SUBJECT: PIGGYBACK JEA CONTRACT #166925 JOINT AGENCY FUEL SUPPLY PRODUCTS, FUEL CARDS AND RELATED SERVICES

BID #: PSC-0290-18 **OPEN DATE: 8/23/17**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: FIVE (5) YEARS FROM DATE OF EXECUTED CONTRACT THROUGH JULY 31, 2022, WITH A ONE (1) YEAR RENEWAL OPTION

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: ALL OR NONE

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback JEA Contract #166925 Joint Agency Fuel Supply Products, Fuel Cards and Related Services with Gate Petroleum Company at the rates stated in Appendix B. Period of service is for five (5) years from date of executed contract through July 31, 2022. Total not to exceed expenditure amount is $8,400,000.00.

Funding Source – AFFM511FS-05211 -To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, and JEA Contract (Specifications)

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: C.J. Thompson, Chief, Fleet Management Division

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

KSC-0010-10

INTRA-GOVERNMENTAL SERVICES
FLEET MANAGEMENT DIVISION

Jacksonville
Where Florida Begins.

Date: September 29, 2017

To: Gregory Pease, Chief of Procurement Division

Thru: C. J. Thompson, Chief of Fleet Management Division

From: Eric Preacher, Fleet Financial Services Manager

Re: Recommendation to Piggyback JEA Contract #166925 Joint Agency Fuel Supply Products, Fuel Cards and Related Services. JEA Solicitation #088-17

Fleet Management Division is requesting approval to piggyback JEA Contract #166925 Joint Agency Fuel Supply Products, Fuel Cards and Related Services, JEA Solicitation #088-17. The scope of work includes the City of Jacksonville as a participating Agency. Period of Service is October 1, 2017 through July 31, 2022.

Total estimated annual expenditure of $8,400,000.00 with Gate Petroleum Company.

Funding for this award to be encumbered by:
AFFM511FS-05211 - $8,400,000.00

To be executed by formal contract through the Office of General Counsel

2581 Commonwealth Ave. Jacksonville, FL 32254 Phone: 904.387.8800 Fax: 904.381.4607 www.coj.net

Leslie-Burney, Annette

From: Kurtz, Sheryl
Sent: Friday, September 22, 2017 11:30 AM
To: FormalBid
Subject: FW: JEA/Gate Petroleum Company - Contract #166925 (Executed)
Attachments: Gate Petrolem Company - CPA166925 (Executed).pdf

Piggyback this award in the amount of $8,400,000 for Fuel Card Services and Unleaded E10 Fuels.

AFFM511FS-05211
FY17 $200,000
FY18 $8,200,000

Thank you,

Sheryl Kurtz
Equipment Procurement Coordinator
City of Jacksonville,
Fleet Management Division
Jacksonville, FL 32254
(904) 255-7465
(904) 381-4607 Fax

From: Preacher, Erik
Sent: Wednesday, September 06, 2017 12:51 PM
To: Kurtz, Sheryl
Subject: RE: JEA/Gate Petroleum Company - Contract #166925 (Executed)

Where are we at on this?

Erik Preacher
Fleet Financial Services Manager
City of Jacksonville
Fleet Management Division
2581 Commonwealth Ave
Jacksonville, FL 32254
Phone: 904-255-7434
Cell: 904-759-1035
Fax: 904-387-8904

From: Preacher, Erik
Sent: Wednesday, August 16, 2017 9:38 AM
To: Kurtz, Sheryl
Subject: FW: JEA/Gate Petroleum Company - Contract #166925 (Executed)

Please request to Piggyback this award in the amount of $8,400,000 for Fuel Card Services and Unleaded E10 Fuels.

AFFM511FS-05211
FY17 $200,000

FY18 $8,200,000

Erik Preacher
Fleet Financial Services Manager
City of Jacksonville
Fleet Management Division
2581 Commonwealth Ave
Jacksonville, FL 32254
Phone: 904-255-7434
Cell: 904-759-1035
Fax: 904-387-8904

From: Brunell, Baley L. - Manager, Business Operations [mailto:brunbl@jea.com]
Sent: Thursday, August 10, 2017 10:00 AM
To: Preacher, Erik; Thompson, CJ; 'Bushnell, Lisa A.'; 'Mitchum, Louis'; 'Morris, Victor L.'; 'Marilyn Fryar'
Cc: 'Emilie Fletcher'
Subject: JEA/Gate Petroleum Company - Contract #166925 (Executed)

Good Morning,

Attached is the JEA executed contract for all services proposed by Gate Petroleum. You can now use this to piggyback or separately award as your agency requires. I am also copying Emilie Fletcher on this email as she will be your point of contact for this contract. If you need any other documentation or have any other questions, feel free to contact me.

Thank you,

Baley L. Brunell
Manager, Business Operations | JEA
21 West Church Street, CC-6
Jacksonville, FL 32202
Office: 904-665-6992
Cell: 904-294-4370

From: Scarboro, Maurice
Sent: Thursday, August 10, 2017 9:49 AM
To: 'Emilie Fletcher' <efletcher@gatefleet.com>
Cc: Brunell, Baley L. - Manager, Business Operations <brunbl@jea.com>; Beard, Heather Burnett - Manager Procurement Contracts <bearhb@jea.com>
Subject: JEA/Gate Petroleum Company - Contract #166925 (Executed)

Good Morning,

Attached you will find your fully executed contract for record.

Thank You,

Maurice D. Scarboro, FCCM
Contracts Associate, Procurement
21 W. Church St., CC-6
Jacksonville, FL 32202
Office: 904-665-8306

Phone: (904) 665-8306
Email: scarm@jea.com

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Any email sent to or from JEA's system may be considered a public record and subject to disclosure under Florida's Public Records Laws. Any information deemed confidential and exempt from Florida's Public Records Laws should be clearly marked. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact JEA by phone or in writing.

CONTRACT
BETWEEN
JEA
AND

GATE PETROLEM COMPANY

JEA CONTRACT # 166925

THIS CONTRACT, is executed as of this 9th day of August 2017, (the "Effective Date"), by and between **JEA**, a body politic and corporate, in Duval County, Florida, with a principal office located at 21 W. Church St., Jacksonville, FL 32202 ("JEA"), and **GATE PETROLEUM COMPANY** a company existing under the laws of Florida with its principal office located at 9540 San Jose Blvd. Jacksonville, FL 32257 ("Company").

WITNESSETH

WHEREAS, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services via an Invitation to Negotiate ("ITN") solicitation process; and

WHEREAS, JEA invited vendors to participate in the ITN process, and those vendors that qualified were asked to submit their best and final offer ("the BAFO") to provide Joint Agency Fuel Supply Products, Fuel Cards, and Related Services for JEA and other City of Jacksonville agencies; and

WHEREAS, said Company has been accepted by JEA as the most responsive and responsible for providing JEA with the fuel credit cards at and for the prices stated in the Company's BAFO (the "Work").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

AGREEMENT

1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of performing the Work which consists of providing JEA with fuel credit cards, as described in (i) JEA Solicitation # 088-17 designated as " **Joint Agency Fuel Supply Products, Fuel Cards, and Related Services**", as modified by Addenda, (the "ITN"), and (ii) the Company's BAFO attached hereto as **Exhibit A** (the "Bid Form").

2) The Work shall be performed strictly in accordance with the ITN, as amended by Addenda, associated Technical Specifications, this Contract and **Exhibits A-B**, and all Purchase Orders issued pursuant to this Contract (collectively, the "Contract"), all of which are hereby specifically made part hereof by reference to the same extent as if fully set out herein.

3) JEA's Maximum Indebtedness for the use of the Company's fuel credit cards under this Contract shall not exceed **One Million Four Hundred Forty Thousand Eight Hundred One and 63/100 Dollars ($1,440,801.63),** at and for the prices stated in **Exhibit A.**

4) **TERM.**
This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years ending **July 31, 2022**, or until the Contract's Maximum Indebtedness is reached, whichever occurs first (the "Term"). It is at JEA's sole option to renew the Contract for one (1) additional one (1) year period. This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

5) **Pricing** – The markup over OPIS as stated in **Exhibit A**, attached hereto, shall remain firm for the Term of the Contract.

6) **Payments** - The Company shall submit to JEA an Invoice once a month for payment of all fees and expenses incurred during that month by the Company in performing the Work. JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

7) All notices required or permitted under this Contract shall be in writing and shall be deemed received upon receipt. Notices shall be addressed by a party to the other party as follows:

In the case of JEA:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in triplicate, as of the day and year first above written.

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

GATE PETROLEUM COMPANY

By: Emilie Fletcher

Name: Emilie Fletcher

Title: Director of Fleet Services

Date: 8/8/17

ATTEST:

By: H Beard

Name: H. Beard

Title: Manager

Date: 8-9-17

JEA

By: _____

John McCarthy
Director, Supply Chain Management

Date: 8-9-17

Approved by the JEA Awards Committee on July 20, 2017, Award Item No. 8.

JEA
Attn: Baley Brunell
21 W. Church Street, CC-6
Jacksonville, FL 32202
Ph: 904-665-6992
balebe@jea.com

and to:

JEA
Attn: Heather Beard, Manager, Procurement Contract Administration
21 W. Church St. CC-6
Jacksonville, FL 32202
Ph: 904-665-7606
bearhb@jea.com

In the case of Company:

Emilie Fletcher
Gate Fleet Services
9540 San Jose Blvd.
Jacksonville, FL 32257
904-732-2336
efletcher@gatefleet.com

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A

COMPANY'S PRICING/ BAFO RESPONSE

Exhibit A

088-17 Fuel Spend and Savings Summary

GATE FLEET CARDS
RETAIL FUEL

Provider	Delivery Method	Fuel Type	Fuel Consumption (Avg. Annual Gallons)	New Gate Mark Up pver OPIS/ Discount	Applicable Taxes	Current OPIS Pricing For Award Purposes Only	Total - New Contract
Gate Fleet Card	Credit Card	Diesel	75165	$ 0.0583	$ 0.3419	$ 2.15	$ 191,682.22
Gate Fleet Card	Credit Card	Unleaded	40344	$ 0.0583	$ 0.3331	$ 2.00	$ 96,478.11
						Annual Total Spend	**$ 288,160.33**
						5 Year Total Spend	**$ 1,440,801.63**

APPENDIX B RESPONSE FORM
088-17 Joint Agency Fuel Supply Products, Fuel Cards, and Related Services

Submit an original and three (3) copies and one (1) CD/Thumb Drive along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: GATE PETROLEUM COMPANY

Company's Address: 9540 SAN JOSE BLVD, JACKSONVILLE, FL 32257

License Number (if applicable): N/A

Phone Number: 904-737-7220 FAX No: 904-448-3038 Email Address: efletcher@gatefleet.com

BID SECURITY REQUIREMENTS
- [x] None required
- [ ] Certified Check or Bond Five Percent (5%)

TERM OF CONTRACT
- [ ] One Time Purchase
- [x] Annual Requirements 5 yrs- Optional one (1) -- 1 yr renewals
- [ ] Other, Specify- Project Completion

SAMPLE REQUIREMENTS
- [x] None required
- [ ] Samples required prior to Response Opening
- [ ] Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND
- [x] None required
- [ ] Bond required 100% of Bid Award

QUANTITIES
- [ ] Quantities indicated are exacting
- [x] Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS
- [ ] 1% 20, net 30
- [ ] 2% 10, net 30
- [ ] Other _____
- [x] None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL RESPONSE PRICE
1	TOTAL FIVE (5) YEAR PRICE (Transfer Total Bulk Delivery Fuel and Retail Fuel from Appendix B Bid Workbook. Do not included Optional Pricing in this Total.)	~~$74,400,996.15~~

TAXES REMOVED ADJUSTMENT

$61,978,024.50

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda 1 through 8

Handwritten Signature of Authorized Officer of Company or Agent

6/12/2017
Date

Mitchell Rhodes COO
Printed Name and Title

Addendum 7 - Appendix B Response Workbook - 088-17 Joint Agency Fuel Supply Products, Fuel Cards, and Related Services

(Estimated Five (5) Year Consumption represents total volume for all participating agencies, separate awards will be made with each agency based on their individual consumption requirements. Rack pricing is provided as a multiplier to determine basis for award. True award value will be based on actual consumption multiplied by the actual OPIS pricing for the respective week plus the margin provided. Enter data in yellow cells only)

Bulk Delivery Fuel

Fuel Type	Estimated Five (5) Year Consumption - Gallons	Margin (Rack +/- Margin Model)	Rack Pricing (For Bid Total Award Only)	Extended Pricing (For Award Evaluation Only)
Gasoline Grades				
Regular Unleaded	15,000,000	$0.31641	$1.90	$33,246,150.00
Diesel Fuel Grades				
# 2Red Dye Ultra Low Sulfur Diesel	7,500,000	$0.01656	$1.60	$12,124,200.00
Diesel Exhaust Fluid**	10,000	$0.49000	$1.60	$20,900.00

Retail Fuel/Fleet Credit Cards

Fuel Type	Estimated Five (5) Year Consumption - Gallons	Margin (Rack +/- Margin Model)	Rack Pricing (For Bid Total Award Only)	Extended Pricing (For Award Evaluation Only)
Gasoline Grades				
Regular Unleaded	2,500,000	$0.39141	$2.00	$5,978,525.00
Mid-Grade Unleaded	5,000	$0.39141	$2.15	$12,707.05
Premium Grade Unleaded	5,000	$0.39141	$2.25	$13,207.05
Ethanol Blended (E85)**	5,000	$0.39141	$2.15	$12,707.05
Diesel Fuel Grades				
Ultra Low Sulfur Diesel	10,000,000	$0.40016	$1.60	$20,001,600.00
Total Five (5) Year Bulk Delivery Fuel and Retail Fuel (For Award Evaluation Only, Enter total on Appendix B Bid Form)				~~$71,409,985.15~~

TAXES REMOVED ADJUSTMENT $61,978,024.60

Optional Fuel Pricing

(for information only will not be used in award evaluation)

Fuel Type	Estimated Five (5) Year Consumption - Gallons	Margin (Rack +/- Margin Model) OR Price Per Gallon	Rack Pricing (For Bid Total Award Only)	Extended Pricing (For Award Evaluation Only)
Wet Hose Fueling****	2,500,000	$0.51486	$1.60	$5,287,150.00
Compressed Natural Gas (CNG) - Retail	60,000	$0.00		$0.00
Compressed Natural Gas (CNG) - Bulk	15,000	$0.00		$0.00
Propane - Retail	5,000	$0.00		$0.00
Propane - Bulk	2,000	$0.00		$0.00
Kerosene*****	2,500	$2.034	$2.50	$11,335.00
Fixed Generator Refueling Services	2,500	$2.114	$2.50	$11,335.00
Tank Monitoring Telemetry Hardware	300	$0.00	$2.50	$750.00
Temporary Fixed Tanks	5,000	$0.00	$2.50	$12,500.00
Terminal Fueling - Diesel	5,000	$0.00	$2.50	$12,500.00
Terminal Fueling - Unleaded	5,000	$0.00	$2.50	$12,500.00
Total Optional Fuel Pricing (for information only will not be used in award evaluation)				$5,348,270.00

*Per bid specifications, prices above include all taxes. Current tax rates listed below and are subject to change.

Current Retail Tax Rate (per gallon)
Diesel - 0.34186
Gasoline - 0.33311

Current Bulk Tax Rate (per gallon)
Red Dye Diesel - 0.02386
Gasoline - 0.33311

**Product not listed through OPIS Jacksonville market. Price listed is based on actual cost.
***Per bid specifications, product E (Regular Unleaded Gasoline 87-88 Octane Ethanol Free) is not listed in table above.
****Red Dye Diesel only
*****Red Dye Kerosene

EXHIBIT B
CONTRACT TERMS AND CONDITIONS

Building Community®
Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 3, 2017

ADDENDUM NUMBER: **One (1)**

TITLE: **Joint Agency Fuel Supply Products, Fuel Cards, and Related Services**

JEA ITN NUMBER: **088-17**

RESPONSE DUE DATE: **June 1, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. **CHANGE:** A second mandatory pre-response in person or teleconference meeting will be held on May 11, 2017 at 9:00 am to increase competition. This meeting is only mandatory for any companies that did not attend the first mandatory pre-responde meeting. The meeting is optional for all companies that attended the first meeting. The location and call information will remain the same JEA Customer Center, 1st Floor, Room 002 21W Church Street, Jacksonville, FL 32202 OR Dial In 1-888-714-6484 Passcode: 817050.

2. **CHANGE:** The Response Due Date has been extended from May 16, 2017 to **June 1, 2017.** The time of receipt and opening will remain the same.

3. **REVISED DOCUMENT:** A revised Addendum 1 Appendix B Response Workbook is included with this addendum. The quantities shown have been changed to reflect **five (5) years** of estimated usage.

Acknowledge receipt of this addendum on the Response Form

Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 3, 2017

ADDENDUM NUMBER: **SEVEN (7)**

TITLE: **Joint Agency Fuel Supply Products, Fuel Cards, and Related Services**

JEA ITN NUMBER: **088-17**

RESPONSE DUE DATE: **June 20, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

REPLACE: The Bid Workbook issued in Addendum 1 and with the original solicitation is replaced by the Response Workbook issued in this Addendum 7. Changes are highlighted in red.

REPLACE: The **Section 3.3 Retail Fueling Location Purchases** in this Addendum 7, replaces **section 3.3** issued with the original solicitation.

3.3 Retail Fueling Location Purchases.
The Service Provider shall ensure the following Products shall be available for retail purchase by the Participating Agencies.
The Participating Agency requires all Retail Fueling Locations offer:

- Fuels A, B, C, E, F, ~~and~~ H, J and K
  - H – Diesel Exhaust Fluid is required only at locations selling Diesel Fuel.

Acknowledge receipt of this addendum on the Response For

Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 3, 2017

ADDENDUM NUMBER: **SIX (6)**

TITLE: **Joint Agency Fuel Supply Products, Fuel Cards, and Related Services**

JEA ITN NUMBER: **088-17**

RESPONSE DUE DATE: **June 20, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

Agency Responses in Red.

1.) If a vendor does not offer an emergency fuel plan as the option is expressed in section 2.4 of Appendix A (P.40), is the vendor then exempt from the requirements in section 10 of Appendix A (P.54)?
Vendors are required to offer an emergency fuel plan and therefore not exempt.

2.) 3. Please clarify the definition of "Optional" as it is used in section 10 of Appendix A (p.55). It has become unclear as to whether this means optional for a vendor to respond/participate in, or whether this is pricing that is optional for the participating agencies to exercise upon when/if needed?
This is pricing that is optional for the participating agencies to exercise upon if/when needed.

3.) 4. Please clarify the definition of "Optional" as it is used in Appendix B Response Workbook. It has become unclear as to whether this means optional for a vendor to respond/participate in, or whether this is pricing that is optional for the participating agencies to exercise upon when/if needed. It is clear within the solicitation that the pricing will not be used in the evaluation/ranking of responses, however the questions is, is it a necessity for a vendor to provide the optionality of these prices/services within their response?
It is not required to submit the optional pricing lines.

4.) 5. in section 3.8 of Appendix A (p.47). The solicitation states: "3.8 Onsite Generator Fuel Purchases. The Service Provider shall ensure the following Products shall be available for bulk delivery purchase by the Participating Agency, as per the requirements detailed in Section 3.2.2:" Section 3.2.2 is not present anywhere within this solicitation. What is the correct reference?
This should be 3.1.1.

Acknowledge receipt of this addendum on the Response For

of the extensive emergency services specified or available from a true Emergency Fuel Management supplier.

Companies shall submit their plan and Agencies will review. Billing needs to go through the Prime Contractor unless approved by each Agency.

7. **Page 46 (page 9 of Appendix A), paragraph 3.6 Additional Bulk Delivery Fuel Requirements, subparagraph 3.6.1.**

The ITN includes the following requirements for fuel delivery

3.6.1 Delivery.

- Service Provider must deliver fuel required locations within six (6) hours of receipt of order from City and/or County Representative. This requirement is 24/7, and includes orders made on weekends, nights, and holidays.
- For large volume orders, Service Provider shall supply a minimum of 2,000 gallons every six (6) hours until order is fulfilled.
- Fuel orders for emergency generators or any orders to the Participating Agencies identified Critical Locations must be filled within two (2) hours, or supplied in 2,000 gallon increments every two (2) hours until the order has been fulfilled.
- Delivery locations are indicated in the Onsite Fueling Location list provided as Appendix C to this ITN.
- The Service Provider shall be responsible for placing all fuel purchased on a bulk belivery basis in specified tanks at each Onsite Fueling Location per instructions provided by the agency at the time the order is placed.

These delivery requirement timeframes in 3.6.1 are too narrow.

- Please change the first highlighted requirement from within six (6) hours of receipt of order, to within twenty-four (24) hours of receipt of order.
- For emergency generator fueling, are you referring to orders placed during and after a natural disaster? If during and after natural disaster, please understand the emergency fuel services supply subcontractor will need to stage their delivery equipment and personnel, so advance notice to stage for the emergency will be needed before being able to comply with such a tight delivery window of two (2) hours. Even during normal, non-emergency periods, should we offer a subcontractor to mobile refuel generators during non-emergency times, the delivery window is too tight and should be changed to at least twelve (12) to maybe twenty-four (24) hours for the mobile refueling supplier.

No Changes to requirements will be made, at this time. For this Section only, submit a written exception with your Response.

Acknowledge receipt of this addendum on the Response Form

provided in Addendum 3 was billing frequency and payment terms for bulk fuel billing to the City, but that did not specify desired BF/PT for retail fuel purchases.

Discounting is a supplier option. JEA does not process a discount, unless the supplier requests expedited payment terms.

All agencies use Net 30 payment

5. **Page 21, paragraph 2.4.8 Taxes.**

Please confirm if any State motor fuel tax exemptions are expected for either retail fuel purchase or bulk/consigned fuel. To our knowledge the State of Florida only allows the exempt government entity to file refund claims on motor fuel. Fuel card providers cannot file refund claims for this fuel.

We notice the ITN Appendix B Response workbook requires #2 Red Dye Ultra Low Sulfur Diesel. Can you explain why dyed diesel is supplied - are there tax reasons involved with use of dyed diesel for bulk tanks?

The Agencies expect the Company to charge the correct taxes. Each Agencies tax administrator will review for any additional refunds, or claims allowed.

Red Dyed diesel is for off road equipment only and is requested only in specific instances.

6. **Page 54 (page 17 of Appendix A), paragraph 9 Emergency Response, and Addendum 3 response to written questions item #6.**

The response to written questions (Addendum 3) says: "The Bid Workbook has optional fuel pricing with the Rack + Margin model. JEA is requesting suppliers provide Margin for the service type, regardless of location."

Part 1 - Other than under the bullet point items under the paragraph that begins "*At a minimum, the plan should provide for the following*", does the response to written questions item #6 mean that all other emergency requirements under paragraph 2.4 Emergency Fuel Plan or paragraph 9 Emergency Response and Fuel Delivery Services are just **optional services**?

No.

Please review the Bid form, there is an "optional services section" on it.

Part 2 – If we offer an Emergency Fuel Services plan, it would be through a subcontractor that is truly in this business and a company that is geared with equipment, personnel and logistical operations to meet these unique demands. We will need that sub-contractor to be able to bill the Agencies directly for the services they provide at Agency properties and the costs of emergency services proposed or available need to be quoted "A' La Carte". **Will this be an acceptable arrangement (with direct billing of emergency services from a subcontractor) and are we okay offering such a proposal that would include "A' La Carte" menu of services with pricing associated?** With all due respect, the costs of these services cannot be included in the Appendix B Response Workbook, that worksheet does not adequately accommodate quotation

ask that the zip code list control whether a location is "In the Geographic Service Area", not the Appendix D Map. The Appendix D Map does not provide sufficient detail to determine lines of delineation of territories for bidder mapping.

JEA Response: Zip codes do overlap the geographic service areas (GSAs). School boundaries are used to determine the GSAs. The GSA map was provided so that the Respondent could see how the District is divided. The Respondent should work from an electronic version of the map and zoom in for details like major roads, etC.

Part 2 - We have found a Zip Code (32241) that is not listed in any of your GSA's. Please tell us what GSA this zip code should be in.

JEA Response: To the best of our knowledge, zip code 32241 belongs to the Mandarin post office which is in GSA 3.

3. **Page 14, paragraph 1.5.15. SUBCONTRACTORS.**

   In this paragraph on page 14 there is a sentence or paragraph that printed off the right side of the page, so we cannot read the paragraph. Please provide this sentence or requirement which we cannot read.

   JEA Response: see below.

   1.5.15. SUBCONTRACTORS

   The Respondent shall list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response shall result in rejection of company's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the joint agency Representative's prior written consent.

   If the Respondent plans to use Subcontractors to perform over fifty percent (50%) of the Work, the Respondent shall obtain the joint agencies approval at least five (5) days prior to the Response Due Date. Failure to obtain the joint agencies approval shall result in rejection of the company's Response.

4. **Page 19, paragraph 2.4.4. Discount Pricing.**
   Please confirm that JEA does not intend to discount the fuel prices bidder quotes on Appendix B Response workbook through this paragraph. We recommend this paragraph be removed from the ITN because it should not apply to the service/products contemplated by this ITN. Prices respondent quotes in Appendix B workbook should be based on the billing frequency and payment terms offered in responses or required by the agencies and agencies in addendum to the ITN and agencies should not be allowed to deduct the stated discounts in 2.4.4.

   Also note that in prior questions submitted on 5/12, we asked for each agencies specific required invoicing/billing frequency and payment terms, we still need this information. The only response

Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 3, 2017

ADDENDUM NUMBER: **Five (5)**

TITLE: **Joint Agency Fuel Supply Products, Fuel Cards, and Related Services**

JEA ITN NUMBER: **088-17**

RESPONSE DUE DATE: June 20, 2017

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

CHANGE: The Bid Due Date has been changed to June 20, 2017, 12:00 PM noon (EST).

NO ADDITIONAL INQUIRIES WILL BE RESPONDED

Agency Responses in Red.

1. **Bulk Fuel Invoicing to the City.**
   For the bulk fuel portion of the contract (supplied to the City), we notice in Addendum 3, item #2 that the City receives or expects invoicing of bulk fuel Daily, with payment terms of Net 30.

   Part 1 – Please confirm that invoicing of bulk loads can occur separately from off-site retail fuel?

   Confirmed.

   Part 2 – For fleet card processors planning to submit a response, please confirm that it would be acceptable for our fuel supplier partner (subcontractor) to bill the City directly for bulk fuel loads. This would reduce billing costs and allow for cleaner handling of tax exemptions.

   A Subcontractor that is identified with the Bid submission may execute a third party agreement with the Agency – Subject to each Agency approval for this service.

2. **Page 45, paragraph 3.4.1 Geographical Service Area (GSA) Requirements for Retail Stations, and Appendix G Zip Codes:**

   Part 1 - In starting to prepare maps and site listings for the GSA's, we find that the GSA's defined in Appendix G by Zip Codes, have overlapping zip codes that are in multiple GSA's. We

Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 3, 2017

ADDENDUM NUMBER: **Four (4)**

TITLE: **Joint Agency Fuel Supply Products, Fuel Cards, and Related Services**

JEA ITN NUMBER: **088-17**

RESPONSE DUE DATE: **June 13, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

- **CHANGE: The Response Due Date has been changed to June 13, 2017, 12:00 PM (NOON, EST).**

Acknowledge receipt of this addendum on the Response Form

- **RESPONSE:** True Bulk Deliveries are desired, COJ does NOT want consigned fuel.

6. **QUESTION: Page 54 (page 17 of Appendix A), paragraph 9 Emergency Response and Fuel Delivery Services.**

The emergency services identified in paragraph 9 are quite extensive and might require significant investment, preparation, equipment staging, and of course personnel to man emergency fueling stations during or after an emergency situation. The RFP says: "An Optional pricing sheet for each of the locations listed, is provided on page 2 of the Bid Form." We don't see this "optional pricing sheet" listing locations to receive emergency services. We do need a form or recommendation on how to prices these services. NOTE: the form should provide bidders the ability to price each of the specific requirements (for each site to receive emergency services).

- **RESPONSE:** The Bid Workbook has optional fuel pricing with the Rack + Margin model. JEA is requesting suppliers provide Margin for the service type, regardless of location.

QUESTION: In reaching out to business partners for the retail portion, one main concern keeps coming up. The liability portion of the fuel quality for the Card Company and primary fuel contract holder. How can they guarantee the fuel quality for all the vendors in the City of Jacksonville? For example, Mary's Fuel Stop doesn't treat the tank with the correct additive which translates to bad fuel. JEA fuels from this station which causes $1K in damages. In the current RFP, the Card Company and primary fuel contract holder will be responsible for the damages to JEA. This language translates to unknown damages.

- **RESPONSE**: The Respondent may proposal a mark up of the language for JEA's consideration.

QUESTION: The card companies cannot extend OPIS pricing for the retail stations. If a fuel company owns the stations, they are able to extend OPIS to their customers. I don't work for a card company but they have certain discount programs. Your requirement for OPIS will eliminate them completely.

- **RESPONSE**: The Respondent needs to submit a request for a change, not an observation.

QUESTION: If a company doesn't present figures for bulk or retail, this means that they can not extend pricing for the optional fuel pricing. Correct?

- **RESPONSE**: If a Respondent does not Bid on the base work scope, they may be eliminated.

Acknowledge receipt of this addendum on the Response Form

4.9. Provide for each tank, whether that tank currently has an electronic, automatic tank gauging system (i.e. Veeder Root, or Centeron ATG).

- If an ATG is installed on the tank, does the ATG have communication capability (i.e. RS232 phone jack and phone line, or internet connection).
- Please confirm that contractor will be given access to remotely monitor the existing ATG devices.
- If no port for remote monitoring, please confirm the City will upgrade devices to allow remote monitoring of inventory levels.

4.10. Please provide historical annual or monthly gallons for each fuel grade at each onsite tank location.

4.11. If available and especially if true bulk sales are desired, provide the average delivery quantity the City receives for the tanks. This is important to determine whether full transport deliveries can be expected or will the tanks require bobtail or partial (split load) deliveries.

4.12. If consigned fuel is the expectation, does the City expect the vendor to maintain a certain minimum volume threshold in the tanks (i.e. maintain no lower than 35% or 50% full).

4.13. If consigned fuel is the expectation, provide the number of fuel dispenser hoses connected to each fuel grade (tank).

4.14. For the City's fueling locations, are there any fuel delivery vehicle size limitations? It is Important to know whether a large transport can access the location and tanks for delivery, or will a smaller bobtail truck be required for delivery.

4.15. Are there any required delivery windows (i.e. Day of Week or Time of Day) for fuel deliveries to the City fueling locations?

a. **RESPONSE:**
   i. All sites have a Veeder Root Tank Monitoring System
   ii. The ATG does communicate with COJ. COJ places all orders.
   iii. Contractor will not be given access to remotely monitor the existing ATG devices
   iv. Annual usage provided for bulk fuel usage. Daily usage for each site on attachment.
   v. Typical delivery volume is 7,700 Gallons Diesel and 8,800 Gallons unleaded. Where possible, we will order full loads. But, split loads are common.
   vi. The Eastport Rd is only open from 7 AM to 5PM

5. **QUESTION: Page 53 (page 16 of Appendix A), paragraph 8.3 Pre-Existing Fuel Data Software.**

RFP Requirement

8.3 Pre-Existing Fuel Data Software

Currently, EJ Ward is utilized at the existing onsite pump locations in order to capture fuel dispensing information and bill other participating agencies using these pumps. Ideally, the successful Respondent would be capable of integrating with the current EJ Ward system and maintaining for all fueling activites for each Participating Agency.

This requirement seems to certainly imply that the City desires consigned fuel, with transactions billed as fuel is dispensed into vehicles, not bulk fuel billed as large deliveries occur. So similar to our question # 2, confirm whether the service desired is true bulk fuel sales (invoiced as large deliveries occur), or consigned fuel services billing fuel purchases occurring onsite as dispensed into vehicles integrated into normal billing of off-site retail purchases. Note that EJ Ward is not certified on our processing network, please confirm that it would be acceptable for vendor to replace EJ Ward fuel control terminals with contractor preferred equipment for processing consigned fuel transactions at the City owned fuel sites.

Building Community*

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 3, 2017

ADDENDUM NUMBER: Three (3)

TITLE: Joint Agency Fuel Supply Products, Fuel Cards, and Related Services

JEA ITN NUMBER: 088-17

RESPONSE DUE DATE: June 1, 2017

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 2:00 PM

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. **QUESTION:** Can you provide us with the bid tabulation sheet from the last time these services were bid?
   - **RESPONSE:**

City of Jacksonville

	Current	Previous
Unleaded	-0.0063	-0.0051
Diesel	-0.00495	0.0032

All Mark-ups or Discount are applied to the OPIS PADD 1 report Average Rack Price for Jacksonville, FL

2. **QUESTION:** What are the City of Jacksonville's payment terms.?
   - **RESPONSE:** Invoicing electronic and daily. Net 30

3. **QUESTION:** For the City Fuel Deliveries the technical specification appears to read that COJ deliveries are consignment and fuel is not paid for until the fuel is dispensed to the vehicles.?
   - **RESPONSE:** These Deliveries are Bulk fuel deliveries NOT Consigment.

4. **QUESTION: Page 52 (page 15 of Appendix A), paragraph 8 Onsite Fueling Information; also Appendix C COJ Fueling Locations.** Paragraph 8 says that the Appendix C provides information which is not actually included (above ground versus underground tanks). Also, we need **additional** information for each tank or fueling location, including:

   4.8. Number of tanks and tank Sizes for each Fuel Grade by site. Provide whether the tank is above ground or underground tank.

6. **QUESTION:** What fuel card are you currently using?
   - **RESPONSE:** Gate's Fleet Service Card

Acknowledge receipt of this addendum on the Response Form

Building Community

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 3, 2017

ADDENDUM NUMBER: Two (2)

TITLE: **Joint Agency Fuel Supply Products, Fuel Cards, and Related Services**

JEA ITN NUMBER: **088-17**

RESPONSE DUE DATE: June 1, 2017

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. **CHANGE:** The buyer name and buyer contact email has changed in Section 1.1.3. Questions from Nathan Woyak to Rodney Lovgren. See the change in bold and highlighted below:

   1.1.3. QUESTIONS

   All Questions must be submitted in writing to the **JEA Buyer** listed below at least five (5) **business** days prior to the opening date. Questions received within five (5) **business** days prior to the opening date will not be answered.

   For Procurement Questions:
   Buyer: ~~Nathan Woyak~~ **Rodney Lovgren**
   E-mail: ~~woyanj@jea.com~~ **lovgrd@jea.com**

   Technical Questions:
   Contact: Baley Brunell
   E-mail: brunbl@jea.com

2. **QUESTION:** Are you able to let me know if you onsite fuel locations have a card readers?
   - **RESPONSE:** The City of Jacksonville has onsite fuel locations and they use fuel ring technology and some card readers through E.J.Ward

3. **QUESTION:** Who is your current vendor for bulk deliveries and for card services?
   - **RESPONSE:** Gate Petroleum

4. **QUESTION:** How long have they been your vendor?
   - **RESPONSE:** Approximately eight (8) years.

5. **QUESTION:** How are you currently being priced for all products?
   - **RESPONSE:** Margin over OPIS rack pricing

Solicitation

For Participation in

Joint Agency Fuel Supply Products, Fuel Cards, and Related Services

For

Jacksonville, FL

Solicitation Number 088-17

Mandatory Pre-Response Meeting in Person or Teleconference on May 1, 2017, at 2:00 p.m.

JEA Customer Center, 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

OR

Dial In 1-888-714-6484

Passcode: 817050

Responses are due on May 16, 2017 by 12:00 pm

Direct delivery or mail to JEA Bid Office, Customer Center 1st Floor, Room 002

21 W. Church Street, Jacksonville, FL 32202

JEA will publicly open all Responses received from qualified Respondents on May 16, 2017, at 2:00 p.m. in the JEA Customer Center 1st Floor, Room 002, 21 W. Church Street, Jacksonville, FL

Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

August 3, 2017

ADDENDUM NUMBER: **EIGHT (8)**

TITLE: **Joint Agency Fuel Supply Products, Fuel Cards, and Related Services**

JEA ITN NUMBER: **088-17**

RESPONSE DUE DATE: **June 20, 2017**

TIME OF RECEIPT: **12:00 PM**

TIME OF OPENING: **2:00 PM**

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

REPLACE: The Bid Workbook issued in Addendum 1 and Addendum 7 and with the original solicitation is replaced by the Response Workbook issued in this Addendum 7. Changes are highlighted in red.

REPLACE: The **Section 3.3 Retail Fueling Location Purchases** in this Addendum 7, replaces **section 3.3** issued with the original solicitation.

3.3 Retail Fueling Location Purchases.

The Service Provider shall ensure the following Products shall be available for retail purchase by the Participating Agencies.

The Participating Agency requires all Retail Fueling Locations offer:

- Fuels A, B, C, E, ~~**F, and**~~ H, J and K
  - H – Diesel Exhaust Fluid is required only at locations selling Diesel Fuel.

ADDITIONAL CLARIFICATION: All retail stations are not required to provide propane and CNG, only that ones that do provide these need to be identified. Pricing is optional for these, it simply broke out bulk and retail options for these types of fuel.

Acknowledge receipt of this addendum on the Response For

Table of Contents

1. INTENT TO NEGOTIATE (ITN) 5
1.1. INVITATION 5
1.1.1. SCOPE OF WORK 5
1.1.2. INVITATION TO NEGOTIATE 5
1.1.3. QUESTIONS 6
1.1.4. MANDATORY PRE-RESPONSE MEETING IN PERSON OR BY TELECONFERENCE 6
1.1.5. OPENING OF RESPONSES 6
1.2. SPECIAL INSTRUCTIONS 7
1.2.1. MINIMUM QUALIFICATIONS 7
1.2.2. NUMBER OF CONTRACTS TO BE AWARDED 7
1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE 7
1.3. EVALUATION METHODOLOGY 8
1.3.1. EVALUATION AND NEGOTIATION PROCESS 8
1.3.2. ALTERNATE PROVISIONS AND CONDITIONS 9
1.4. SELECTION CRITERIA 9
1.4.1. QUOTATION OF RATES 9
1.4.2. TIE 10
1.5. GENERAL INSTRUCTIONS 10
1.5.1. SUBMITTING THE RESPONSE 10
1.5.2. ADDENDA 10
1.5.3. CONTRACT EXECUTION AND START OF WORK 10
1.5.4. DEFINED TERMS 11
1.5.5. EX PARTE COMMUNICATION 11
1.5.6. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY 11
1.5.7. ETHICS 12
1.5.8. JEA PUBLICATIONS 12
1.5.9. MATHEMATICAL ERRORS 12
1.5.10. MODIFICATION OR WITHDRAWAL OF RESPONSES 12
1.5.11. PROHIBITION AGAINST CONTINGENT FEES 13
1.5.12. PROTEST OF ITN AND AWARD PROCESS 13
1.5.13. RESERVATION OF RIGHTS TO THE JOINT AGENCIES 13
1.5.14. SUNSHINE LAW 13
1.5.15. SUBCONTRACTORS 14
1.6. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS 15
1.6.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM 15
2. CONTRACT TERMS AND CONDITIONS 15
2.1. CONTRACT TERMS AND CONDITIONS 15
2.2. DEFINITIONS 15
2.2.1. DEFINITIONS 15
2.2.2. ACCEPTANCE 15
2.2.3. ADDENDUM/ADDENDA 16
2.2.4. ANNIVERSARY DATE 16
2.2.5. AWARD 16
2.2.6. CONTRACT 16
2.2.7. CONTRACT ADMINISTRATOR 16
2.2.8. CONTRACT AMENDMENT 16
2.2.9. CONTRACT PRICE 16
2.2.10. CONTRACT TIME 16

2.2.11. DEFECT 16
2.2.12. HOLIDAYS 17
2.2.13. INVITATION TO NEGOTIATE 17
2.2.14. INVOICE 17
2.2.15. JEA 17
2.2.16. JEA REPRESENTATIVES 17
2.2.17. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER 17
2.2.18. PERFORMANCE - TOP PERFORMANCE/PERFORMER 17
2.2.19. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER 17
2.2.20. PURCHASE ORDER (PO) 17
2.2.21. RESPONSE 18
2.2.22. RESPONDENT 18
2.2.23. SUBCONTRACTOR 18
2.2.24. SOLICITATION 18
2.2.25. TASK ORDER 18
2.2.26. TERM 18
2.2.27. UNIT PRICES 18
2.2.28. WORK OR SCOPE OF SERVICES 18
2.3. CONTRACT DOCUMENTS 18
2.3.1. ORDER OF PRECEDENCE 18
2.4. PRICE AND PAYMENTS 19
2.4.1. PAYMENT METHOD 19
2.4.2. COST SAVING PLAN 19
2.4.3. MARGIN FIXED FIVE YEARS, NO ESCALATION 19
2.4.4. DISCOUNT PRICING 19
2.4.5. INVOICING AND PAYMENT TERMS 20
2.4.6. JSEB - INVOICING AND PAYMENT 20
2.4.7. OFFSETS 20
2.4.8. TAXES 21
2.5. WARRANTIES AND REPRESENTATIONS 21
2.5.1. WARRANTY 21
2.6. INSURANCE, INDEMNITY AND RISK OF LOSS 21
2.6.1. INSURANCE 21
2.6.2. INDEMNIFICATION 22
2.6.3. RISKS AND PROPERTY 23
2.7. TERM AND TERMINATION 23
2.7.1. TERM OF CONTRACT – DEFINED DATES 23
2.7.2. TERMINATION FOR CONVENIENCE 23
2.7.3. TERMINATION FOR DEFAULT 23
2.7.1. SUSPENSION OF SERVICES 24
2.7.2. FORCE MAJEURE 25
2.8. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION 25
2.8.1. PUBLIC RECORDS LAWS 25
2.8.2. INTELLECTUAL PROPERTY 27
2.8.3. PROPRIETARY INFORMATION 27
2.8.4. PUBLICITY AND ADVERTISING 27
2.8.5. PATENTS AND COPYRIGHTS 28
2.9. LABOR 28
2.9.1. NONDISCRIMINATION 28
2.9.2. LEGAL WORKFORCE 29

2.9.3. PROHIBITED FUTURE EMPLOYMENT 29
2.9.4. HIRING OF OTHER PARTY'S EMPLOYEES 29
2.9.5. COMPANY'S LABOR RELATIONS 29
2.10. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT 29
2.10.1. JEA ACCESS BADGES 29
2.10.2. TRANSITION SERVICES 30
2.10.3. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP) 30
2.10.4. COMPANY REPRESENTATIVES 31
2.10.5. COMPANY REVIEW OF PROJECT REQUIREMENTS 31
2.10.6. LICENSES 31
2.10.7. SAFETY AND PROTECTION PRECAUTIONS 31
2.11. VENDOR PERFORMANCE EVALUATION 31
2.11.1. VENDOR PERFORMANCE EVALUATION 31
2.12. JEA RESPONSIBILITIES 33
2.12.1. COORDINATION OF SERVICES PROVIDED BY THE PARTICIPATING AGENCIES 33
2.13. MISCELLANEOUS PROVISIONS 33
2.13.1. AMBIGUOUS CONTRACT PROVISIONS 33
2.13.2. AMENDMENTS 33
2.13.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY 33
2.13.4. CUMULATIVE REMEDIES 34
2.13.5. DELAYS 34
2.13.6. ENTIRE AGREEMENT 34
2.13.7. EXPANDED DEFINITIONS 34
2.13.8. HEADINGS 34
2.13.9. INDEPENDENT CONTRACTOR 34
2.13.10. LANGUAGE AND MEASUREMENTS 34
2.13.11. MEETINGS AND PUBLIC HEARINGS 34
2.13.12. NEGOTIATED CONTRACT 35
2.13.13. NONEXCLUSIVE 35
2.13.14. REFERENCES 35
2.13.15. RIGHT TO AUDIT AND FINANCIAL REPORTING 35
2.13.16. SEVERABILITY 36
2.13.17. SUBCONTRACTING OR ASSIGNING OF CONTRACT 36
2.13.18. SURVIVAL 37
2.13.19. TIME AND DATE 37
2.13.20. TIME OF ESSENCE 37
2.13.21. WAIVER OF CLAIMS 37
3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK 37
4. FORMS 37

Solicitation

1. INTENT TO NEGOTIATE (ITN)

1.1. INVITATION

1.1.1. SCOPE OF WORK

The purpose of this Invitation to negotiate (the "ITN") is to evaluate and select a vendor that can provide fuel supply products, fuel cards, and related services at the best value to the participating agencies (the "Work" or "Services"). The participating agencies to this ITN are JEA, City of Jacksonville (COJ), Duval County Public School System (DCPS) (the "Participating Agencies"); JEA shall serve as the lead agency for this Procurement. Once a Company is chosen for the Services, each agency will establish a requirements Contract with rack plus pricing on applicable fuels.

Once a Contract is established by each agency, the Company must communicate directly with the individual agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment, credit applications, or lease documents. A Participating Agency shall not be held liable for any cost, damages, expenses, fees, liabilities, etc. incurred by another participating agency's Contract with the Company.

Fuel consumption provided in Appendix B Response Workbook, attached hereto, is an estimated yearly forecast for all three (3) participating agencies combined, which is compiled based on historical data. Each Participating Agency reserves the right to change (increase and decrease) the number of gallons and types of fueling throughout the Contract Term. The Contract Term will be up to five (5) years, with an optional one (1) year renewal.

A more detailed description of the Work is provided in the Technical Specifications included as Appendix A to this ITN.

1.1.2. INVITATION TO NEGOTIATE

You are invited to submit a Response to the Invitation to Negotiate noted below:

JEA ITN Title: Joint Agency Fuel Supply Products, Fuel Cards, and Related Services
JEA ITN Number: 088-17

A complete copy of this ITN and any applicable documents can be downloaded from jea.com.

Response Due Time: 12:00P.M. - **ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.**
Response Due Date: May 16, 2017

All Responses must reference the joint agency ITN Title and Number noted above. All Responses must be made on the appropriate forms as specified within this ITN, and placed in an envelope marked to identify this ITN and delivered or mailed to:

JEA Procurement, Bid Office, 21 West Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Post Office (USPS) which could cause a delay of Response delivery if mailed through the USPS. Therefore, JEA recommends hand delivery to the JEA Bid

Office. Reliance upon the USPS, the courier service employed by JEA, or public carriers is at the Respondent's risk. Responses are due by the time and on the date listed above.

ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

1.1.3. QUESTIONS

All Questions must be submitted in writing to the **JEA Buyer** listed below at least five (5) **business** days prior to the opening date. Questions received within five (5) **business** days prior to the opening date will not be answered.

For Procurement Questions:
Buyer: Nathan Woyak
E-mail: woyanj@jea.com

Technical Questions:
Contact: Baley Brunell
E-mail: brunbl@jea.com

1.1.4. MANDATORY PRE-RESPONSE MEETING IN PERSON OR BY TELECONFERENCE

There will be a mandatory Pre-Response meeting. All interested parties must attend or call into the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by the joint agencies. A roll call will begin for the teleconference attendees immediately at the beginning of the meeting. Respondents not attending the Pre-Response meeting shall have their Responses rejected, and returned unopened.

Respondents shall be on time to the Pre-Response meeting and Respondents must be present at the starting time of the meeting. Respondents not arriving or answering the roll call on time for the meeting will have their Responses rejected, and returned unopened.

PLEASE BE AWARE DUE TO JEA SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-RESPONSE MEETING ON TIME.

PRE-RESPONSE MEETING TIME: 2:00 pm
PRE-RESPONSE MEETING DATE: May 1, 2017
DIAL IN: 1-888-714-6484
PASSCODE: 817050

PRE-RESPONSE MEETING LOCATION: JEA CUSTOMER CENTER, BID OFFICE, 1ST FLOOR, ROOM 002, 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202.

1.1.5. OPENING OF RESPONSES

All Responses received shall be publicly announced and recorded at 2:00 PM on May 16, 2017 in the JEA Bid Office, 21 West Church Street, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202. At the opening of the Responses, a JEA representative will publicly open each Response that was received prior to the due date and time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. A Respondent not meeting all of the following criteria will have their Response rejected:

- The Respondent shall provide one (1) contract reference of similar scope to Appendix A Technical Specifications in which the Respondent managed both fuel delivery and retail cards with at least 3,000,000 combined gallons sold per year, for all services performed within the previous five (5) years as of the Response Due Date. This reference will be contacted and verified.

A Minimum Qualification Form, which is required to be submitted with the Response Form, is provided in Appendix B of this ITN.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

Each participating agency intends to Award one (1) Contract(s) for the Work. Each participating agency reserves the right to Award more than one Contract based on certain groupings of the Work items, or each participating agency may exclude certain Work items, if JEA determines that it is in its best interest to do so.

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH RESPONSE

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com or Demandstar.com.

A. The following forms are required to be submitted with the Response:

- Minimum Qualifications Form- This form can be found in Appendix B of this ITN
- Response Form- This can be found in Appendix B of this ITN
- Response Workbook - This can be found in Appendix B of this ITN
- List of JSEB Certified Firms (if any)
- List of subcontractors (if any)
- Include sample reports requested in Appendix A Technical Specification section 2.6 and any other request made within Appendix A Technical Specification.

If the above listed forms are not submitted with the Response by the Response Due Time and Date, JEA shall reject the Response.

B. JEA also requests the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Date and Time. However, failure to submit these documents prior to Contract execution could result in Response rejection.

- Conflict of Interest Certificate Form - This form can be found at JEA.com
- Insurance certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)

- Any technical submittals as requires by the Technical Specifications

1.3. EVALUATION METHODOLOGY

1.3.1. EVALUATION AND NEGOTIATION PROCESS

The participating agencies intend to select up to four (4) Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by JEA's Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. JEA's CPO office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this ITN. The Selection Committee will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

Prior to developing the Short-list, the Selection Committee may request that the Respondents provide additional information to clarify their Response. The Selection Committee will NOT allow Respondents to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, The Selection Committee may request clarification of submitted documentation so that the Selection Committee may make an accurate assessment in developing the Short-list. The Selection Committee must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this ITN.

The Selection Committee reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if the Selection Committee deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If the Selection Committee determines the previously stated criteria have not been met, the Selection Committee will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list, and will not be allowed to proceed with contract negotiations. Additionally, the prices submitted with the initial Response cannot be increased during the ITN process.

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. The Negotiation Team reserves the right to negotiate concurrently or separately with the Short-list Respondents. The Negotiation Team reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. The Negotiation Team reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or the Negotiation Team may require site visits to Respondent's facilities. Oral presentations, hand-outs, and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

As a part of the negotiation process, the Negotiation Team may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. The Negotiation Team also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by the Negotiation Team to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with the joint agencies, except to respond to requests for clarification from the Negotiating Team.

The Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. The Negotiation Team does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of the participating agencies. In the event that the joint agencies reopen negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs and the Selection Criteria described below in this ITN. The Respondent with the highest score will be submitted to the participating agencies for approval. Once approved, the participating agencies will then present an Award to their respective Award Committees for final approval.

In its sole discretion, the participating agencies reserve the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of the joint agencies. Issuance of this ITN in no way constitutes a commitment by the participating agencies to make an Award or enter into a Contract.

All Responses submitted are subject to the terms and conditions contained in this ITN and each of the respective participating agencies Procurement Code.

1.3.2. ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found on this ITN, including, but not limited to, the Contract terms and conditions contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, will be reviewed but may not be accepted by the joint agencies. However, as this is an ITN, the joint agencies reserve the right to negotiate the best terms and conditions if determined to be in the best interests of the joint agencies, and negotiate different terms and related price adjustments if the joint agencies determines that it provides the best value to the joint agencies.

1.4. SELECTION CRITERIA

1.4.1. QUOTATION OF RATES

Maximum score for criterion is: 100 POINTS

Respondent shall provide a firm-fixed price quote for all Work in this ITN by completing the enclosed Appendix B - Response Form and Response Workbook. The prices shall include all profit, taxes, benefits, travel, and all other overhead items. Additionally, prices shall be fixed for the first five (5) years of the Contract.

Fuel consumption provided in Appendix B - Response Workbook, attached hereto, is an estimated yearly forecast for all three (3) participating agencies combined, which is compiled based on historical data. The estimated quantities are not guaranteed, and each participating agency reserves the right to change (increase and decrease) the number of gallons and types of fueling throughout the Contract Term.

Margin given on Appendix B Response workbook for the Work will remain fixed through the life of the Contract of the Contract with no escalation. If the Contract is renewed by each participating agency following the initial five (5) year term, the Company margin shall remain fixed for the one (1), one (1) year renewal period.

The prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

1.4.2. TIE

In the event of a tie score, the tie shall be resolved in accordance with JEA's Procurement Code and Operational Procedures.

1.5. GENERAL INSTRUCTIONS

1.5.1. SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original Response, three (3) duplicates (hardcopies) and one (1) CD or flash drive. For the submitted electronic copy, the Respondent shall provide a tracked changes version of any terms and conditions comments and an excel version of the quotation of rates workbook. Combed binders are preferred. If there is a discrepancy between the electronic and the hard copy, the hard copy will prevail. JEA will not accept Responses transmitted via email. JEA is the lead agency and all forms must be submitted to JEA. **IF RESPONDENT IS INTERESTED IN RECEIVING A RESPONSE FORM IN A WORD FORMAT, PLEASE EMAIL WOYANJ@JEA.COM WITH THE REQUEST. REQUESTS MUST BE MADE NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.5.2. ADDENDA

The joint agencies may issue Addenda prior to the opening of Responses to change or clarify the intent of this Invitation to Negotiate (ITN). The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by completing the Confirmation of Receipt of ITN Addenda. JEA will post Addenda when issued online at JEA.com. Companies must obtain Addenda from the JEA.com website. All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response at the joint agencies sole discretion.

1.5.3. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, each participating agency will present the successful Respondent with the Contract Documents. Unless expressly waived by the joint agencies, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from each participating agency. If the Respondent fails to execute the Contract or associated documents as required, or if it fails to act on a each participating agency-issued Purchase Order (PO), each participating agency may cancel the Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon the joint agencies receipt of the executed Contract and certificate of insurance, each participating agency will issue a PO, in writing and signed by an authorized each participating agency representative as acceptance of the Proposal and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.5.4. DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.5.5. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning an ITN between a company submitting a Response and any participating agency representative during the time in which the ITN is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of the ITN in which a company becomes privy to information not available to the other Respondents. Social contact between companies and any participating agency Representatives should be kept to an absolute minimum during the ITN process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning this ITN must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by the Joint Agencies, that a question should be answered or an issue clarified, the joint agencies will issue an addendum to all Respondents.

1.5.6. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Response Form, the Respondent certifies and represents as follows:

A. That the individual signing the Response Form is a duly authorized agent or officer of the Respondent. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by the joint agencies. If the Response is submitted by a partnership, the Response Form must be signed by a partner whose title must be listed under the signature. If an individual other than a partner signs the Response Form, satisfactory evidence of authority to sign must be submitted upon request by the joint agencies.

B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of the joint agencies. The joint agencies assume no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that the joint agencies assume the responsibility.

C. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to any subsequent Award of Contract.

D. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify each participating agency of status change.

E. That the Respondent has read understands and will comply with the Section titled Ethics.

1.5.7. ETHICS

By submitting a Response, the Respondent certifies this Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Work other than as a Subcontractor or supplier, and that this Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all the joint agencies ordinances, policies and procedures regarding business ethics.

The Respondent shall submit only one (1) Response in response to this Solicitation. If the joint agencies have reasonable cause to believe the Respondent has submitted more than one (1) Response for the same Work, other than as a Subcontractor or subsupplier, the joint agencies shall disqualify the Bid and may pursue debarment actions.

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Response by completing and submitting the Conflict of Interest Certificate Form found at jea.com. If the joint agencies have reason to believe that collusion exists among the Respondents, the joint agencies shall reject any and all Responses from the suspected Respondent s and will proceed to debar Respondent from future joint agency Awards in accordance with the JEA Procurement Code and the Procurement Codes of the other participating agencies.

The joint agencies are prohibited by its Charter from awarding contracts to joint agency officers or employees, or in which a joint agency officer or employee has a financial interest. The joint agencies shall reject any and all Responses from joint agency officers or employees, as well as, any and all Responses in which a joint agency officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, joint agencies shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. The joint agencies shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding $35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

If the Respondent violates any requirement of this clause, the Response may be rejected and the joint agencies may debar offending companies and persons.

1.5.8. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.9. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected Response Price utilizing the Unit Prices will be used to determine if the Company is Awarded the Work or the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.5.10. MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time submitted and for a period of ninety (90) days following the opening of Responses.

1.5.11. PROHIBITION AGAINST CONTINGENT FEES

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract to the Respondent, to solicit or secure a contract with the joint agencies, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract to the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, each participating agency shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.5.12. PROTEST OF ITN AND AWARD PROCESS

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Purchasing Code, as amended. Copies of the JEA Purchasing Code are available online at www.jea.com.

1.5.13. RESERVATION OF RIGHTS TO THE JOINT AGENCIES

This ITN provides potential Respondents with information to enable the submission of written offers. This ITN is not a contractual offer or commitment by the joint agencies to purchase products or services.

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

The participating agencies reserve the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. The participating agencies may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which the participating agencies determine that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete joint agency contracts of any nature or who have been scored by joint agencies as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

The participating agencies reserve the right to cancel, postpone, modify, reissue and amend this ITN at its discretion.

The participating agencies reserve the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. Each participating agency may Award the Contract in whole or in part. In such cases whenever any participating agency exercises any of these reservations, the participating agency will make a commercially reasonable effort to notify, in writing, all parties to whom ITNs were issued. Each participating agency may award multiple or split Contracts if it is deemed to be in that agency's best interest.

1.5.14. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this ITN are public record and available for public inspection unless specifically exempt by law.

Redacted Submissions

If a Respondent believe that any portion of the documents, data or records submitted in response to this ITN are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this ITN and Respondent's name, and shall be clearly labeled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process. JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this ITN, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE JEA CUSTODIAN OF PUBLIC RECORDS AT: Public Records Request Coordinator, JEA, 21 West Church Street, T-8, Jacksonville, FL 32202, Ph: 904-665-8606, publicrecords@jea.com

1.5.15. SUBCONTRACTORS

The Respondent shall list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response shall result in rejection of company's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the joint agency Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over fifty percent (50%) of the Work, the Respondent shall obtain the joint agencies approval at least five (5) days prior to the Response Due Date. Failure to obtain the joint agencies approval shall result in rejection of the company's Response.

1.6. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM REQUIREMENTS

1.6.1. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

It is at the Respondent's option as to whether it chooses to subcontract to a JSEB firm. The participating agencies encourage the use of JSEB qualified firms; however, the Respondent is not required to utilize JSEB firms to be Awarded this Contract.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

In no case shall the Respondent make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or amount of Work as stated in its Response without prior written notice to the each participating agency Contract Administrator, and without subsequent receipt of written approval for the each participating agency Contract Administrator.

Any subcontractors of Respondent shall procure and maintain the insurance required of Respondent hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Respondent. Note: Any JSEB firms identified by Respondent for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Respondent in this Solicitation). Respondents should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Respondent shall submit subcontractors' Certificates of Insurance to each participating agency prior to allowing subcontractors to perform Work on JEA's job sites.

All question and correspondence concerning the JSEB program should be addressed to the following contact: G. Nadine Carswell, JSEB Manager, JEA, (904) 665-6257, carsgs@jea.com.

2. CONTRACT TERMS AND CONDITIONS

2.1. CONTRACT TERMS AND CONDITIONS

2.2. DEFINITIONS

2.2.1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of this Solicitation and Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" portion of this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation and/or Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2. ACCEPTANCE

Written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.2.4. ANNIVERSARY DATE

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

2.2.5. AWARD

The written approval of the each participating agency's Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, each participating agency will either issue a Purchase Order or execute a Contract with the successful Respondent.

2.2.6. CONTRACT

An agreement between each participating agency and the Respondent, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by each participating agency and the Respondent, or a participating agency issued Change Order.

2.2.7. CONTRACT ADMINISTRATOR

The individual assigned by each participating agency to have authority to administer the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize each agency Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.8. CONTRACT AMENDMENT

A written document signed by each participating agency and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, or an adjustment in the Contract Price or the Term of the Contract. Contract Amendments do not authorize expenditures greater than the monies encumbered by each participating agency, which is stated on the associated Purchase Order(s). An executed Contract Amendment resolves all issues related to the Contract Price and the Term of the Contract.

2.2.9. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of each participating agency.

2.2.10. CONTRACT TIME

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

2.2.11. DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.2.12. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.13. INVITATION TO NEGOTIATE

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from Companies that includes, but not limited to, the Minimum Qualifications Form, samples of contract documents and addenda. Also referred to as "Solicitation".

2.2.14. INVOICE

A document seeking payment to the Company from each participating agency for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company's name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the Unit Price, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.15. JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP. JEA shall also refer to the Participating Agencies of this ITN.

2.2.16. JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as each agency Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

2.2.17. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.2.18. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

2.2.19. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

2.2.20. PURCHASE ORDER (PO)

A commercial document issued by each participating agency, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to each participating agency. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized participating agency signature, and states the dollar amount of the lawfully appropriated funds.

2.2.21. RESPONSE

The document describing the Company's offer submitted in response to this ITN.

2.2.22. RESPONDENT

The respondent to this Solicitation.

2.2.23. SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with each participating agency. Each participating agency is not in privity of contract with the Subcontractor.

2.2.24. SOLICITATION

The documents (which may be electronic) issued by JEA's Procurement Department to solicit Bids from Bidders that includes, but is not limited to, the Bid Documents, Bid Workbook, samples of documents, contractual terms and conditions, the Technical Specifications, and associated Addenda.

2.2.25. TASK ORDER

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

2.2.26. TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.27. UNIT PRICES

The charges to JEA for the performance of each respective unit of Work as stated in the Response Workbook, Bid Form, or Proposal Form, and incorporated into the Contract Documents.

2.2.28. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3. CONTRACT DOCUMENTS

2.3.1. ORDER OF PRECEDENCE

The Contract shall consist of each participating agency Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform each participating agency in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by each participating agency, all Work

performed is at the sole risk of the Company. Each participating agency will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Contract Documents
- Contract Amendments
- Exhibits to Contract Documents
- Addenda to this ITN
- Drawings associated with this ITN
- Exhibits and Attachments to this ITN
- Technical Specifications associated with this ITN
- Response Documents
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENT METHOD

Each participating agency shall pay the Company in monthly installments for the Work rendered during the preceding month. The Company shall invoice each participating agency in accordance with the rates stated on the Company's Response Workbook. Company's rates stated on the Response Workbook shall include all profit, taxes, benefits, travel, and all other overhead items.

2.4.2. COST SAVING PLAN

During the Term of this Contract, each participating agency and Company are encouraged to identify ways to reduce the total cost to each participating agency related to the Work provided by the Company ("Cost Savings Plan"). Each participating agency and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between each participating agency and Company. The decision to accept any cost savings plan shall be in the sole discretion of each participating agency, and each participating agency shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan proposed by Company.

2.4.3. MARGIN FIXED FIVE YEARS, NO ESCALATION

Margin given on Appendix B Response workbook for the Work will remain fixed through the life of the Contract of the Contract with no escalation. If the Contract is renewed by each participating agency following the initial five (5) year term, the Company margin shall remain fixed for the one (1), one (1) year renewal period.

2.4.4. DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- 1% 20, net 30
- 2% 10, net 30

The Company may request alternate payment terms for each participating agency consideration, however, alternate payment terms are not effective until acceptance by each participating agency in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by each participating agency Accounts Payable.

2.4.5. INVOICING AND PAYMENT TERMS

JEA

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

DCPS

The contractor shall submit an invoice weekly to the location(s) designated on the blanket purchase order. Invoices shall fully itemize all charges, including calculation of fuel price. Items shall be grouped by vehicle and show a subtotal for each function/location. Function/location information will be provided at time of set up. Invoices shall be submitted to the following address: Duval County Public Schools Transportation Services, 129 King St. Jacksonville, FL 32204

Each participating agency will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

Each participating agency may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. Each participating agency will return the Invoice or Application for Payment to the Company stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, Each participating agency will pay the Respondent the revised amount within ten (10) days.

Each participating agency may withhold payment if the Respondent is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by each participating agency against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to each participating agency within ten (10) days of determination or written notice.

2.4.6. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

2.4.7. OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.8. TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

Each agency may be exempt from different state and federal taxes. Upon award, each agency will identify the appropriate tax exemptions that shall be applied to fuel purchases. Additionally, the agencies, at their own discretion, may require the vendor to file tax exemption paperwork on their behalf.

2.5. WARRANTIES AND REPRESENTATIONS

2.5.1. WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the service levels, functional and performance requirements defined in the Contract.

The Company warrants all Work for a period of thirty (30) days following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Acceptance, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE

JEA's INSURANCE REQUIREMENTS

Before starting and until the end of the Contract Term, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) $500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance

Limits: $1,000,000 each occurrence, $2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability
All autos-owned, hired, or non-owned; Insurance Limits: $1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability
(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: $2,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify each participating agency as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by each participation agency. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to each participating agency. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to each participating agency for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139 and each participating agency at their requested location.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by each participating agency.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Bidders for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to each participating agency prior to allowing Subcontractors to perform Work on each participating agency job sites.

2.6.2. INDEMNIFICATION

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify each participating agency against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "Participating Agency" shall mean each participating agency as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into

pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3. RISKS AND PROPERTY

Ownership, risks of damage to or loss of the items shall pass to each participating agency upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.7. TERM AND TERMINATION

2.7.1. TERM OF CONTRACT – DEFINED DATES

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

It is at JEA's sole option to renew the Contract for an additional one (1) year period.

This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

2.7.2. TERMINATION FOR CONVENIENCE

Each participating agency shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, each participating agency will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving each participating agencies notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that each participating agency may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by each participating agency.

Each participating agency will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

Independent participating agencies that are a part of the initial award of this contract reserve the right to opt out of the contract at any time and for any reason. If an Independent Agency opts out of the contract, that independent agency will be relieved of all obligations required under the contract. The Independent Agency will only be required to pay the Contractor that amount of the Contract actually performed to the date of the termination

2.7.3. TERMINATION FOR DEFAULT

Each participating agency may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;

- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon participating agencies items or workmanship that are, in each participating agencies sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in each participating agencies sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to each participating agency; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to each participating agency has not been made by the Company for continuance of the Work, then each participating agency may declare Company to be in default of the Contract.

Once Company is declared to be in default, each participating agency will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to each participating agency upon receipt of notice of the expenses from each participating agency. Each participating agency shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. Each participating agency will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit each participating agencies right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to each participating agency. In such a case, each participating agency may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

Each participating agency has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

Each participating agency shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

2.7.1. SUSPENSION OF SERVICES

The participating agencies may suspend the performance of the Services by providing Company with five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Company shall resume the full performance of

the Services when directed in writing to do so by the participating agencies. Suspension of Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in the Contract Documents.

2.7.2. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of the participating agencies to secure approval, validation or sale of bonds; inability of the participating agencies or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.8. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1. PUBLIC RECORDS LAWS

Access to Public Records

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract of the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending it determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information
The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts
If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or otherwise prohibited by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

2.8.2. INTELLECTUAL PROPERTY

The Company grants to each participating agency an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for each participating agency an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should each participating agency, or any third party obtaining such work product through a participating agency, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at each participating agency's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against each participating agency based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to each participating agency by reason thereof. Each participating agency will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, each participating agency will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within thirty (30) days of notice, either secure for each participating agency the right to continue using the Work or will, at the Company's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.8.3. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that each participating agency furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by each participating agency. The Company shall not use this information on another project. All information furnished by each participating agency will be returned to each participating agency upon completion of the Work.

2.8.4. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from each participating agency.

2.8.5. PATENTS AND COPYRIGHTS

In consideration of ten dollars ($10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify the participating agencies from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for the participating agencies the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once; make every reasonable effort to secure for the participating agencies a license, authorizing the continued use of the Services. If Company fails to secure such license for the participating agencies, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to the participating agencies, so that the Services are non-infringing.

2.9. LABOR

2.9.1. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow the participating agencies reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.9.2. LEGAL WORKFORCE

The participating agencies shall consider the Company's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

2.9.3. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of the participating agencies, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with the participating agencies, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with the participating agencies, where (1) the contract with the participating agencies had a value that exceeded $250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for the participating agencies Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of the participating agencies. This prohibition shall not apply to any former officer or employee after two years from cessation from the participating agencies employment.

2.9.4. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

2.9.5. COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify the participating agencies of any actual or potential labor dispute that may affect the Work and shall inform the participating agencies of all actions it is taking to resolve the dispute.

2.10. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.10.1. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.10.2. TRANSITION SERVICES

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), the participating agencies may request Company to provide reasonable transition assistance services ("Transition Assistance"). Company will provide such Transition Assistance until such time as the participating agencies notifies the Company that the participating agencies no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either the participating agencies itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by the participating agencies, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to the participating agencies. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if the participating agencies terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to the participating agencies, and (ii) the participating agencies will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if the participating agency does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

2.10.3. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets can be defined as either physical or cyber that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, a Company that requires access to the Assets shall require that each of its employees, who require unescorted access apply for a JEA access badge through JEA's Security Department. Depending on which Assets a Company must access will determine the specific training and/or personal background screenings that will be required before a JEA badge can be issued. JEA will pay for reasonable costs associated with initial background screenings and training for required Company employees. However, if an initial screening is failed, the Company will be responsible for the cost of that screening and for additional screening costs related to Company employee turnover. An appointment to obtain a JEA access badge can be made by contacting JEA Security at sercuritybadge@jea.com.

Finally, all badges are for assigned individual use only and JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, may result in the Contract being terminated for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company and Company should bear the cost of replacement security badge. Report badge termination notifications to JEA Security at (904) 665-8200.

The language in the above paragraphs shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors for Work or Services to be performed at JEA or SJRPP Facilities.

JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations.

2.10.4. COMPANY REPRESENTATIVES

The Company shall provide the participating agencies with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify the participating agencies in writing of the change.

2.10.5. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. The participating agencies will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if the participating agency is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.10.6. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from the participating agency.

2.10.7. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all the participating agencies procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all the participating agencies damages associated with such termination.

The Company understands and agrees that the participating agencies Representatives may stop Work at any time that the participating agencies, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any the participating agencies directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by the participating agencies to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

2.11. VENDOR PERFORMANCE EVALUATION

2.11.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.12. JEA RESPONSIBILITIES

2.12.1. COORDINATION OF SERVICES PROVIDED BY THE PARTICIPATING AGENCIES

The participating agencies Representative for the Work will, on behalf of the participating agency, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated the participating agency Representative. The participating agencies Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The participating agencies Representative will also authorize the Company to perform work under this Contract.

2.13. MISCELLANEOUS PROVISIONS

2.13.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.13.2. AMENDMENTS

This Contract may not be altered or amended except in writing, signed by the participating agencies Chief Procurement Officer, or designee, and the Company Representative, or each of their duly authorized representatives.

2.13.3. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.13.4. CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.13.5. DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

2.13.6. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.13.7. EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.13.8. HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.13.9. INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between the participating agencies and Company. Neither Company nor the participating agencies will be or become liable or bound by any representation, act, or omission of the other.

2.13.10. LANGUAGE AND MEASUREMENTS

All communication between the Company and the participating agencies, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.13.11. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by the participating agencies, attend all meetings and public hearings as required, in any capacity, as directed by the participating agencies.

2.13.12. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared this Contract.

2.13.13. NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and the participating agencies reserve the right, in its sole discretion, to retain other companies to perform the Work, and/or the participating agencies may self-perform the Work itself.

2.13.14. REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.13.15. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables the participating agencies to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon the participating agencies request, not later than five (5) days after receipt of written request.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out of pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five (5) years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon the participating agencies request, the Company agrees to allow the participating agencies to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by the participating agencies, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the participating agencies. Such records shall be made available to the participating agencies during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three (3) day written notice/without prior notice]. In the event that no such

location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the participating agencies. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two (2) weeks thereafter. Company shall ensure the participating agencies has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to the participating agencies.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the participating agencies unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to the participating agencies in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse the participating agencies for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, the participating agencies may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to the participating agencies that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety [90] days) from presentation of the participating agencies findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with the participating agencies, and/or the participating agencies may exercise any other remedies available by law.

2.13.16. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.13.17. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains the participating agencies approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company

is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when the participating agencies notifies the Company that the participating agencies has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.13.18. SURVIVAL

The obligations of the participating agencies and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.13.19. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for the participating agencies, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for the participating agencies Procurement.

2.13.20. TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.13.21. WAIVER OF CLAIMS

A delay or omission by the participating agencies to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by the participating agencies under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of the participating agencies rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by the participating agencies; nor any correction of faulty or defective work by the participating agencies.

3. TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF WORK

4. FORMS

- Minimum Qualifications Form- This form can be found in Appendix B of this ITN
- Response Form- This can be found in Appendix B of this ITN
- Response Workbook - This can be found in Appendix B of this ITN
- Appendix C- COJ Fueling Stations
- Appendix D- DCPS_GSA_MAP
- Appendix E- Fixed Generator List
- Appendix F- DCPS Example Invoice
- Appendix G- Zip Codes

APPENDIX A - TECHNICAL SPECIFICATIONS

088-17 JOINT AGENCY FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES

TECHNICAL SPECIFICATIONS – MOBILE FUELING

1. SCOPE OF WORK

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide joint agency fuel supply products, fuel cards, and related services and provide the best value to the participating agencies, JEA, City of Jacksonville (COJ), Duval County Public School System (DCPS)(the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and workmanship.

The scope of work is for the supply of fuel products, fuel cards, and related services for the participating agencies including JEA, City of Jacksonville (COJ), Duval County Public School System (DCPS) fleets located in Jacksonville FL. This solicitation will establish a requirements contract with rack plus pricing on applicable fuels in which participating agencies may order from as needed.

Any contract(s) resulting from this ITN shall be available to all participating agencies. Each participating agency that orders from this contract shall be allowed to purchase fuels and related services from the Respondent under the contract terms and conditions, pricing and subject to each agencies purchasing policies and procedures.

The Respondent must communicate directly with each participating agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment, credit applications, or lease documents. A participating agency shall not be held liable for any cost, damages, expenses, fees, liabilities, etc. incurred by another participating agency under this contract.

Fuel consumption provided in the Appendix B Response Workbook is an estimated yearly forecast for all three (3) agencies combined, which is compiled based on historical data. Each participating agencies reserves the right to change (increase and decrease) the number of gallons and types of fueling throughout the contract term. The contract term will be up to five (5) years, with an optional one (1) year renewal.

2. RESPONSE SUBMISSION

The proposed solution should include, at a minimum, the following detailed information:

2.1 Given the purpose of this project and the Participating Agency's goals as stated in this ITN, provide a creative solution to meet such goals. For each component of the work described in this section, state whether your Proposed Solution complies and provide a description of how the Proposed Solution complies as well as any additional information requested.

2.2 Transition / Distribution Plan

What steps will your organization take to ensure that the transition of Services runs smoothly? At a minimum, please identify the minimum required transition time to distribute new Fleet Cards to all Agency Users as needed prior to the start of services.

2.3 Communication Scheme

Describe the communications scheme that your organization will use to keep each Participating Agency informed about the progress of the card distribution as well as to provide post award support for ordering fuel, running reports, and any other continued assistance as needed throughout the life of the contract.

2.4 Emergency Fuel Plan:

The Participating Agency, at their discretion, may re-solicit for an Emergency Fuel Service Provider separately from this ITN. We are interested in determining what Emergency Fueling Services can be provided by Service Providers, and may include some, all, or none of this Scope in the final Contract dependent upon responses received to this section.

In the event of a citywide emergency such as a widespread power outage, natural disaster or severe weather situation, the Company shall work with the Participating Agencies to fully develop a contingency plan to provide emergency fuel services for the Participating Agency fleets. The contingency plan shall make multiple fueling sites available throughout the Participating Agency, complete with portable and stationary sites with adequate pumps, products and portable power. Additionally, the Service Provider shall guarantee continuous supply of bulk delivery Fuel to designated Participating Agency locations. The Contingency Retail Fueling Locations shall be capable of operating twenty-four (24) hours per day until the Citywide/Countywide emergency situation is over. An outline for the emergency plan shall accompany this ITN. See Section 9.

At a minimum, the plan should provide for the following:

- Backup Generators for onsite pumps
- Priority Access
- Daily updates to the Participating Agency providing a listing of all Retail Fueling Locations with fuel available, by type, in the event of a fuel shortage.
- Guarantee of a minimum of four (4) fueling locations within the Greater Jacksonville area during any natural disaster. These locations should be generator ready, and have a fuel tank capacity of a minimum of 10,000 gallons of gasoline and diesel at each location. Each fuel tank must be filled after notification by the appropriate agency contact within forty-eight (48) hours following the notification. The Service Provider must staff the locations to manually capture transactions in the event electronic capture is not available.
- Provide proof of ability to draw fuel from outside the impact area.

2.5 Pricing

The Participating Agency is requesting firm fixed rates for five (5) years plus pricing for contract extensions for all items listed in the Appendix B Response Workbook. Pricing MUST include all aspects of the solicitation.

2.6 Required Narrative Response.

Please provide responses to the following questions regarding your proposed services:

A. Please detail your proposed Fleet Card Managed Services Reporting Program, to include the following information:

- Reporting Services Platform (Web-based, Service Provider Hosted Fleet Card Management System, City/County Hosted system) - Provide Technical Specifications & Requirements.
- Reporting Capabilities - Provide listing of reporting capabilities including standard reports, custom reporting capabilities, ad-hoc reporting & queries of information from the per purchase/per card or pin level up through Citywide or Countywide (based on authorized user-level permissions)

- How current is the information provided in your reporting portal? Does the Fleet Card Management System show live or delayed date? Are there any restrictions to the amount of historical data that can be kept in the Fleet Card Management System? How long is the data maintained?
- Instant reporting for notifications of exceptions (restricted fuel purchases, above/below standard or expected mileage, multiple sources of fueling during a certain time frame, incorrect mileage entry, attempt to purchase above max gallons, etc.). Please identify any capability with the E.J. Ward fueling system.
- Interfaces: SAP, Oracle eAM, etc. Does your system have the capability to interface with current and future interfaces?

  *Please include sample reports in your response to this section.

B. How would your Fleet Card Management Program allow for an instance where a user is restricted to one type of fuel, and that fuel is out at the Retail Fueling Location?

- How does your Fleet Card Management System manage exceptions like this?
- How does your Fleet Card Management System notify the City/County that an exception has occurred? (Please provide details on the format of this notification, and time frame for notifications? Can an exception report be available in the Fleet Card Management System as a live file?)

C. Provide a list of all associated Retail Fueling Locations in the city of Jacksonville and adjacent portions of surrounding counties, and the overall % or # of Retail Fueling Locations in the area. Additionally, provide information on Retail Fueling locations within Florida and Nationally.

- Does your Fleet Card Management System allow for transactions outside of the County at Fueling locations that are not associated with your program? If so, how does the Fleet Card Management System report on these transactions? Would they show up in an exception report?

D. Please provide information on how your Fleet Card Management System records and reports on Retail Fueling location purchases at locations without a pay-at-the-pump option (or in the instance that the pay at the pump option is out of order). What guidelines and steps are in place to verify and ensure that users are charged properly?

E. Retail Fueling Location Training Program – Please provide information on any training programs used at your Retail Fueling locations. How do you ensure consistency and understanding of the program and specific customer needs (Participating Agency users) at Retail Fueling locations?

F. Fleet Card Management System Training Program – Please provide information on your training program for Fleet Card Management System Users.

- Would your training program for Fleet Card users include Documents and/or video training sessions that the Participating Agency could have on their intranet sites to allow users to access any time?
- Can the Fleet Card Management System provide users access in the system to customized training videos or content relative to system use in managing users and user permissions, reviewing data, and reporting? If so, please detail these options and provide examples or screenshots or documents that you use for training in the system.

G. Please provide information about your ability to provide CNG at Retail Fueling Locations, including the number and locations of Retail Fueling Locations with CNG available for purchase and fast-fill pumping capabilities. What are your future plans for providing CNG at Retail Fueling Locations?

H. Outside of the Fuel Types listed in Section 3.3.1– do you offer any additional types of Fuel for Bulk Delivery or Retail Fueling Location Purchases? If so, please detail the types, applications, and rates (Rack Plus Pricing or appropriate) of those Fuels.

I. Do you have access to the FEMA Pipeline in case of shortages or emergency situations? If so, please explain how you would support and fulfill fueling needs for the Participating Agency during those times.

L. Please provide information on any available discounts for volume purchases of fuel over and above the estimate provide initially as part of this solicitation. In the event that the Participating Agencies require a larger volume of Fuel, what additional volumes would constitute a discount to the standard price for fuel?

M. Please provide information about the security measures in place at Retail Fueling Locations. Do your Retail Fueling Locations have cameras at the pumps and in store? Are there specific security measures in place after-hours?

3 SCOPE

3.1 Fuel Products and Service; The participating agencies shall enter into an Agreement to purchase unleaded gasoline, diesel fuel, motor oil and automotive products from the Respondent. These Fuel Products shall meet the specifications described herein. The Products may be purchased from the Respondent's various Retail Fueling Locations that meet the Geographical Service Area (GSA) requirements as defined in the provided map and in section 3.5.1.

The Contractor shall purchase for Participating Agencies a subscription to the Oil Price Information Service (OPIS). The subscription must be for the term of the bid, including any subsequent renewals. Duplications or reproductions of the OPIS report are not acceptable. The OPIS report supplied to the Participating Agencies will be used to monitor the pricing of the fuel supplied by the contractor. The cost of this subscription is to be incorporated into the contractor's bid and is not to be listed as a separate line item.

3.1.1 Fuel Types

Gasoline Grades

A. Regular Unleaded Gasoline (87-88 Octane) Maximum 10% ethanol – shall be priced based on the Oil Price Information Service (OPIS) Gross Average Rack Price as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter "OPIS Newsletter Prices") for the Jacksonville, Florida Rack location. For stations selling regular unleaded gasoline containing ethanol the OPIS Conventional Ethanol 10% Gross Price shall apply. For stations selling gasoline NOT containing ethanol the OPIS Conventional Clear Gross Price shall apply. During summer "low RVP" season, vendor may use the applicable rack price for Low (7.8 RVP). The OPIS Newsletter Prices shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. For purchases of regular unleaded outside of the Jacksonville, FL area, Respondent may invoice the applicable OPIS Average rack price as defined above using the OPIS Rack City prices for the Rack City where the station receives its fuel deliveries. In addition to the OPIS Newsletter Prices vendor shall be reimbursed its quoted bid markup plus any applicable non-exempt taxes and the price shall be reduced for any Volumetric Ethanol Tax Credit ("VEET") rate per gallon

which Vendor agrees to provide as quoted onthe ITN Pricing Schedule provided in Appendix B Response Workbook.

B. **Unleaded Mid Grade Gasoline (89-90 Octane) Maximum 10% ethanol** – shall be priced based on the Oil Price Information Service (OPIS) Gross Average Rack Price as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter "OPIS Newsletter Prices") for the Jacksonville, Florida Rack location. For stations selling mid-grade unleaded gasoline containing ethanol the OPIS Conventional Ethanol 10% Gross Price shall apply. For stations selling gasoline NOT containing ethanol the OPIS Conventional Clear Gross Price shall apply. During summer "low RVP" season, vendor may use the applicable rack price for Low (7.8 RVP). The OPIS Newsletter Prices shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. For purchases of mid-grade unleaded outside of the Jacksonville, FL area, Respondent may invoice the applicable OPIS Average rack price as defined above using the OPIS Rack City prices for the Rack City where the station receives its fuel deliveries. In addition to the OPIS Newsletter Prices vendor shall be reimbursed its quoted bid markup plus any applicable non-exempt taxes and the price shall be reduced for any Volumetric Ethanol Tax Credit rate per gallon which Vendor agrees to provide as quoted on the ITN Pricing Schedule provided in Appendix B ResponseWorkbook.

C. **Premium Unleaded Gasoline (91-93 Octane) Maximum 10% ethanol** - shall be priced based on the Oil Price Information Service (OPIS) Gross Average Rack Price as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter "OPIS Newsletter Prices") for the Jacksonville, Florida Rack location. For stations selling mid-grade unleaded gasoline containing ethanol the OPIS Conventional Ethanol 10% Gross Price shall apply. For stations selling gasoline NOT containing ethanol the OPIS Conventional Clear Gross Price shall apply. During summer "low RVP" season, vendor may use the applicable rack price for Low (7.8 RVP). The OPIS Newsletter Prices shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. For purchases of mid-grade unleaded outside of the Jacksonville, FL area, Respondent may invoice the applicable OPIS Average rack price as defined above using the OPIS Rack City prices for the Rack City where the station receives its fuel deliveries. In addition to the OPIS Newsletter Prices vendor shall be reimbursed its quoted bid markup plus any applicable non-exempt taxes and the price shall be reduced for any Volumetric Ethanol Tax Credit rate per gallon which Vendor agrees to provide as quoted on the ITN Pricing Schedule provided in Appendix B ResponseWorkbook.

D. **E-85 Blend Ethanol Enhanced Unleaded Gasoline** - shall be priced based on the Oil Price Information Service (OPIS) Gross Average Rack Price for E-85 as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter "OPIS Newsletter Prices") for the Jacksonville, Florida Rack location. If there is no OPIS Posted price for E-85, vendor will calculate a "virtual rack price" each week for E-85 based on the sum of the following: a) the applicable OPIS Rack Price for 100% Ethanol at the Jacksonville terminal (multiplied times the appropriate blend percentage); and b) the Rack Average Price for unleaded gasoline at the Jacksonville terminal (multiplied times the appropriate blend percentage). The OPIS Newsletter Prices shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. For purchases of E-85 outside of the Jacksonville, FL area, Respondent may invoice the applicable OPIS Average rack price as defined above using the OPIS Rack City prices for the Rack City where the station receives its fuel deliveries. In addition to the OPIS Newsletter Prices Service Provider shall be paid its quoted bid markup plus any applicable non-exempt taxes and the price shall be reduced for any Volumetric Ethanol Tax Credit rate per gallon which Vendor agrees to provide as quoted on the ITN Pricing Schedule provided in Appendix B ResponseWorkbook.

E. **Regular Unleaded Gasoline (87-88 Octane) Ethanol Free** - shall be priced based on the Oil Price Information Service (OPIS) Gross Average Rack Price as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter "OPIS Newsletter Prices") for the Jacksonville, Florida Rack location. The Conventional Clear Gross Price shall

apply. During summer "low RVP" season, vendor may use the applicable rack price for Low (7.8 RVP). The OPIS Newsletter Prices shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. For purchases of regular unleaded outside of the Jacksonville, FL area, Respondent may invoice the applicable OPIS Average rack price as defined above using the OPIS Rack City prices for the Rack City where the station receives its fuel deliveries. In addition to the OPIS Newsletter Prices vendor shall be reimbursed its quoted bid markup plus any applicable non-exempt taxes and the price shall be reduced for any Volumetric Ethanol Tax Credit ("VEET") rate per gallon which Vendor agrees to provide as quoted on the ITN Pricing Schedule provided in Appendix B ResponseWorkbook.

Diesel Fuel Grades

F. **B-20 Biodiesel Blended Fuel (80% Ultra Low Sulfur Diesel Fuel, 20% pure soybean oil product)** - shall be priced based on a calculated "virtual rack price" each week for B-20 based on the sum of the following: a) the applicable OPIS Rack Price for Biodiesel (B99) at the Jacksonville terminal (multiplied times the appropriate blend percentage i.e. 20%); and b) the Rack Average Price for Ultra Low Sulfur Diesel at the Jacksonville terminal (multiplied times the appropriate blend percentage i.e. 80%). The virtual rack price calculated as defined above shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. In addition to the Prices defined above vendor shall be reimbursed its quoted bid markup plus any applicable non-exempt taxes and the price shall be reduced for any Volumetric Ethanol Tax Credit rate per gallon which Vendor agrees to provide as quoted on the ITN Pricing Schedule provided in Appendix B Response Workbook.

G. **(Ultra Low Sulfur) Diesel Fuel ("ULSD")** - shall be priced based on the Oil Price Information Service (OPIS) No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter "OPIS Newsletter Prices") for the Jacksonville, Florida Rack location. The OPIS Newsletter Prices shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. For purchases of diesel fuel outside of the Jacksonville, FL area, Respondent may invoice the applicable OPIS Average rack price as defined above using the OPIS Rack City prices for the Rack City where the station receives its fuel deliveries. In addition to the OPIS Newsletter Prices vendor shall be reimbursed its quoted bid markup plus any applicable non-exempt taxes. Diesel Fuel may also be referred to as Fuel Oil "Fuel Oil" within this ITB for Onsite Locations requiring fuel for onsite generators.

H. **Gross Ultra Low Sulfur Red Dye Distillate Diesel Fuel ("Red Dye Distillate/RDD").** – as available, shall be priced based on the Oil Price Information Service (OPIS). No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter "OPIS Newsletter Prices") for the Jacksonville, Florida Rack location. The OPIS Newsletter Prices shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. For purchases of diesel fuel outside of the Jacksonville, FL Area, Vendor may invoice the applicable OPIS Average rack price as defined above using the OPIS Rack City prices for the Rack City where the station receives its fuel deliveries. In addition to the OPIS Newsletter Prices vendor shall be reimbursed its quoted bid markup plus any applicable non-exempt taxes.

I. **Diesel Exhaust Fluid** - required in all 2010 and newer model diesel engine vehicles. The total consumption for this product is not clear at this time and is NOT included in OPIS pricing but needs to be available for purchase at fueling locations and billed to vehicles operated by the participating agencies.

Auxilary Fuels

J. **Propane** - the participating agencies use Propane in a limited number of locations. Service Providers shall detail how Propane can be supplied to the agencies and how pricing for Propane

shall be handled. If necessary, Propane can be sold to the agencies directly rather than as a Consigned Fuel.

K. **Compressed Natural Gas ("CNG")** - The pricing for this product should be in Diesel Gallon Equivalents (dGE) and is NOT included in OPIS pricing but needs to be available for purchase at fueling locations and billed to vehicles operated by the city & county. All Retail Fueling Locations providing CNG must utilize fast-fill dispensing systems.

3.2 Fuel Contamination

Fuel provided to the participating agencies either via Service Provider's Retail Fueling Locations, or deliver as Bulk Delivery must be free of any organic growth or water.

3.2.1 **Damages.**

The Service Provider shall be liable for the following damages, to be reimbursed to the appropriate Participating Agency at the actual expense of the associate damage to vehicles and/or equipment, or paid for in full by the Service Provider.

- Cost to remove contaminated fuel from agency's owned vehicles and/or equipment
- Cost to clean agency's owned tanks into which contaminated fuel was pumped.
- Cost to repair damages to agency's owned vehicles and equipment caused by contaminated fuel.

3.3 Retail Fueling Location Purchases.

The Service Provider shall ensure the following Products shall be available for retail purchase by the Participating Agencies.

The Participating Agency requires all Retail Fueling Locations offer:

- Fuels A, B, C, E, F, and H
  - H – Diesel Exhaust Fluid is required only at locations selling Diesel Fuel.

3.4 Additional Retail Fueling Location Requirements.

Service Provider's Retail Fueling Locations must maintain the following levels of service:

- Multiple major brand gas and diesel fuel dispensing locations throughout Duval County and surrounding areas, state of Florida, and continental United States accessible twenty-four (24) hours per day, seven (7) days per week with maps and directories for cardholders showing available fuel locations, Fleet Card Management System support office with personnel available twenty-four (24) hours per day, seven (7) days per week with a toll free number or local number to respond to Participating Agency needs,
- The Service Provider shall work closely with Participating Agency personnel to develop a minimum of four (4) additional strategic partner locations that are generator ready with auxiliary power and card reading capabilities in the event of any disaster and allow Service Provider to position their personnel onsite to manually capture transactions in the event electronic capture is not available.
- Retail Fueling Locations shall not sell the following items to Participating Agency users via their Fleet Cards:
  - Brake fluid
  - Concessions
  - Other items as restricted by any Participating Agency during the term of the Contract
- All fuel purchases shall be self-service only and comply with the Americans with Disabilities Act (ADA) requirements.

3.4.1 **Geographical Service Area (GSA) Requirments for Retail Stations:** The minimum number of retail locations must fall within the GSA and be school bus accessible as described below and as defined in the map provided.

- STA (GSA 1 & 12) – Three (3) retail locations. One (1) shall be located East of the Intracoastal Waterway.
- FSN (GSA 2) –Four (4) retail locations.
- DSS (GSA 3) –Four (4) retail locations..
- FSC (GSA 4) – Three (3) retail locations.
- BBS (GSA 5) – Four (4) retail locations.

3.4.1.1 In order to be considered "school bus accessible" the location must be able to safely accommodate a vehicle that is forty (40) feet long, eight (8) feet wide, and eleven (11) feet high. A school bus requires a turning radius of approximately forty (40) feet.

3.5 Bulk DeliveryBulk Delivery Fuel Requirement

The Service Provider shall ensure the following Products shall be available for Bulk Delivery purchase by the Participating Agency, as per the requirements detailed in Section 3.1.1:

- **Fuels A, G, H, I**

3.6 Additional Bulk Delivery Fuel Requirements.

3.6.1 **Delivery.**

- Service Provider must deliver fuel required locations within six (6) hours of receipt of order from City and/or County Representative. This requirement is 24/7, and includes orders made on weekends, nights, and holidays.
- For large volume orders, Service Provider shall supply a minimum of 2,000 gallons every six (6) hours until order is fulfilled.
- Fuel orders for emergency generators or any orders to the Participating Agencies identified Critical Locations must be filled within two (2) hours, or supplied in 2,000 gallon increments every two (2) hours until the order has been fulfilled.
- Delivery locations are indicated in the Onsite Fueling Location list provided as Appendix C to this ITN.
- The Service Provider shall be responsible for placing all fuel purchased on a bulk belivery basis in specified tanks at each Onsite Fueling Location per instructions provided by the agency at the time the order is placed.

3.6.2 **Payment**

The Participating Agency will reimburse the Service Provider for the fuel at designated Participating Agency Onsite Fueling Locations as fuel is issued to Participating Agency vehicles after an invoice is submitted to the Participating Agency. Fuel purchases for the Participating Agency shall not be commingled, and must be invoiced separately. This invoice must be reconcilable with the electronic transmission of data at the time the fuel products are purchased/dispensed.

The Service Provider shall be responsible for installing electronic devices to record transactions and other necessary data at these locations, as necessary.

3.7 Onsite Generator Fuel.

The Participating Agency have various locations with onsite Generators requiring Fuel. During the term of the Agreement, these locations may request the Service Provider to deliver a set quantity of Fuel to their location to refill the generator tank(s). Service Providers shall deliver fuel within the response times indicated bulk delivery Fuel purchases. Service Provider shall invoice the Participating Agency upon delivery for the full amount of the delivered Fuel.

An initial list of locations requiring Onsite Generator Fuel has been provided in Appendix E to this ITN. Additional locations may be required during the term of the Agreement, and shall be provided to the Service Provider at the time of request.

3.8 Onsite Generator Fuel Purchases.

The Service Provider shall ensure the following Products shall be available for bulk delivery purchase by the Participating Agency, as per the requirements detailed in Section 3.2.2:

- **Fuels F and G**

3.8.1 Volume Discounts.

The Service Provider should define any available volume discounts for purchases of larger tankers of Fuel, if available for purchase of fuel on a non-bulk delivery basis. Please refer to Section 2.6. L to provide additional information regarding your ability to provide volume discounts for fuel purchases.

4 Fleet Retail Credit Card

The Service Provider shall issue the Participating Agencies fleet credit cards (Fleet Cards) able to purchase fuel Products at Service Provider's Retail Fueling Locations and through Card Readers provided at each Participating Agency Onsite Fueling Location. A detailed list of vehicles and equipment requiring cards will be provided be each Participating Agency upon award.

The Service Provider shall have a local representative to handle issues related to the Fleet Card Program, manage training services, and distribution of new and/or replacement cards to City and/or County users.

4.1 Card Issuance

4.1.1 The Service Provider shall supply original fleet credit cards for Participating Agency vehicles, and shall provide replacement cards at no additional cost to the Participating Agency for the term of the Contract.

4.1.2 The Service Provider shall coordinate scheduling of card issuance with each Participating Agency. The Service Provider must provide a one card system for the Participating Agencies.

4.1.3 The Service Provider shall limit authorized purchases to agency authorized Fuels, Fuel Supplies, and related products only.

4.1.4 Replacement of expiring cards a minimum of sixty (60) days prior to expiration.

4.1.5 Service Provider shall stagger Fleet Card expiration dates to keep large volumes of cards from expiring on the same date.

4.1.6 New and replacement cards (for lost, stolen, etc.) must be issued within two (2) business days, at no additional charge to the Participating Agency.

4.1.7 The Service Provider and authorized agency users shall have the ability to lock future purchases on a card or PIN immediately upon notification by the Participating Agency. The Participating Agencies accept no liability for subsequent purchases made with locked out card or PIN,

4.1.8 The Service Provider shall terminate fleet credit cards issued under this Agreement within twenty-four (24) hours of notification by the Participating Agency.

4.1.9 All fleet credit cards shall have magnetic striping, RFID tags, or other electronic means of identification and shall define the fuel products valid for that card.

4.1.10 Upon request by the Participating Agency, the Service Provider shall provide spare cards at initial issue or at time of request during the term of the Contract that may be activated by the Participating Agency from the Fleet Card Management System. Spare cards shall be activated by authorized Participating Agency users in the Fleet Card Management System.

4.2 Card Restrictions

The following restrictions shall be placed on Participating Agency Fleet Cards. Any restrictions MUST be enforced for all purchases made using the Fleet cards, including retail purchases at the pump and in store, as well as purchases of Consigned Fuel at Participating Agency Onsite Fueling Locations.

4.2.1 The Participating Agency shall be able to set a tank gallon maximum on each individual vehicle card and/or employee pin.

4.2.2 The maximum fuel that can be obtained at each fueling and the maximum fuel that a vehicle can receive each day is to be encoded on the vehicle card, and will lock out the vehicle from receiving additional fuel if either of those parameters are exceeded.

4.2.3 There shall be a type of fuel or fuels designated for each individual vehicle card so that each vehicle can be restricted to using only one type of fuel, two (2) types of fuel, three (3) types of fuel or all fuels, etc. The option to purchase multiple fuel types must be included in this program, and final decisions regarding limitations on a per-card basis shall be at the discretion of the Participating Agency.

4.2.4 The Fleet Card Management System shall allow agencies with Onsite Fueling Locations to provide permissions to users at the user level, division level, Agency level, or Citywide/Countywide level to purchase from their tanks on a per tank/fuel type basis. Users may have allowances at none, one, or more onsite locations to purchase Consigned Fuel on their fleet card.

4.3 Fleet Card Management System

The Service Provider shall supply Participating Agency authorized users with access to its Fleet Card Management System to manage, monitor, and report on fueling transactions and activities.

The Fleet Card Management System must be web-based and allow Participating Agency users to log in to a secured site using secure usernames and passwords.

The Fleet Card Management System shall provide 24/7 access to real time dispensing information for authorized Participating Agency users.

The Fleet Card Management System shall allow the Participating Agency to set up various levels of access within the Fleet Card Management System, and to define authorized permissions for each level to edit and/or read information in the Fleet Card Management System. Each KBU/Department should have ability to allow or restrict edit and read permissions per user, and for the KBU/Division/Department as a whole.

The Fleet Card Management System must allow for roll up of information from a reporting standpoint from the Vehicle/User Pin# level all the way up to Citywide & Countywide combined.

4.3.1 Security and Controls.

The Service Provider's Fleet Card Management System shall include the following minimum control and security features:

- One (1) card fuel access system with approximately a four (4) digit unique card number with the ability to identify four (4) to eight (8) digit Agency equipment numbers;
- Fleet Card Management System must require an employee PIN not more than five (5) digits, identifying the driver before fuel is dispensed;
- Each Fleet Vehicle Card number must be tied to a specific Agency Cost Center or Org Number;
- User PINs may be authorized to purchase for multiple specific Agency Centers or Org Numbers based on their permissions within the Fleet Card Management System;

- Enable only authorized Participating Agency employees to access software in order to add, delete or edit card and/or PIN information; and
- Should have the ability to prohibit purchase of non-fuel items.

4.3.2 Modifications to Card/User Permissions.
There shall be easy access to moving a vehicle or an employee pin# (identifying #) from one cost center or account to another cost center or account without having to issue a new fuel card.

4.3.3 The Fleet Card Management System shall be accessible via the internet. The ability to add, edit, lock and unlock vehicle, employee information as well as query and report on all aspects of vehicle, employee, fuel usage or other pertinent data is required.

4.3.4 General Reporting.
The Service Provider shall submit a subsidiary report agreeing with the summary report and categorized by cost center number to the respective Participating Agency and/or department. The report shall present similar information as described above for each purchase. The purchase shall be grouped according to vehicle number, product, and date of purchase. (Please note that some equipment uses an hour use meter rather than an odometer (mileage). The Fleet Card Management System must be able to differentiate between the two and to report similar information for each.).

Per transaction, the Fleet Card Management System must report at a minimum, the following detail:

- Date & Time of transaction;
- Identification of transaction location;
- Identification of vehicle/equipment fueled;
- Vehicle cost center;
- Pin #/Card #/User ID that created purchase;
- Odometer Reading or Hour Meter Reading;
- Type, grade and price per gallon of fuel at time of purchase (both price at pump and actual price paid by City/County after discounts and taxes are removed);
- Total volume (Quantity) and dollar amount of fuel purchased;
- Item purchased (other than fuel- only authorized items), quantity purchased, and unit price of item;
- Miles traveled since last fueling and vehicle miles per gallon;

The electronic transaction file must match the hardcopy invoice provided to the Agency.

4.3.5 City Reporting Requirements.
The Service Provider shall provide a weekly report on the usage of each fuel product, separated by Cost Center for each Participating Agency and/or by Organization Number for each agency department that details the following base information at a minimum:

- Fuel Product;
- Total Usage per Fuel product (in gallons (pounds or GGE where applicable) ;
- Actual Cost at time of purchase; and
- Cumulative chart of each Cost Center / Org Number usage year to date.

A quarterly report shall be provided to the Participating Agency from the Service Provider showing average cost per gallon per month, average rack price for the period, and final city costs

for the quarterly period. The report shall be made available to the Participating Agency within fifteen (15) calendar days after the end of each quarter.

All reports shall be accessible electronically via the Fleet Card Management System and should represent live data. The Fleet Card Management System must have the ability to print reports, save reports in a searchable format (i.e. Adobe pdf), and to export reports to Microsoft Excel. At a minimum, the Fleet Card Management System must be able to support retention and reporting of historical data for at least the last twenty-four months. The Participating Agency prefer the Fleet Card Management System to maintain and report on historical data for the entire time that the Fleet Card Management System is in place, irrelevant of the minimum requirement of twenty-four (24) months of historical data.

4.3.6 Exceptions.

The Fleet Card Management System shall be capable of providing immediate notifications, via email, to designated Participating Agency users of the following exceptions, at a minimum:

- Attempt to purchase restricted items (unauthorized fuel types, brake fluid, concessions, or other unauthorized non-fuel items, etc.);
- Attempt to purchase/purchase of fuel exceeding authorized volume, and/or exceeding number of times allowed for refueling during the day;
- Attempts to fuel from different sources (i.e. retail pump, Onsite Fueling Station, etc.) within a certain time period.
- Purchases at locations other than those authorized by the Service Provider.

5 Training Plan.

The Participating Agency view training as a critical element of the execution of this contact. Explain the training curriculum available to support the Service Provider's Proposed Solution.

The Service Provider shall submit a preliminary Training Plan that shall outline the content, sequence and duration of each segment of each training session necessary to thoroughly and comprehensively train each Participating Agency's personnel to fully utilize the services offered. The Participating Agency shall, at their discretion, determine the final number of users requiring each type of training. The Training Plan must, at a minimum, address training for the following types of users:

Fleet Card Liaisons & Cost Center Business Managers

Fleet Card Users

Onsite Fueling Location Users

Reporting Services Users (Viewers and Administrators as necessary depending on Service Provider's Proposed Reporting Solution and each agency's requirements)

5.1 Training Plan Minimum Requirements

The Training Plan will outline all subjects necessary to train Participating Agency staff to fully understand and utilize the services and to train the designated Participating Agency "trainers" to effectively train other personnel to fully understand and utilize the services in between scheduled Service Provider-Facilitated Training Sessions.

The Training Plan shall require the Service Provider to provide the operator training and comprehensive "train the trainer" training for any Participating Agency personnel; the Service Provider will schedule the training classes and modules according to their appropriate phase of the contract execution.

The Training Plan must take into account classroom resources and personnel scheduling. Onsite locations for training shall be provided by the respective Participating Agency. The Service Provider shall work with the designated contract representative from each Participating Agency to schedule training sessions during implementation, and during the term of the contract.

The Training Plan must include written description of the types of the precise training classes that will be conducted, the number of persons that can be trained in each session, and the total number of hours required for each person to be trained.

All training will be conducted onsite in the respective Participating Agency facilities.

The cost of all training referenced in this Section must be included in the Response Workbook pricing.

5.2 Instruction and Training

The Service Provider shall instruct Participating Agency users of the Service in its proper use initially and at periodic intervals in the future as the Participating Agencies deem appropriate. This pertains to both new users, and to any upgraded/changes to the Fleet Card Management System and/or services as they happen.

At least one (1) month prior to the beginning of services (Contract effective date), the successful Service Provider will be required to schedule and provide onsite training to each Participating Agency and/or department utilizing the Services. The training shall include, but not be limited to the following actions, based on the specific user audience:

a) Website / System navigation
b) Applying for and terminating Fleet Credit/Fuel Cards;
c) Adding, changing and deleting employee PIN numbers;
d) Report analysis;
e) Problem resolution; and
f) Onsite Fueling Location card usage procedures.

The training schedule shall be determined by and between the Service Provider and the Participating Agency, and shall be released (Two [2] weeks prior to training) to all Participating Agency users to allow them to properly plan to attend their training session, or to plan to join session as a makeup, or join sessions together as schedules allow.

6 Retail Fueling Locations and Contacts.

6.1 Maps and Site Directions.

The Service Provider shall provide maps or site directories acceptable to the Agencies with directions to the sites where the above described Fuel Products and other automotive goods and Services may be obtained. The Service Provider shall provide the Participating Agency with an electronic copy of the maps or site directories in a format acceptable to the agency, or shall have them available via the web, without the need for users to login to view this information. The Agency will need the maps or site directories by the contract execution date. Updates of the maps or site directories are to be furnished to the Agencies at least quarterly.

6.2 Points of Contact.

The Service Provider shall designate an individual that will manage this Contract and will be the focal point for all questions and resolution of problems. The individual designated to manage the Contract must be available in person or by phone during normal business hours. The Agency shall be notified immediately if the name and contact information for the emergency responder changes.

The Service Provider shall also designate a minimum of one (1) individual in the local area that must be available 24/7 to address issues and concerns related to the Services, including contact leading up to, during, and following any weather events and/or natural disasters. The full name, email and telephone number contact information for that individual shall be provided to the Participating Agency prior to the Contract effective date, and any changes to this individual or their contact information must be provided immediately to the Participating Agency.

7 Security Requirements.

The Service Provider must define and demonstrate security procedures that are in place. The Participating Agencies require that security measures be taken – both physical security and network security, in that the Participating Agency's information and other documents are made available only to the Service Provider and parties that the Agencies approve. Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process.

7.1 Retail Fueling Locations.

The Service Provider's Retail Fueling Locations shall have security measures in place both during hours of operation, and after-hours. Please provide the required narrative response, including a description of security measures in place at your Retail Fueling Locations.

8 Onsite Fueling Information

The information provided in Appendix C details the location and capacity of the City Onsite Fueling Locations and related dispensers for on-site fueling operations.

8.1 Fuel Deliveries

All orders are for Transport Load Delivery.Transport deliveries are considered to be over 6,000 gallons.

Current Fleet Management Fuel Sites: Above Ground Storage Tanks (AST's) are marked on Appendix C.

Acceptable delivery times are with twenty-four (24) hours of the receipt of order from the Participating Agency.
Participating Agencies will place their orders each morning via e-mail. The contractor must supply all contact names ande-mail addresses for those employees in the ordering process including the delivery company used to deliver the fuel.

8.2 Access.

The Respondent will coordinate such access with the Participating Agency. The Respondent's delivery company will be supplied with keys to the locks securing all fill ports by the using agency. The Respondent will be responsible for the issuing and recovery of keys from their operators. The Respondent will store all keys in a secure place and file a police report for any lost or stolen keys in their possession.

The Participating Agency will provide primary and secondary contacts for all fueling issues, access, spills, and equipment damage.

8.3 Pre-Existing Fuel Data Software.

Currently, EJ Ward is utilized at the existing onsite pump locations in order to capture fuel dispensing information and bill other participating agencies using these pumps. Ideally, the successful Respondent would be capable of integrating with the current EJ Ward system and maintaining for all fueling activites for each Participating Agency.

8.4 Regulatory Compliance:

The supplier is required to comply with all applicable Federal, State, and local regulations pertaining to the operation of a business in the location in which the business resides. The supplier shall also be able to perform legitimate business operations at PARTICIPATING AGENCY Site locations. Failure to comply with any Federal, State, and Local regulations may result in termination of the contract and the supplier will be responsible for (1) any fees, fines, or other monies related to the violation of regulations, and (2) any potential procurement costs.

8.5 Environmental and Safety Compliance:

The supplier is responsible for environmental and safety compliance associated with mobile fueling operations under this contract. The supplier is responsible for investigating applicable regulatory requirements, obtaining necessary permits, obtaining and utilizing the required equipment, obtaining and training qualified fueling personnel, and establishing and following fueling procedures required to assure regulatory compliance. Prior to performing business at any given PARTICIPATING AGENCY location, the supplier must certify that it is knowledgeable of the relevant federal, state and local regulatory requirements and will operate in full compliance with such regulations.

Environmental and Safety compliance includes, *but is not limited to*, the following:

- **State/Local Fire Marshal Inspection and Operational Requirements** – The supplier shall comply with all state and local fire codes. An inspection of the premises and operations by the local fire marshal may sometimes be required for approval of this activity at the location selected.

  The supplier is responsible for facilitating this inspection and gaining approval for on-site fueling.
  State and local fire codes may also require specific operating procedures (e.g., no idling, chocking wheels) and prescribe mobile fueling vehicle and equipment standards (e.g., restrictions on hose length). The supplier must adhere to all such requirements.

- **Environmental Permits** – In some areas, environmental permitting requirements may also apply directly to the mobile fueling supplier. The supplier shall contact the appropriate state and local environmental agency(ies) to determine if the supplier must obtain an air, storm water management, or other waste water discharge permit to conduct mobile fueling operations.

- **OSHA/PARTICIPATING AGENCY Safety Requirements** – The supplier shall ensure compliance with Occupational Safety and Health Administration (OSHA) and PARTICIPATING AGENCY Safety Policy requirements. This includes adhering to proper fueling procedures and utilizing approved equipment and vehicles.

- **DOT Permits / Requirements** – The supplier shall obtain and maintain all relevant Department of Transportation (DOT) permits for the mobile fueling vehicles and other requirements such as vehicle weight limits, posting of the signs, driver licenses, etc.

- The supplier shall maintain a detailed written spill plan that meets the requirements of the Federal, State and Local Laws/ Regulations in which the delivery sites are located and details the required notification and reporting requirements for releases of oil to regulatory authorities. A copy of the supplier's spill plan must be provided to the CO, Contracting Officer's Representative (COR), Site Manager or designee upon contract award. Any spillage shall be immediately treated by the supplier's personnel in a manner that will cause no threat to the safety of any person or property. The supplier must handle all spills in compliance with all Federal, State and Local Laws/ Regulations. **The supplier must immediately notify the site manager of all spills and must provide PARTICIPATING AGENCY with a list of company emergency contacts which should also include contact information for company's environmental clean-up firm. The supplier is responsible for properly addressing and cleaning up any spills and/or releases of oil or other hazardous materials associated with the mobile fueling activity**. The supplier is responsible for proper off-site disposal of any materials generated during spill clean-up in accordance with all applicable Federal, State, and Local Laws/Regulations.

While performing the duties of this contract, the supplier must meet federal, state, local and PARTICIPATING AGENCY Service requirements and provide proof of such compliance to the Contracting Officer (CO) or designee upon request.

8.6 Tank Meter Calibration:

The fuel supplier's measurement equipment must comply with its State and Local Weight and Measurement Authority standards to comply with the National Institute of Standards and Technology (NIST) Handbook 44 applicable regulations for commercial measurement devices. Upon request by PARTICIPATING AGENCY , the supplier will submit an updated copy of the tank meter calibration certification.

9 Emergency Response and Fuel Delivery Services:

During Emergency situations, the contracted supplier will service the area and sites within their mobile fueling contracted area. This includes PARTICIPATING AGENCY locations that are not in their mobile fueling contract, but are located in the geographical area the supplier provides mobile fueling services. PARTICIPATING AGENCY Sites may be relocated to different locations during emergencies. However, the contracted mobile fuel supplier will only be required to service PARTICIPATING AGENCY sites within their contracted geographical area. The emergency location and the required amount of fuel will be determined by the EOC Logistics Group Fuel Lead.

Emergency situations are those defined as a Supply Management emergency response contract action requiring access to emergency fuel and equipment. The fuel shall be delivered, maintained, re-supplied, and repositioned as required on a scheduled or on an as needed basis. Emergency situations are:

1. Issued in response to an emergency event, where the supplies, services, or equipment purchased support an initial response to terrorism, natural disasters or other incidents of national or local significance; and

2. Time is of the essence (endangers lives and/ or PARTICIPATING AGENCY operations), where the contract/order must be placed for immediate delivery. The supplier shall deliver emergency fuel within 36 hours of notification by PARTICIPATING AGENCY . The supplier will be

responsible to fuel those vehicles and pieces of equipment identified by the PARTICIPATING AGENCY Fleet Services.

During emergency situations PARTICIPATING AGENCY may require the contracted supplier to perform the following with diesel and/or unleaded fuel to PARTICIPATING AGENCY locations within their geographical area:

3. Top off generators prior to, during, and after emergency
4. Provide temporary tanks
5. Move tanks from location to location
6. Provide mobile tanks
7. Fuel PARTICIPATING AGENCY vehicles
8. Fuel bulk tanks
9. Fuel employee vehicles

The emergency location, delivery frequency, and the required amount of fuel will be determined by PARTICIPATING AGENCY Fleet Services. Supplier will adhere to all sections in this solicitation. An Optional pricing sheet for each of the locations listed, is provided on page 2 of the Bid Form.

10 Optional Pricing:

Additional optional fueling pricing for various services can be provided by the bidder. This information will not be evaluated but serve as established rates in the event PARTICIPATING AGENCY determines it is in their best interest to utilize this pricing. The following optional service pricing can be provided and is listed in 088-17 Appendix B Response Workbook:

Fixed Generator refueling services - The optional fixed location generator pricing table is provided on the Bid Form. Should PARTICIPATING AGENCY choose to execute this option, the Bidder shall provide fueling services between 7am and 7pm, or as otherwise agreed to by PARTICIPATING AGENCY . Additionally, the refueling volume and number of visits per generator location per year will be intermittent depending on generator use. The Bidder shall refill the fixed location generators when the fuel tank is at less than twenty-five percent (25%) of the tank full capacity on the tank. The list attached to this solicitation, entitled Appendix E, Fixed Location Generators, and provides the capacity and location of each fixed Generator for refueling. The rate provided for Fixed Location Generators will apply during Emergencies and during normal operations, if this option is executed.

Additionally, if capable, a price for a vendor supplied telemetry device in order to remotely monitor tank fuel levels should be included in the bid workbook. If this option is exercised as part of this contract a supplement agreement will be issued detailing the requirements and parameters for use.

Temporary Fixed Tanks - This pricing will include fueling of any temporary fixed tanks that PARTICIPATING AGENCY may establish as part of an emergency procedure. These tanks will be located on PARTICIPATING AGENCY sites and may require refueling during an emergency response period.

Providing Mobile Tanks - This service would include any use of the vendor's mobile tanks either during a time of emergency or other event deemed necessary by PARTICIPATING AGENCY. The price shall include the cost of using the mobile tanks and the fuel.

Wet Hose Fueling of Vehicles - This pricing option is for any need, either during an emergency or other necessary event, of unleaded gasoline and/or ultra-low sulfur diesel fueling services of any Participating Agency vehicles. This price should reflect only the margin over OPIS for E85 unleaded gasoline.

Currently, one participating agency has a wet hose fueling contract in place with Quick Fuel Fleet Services. If possible, the agency would ideally wish to integrate their current services into the billing and reporting data captured by the successful Respondent.

Terminal Fueling – Unleaded: This pricing should be included if the vendor is capable of providing PARTICIPATING AGENCY use of their private fueling terminal to retrieve unleaded gasoline to fuel PARTICIPATING AGENCY Vehicles or PARTICIPATING AGENCY 's fueling trucks. If the vendor does provide this service, they should supply any company procedures and security measure necessary to allow PARTICIPATING AGENCY access. Additionally, this service shall only be supplied to PARTICIPATING AGENCY authorized personnel for PARTICIPATING AGENCY assets. If the bidder choses to supply pricing for this service, they shall also submit the security measures that will be utilized to ensure only authorized personnel and vehicles are granted access.

Terminal Fueling – #2 Dyed Diesel: This pricing should be included if the vendor is capable of providing PARTICIPATING AGENCY use of their private fueling terminal to retrieve #2 dyed diesel to fuel PARTICIPATING AGENCY Vehicles or PARTICIPATING AGENCY 's fueling trucks. If the vendor does provide this service, they should supply any company procedures and security measure necessary to allow PARTICIPATING AGENCY access. Additionally, this service shall only be supplied to PARTICIPATING AGENCY authorized personnel for PARTICIPATING AGENCY assets. If the bidder choses to supply pricing for this service, they shall also submit the security measures that will be utilized to ensure only authorized personnel and vehicles are granted access.

11 NON-PERFORMANCE

11.1 Non-Performance:

If the supplier can/will not deliver adequate fuel to the Participating Agency Site(s) within the agreed upon time frame, the following actions may be taken:

A. The Participating Agency will arrange for fuel to be delivered by another supplier at no additional cost to that Agency or any of the Participating Agencies

B. The Service Provider shall notify the Agency that it is unable/unwilling to make delivery. The Agency may consider the Service Provider's failure to notify as the supplier's inability or unwillingness to make delivery. Participating Agency would then be authorized to obtain fuel from an alternate source. Service Provider shall reimburse Participating Agency for additional costs incurred. Additional costs are defined as the difference between the program price per gallon in effect for the original delivery date and the price paid by the Participating Agency when delivery is received.

C. The Participating Agency may obtain additional fuel through sources it deems appropriate in order to meet the operational needs of the agency. The Service Provider shall reimburse PARTICIPATING AGENCY for additional costs incurred. Additional costs are defined as the difference between the program prices per gallon in effect.

Pearson, Daniel

From: Leslie-Burney, Annette
Sent: Tuesday, October 03, 2017 11:55 AM
To: Pearson, Daniel
Cc: Kurtz, Sheryl
Subject: RE: Recommendatin memo JEA Piggyback

I spoke with Sheryl, who sent it to Risk. Ann explained that since we are included in the RFP, it didn't need to go through Risk. Is also called Ann prior to speaking to Sheryl, but I haven't heard back yet.

Annette L. Burney
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

CITY OF JACKSONVILLE

*** **Privacy Act:** This communication may contain privileged or other official city information. If you are not the intended recipient or believe that you have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. It is a violation of Federal Law to print, copy, retransmit, disseminate, or otherwise use this information.

From: Pearson, Daniel
Sent: Tuesday, October 03, 2017 11:53 AM
To: Kurtz, Sheryl; Leslie-Burney, Annette
Subject: RE: Recommendatin memo JEA Piggyback

Do we have Risk's review of Gates Insurance Certificate?

From: Kurtz, Sheryl
Sent: Friday, September 29, 2017 8:58 AM
To: Pearson, Daniel
Cc: Freeman, Dustin; Leslie-Burney, Annette
Subject: Recommendatin memo JEA Piggyback

Thank you,

Sheryl Kurtz
Equipment Procurement Coordinator
City of Jacksonville,
Fleet Management Division
Jacksonville, FL 32254
(904) 255-7465
(904) 381-4607 Fax