

STATE OF MISSISSIPPI
OFFICE OF PURCHASING AND TRAVEL

Specification

S P E C I F I C A T I O N S
FOR
FUEL ACCESS CARD SERVICES

Effective
Date: 01/03/2019

Revised
Date: 01/03/2019

1. SCOPE AND CLASSIFICATION

- 1.1 Scope. These specifications cover the minimum requirements for providing the supply of fuel, including consignment fuel, and fuel access to agencies of the State of Mississippi and to governing authorities within the State of Mississippi.
- 1.2 Format. The requirements set forth in the Section 2 of the specifications are the minimum acceptable and shall be addressed in the format herein. The format has been prepared to state the minimum requirements and to facilitate the bidder's submission. The bidder shall retype each requirement and properly respond to each so that the evaluation of each requirement shall be recognized as separate and distinct.

2. REQUIREMENTS

- 2.1 Customer Service. The successful bidder must have a toll free statewide (800) number or agree to accept collect calls.
- 2.2 Use of Government Employees' Names. The successful bidder must agree not to use the names and addresses of Mississippi government employees for any purpose not directly related to and necessary for, fulfilling the terms of the contract awarded pursuant to this request.
- 2.3 Subcontractors. If the bidder proposes to use subcontractors to conduct any of the work described in this request, that fact must be stated in the bid. The names of subcontractors must be specified in the bid.
- 2.4 References. Each bidder must be providing or have provided similar fuel access card services within the past three (3) years to a minimum of three (3) other governmental entities or business wherein the vendor provided cards and services to a minimum of 50 individuals. At least one (1) customer should be a current customer or have been a customer within the last year. References provided may be contacted; therefore, receipt of an unfavorable response may be cause for rejection of the bid. Prior experience may also be taken into consideration. Bidders shall complete Section C of the Bidder Reference Form.

2.5 Cards. The bidder shall explain in detail the card program offered. The bidder shall specifically state if card program is a one or two-card system. There shall be no charge for individual cards. The card program offered should include cards for non-vehicle fuel purchases (i.e. lawn mowers, tractors, etc) and bidder shall describe this process in detail as well as miscellaneous cards.

2.6 Card Acceptance. The intent of this program is to allow government entities to make fuel purchases easier and more economically than under the previous procedures; therefore, the availability of acceptance is of utmost importance. It is required that the fuel access card provided by the bidder must be accepted at various locations within a minimum of **81** counties, and within five (5) miles of all Mississippi Department of Transportation (MDOT) county headquarters with locations offering both gasoline and diesel fuel. Should the contractor become temporarily unable to furnish a fuel site (gas and/or diesel) within five (5) miles of a MDOT county maintenance headquarters, the contractor must immediately reinstate the fuel services by providing and maintaining portable fuel tanks and fuel at the MDOT county maintenance headquarters or a location deemed necessary by MDOT, said fuel tanks/pumps must be automated with access card readers so consigned fuel can be invoices as dispensed until such time fuel services are restored within the required five-mile limit.

The bidder shall submit a list of viable business establishments in Mississippi which accept the card(s) being offered. Viable business establishments shall not include a P. O. Box address when reporting the total number of zip codes served and the total number of locations. Maintenance only locations shall not be included in the count. This list shall be current as of **February 08, 2019**. The site listing must state the following information: Diesel/Gasoline (regular or premium) availability, 24 hour service, 18 wheeler and semi-truck access, service and maintenance availability and service only sites. Each bidder must submit two (2) copies of the site listing with their bid in the "Financial bid" envelope.

To verify sites, each bidder shall be required to provide with their bid site verification reports. Site verification reports shall provide proof that each location has had at least one transaction between the dates of August 1, 2018 and February 8, 2019. Site verification reports shall represent transactions made with the system being proposed on this Request for bid. The report shall show location (street address and city), date of transaction, transaction type, and the total transaction amount.

2.7 Point of Sale Equipment. A minimum of 95% of all transactions shall take place with "point of sale" equipment. "Point of Sale" equipment shall be defined as equipment that is immediately able to capture system card information electronically, including pin number and odometer reading, at the site and transfer the data to the contractor's main site. **The processing should validate that the odometer entry is not less than the previous odometer reading entered for the previous fuel purchase. The system should not allow an odometer reading less than the previous fuel purchase odometer reading.** In the event that the "point of sale" equipment becomes temporarily inoperable, a back-up procedure shall be available. Only those sites with "point of sale" capability as of September 30, 2018, shall be included in the number of locations given on the bid form.

- 2.8 Bulk Storage Tanks. The successful bidder shall provide a fuel control terminal mounted to the tanks owned by the Mississippi Department of Transportation (MDOT) and the Mississippi Department of Corrections (MDOC). The successful bidder will be responsible for the costs of installing the equipment. This equipment will control the agency's dispensers, access card(s) for control, terminal operation, and consigned fuel to be invoiced as dispensed. MDOT and MDOC will provide a local telephone line connection for the control terminal and dispensing systems. The successful bidder will be responsible for adapting or programming any existing MDOT-owned access card terminals to operate with the bidders' software/hardware, at no cost to MDOT. MDOT requires a minimum of 20% capacity in all UST at all times during the months of December through May. MDOT requires a minimum of 50% capacity in all UST during the months of June through November. MDOT reserves the right to contact fuel supplier directly for fuel supply deliveries. In addition, during the event of emergency/disaster situations, MDOT reserves the right to contact fuel supplier directly for fuel supply deliveries at least 96 hours in advance.

The successful bidder will be responsible to supply and own the inventory in the following MDOT district bulk fuel storage tanks at ALL seventeen (17) locations and maintain daily fuel levels acceptable to MDOT:

<u>District One - Tupelo</u> (1) 10,000 gallon diesel tank (1) 10,000 gallon gas tank Total Volume: 168,688.36 gallons	<u>District Two - Batesville</u> (1) 10,000 gallon diesel tank (1) 10,000 gallon gas tank Total Volume: 122,029.00 gallons
<u>Winona Maint. Office</u> (1) 10,000 gallon diesel tank (1) 10,000 gallon gas tank Total Volume: 22,706.17 gallons	<u>District Three - Yazoo City</u> (1) 10,000 gallon diesel tank (1) 12,000 gallon gas tank Total Volume: 78,563.66 gallons
<u>Leland Maint. Office</u> (1) 10,000 gallon diesel tank (1) 10,000 gallon gas tank Total Volume: 39,250.63 gallons	<u>District Five - Newton</u> (1) 12,000 gallon diesel tank (1) 12,000 gallon gas tank Total Volume: 186,931.90 gallons
<u>Scott County/Kalem</u> (1) 12,000 gallon diesel tank (1) 6,000 gallon gas tank Total Volume: 31,207.70 gallons	<u>Macon (Noxubee Co.)</u> (1) 4,000 gallon diesel tank (1) 4,000 gallon gas tank Total Volume: 15,934.80 gallons
<u>Whitfield Maint. Office</u> (1) 15,000 gallon diesel tank (1) 15,000 gallon gas tank Total Volume: 83,480.25 gallons	<u>District Six – Hattiesburg (Forrest Co.)</u> (1) 15,000 gallon diesel tank (1) 15,000 gallon gas tank Total Volume: 164,196.90 gallons

<u>Ocean Springs Maint. Office</u> (1) 15,000 gallon diesel tank (1) 15,000 gallon gas tank Total Volume: 43,278.62 gallons	<u>Kiln (Hancock Co.)</u> (1) 7,500 gallon diesel tank (1) 7,500 gallon gas tank Total Volume: 36,938.70 gallons
<u>Waynesboro (Wayne Co.)</u> (1) 5,000 gallon diesel tank (1) 5,000 gallon gas tank Total Volume: 53,556.28 gallons	<u>Lyman (Harrison Co.)</u> (1) 15,000 gallon diesel tank (1) 15,000 gallon diesel tank Total Volume: 68,117.52 gallons
<u>District Seven - McComb</u> (1) 10,000 gallon diesel tank (1) 10,000 gallon gas tank Total Volume: 57,722.50 gallons	<u>Mendenhall (Simpson Co.)</u> (1) 15,000 gallon diesel tank (1) 15,000 gallon gas tank Total Volume: 33,310.90 gallons
<u>District Nine Jackson</u> (1) 12,000 gallon diesel tank (2) 15,000 gallon gas tanks Total Volume: 102,920.90 gallons	

- 2.9 Personnel Resources. A bidder must have sufficient personnel resources to install and support the Fuel Access Services which shall include IT Support staff. The appropriate number of cards must be delivered to the Agency Liaison Officer within two (2) weeks after submittal of the applications.
- 2.10 Training. The bidder shall describe the training to be provided during the transition from the existing contract to the bid, as well as the frequency and duration of said training.
- 2.11 Meetings with Agencies. The contractor may be required to meet with the agency liaison officers to explain the program and assist in the implementation process. The State prefers a web-based application process for agencies using an agency ID and password for fuel card requests. At this meeting, the contractor will explain the card services, demonstrate the use of the web-based card request system, demonstrate the use of the card, explain the procedures for setting up accounts, explain the payment process, explain how to report lost/stolen cards, explain the dispute resolution process, explain how to change an account or information on an account, and any other information deemed necessary. The contractor will assist agencies in understanding billing procedures, management information reports, and the development of purchase restrictions requested by the user agency.

Agencies and governing authorities who do not begin using the program on the initial start date may decide to begin at a later date. In these cases, the contractor may be required to meet with the agency liaison officer within 30 days after initial contact and provide the officer the assistance and

information stated herein. Cards issued after the initial start date will expire on the date of expiration of the contract.

- 2.12 Distribution of Information. The Agency liaison officer will be responsible for distributing information to their agency staff. It will be the responsibility of each state agency and governmental entity to furnish the contractor a listing of their vehicles which will be authorized to obtain fuel under the terms of the contract and also, to designate an agency contact person. It will be the responsibility of each individual state agency and governmental entity to furnish the contractor a listing of any additional information which will be needed to meet the needs of the agency's system.
- 2.13 Setting Up Accounts. The Agency liaison officer will be required to setup and approve the online request for fuel cards for processing. The contractor will establish the individual accounts, as well as, a master account file containing the accounts of all cardholders in each agency, including all expenditure limits, transaction limits, purchase restrictions, and management information report requirements. The contractor will send all cards to the Agency liaison officer who will be responsible for distribution at the agency level. **All new cards must be approved by the Bureau of Fleet Management prior to being issued to any State Agency.**
- 2.14 Lost and Stolen Cards. Each cardholder will be required to agree to report lost or stolen cards as soon as the loss or theft is discovered. The contractor must maintain a 24-hour, toll-free number for reporting lost or stolen cards. The contractor will be required to mail replacement cards within 48 hours after receiving the report of a lost or stolen card. The contractor will be required to send written notification to the cardholder's agency and the Office of Purchasing, Travel and Fleet Management within 48 hours after receiving the report of lost or stolen card. The written notification shall indicate the individual cardholders name and agency and date of loss. Total time of receiving replacement card(s) shall not exceed five (5) working days from original request.
- 2.15 Changes in Agency Accounts. The contractor must make all requested changes to accounts when requested in writing by the Agency liaison officer. These requests may be faxed or e-mailed. The changes by the contractor must be made within six (6) business hours after receipt of the written request and written confirmation shall be returned to the agency by fax or e-mail. The individual cardholder will not be permitted to request changes without the written consent of the Agency liaison officer. The State will consider and encourages the use of internet capability to make changes and receive notifications. Individual cardholders shall not be able to make changes without proper security.
- 2.16 Authorizations. The contractor shall provide authorization support 24 hours a day, every day of the year. For merchants having "point of sale" terminals, the contractor shall authorize all State of Mississippi fuel service purchases pursuant to the limitations set up in the cardholder's account.
- 2.17 Billing. At the end of each billing cycle, the contractor shall send an electronic statement to each approving official including statements of the individual cardholders, and, also, shall submit a consolidated report to the agency's accounting office. Billing shall be departmentalized for agency, if requested. The State requires a web-based system for agency retrieval of correct billing

information. If such capability is offered, bidders should note that all entities may not have the capability or desire to receive bills in this manner and paper copies will be required at no additional cost if requested by the entity.

For MDOT, at the end of the billing cycle, the contractor shall send an electronic statement according to the procedures as outlined below:

To the MDOT Accounting Office (AccountsPayable@mdot.state.ms.us), the successful bidder shall provide via email two electronic versions of the statement(s). One statement shall be in a PFD format, and the other shall be in a "FLAT FILE"; with layout and data requirements, as set forth by MDOT. The successful bidder shall also provide any and all documents related to the statements in the formats requested by MDOT.

- 2.18 Interest. If payment for undisputed amounts is not delivered within 45 days after receipt of a correct electronic invoice, the public body shall be liable to the contractor, in addition to the amount of the undisputed amounts shown on a correct electronic invoice, for interest at a rate of one and one-half percent (1 ½%) per month or portion thereof until such time as the payment is mailed or otherwise delivered to the contractor.
- 2.19 Liability. The State of Mississippi will not accept any liability or financial responsibility for state employee's charges that have been incorrectly authorized and:
- A. Exceed any of the limits specified to the contractor by a cardholder's agency.
 - B. Violate any of the restrictions specified to the contractor by a cardholder's agency.
- 2.20 Questioned Items and Chargebacks. Bidders shall have in place a method for handling cardholder, Agency liaison officer, or accounting office questions concerning items on a cardholder's statement. Procedures for handling "questioned items" must be described by bidders and shall include but not be limited to:
- A. Procedures and instructions for questioning or disputing items appearing on a cardholder's statement.
 - B. Provisions for crediting the agency's account, pending the resolution of the questioned or disputed item. The State of Mississippi will **not** accept any liability or financial responsibility for fraudulent charges that have not been authorized pursuant to current card association rules and regulations.
 - C. Provisions for processing "chargebacks" for items resolved in the agency's favor.
- 2.21 Management Reports. The contractor shall provide access to management reports to the agencies on a weekly basis via a web-based system. Samples of all reports must be provided with bid showing actual transactions. The reports shall include the following information.
- A. Weekly Fuel- Reports will list fuel transactions by vehicle, date, and time; identify location,

driver, fuel type, and actual gallons purchased; and calculate miles per gallon and total miles driven for each vehicle.

- B. Weekly Maintenance- Maintenance transactions will describe the following maintenance analysis: services performed and services due.

In addition on a quarterly basis or as requested by the Office of Purchasing, Travel and Fleet Management, the contractor shall provide the following information for all entities using the fuel access services to the OPTFM using the parameters set by this Office:

- A. Number of current vehicle cards for each entity.
- B. Number of vehicles for each entity.
- C. Dollar volume of transactions for each entity.
- D. Total gallons purchased by fuel type.
- E. Dollar volume by fuel type.
- F. Gallons purchased by fuel type for each entity.
- G. Dollar volume by fuel type for each entity.

At the request of large volume agencies, custom reports may be requested or a facility available to for agencies to generate ad-hoc reports. These reports shall be at no additional cost to the agency. The State requires the use of internet capability for report purposes. If such capability is offered, bidders should note that all entities may not have the capability or desire to receive reports in this manner and paper copies will be required at no additional cost if requested by the entity.

The DFA Bureau of Fleet Management must have read only access to all state agency accounts and reports to monitor fuel usage.

- 2.22 Downloads. Vendor must provide their current fuel data export file layout including description and how to calculate, if applicable for each field. **IMPORTANT: The vendor must provide the state with a complete fuel file, using the State's file layout, every week on a day that will be specified by the State.** (See Exhibit A attached file layout)
- 2.23 OPIS Pricing. All fuel costs will be based on the average rack OPIS pricing for the Vicksburg terminal for the various grades of fuel. It is our understanding that each potential bidder may use different methods to determine the OPIS pricing for a week's worth of billing. One potential bidder may take Thursday's pricing and use it to bill all fuel from the previous week, while another bidder may take Thursday's pricing and use it to bill all fuel for the following week. It is our intention to secure pricing that is from a recent time frame and that the method of pricing and billing remains consistent throughout the term of the contract. Each bidder shall include with their bid a complete description of the way they will determine pricing and applicable billing. OPTFM reserves the right to reject any bid that we determine is not pricing the fuel in a fair, equitable manner.
- 2.24 Tax Exemption. Vendor will exempt all state and governmental entities from federal excise taxes

as allowed by current federal regulations on fuels purchased under the terms of state contract.
Vendor will provide State tax exempt billing to the extent allowed by law.

- 2.25 Proprietary Information. Information furnished by bidders which contain trade secrets or confidential commercial or financial information may be marked “proprietary.” If any party requests to review the information which is marked “proprietary,” the Office of Purchasing, Travel and Fleet Management will contact the bidder and advise that the information will be released unless the bidder obtains a court order protecting such records as confidential.
- 2.26 Cost. The bidders shall submit pricing on the bid form labeled Section A. Based on a subjective evaluation of the cost features of the bid, the State of Mississippi will determine the best pricing option presented to determine the best savings opportunity for the State.

The State will pay:

- A. For each fueling location, the cost shall be based upon the average rack price per gallon, for branded and unbranded fuel (for the various grades of fuel) for the Vicksburg terminal, as determined by Oil Price Information Service (OPIS). The winning bidder shall supply the OPTFM a weekly subscription to the OPIS pricing service for the Vicksburg terminal throughout the term of the contract.
- B. Verifiable applicable taxes (state gasoline tax). **These should be described in your submittal.**
- C. Vendor service fee shall be broken down into the following fees.

Freight Charges - The bid shall indicate a base cost per gallon for freight charges. This charge may be adjusted on an annual basis with the approval of the Office of Purchasing, Travel and Fleet Management, and be based on the percentage change in the Consumer Price Index, (CPI), for transportation.

Service Fee - This fee shall include all other costs and shall be given for each of the following categories: Regular and Premium gasoline, Diesel. This will allow contractors to charge a different fee for each of these categories. The bids will be evaluated on a weighted basis based upon the estimated volume in each of the categories.

- D. If proposing a discount of retail fuel prices, the offeror shall describe the extent of the discounts and locations that the discounts will apply. If proposing any incentive rebate or volume discounts, the offeror shall describe the rebate in detail and estimate savings based on volumes presented in this RFP. The offeror shall describe the calculation used to arrive at any rebate or discount amount. The offeror may propose any other cost savings for the State of Mississippi for consideration. The evaluation of any proposed cost savings strategies will be reviewed and the assessed relevance and applicability to the State of Mississippi.
- 2.27 Posted Prices. The Office of Purchasing, Travel and Fleet Management will have the contract fuel costs posted on its website whereby all interested parties can view the applicable cost of fuel for each week during the contract term. The Office will take the Vicksburg Terminal OPIS rack rate for each

applicable fuel type and will add applicable taxes, freight charges and service fee to arrive at an actual cost. The link to current fuel pricing is as follows:

<http://www.dfa.state.ms.us/Purchasing/FuelCardPricing.html>

2.28 **Technical Bid.** The bidders should address at minimum the following issues listed below giving detailed, written responses. Each bidder must submit six (6) copies of their written technical bid.

- A. **Software Architecture.** The bidder shall describe primary operating system(s) and software used to provide the required service. Describe level of compatibility with major PC based software for electronic transfer and downloading of data and information. Describe type(s), location(s), and age of hardware used to create the operating network.

A number of state agencies will seek to have direct access to the successful vendor's database to allow real-time driver or vehicle updates, deletion, or replacements. In addition, report writing capability is desired. Connection may occur via the Internet or modem-connected proprietary software. Describe access and any time limitations (allowances) on such access. Describe the security measures that will be enforced regarding Internet access.

Likewise, the contractor will provide, at the conclusion of the contract, all vehicle, driver, and transaction data. All data will be formatted to the State of Mississippi's satisfaction to allow necessary data migration to a replacement vendor or system. The historic data, properly formatted and recorded, must be transferred 90 days prior to the end of the contract. Subsequent changes to the data base during the 90-day, close-out period must be properly transmitted by the last day of the contract.

- B. **MDOT Emergency Requirements.**

The following are the specific emergency requirements for the Mississippi Department of Transportation and bidder shall provide detail on how this will be accomplished:

MDOT requires the successful bidder to provide the following procedures for switching consigned inventory locations to Appropriate Memo Tracking or as necessary authorization to the Customer to manually override the Fuel Control Terminal(s) during emergency/disaster situations. To manually override the consigned inventory automated fueling location, the parties agree to follow the following procedures:

MDOT requires the successful bidder to provide detailed procedures for switching consigned inventory locations to Appropriate Memo Tracking or as necessary authorization to MDOT to manually override the Fuel Control Terminal(s) during emergency/disaster situations.

Notice by Customer to Agent and/or its Fuel Supplier. Should Customer determine it absolutely necessary to convert its automated fueling location(s) to memo tracking, the Customer shall give Agent 12 hours advance notice or immediately before expected landfall of hurricane the parties shall be advised of locations that may likely require Memo Tracking so that Agent and Fuel Supplier can be on the ready. Once landfall occurs and it is determined that switching of sites to Memo Tracking is necessary, phone or Email communications/notices

shall be acceptable. Agent or Fuel Supplier shall attempt to dial into card readers to configure for memo tracking as soon as possible and this procedure will be coordinated with State Representatives located at the subject sites to be switched such that inventory readings are taken simultaneously with conversions to Memo Tracking. Notifications should be made in writing whenever possible (Email preferably) or facsimile to the appropriate designated personnel at Agent or Fuel Supplier.

MDOT's designated fleet contact, presently Henry Morgan, Director of General Services Division of MDOT or his designated representative shall provide the notification as described above.

1. **Keys to Fuel Control Terminals (FCT's) Already Delivered.** Agent agrees and has already delivered to MDOT representatives keys to FCT's which in the event of natural disaster whereby the FCT or lack of phone line renders the FCT inoperable, the State would be able to unlock the FCT and switch the device to manual override. Devices shall never be switched to manual override without proper notice to Agent of this occurring and procedures outlined herein. Inventory measurements herein described must always be taken at the time that FCT's are switched to memo tracking or manual override.
2. **Designated Locations for Conversion to Memo Tracking and Definitions of types of Memo Tracking Sites.** The successful bidder shall provide MDOT a SITE ID listing for all locations presently receiving consigned inventory services under the contract which individually might convert to Memo Tracking or manual override upon notification by MDOT. MDOT will provide to Agent the contact names and numbers for these locations.

The MDOT Location Listing shall provide important site information for this plan including the current Fuel Site ID and two different Emergency Memo Tracking Site ID's that will have been established in Agent's system (one for Emergency Fuel Use, one for Free Fuel Use). It is hereby understood that the use and purposes of the two types of memo tracking sites are as follows:

- a. **Emergency Fuel Memo Tracking Site.** The Emergency Memo Tracking Site ID would be programmed into the desired MDOT Card Readers by Agent if notified by the State that it is moving to the Emergency Fuel Supply Contract and that it intends to purchase bulk emergency fuel (outside of the Agent contract).
- b. **Emergency Free Fuel Memo Tracking.** The Emergency Free Fuel Memo Tracking Site ID would be programmed into the desired MDOT Card Readers by Agent if notified by the State that it is moving to receiving fuel for free (example fuel from FEMA after a Hurricane).

It is understood that MDOT requires appropriate memo tracking of the fuel usage from these

two types of fuel sources. It shall be the State's responsibility to notify Agent at which time that the sites should change from one memo site tracking ID to another.

3. **Recording of physical inventory readings and pump meter readings (on Forms provided) by the appropriate representatives.** The customer (2 representatives) must take physical tank stick inventory readings and readings from its automatic tank gauges (if available) and record them on the forms provided by Agent at the time of initially converting the FCT to memo tracking or manual override. MDOT will record the meter readings from its pumps in on form provided by the Agent. If Customer first converts to memo tracking, the readings are only needed at that time and NOT again if later switched to a different memo tracking site id (i.e. from Emergency Fuel to Free Fuel) or to manual override. The form provides for and the parties agree that two people shall witness the readings of the inventory.
IMPORTANT: Physical tank stick readings and/or ATG Readings at the time of converting to memo tracking or manual override are **MANDATORY**. The customer will be billed for the physical inventory as calculated by Fuel Supplier at the time of conversion to memo tracking or manual override.
4. **Convert (Reprogram) FCT's to Memo Tracking (simultaneous with recording of inventory readings).** At the time that representatives are at the locations recording inventory readings for converting to memo tracking, Agent and Customer shall coordinate POS Technical Support staff from Agent, Fuel Supplier or Fuel Control Terminal Manufacturer to dial into the fuel control terminal and configure it with the appropriate Memo Tracking Site ID (Emergency Fuel or Free functions and appropriate contact information.
5. **Expected Time Frame for Completing Reprogramming of FCT to Memo Tracking.** All efforts will be made to complete site re-programming requests for converting MDOT sites to Memo Tracking within 4 Hours of receipt from MDOT.
6. **Memo Tracking Fee.** Agent shall charge to Customer no more than a fee of \$0.030 per gallon for fuel tracked in Memo Tracking mode.
7. **Unlock FCT and switch to Manual Override (if deemed necessary).** After following the steps provided above including recording of inventory at time of switching to Memo Tracking, Customer shall be prepared to switch the FCT's to manual override if determined to be necessary. The Customer would need to unlock and open the FCT (with key provided) and switch the FCT to manual override position.
8. **Deliver Completed Inventory Forms to Agent.** Customer MUST send the inventory form(s) to Agent immediately.

9. **Inventory in tank(s) at time of conversion to Memo Tracking or Manual Override shall be purchased by Customer (invoiced by Agent).** The inventory in the tanks at the time of switching the site to memo tracking or manual override shall be billed to the Customer by Agent as a bulk fuel transaction under normal consigned inventory pricing and mark-up conditions per this Contract. NOTE: With the FCT in manual override position there can be no reporting by Agent for each fueling transaction. It shall be the Customer's responsibility to log their fuel usage for their own internal tracking. The Bulk inventory transaction will be billed to either an existing card designated by the Customer or to a card created by Agent with the vehicle name being identified instead by the words "Bulk Fuel".

10. **Subsequent deliveries by Agent's third party fuel supplier (after switching to memo tracking or manual override) must be billed in bulk directly to Customer.** After switching to memo tracking or manual override, any subsequent deliveries of fuel by Agent's third party fuel supplier shall be invoiced to the Customer by Agent at the same rates for consigned inventory as provided by the contract (less the \$.03 per gallon memo tracking fee). With the FCT in manual override position there can be no reporting for each fueling transaction; it shall be the Customer's responsibility to log and maintain their fuel usage and Agent has no responsibility for reporting usage from the tank or pumps while system is in manual override. Furthermore, for the temporary period of the emergency, if Agent's third party fuel supplier is unable to provide a sufficient supply of emergency fuel to meet the Customer's needs, then the Customer may purchase fuel from outside sources as may be necessary or as it has arranged beforehand via its own emergency fuel supply vendor or contract. In all cases of deliveries other than by Agent's designated fuel supplier, Customer shall be responsible for any contaminated fuel or contamination in the storage tanks.

NOTE: If Agent is required by Customer to bill any emergency bulk transactions that occur while site is or was in manual override on Agent reports or invoices, then the Cost of the bulk fuel invoices shall be marked up the normal consigned inventory mark-up amounts by Agent, over and above the bulk fuel actual prices required from the fuel supplier, but Agent has no responsibility for the bulk fuel pricing negotiated between Customer and the fuel supplier.

11. **Reversing Manual Override - Conversion back to engaging the FCT and consigned inventory.** Upon conclusion of the emergency requiring Memo Tracking or manual override of the FCT, the Customer agrees that it shall follow the same process for converting the tanks and pump back to consigned service and FCT automation of the fuel dispensing equipment. If a service call for making the equipment and FCT operational is required, a request should be submitted to Agent (cost to be paid by the Customer). Agent shall provide an accurate estimate or a not to exceed estimate that the Customer shall be required to pay for the service call, which shall be verifiable and reasonable. In summary, the Customer must:

- 1) Notify Agent and/or its fuel supplier of conversion back to consigned fuel (paragraph 1).
- 2) Record Inventory on hand using prescribed form (paragraph 4).

- 3) If site has been switched to manual override, unlock the FCT and immediately flip switch to remove manual override and re-engage the FCT (paragraph 8).
- 4) If site was previously switched to Memo Tracking, Convert Site from Memo Tracking Site ID to Consigned Inventory Site ID (paragraph 5). This action should be coordinated closely with Agent and Fuel Supplier's POS Support personnel so that inventory readings are taken simultaneous with the FCT re-programming.
- 5) Deliver Inventory Forms to Agent immediately (paragraph 9).
- 6) Agent's third party fuel supplier shall purchase back the fuel inventory via a credit to customer's account (and resulting debit from the accounts payable by Agent to Agent's third party fuel supplier, thereby passing through the change in ownership of the fuel inventory back to Agent's third party fuel supplier). Based upon a stick reading and/or ATG reading, approved by third party fuel supplier, the gallons to be purchased shall be determined. The price of the fuel shall be the OPIS net daily low at the applicable terminal city and shall be set forth in a Bill of Sale to be executed by both parties.
- 7) Thereafter, unless and until a further emergency arises, there can be no other deliveries of fuel to the tanks other than deliveries by Agent's third party fuel supplier.

12. Inventory Reconciliation Fees for Customer not following required inventory procedures.

Failure to follow the procedures outlined in this agreement, specifically as required of Customer for recording fuel inventory on prescribed forms and providing proper notice to Agent shall necessitate extensive and time consuming inventory reconciliation by Agent and its fuel supplier. For this reason, if the Customer does not follow these procedures, the Customer agrees that it shall pay inventory reconciliation service fees for reconciliation services in addition to other obligations under the present fuel supply agreement between the parties. Reconciliation Fees shall not exceed \$1,000.00 per tank, per occurrence. The amount the State is required to pay must be verifiable and reasonable. Payment shall be made within 30 days of invoice date and shall not be unreasonably withheld by the Customer.

Alternative Reconciliation. In the event following implementation of a manual override procedure, Agent provides reasonable evidence to the State that there is an imbalance between deliveries to the Customer and the sum of existing consigned fuel inventories and amounts previously invoiced to the Customer, Agent shall have the right to charge customer for such difference applying normal (then applicable) inventory consignment pricing including mark-up (in accordance with the Agreement), notwithstanding that Agent may not be able to demonstrate that such imbalance is attributable to the manual override.

C. Maintenance Plan

In addition to the intent shown in Section 2.6, the State desires to allow certain maintenance to be performed by the use of the card. The prices for maintenance shall be at or below the standard price which the location offers to the general public. The maintenance plan provided

shall indicate sites where the services listed below can be provided on a routine basis. The maintenance listed below are requested:

(This is not an exhaustive list):

1. Oil Change and Lube.
2. Vehicle Wash.
3. Tire Repair (flat).
4. Belt Replacement.
5. Hose Replacement.
6. Wiper Blade Replacement.
7. Oils (motor & hydraulic).
8. Tire Mounting, Rotation, Balance.
9. Light Bulb, Seal Beam, or Related Repair.
10. Radiator Repair.
11. Air Conditioning Repair.
12. Alternator Replacement or Repair.
13. Minor Body and Under Repair to Allow Vehicle to Return to Base.
14. **EMERGENCY ONLY: New Tires and Batteries. (This fuel access could be used only in an emergency after hours and properly approved by supervisor.)**
15. Glass repair

The intent is to automate shop oils such as motor oil and hydraulic oil in a system similar to the fuel system. A contingency plan should be submitted which indicates the fuel supplier's procedure for providing the needed fuel access.

D. Enhancements/Accomplishments.

Bidders will provide a concise, but thorough description of their capabilities, plans, and approach for accomplishing the requirements of this contract. Emphasis should be placed on completeness and clarity of content. Bidders may refer to the past performance of previous contracts in their approach to this bid. The information presented should be in enough detail to

enable the State to ascertain their understanding of the effort to be accomplished and should essentially outline the steps in the total fuel access proposed. Points for this section will be awarded based upon several factors to include: The quality completeness of the proposed plan, documentation of superior prior performance, and enhancements offered (fuel access and capabilities which exceed the minimum requirements).

3. DOCUMENTATION AND INSPECTION

3.1 The State reserves the right to request and require additional documentation on a continual and/or periodic basis to assure that all provisions of the contract specifications are being met. Any request for such information must be met within five (5) working days of the request.

4. NOTES

4.1 Fuel access procured under this specification shall not deviate from those originally contracted for without written approval from the Office of Purchasing, Travel and Fleet Management.

4.2 This specification shall, until revised or rescinded by the Office of Purchasing, Travel and Fleet Management, apply to each future purchase and contract for the fuel access described herein.

4.3 It is the intent of the specifications to obtain fuel access that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Request for bid packet and to notify the Office of Purchasing, Travel and Fleet Management if the Specifications, Instructions, General or Special Conditions are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the specifications or bidding procedures must be received in writing by the Office of Purchasing, Travel and Fleet Management not less than 72 hours prior to the time and date set for the bid opening.

Exhibit A

TRN85P FILE LAYOUT

AS400 TRN85P FIELD NAME	From – To (txt only)	FIELD DESCRIPTION	FIELD FORMAT	DEC KEY
CECLICID	1 - 8	CUSTOMER LICENSEE	NUMERIC	
CECUSID	9 - 16	CUSTOMER ID	NUMERIC	
CECNAME	17 - 46	CUSTOMER NAME	ALPHANUMERIC	
CECBGID	47 - 54	BILL GROUP ID	NUMERIC	
CECVGID	55 - 62	VOLUME GROUP ID	NUMERIC	
CEHLICID	63 - 70	SHARED LICENSEE	NUMERIC	
CESHCUSID	71-78	SHARED CUSTOMER ID	NUMERIC	
CEPERMIT	79 - 94	CUSTOMER PERMIT	ALPHANUMERIC	
CEARPID1	95 - 101	ACCT REP ID	NUMERIC	
CEINVDAT	102 - 109	INVOICE DATE	DATE (MM/DD/YY)	
CEINVID	110 - 117	INVOICE NUMBER	NUMERIC	
CEINVDUED	118 - 125	INVOICE DUE DATE	DATE (MM/DD/YY)	
CEMERINV	126 - 137	MERCHANT INVOICE NUMBER	ALPHANUMERIC	
CEPOID	138 - 149	CUSTOMER PO	ALPHANUMERIC	
CECTPID	150 - 157	CUSTOMER TYPE ID	NUMERIC	
CEVEHID	158 - 169	VEHICLE ID	NUMERIC	
CEVEHNO	170 - 179	VEHICLE NUMBER	ALPHANUMERIC	
CEVDESC	180 - 209	VEHICLE DESCRIPTION	ALPHANUMERIC	
CEVDPTN	210 - 239	VEHICLE DEPARTMENT	ALPHANUMERIC	
CEVSUBD	240 - 245	VEHICLE SUB-DEPARTMENT	NUMERIC	
CEEMPID	246 - 257	EMPLOYEE ID	NUMERIC	
CEEMPNO	258 - 267	EMPLOYEE NUMBER	ALPHANUMERIC	
CEEMNAME	268 - 297	EMPLOYEE NAME	ALPHANUMERIC	
CEEMDPTN	298 - 327	EMPLOYEE DEPARTMENT	ALPHANUMERIC	
CEEMSUBD	328 - 333	EMPLOYEE SUB-DEPARTMENT	NUMERIC	
CESLICID	334 - 341	SITE LICENSEE	NUMERIC	

AS400 TRN85P FIELD NAME	From – To (txt only)	FIELD DESCRIPTION	FIELD FORMAT	DEC KEY
CENWSITID	342 - 349	NETWORK SITE ID	NUMERIC	
CESMDESC	350 - 379	SITE DESCRIPTION	ALPHANUMERIC	
CESITADD1	380 - 419	SITE ADDRESS	ALPHANUMERIC	
CESITCTY	420 - 449	SITE CITY	ALPHANUMERIC	
CESITST	450 - 451	SITE STATE	ALPHANUMERIC	
CESITZIP	452 - 461	SITE ZIP	NUMERIC	
CEDATE	462 - 469	TRANSACTION DATE	DATE (MM/DD/YY)	
CETIME	470 - 474	TRANSACTION TIME	24 Hr numeric only	
CEPRODID	475 - 482	PRODUCT ID	NUMERIC	
CEPMDESC	483 - 512	PRODUCT DESCRIPTION	ALPHANUMERIC	
CEPRDTYPE	513 - 516	PRODUCT TYPE	ALPHANUMERIC	
CEQTY	517 - 527	QUANTITY	NUMERIC	03
CETRNTYPE	528 - 537	TRANSACTION TYPE	ALPHANUMERIC	
CECUSAMT	538 - 550	CUSTOMER AMOUNT	NUMERIC	02
CECTAX	551 - 563	CUSTOMER TAXES	NUMERIC	02
CECFTAX	564 - 576	CUSTOMER FEDERAL TAXES	NUMERIC	02
CECSTAX	577 - 589	CUSTOMER STATE TAXES	NUMERIC	02
CECOTAX	590 - 602	CUSTOMER OTHER TAXES	NUMERIC	02
CEVDISC	603 - 615	VOLUME DISCOUNT	NUMERIC	05
CEODOMETER	616 - 627	ODOMETER	NUMERIC	
CEMILES	628 - 633	MILES	NUMERIC	
CEAUTHID	634 - 648	AUTHORIZATION ID	ALPHANUMERIC	
CEEXCPT	649 - 650	EXCEPTION ID	NUMERIC	
CETRXID	651 - 662	TRANSACTION ID	NUMERIC	
CETRXNO	663 - 668	TRANSACTION NUMBER	NUMERIC	
CEMPG	669 - 677	MILES PER GALLON	NUMERIC	01
CECSTMIL	678 - 690	COST PER MILE	NUMERIC	05
CESVCDUE	691 - 691	SERVICES DUE FLAG	ALPHANUMERIC	01