

STATE OF OKLAHOMA

DEPARTMENT OF CENTRAL SERVICES
CENTRAL PURCHASING DIVISION
2401 N. LINCOLN BLVD, SUITE 116
WILL ROGERS BUILDING
OKLAHOMA CITY, OKLAHOMA 73105

NOTICE OF CONTRACT AWARD

CONTRACT TITLE: AUTOMATED FLEET FUELING MANAGEMENT SYSTEM
CONTRACT NUMBER: SW71101

CONTRACT PERIOD: DECEMBER 1, 2007 THROUGH NOVEMBER 30, 2008

AGREEMENT PERIOD: DECEMBER 1, 2007 THROUGH NOVEMBER 30, 2012
(4 OPTIONS TO RENEW)

AUTHORIZED USERS: ALL STATE AGENCIES, COUNTIES, SCHOOL
DISTRICTS, MUNICIPALITIES AND HIGHER EDUCATION

PURPOSE.: The purpose of this contract is to provide a fully automated point of sale fleet fueling management system. The system shall control and dispense motor fuels of all octane and cetane ratings, alternative fuels, and including but not limited to, maintenance services such as towing, tire repair, oil changes and other normal automotive repairs.

INSTRUCTIONS FOR ISSUING RELEASES.... Agencies issuing releases against this contract shall be responsible for entering total dollar amount for each of the commodity codes assigned. The agencies shall be responsible for breaking down the amount invoiced and inputting total dollars spent per commodity code per release.

CONTRACT PRIORITY This contract is a mandatory contract that is available to all state agencies.

TERMS NET 30

CONTRACT TYPE The retail portion of this contract is a Retail Minus Program which is the retail price at the pump, minus excluded federal taxes. The Bulk Fuel portion of the contract is actual cost, plus actual freight, any applicable taxes or fees and a per gallon margin. The consignment portion of the contract is a Firm Fixed Price with Economic Adjustments as based upon the OPIS common index wholesale pricing to resellers plus a fixed margin (OPIS + margin + applicable tax/fee + freight = arrived/charged cost).

AGENCY CONTRACT ADMINISTRATION Agencies shall be responsible for retaining a file consisting of all receipts of purchases made per month against this contract, i.e., all fuel purchases, oil changes, repair services, etc. These files may be audited to verify pricing that the state paid for product and services at the time of purchase.

CONTRACT CONFORMANCE The contract shall be in conformance with all applicable Federal and State Regulations/Specifications pertaining to these products.

ORAL AGREEMENTS No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to this contract are not effective unless acknowledged in writing by the referenced Contracting Officer or an authorized representative.

DEVIATIONS The contractor shall deliver the products/services as specified and offered. Any deviations shall be approved or disapproved in writing by the contracting officer.

CONTRACT TERMINATION The contract shall be in force until the expiration date or thirty (30) days prior written is given by the contract holder or the State of Oklahoma. Immediate cancellation shall be effected when violations of the contract will impede the function of the State and conditions preclude a thirty (30) day notice.

If you are paid more than 45 days after submitting a proper invoice you may be entitled to claim interest penalty. Contact the Office of State Finance at (405) 521-2141 for a copy of the regulations.

The items covered by this Contract have been awarded in the best interest of the State of Oklahoma. If you have any questions concerning this contract, please contact the undersigned officer.

Primary Point of Contact
Theresa Johnson
Contracting Officer
Telephone No.: (405)521-2289
Fax No.: (405) 521-4475
E-MAIL: Theresa_Johnson@DCS.State.OK.US

VENDOR INFORMATION SHEET

CREDIT CARD SERVICES

0000260210

[illegible]

Comdata Network Inc

5301 Maryland Way

Brentwood, TN 37027-5055

CONTACTS:

Brian Truman

Phone : (615) 370-7663

Fax : (615) 376-6960

Tom Gustin

Phone : (406) 431-5127

Government Team

Phone : (866) 662-3535

*****FOR INVOICING ONLY – CONTACT COMDATA FOR QUESTIONS*****

0000278299

Transmontaigne Services Inc.

Mailing: PO Box 5660, Denver CO 80219

Physical: 1670 Broadway, Ste 3100

Denver, CO 80203

CONSIGNMENT AND BULK FUEL

0000277925

[illegible]

Mansfield Oil Company

1025 Airport Parkway, SW

Gainsville, GA 30501

CONTACTS:

Josh Epperson

Phone: (888) 599-7676

Fax : (678) 450-2273

Sandra Johnston

Phone : (800) 283-3835

Fax: (678) 450-2188

After hours: (800) 283-3835 Option 2

Libby Norris, Invoicing Questions

Phone : (800) 255-6699 ext. 2081

Statewide Contract General Provisions SW71101

GP-4 Authorized Users.

Contract shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful Contractor(s).

GP-6 F.O.B. Destination.

All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

GP-13 Termination of Contract.

- (a) Payment Terms are Net 30. This contract can be canceled by the contractor for just cause with 30 day written request and upon written approval from Central Purchasing.
- (b) The State may cancel with just cause upon written notification to vendor.
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the State shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

GP-14 Extension of Contract.

The State may extend the term of this contract up to 90 day intervals if mutually agreed upon by both parties in writing.

GP-15 Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

GP-16 State and Federal Taxes.

Contractor shall supply motor fuel via retails sites without charging any tax for which is the State is exempt. State agencies and political subdivisions are exempt from paying Federal Excise Tax ONLY on all grades of motor fuel. State agencies and political subdivisions are exempt from state taxes on all products purchased.

GP-17 Contractor Invoices.

- (a) The Contractor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation awarded shall be the only office authorized to receive orders, invoice and receive payment. If the contractor wishes to ship or provide service from a point other than the address listed on the face of the contract, a list of these locations must be furnished. No ordering or invoicing will be done at these locations.
- (b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- (c) If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
- (d) In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

General Provisions SW71101 continued

GP-26 Patents and Royalties.

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Special Provisions SW71101

SP-1 Contract Period.

The contract is for a **12** month period, commencing **December 1, 2007** and ending **November 30, 2008**. The contract may be renewed for up to four (4), one year option periods.

SP-2 Required Delivery.

Delivery will be specified on each release order issued against the contract.

SP-9 Venue

All contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.

SP-21 This Contract is a Mandatory Contract.

INSTRUCTIONS FOR USE OF THIS CONTRACT

Contract Administrator:

Theresa Johnson, Contracting Officer of Central Purchasing, Department of Central Services, shall be the Contract Administrator for the State of Oklahoma regarding this contract. Contract Administration for this contract includes but not limited to: delivery schedules and times, reporting requirements, customer service and agency/vendor disputes. The contracting officer must be notified immediately in order to correct any deficiencies between agency and vendor. For monitoring purposes, all complaints, issues or questions regarding this contract must be directed to the above named Contracting Officer.

NOTE: For new accounts for Agencies, Schools, Counties and Municipalities, please contact the contract administrator prior to contacting Comdata to set up credit cards services or Mansfield Oil prior to purchasing bulk fuel.

1.0 PROGRAM OVERVIEW

1.1 Purpose of Agreement. The purpose of this Agreement is to contract with experienced, capable contractors, to provide a fully automated point of sale device fleet fueling management system to control and dispense motor fuels of all octane and cetane ratings, alternative fuels, and including but not limited to complete automotive repairs/service, preventative maintenance, emergency repairs and towing. The contract period shall December 1, 2007 through November 30, 2008 with 4 consecutive one-year renewal option periods at the same terms, conditions and pricing.

1.4 Objectives. The State of Oklahoma desires to establish a contract to:

1.4.1 Give State Agencies the ability to purchase fuel by credit card and consignment fuel at a reduced cost.

1.4.2 Provide all grades of fuel and alternative fuel through retail and privately held fueling locations.

1.4.3 Provide minor emergency and/or general preventative maintenance via retail sites. Prospective Contractors are to include with their response a copy of all codes currently in use at all site locations. In addition, the awarded vendor will submit to the contracting officer any additions to such codes.

1.4.4 Provide, at a minimum, one fleet card system designed to electronically capture all transactions and required reports.

1.4.5 Provide training to all users of the statewide fuel management system at no cost to the state.

2.0 ADDITIONAL PROVISIONS

2.1 Travel Expenses. All travel expenses incurred by the Contractor that are part of this service contract shall be preformed at no cost to the state.

2.1.2 Taxes. Fuel purchases by the State of Oklahoma and its subdivisions are exempt from Federal Excise Tax. The State of Oklahoma and its subdivisions are exempt State and Federal taxes for products and services.

2.1.6 Assignment of Contract and/or Claims. The Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party without the advance written approval of the contracting officer.

2.1.7 Termination for the State's Convenience. The state reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall stop all work hereunder effective on the termination date prescribed in the notice of termination and shall cause any and all of its subcontractors to cease work on or before the effective termination date. No termination cost shall be paid by the State.

2.1.8 Termination for Cause. The state may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the government with adequate assurances of conforming future performance. In the event of termination for cause, the state shall not be liable to the vendor for any termination cost or fees, and the vendor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

2.1.9 Compliances. The Contractor shall comply with all applicable federal, state and local laws, executive orders, rules and regulations applicable to its performance under this contract.

2.1.10 Governing Law. The conduct of this acquisition and any resultant contract and any dispute arising there from shall be governed by the laws of the State of Oklahoma.

2.1.11 Subcontracts. The prime contractor to whom this contract is awarded shall be completely and solely responsible for the satisfactory performance of all subcontract services and performed and items furnished including adherence to the terms and conditions of this contract.

2.1.12 Severability. The terms and conditions of this contract are deemed to be severable one from the other, and any legal determination that one or more provisions is unenforceable or null and void shall have no effect on the remainder of the contract terms and conditions.

2.1.13 Entire Contract. The entire contract shall consist of the RFP, the successful offer including any amendments or changes and the award document, as mutually agreed to by the parties prior to the award.

ADDITIONAL PROVISIONS (CONTINUED)

2.1.14 Records Open for Public Inspection. Availability of records for public inspection shall be in accordance with the Oklahoma Central Purchasing Act (74 O.S., Section 85.10).

2.1.15 Order of Precedence. In the event of a conflict in wording between documents associated with this, the order of precedence shall be (1) the contract award document, (2) the solicitation, and (3) the Contractor's proposal.

2.5 Options to Renew the Term of the Contract. THE STATE may unilaterally extend the term of this contract by written notice to the vendor. If the state exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any renewal options under this clause, shall not exceed five (5) years.

2.6 Cooperation with Succeeding vendor. At the conclusion of this contract, the contractor shall fully cooperate with any succeeding contractor in making the transition to the succeeding contract so as to achieve an effective, customer oriented changeover.

2.7 Publicity. Neither Contractors nor the contractor shall release publicity, press releases, or similar information without the advance written approval of the contracting officer. The state reserves the right to require a Contractor or contractor to submit a copy of any proposed publicity as a part of the contracting officer's approval process.

3.0 Definitions of Terms:

"ANCILLARY ACCESSORIES AND SERVICES" shall mean any commodity and/or service, other than fuel. These commodities and/or service must be installed and/or performed on the Authorized User's vehicle at the time of purchase.

"AST" shall mean Aboveground Storage Tanks

"AUTOMETERING" shall mean Device added to AST & UST to notify end user of fuel tank levels with reordering capabilities.

"CPM" shall mean Cost per mile

"FREIGHT" shall mean Cost of delivery to bulk storage facilities by a carrier from FOB to destination

"FLEET CARD" shall mean the card issued to State and Authorized Users for the purchase of Fuel. Ancillary Accessories and Services and General Service Maintenance

"FLEET CARD SERVICES" shall mean providing services as described in the solicitation and as established in the resultant contract.

"FUEL MARKUP" shall mean the contractor's price to cover all cost associated with providing Fleet card Services for the purchase of fuel product only, and as more particularly detailed in section 3.05,

"MPG" shall mean Miles per gallon

"ODOMETER" shall mean .mileage of a vehicle at the time of fueling or maintenance purchase

"OPIS" shall mean Oil Price Information Service, an industry benchmark for pricing fuel

"RETAIL" shall mean Fuel and/or maintenance locations who accept the Contractors card for payment at specific facilities

"UST" shall mean Underground Storage Tanks

3.10 Fuel Product Management at State and Authorized User Sites

3.10.1 Contractor shall provide option to install a State owned fuel control terminal to dispense fuel from existing, state owned or operated Underground Storage Tank (UST). This UST unit will hold product, owned by the Contractor, for use by the State. The Contractor will provide a fuel control terminal to administer the dispensing and accounting of all attached fuel pumps. The facility shall operate 24 hours a day, and will not require agency personnel for product order or delivery.

3.11 Optional Fuel Product Management at State and Authorized User Sites

Contractor shall provide an option to install auto metering units to both UST (underground storage tanks) and AST (aboveground storage tanks). The units shall notify either the end user agency or the contractor when the fuel tank level falls below a designated level. This is to consolidate delivery for a more cost effective method of acquiring fuel for the state.

- | | | |
|---|----|---|
| a. Cost of: card options for use by the STATE (e.g. single card, optional Personal Identification Code), per month, per agency or per card..... | \$ | 0 |
| b. Cost of: billing ancillary services per billing cycle | \$ | 0 |
| c. Cost of: on going support to the STATE/consulting fees per hour | \$ | 0 |
| d. Cost of: support access via resident terminal to receive/return E-Mail via restricted log-on to the STATE E-Mail system from STATE agencies in regard to locations, card use, card problems, station problems and accounting errors (CONTRACTOR SUPPLIES HARDWARE) per month | \$ | 0 |
| e. Cost of: the ability to track and report to each agency the prevention maintenance schedule of each STATE vehicle in that agency assignment (charge for set up vehicle, not report cost) | \$ | 0 |
| f. Cost of: access to STATE approved maintenance vendors who by competitive pricing may honor the CONTRACTOR fleet card in the processing of repairs for any STATE owned agency, upon authorization/approval of the appropriate agency administrator (identify frequency) | \$ | 0 |
| g. Cost of: software for agencies desiring upgrade or initiation of an in-depth "intra-agency" reporting system | \$ | 0 |

**PRICING SCHEDULE OF SUPPLIES/SERVICES SHEET
COMDATA/TRANSMONTAIGNE
CONTINUED**

SERVICE LEVEL THREE

- f. Cost of: ability to automate the operation of garage facilities, providing electronic downloading of information \$ ____0____
- g. Identify any cost incurred by the STATE for the addition or upkeep of any location required for service by the state, operated by a third party (privately held), per location \$ ____0____

FLEET FUEL COSTS AT RETAIL LOCATIONS

The retail portion of this contract is a Retail Minus Program which is the retail price at the pump, minus excluded federal taxes where level three data is provided.

Gasoline, unleaded Retail price, minus excluded federal taxes.
Gasoline, plus grade. Retail price, minus excluded federal taxes.
Gasoline, premium. Retail price, minus excluded federal taxes.
Diesel Fuel Retail price, minus excluded federal taxes.
Ethanol E-85 Retail price, minus excluded federal taxes.
Aviation Retail price, minus excluded federal taxes.
Marine Retail price, minus excluded federal taxes.

INCENTIVES AND REBATES

LOCATION/MERCHANT DISCOUNT

\$0.02 PER GALLON DISCOUNT AT OVER 1055 SITES IN OKLAHOMA
\$0.02 PER GALLON DISCOUNT AT LISTED TRUCK STOPS

60 BASIS POINTS INCENTIVE IS A REBATE TO BE PAID QUARTERLY TO END USERS IN THE FORM OF A CREDIT ON THE INVOICE. THIS REBATE IS BASED ON THE END USERS ACTUAL SPEND FOR FUEL, ANCILLIARY/NON-FUEL PURCHASES AND MAINTENANCE PURCHASES.

EARLY PAY INCENTIVE

25 BASIS POINTS – OFFERED ON TWICE MONTHLY PAYMENT
50 BASIS POINTS – OFFERED ON DAILY PAYMENT

SERVICE LEVEL THREE

- CONSIGNMENT FUEL COST AT STATE LOCATIONS –**

Gasoline, unleaded . . . . .	.0442	per gallon
Gasoline, plus grade . . . . .	.0442	per gallon
Gasoline, premium. . . . .	.0442	per gallon
Diesel Fuel. . . . .	.0442	per gallon
CNG . . . . .	.0442	per equivalent gasoline gallon
Ethanol E-85 . . . . .	.0442	per gallon

WHOLESALE BULK FUEL

	Per Gallon Margin
Unleaded, 87 octane 500 to 2500 gallons	\$.0250
Unleaded, 87 octane 2501 to 4500 gallons	\$.0250
Unleaded, 87 octane 4500 to 8500 gallons	\$.0175
Unleaded, 89 octane 500 to 2500 gallons	\$.0250
Unleaded, 89 octane 2501 to 4500 gallons	\$.0250
Unleaded, 89 octane 4501 to 8500 gallons	\$.0175
Unleaded, 91 octane 500 to 2500 gallons	\$.0250
Unleaded, 91 octane 2501 to 4500 gallons	\$.0250
Unleaded, 91 octane 4501 to 8500 gallons	\$.0175
Ethanol E-85 0 to 10,000 gallons.....	\$.0250
Low Sulphur Diesel # 2, 500 to 2500 gallons	\$.0250
Low Sulphur Diesel # 2, 2501 to 4500 gallons	\$.0250
Low Sulphur Diesel # 2, 4501 to 8500 gallons	\$.0175
Bio Diesel, 0 to 3500 gallons.....	\$.0250
Bio Diesel, 3500 to 5000 gallons	\$.0250
Bio Diesel, 5000 to 10,000 gallons	\$.0250

(Note: Bio-Diesel must meet the following specifications: ASTM-6751-02. Fuel to be blended at 20% Bio-Diesel and 80% No. 2 low sulphur off-road (dyed) Diesel.)

CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000260210
COMDATA NETWORK INC
5301 MARYLAND WAY
BRENTWOOD TN 37027-5055
USA

[illegible]

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
21	04051003 Fleet maintenance services and repairs.	1.00	0.00	0.00	0.00
24	04050103 Fuel management, service option 1	1.00	0.00	0.00	0.00

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Authorized Signature Betty Cairns

CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000277925
MANSFIELD OIL COMPANY
1025 AIRPORT PKWY
GAINESVILLE GA 30501-6813
USA

Contract ID	0000000000000000000000000000001372	Page	2 of 2
Contract Dates	12/01/2007 to 11/30/2008	Currency	USD
Description:	From Req ID - 58000000981	Rate Type	CRRNT
		PO Date	
		Contract Maximum	0.00
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
12	04051008045 CONSIGNMENT FUEL AT STATE SITES ETHANOL	1.00	0.00	0.00	0.00

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Signature Petty Cairns