



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSALS # 32110-21100
AMENDMENT # 1
FOR FLEET CREDIT CARD AND
CONSIGNMENT FUEL SERVICES**

DATE: 2/25/21

RFP # 32110-21100 IS AMENDED AS FOLLOWS:

- This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.**

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 5, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	February 10, 2021
3. Pre-response Conference	10:00 a.m.	February 12, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 16, 2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 19, 2021
6. State Response to Written "Questions & Comments"		February 25, 2021
7. Response Deadline	2:00 p.m.	March 11, 2021
8. State Completion of Technical Response Evaluations		March 22, 2021
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 24, 2021
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 29, 2021
11. End of Open File Period		April 5, 2021
12. State sends contract to Contractor for signature		April 6, 2021
13. Contractor Signature Deadline	2:00 p.m.	April 8, 2021

- State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
1.4.1.	2	1.This paragraph says to always reference RFP #40100-29320, however the RFP # on first page of the RFP is 40100-21100. So, is the number on the first page the correct RFP # or is it 40100-29320?	The correct RFP number is 32110-21100 as amended in 1.4.1. below.
3.3.1.	11	<p>2.RFP Paragraph reads:</p> <p>3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.</p> <p>We request the State remove or change this paragraph to allow Respondent's to submit a limited number of terms & conditions without risk of submittal causing response to be considered "a non-responsive counteroffer". Such terms and conditions are really needed to adequately address responsibilities of the parties and conditions for use of cards, especially with regards to Security, Loss, Theft, or Unauthorized Use of Cards and even important conditions such as establishment of Credit Limits, Credit Approval, or Billing and Payment Terms for local government entities that want to utilize the contract.</p>	The State declines to make any change to Section 3.1.1 of the RFP.
D.17. Pro forma		3. The limitation of liability for the State under the Contract is limited to the "Estimated Liability." However, this limitation of liability should specifically except actual payments due to Contractor for goods or services provided.	The State declines to make any change to § D.17 of the pro forma contract.
E.3. Pro forma	17	<p>4. Included in this paragraph is a statement saying:</p> <p>"The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract."</p> <p>Please provide a clarification that Contractor is not responsible for maintaining fuel pumps to be automated via Contractor's fuel control terminal (island card reader) device. Also, contractor is not responsible for maintaining State owned automatic tank gauge (ATG) equipment which Contractor may utilize for monitoring fuel inventory levels (for fuel delivery dispatch purposes).</p>	<p>Acknowledged. The following language is added as a 2nd paragraph to E.3.</p> <p>Repair cost added to the Cost proposal. See revised section 6.5 of RFP, revised A.2. & C.3 of the Contract and new E.8. of the Contract.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>Additionally, should the State request assistance getting State owned fuel pumps or ATG equipment repaired, please provide rules for billing these charges and we hereby request to have the ability to add a small surcharge to repair invoices from petroleum equipment repair companies - for providing this service (i.e. paying repair company and coordinating or dispatching service calls on behalf of the State).</p>	
Attachment 6.2. Section B B.15.c.	25	<p>5. We request the following:</p> <p>Item (b) Business Relationships</p> <p>Card accepting merchants should not be considered Respondent's subcontractors for sake of determining level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises.</p> <p>Item (c) Estimated Participation</p> <p>Confirm that Respondent will not be expected to report the State's volume of card usage at retail stations owned by certified Diversity Business Enterprises.</p>	<p>(b) The Respondent's merchants/retail stations are not considered to be sub-contractors for this contract.</p> <p>(c) The Respondent will not be required to report diversity spend for its merchants/retail stations.</p>
E.5. Pro forma	18	<p>6. We request clarification that if the State exercises partial takeover, the contractor shall be allowed to remove any equipment it owns and has installed for providing the consigned inventory services under the contract (example: island card reader equipment).</p>	<p>In the absence of extraordinary circumstances, the Contractor would be allowed to remove its equipment should the State exercise a partial takeover at consignment locations. In the event removing the equipment put the State at risk of not being able to respond to emergencies, the State would attempt to negotiate for the rental of such equipment until such time the State has procured and installed its equipment.</p>
E.6. Pro forma	18	<p>7. We first request that the "Liquidated Damages" provisions of the Pro Forma contract be removed in entirety.</p> <p>Secondly, if the State refuses to remove the Liquidated Damages provision, then we request the State at a minimum insert a sentence as follows: "Liquidated Damages may only be assessed by the State and not by local government entities or other entities that utilize the contract."</p>	<p>(1) The State refuses to remove the Liquidated Damages provision from the Contract. A Liquidated Damages provision is reasonable and specifies a predetermined amount of money that must be paid as damages for the failure of the Contractor to perform under the Contract and represents the best estimate of the damages that would be caused by a breach.</p>

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			<p>(2) The State has the sole right to enforce the application of Liquidated Damages under the Contract, as may be determined by the Tennessee Department of Transportation.</p> <p>Reference Appendix 2 of the Pro forma contract at the bottom of the liquidated damages table: <i>The right to invoke liquidated damages applies to the State only as determined by TDOT. LGEs do not have the authority to impose liquidated damages.</i></p>
Pro forma	6	<p>8. We notice that for each type of gasoline referenced in column left, the RFP uses the terminology "OPIS Gross Clear Rack Average". Please change this terminology to say "OPIS Gross CBOB Ethanol (10%) Rack Average".</p> <p>Note that the Cost Proposal & Scoring Guide should probably be edited to also reference "OPIS Gross CBOB Ethanol (10%) Rack Average Price"</p>	<p>Changed in C.3 of the Contract and in attachment RFP 6.5. in the amended language below.</p>
Pro forma	7	<p>9. Please change the paragraph for E-85 to also include other evolving high ethanol fuel types such as E-15 or E-30, which are likely to grow in popularity and availability in coming years.</p> <p>These evolving fuel types (E-85, E15, E30) should not be priced based on Regular Unleaded (i.e. "OPIS Gross CBOB Ethanol (10%) Rack Average" prices), because the wholesale rack cost of these fuel types can be quite different than regular unleaded - they are a different type of fuel product. Therefore, we request the State allow for pricing of these fuel types by one of the following methods:</p> <p>The Station's Retail Price, less a per gallon discount offered by the Contractor, less exempt taxes.</p> <p>The Applicable Rack Average cost for the fuel type purchased, plus a fixed markup. "Applicable" to mean the OPIS rack where station receives its fuel, or in some instances it could be a "Virtual</p>	<p>Ethanal blends greater than 10% are added to the Cost proposal for retail. See section 6.5 of RFP and C.3 of the Contract in the amended language below.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>Rack Price" used for determining that high ethanol blend cost.</p> <p>Since reliable, relevant OPIS racks for these alternative fuels are difficult, sometimes hard to locate, and constantly changing, we strongly recommend using Retail Price methodology for these high ethanol blends. However, if these fuels do become in large use, and OPIS has consistent postings for the fuels, the rack pricing approach is certainly viable.</p> <p>The Cost Proposal Scoring Guide should be updated to allow for Pricing of these High Ethanol blends based on Retail Pricing if this change is allowed.</p>	
Pro forma	10	<p>10. Please change the paragraph for B20 to also include other evolving high biodiesel fuel blends such as B5, B10, B11, B15 or B20, which could possibly grow in popularity and availability in coming years.</p> <p>These evolving fuel types (B5, B10, B11, B15 or B20) should not be priced based on Number 2 Diesel Ultra Low Sulfur prices, because the wholesale rack cost of these fuel types can be quite different than standard ULS Diesel - they are a different type of fuel product. Therefore, we request the State allow for pricing of these evolving fuel types by one of the following methods:</p> <p>The Station's Retail Price, less a per gallon discount offered by the Contractor, less exempt taxes.</p> <p>The Applicable Rack Average cost for the fuel type purchased, plus a fixed markup. "Applicable" to mean the OPIS rack where station receives its fuel, or in some instances it could be a "Virtual Rack Price" used for determining that high biodiesel blend cost.</p> <p>Since reliable, relevant OPIS racks for these alternative fuels are difficult, sometimes hard to locate, and constantly changing, we strongly recommend using Retail Price methodology for these high biodiesel blends. However, if these fuels do become in large use, and OPIS has consistent postings for the fuels, the rack pricing approach is certainly viable.</p> <p>The Cost Proposal Scoring Guide should be updated to allow for Pricing of these High biodiesel</p>	Biodiesel blends cost is added to the Cost proposal for retail. See section 6.5 of RFP and C.3 of the Contract in the amended language below.

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		<p>blends based on Retail Pricing if this change is allowed.</p>	
Pro forma	NA	<p>11. We notice the contract does not cover pricing of DEF Dispensed at retail locations. We request that the contract be modified to cover pricing of DEF Dispensed, which should be priced based on the Station's Retail Price less any discount offered by the Contractor.</p> <p>The Cost Proposal Scoring Guide should be updated to allow for Pricing of DEF Dispensed based on Retail Pricing if this change is allowed.</p>	<p>DEF is added to the Cost proposal for retail. See section 6.5 of RFP and C.3 of the contract in the amended language below.</p>
3.1.3.	Cost Proposal	<p>12. First, the numbering of the subparagraphs under 3.1.3 seems to be off.</p> <p>In 3.1.2.1 and 3.1.2.2 under 3.1.3 read as follows:</p> <p>3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.5., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.</p> <p>3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.</p> <p>How are we to price the cost of additional services that may be necessary for billing to the State for the following:</p> <p>Cellular Service and related Equipment or Secure Payment Gateway (SPG) subscription costs for transaction processing. The State is responsible for paying for these communication costs.</p> <p>Equipment Repairs when contractor is requested to compete repairs to State owned fueling locations incurring problems, where problem is determined to be with the State's equipment.</p> <p>StrikeForce Bulk Deliveries – Need ability to bill the actual cost of delivery for these special delivery requests.</p>	<p>Cellular Service and related Equipment or Secure Payment Gateway (SPG) subscription will be included in the cost of providing fuel. See RFP Section A.2 amended to include this language.</p> <p>Equipment repairs and StrikeForce Deliveries Repair costs added to the Cost proposal. See revised section 6.5 of RFP, revised A.2. & C.3 of the Contract and new E.8. of the Contract.</p>
Appendix 1, pro forma		<p>13. The list of State Automated Fueling Sites with Tank Capacities does not include the site in Linden, TN. Please add that location to the list.</p>	<p>Added to Appendix 1 of the Contract. Please note other corrections that were made to fuel</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
			types and one address change for Chattanooga.
Technical Response & Evaluation Guide (question regarding communications for consignment locations, not addressed in RFP)		14. We notice the RFP does not clearly address responsibility for telecommunications at the State owned fueling sites. Standard analog phone lines have become obsolete and the State must be responsible for either paying directly or reimbursing Contractor for the costs of Cellular communications data plans and for the costs of Secure Payment Gateway (SPG) subscriptions to technology vendor providing this service. This service is necessary to process consignment fuel purchases over the internet. Responsibility should be clearly defined and either the State should pay these costs directly, or allow for billing these charges as a separate line item.	The providing of WIFI connection and secure encryption at automated site is to be included in the margin bid for fuel. The revised language is included section A.2. of the Pro Forma Contract.
Technical Response & Evaluation Guide (question regarding ATG interface at consignment locations)		15. If a State Agency location does not have an Automatic Tank Gauging (ATG) device that Contractor can interface with, please allow Contractor to not offer consignment fuel services to that location.	The State can't agree to those terms. All TDOT locations currently have automatic tank gauge monitoring equipment although a few of the small above ground tanks didn't until last year. The only agency the State is aware of that doesn't have polling capabilities is Tennessee State University. An alternative is to require state agencies to provide periodic stick readings or veeder root readings to monitor levels.

3. Delete RFP section 1.4, RFP Attachment 6.5, pro forma sections A.2. & C.3., and Pro Forma Appendix 1 in entirety and insert the following in their place AND Insert new Section Pro Forma E.8. (any sentence or paragraph containing revised or new text is highlighted.)

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 31220-2110

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE – The Cost Proposal detailed below, shall indicate the proposed margin for the entire scope of services including all service defined in the Scope of Services of the RFP Attachment 6.8, Pro Forma Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to four (4) places to the right of the decimal point. Discounts and markups are to be expressed in percentages and shall be limited to two (2) places to the right of the decimal point (Example 1.50%, not .015).

The Respondent shall provide a fleet fueling card that allows the purchase of unleaded, diesel, ethanol blended fuels greater than 10% (example E15, E30 and E85) and biodiesel blended fuels at retail fueling locations. In addition, the Respondent must supply unleaded and diesel fuels to state owned automated sites for purchase on consignment basis. All fuel purchases will be self-service.

Conventional Fuels – OPIS Based Pricing

The Respondent shall bid a price for margin on a per gallon basis. All pricing based on the Oil Price Information Services (OPIS) "rack average" (RACK AVG) as published in the OPIS Newsletter. The sum of the margin, OPIS and any applicable taxes** shall be the total charge for fuel. Unleaded and diesel fuel will be priced from the following rack locations in Tennessee: Chattanooga, Knoxville, Nashville and Memphis. Out-of-state fuel purchases will be based on the Memphis, TN rack.

Alternative or Blended Fuels – Retail Based pricing

Purchases of alternative fuels are expected to be minor under this contract. Considering the evolving nature of fuel we are including provisions for Ethanol blended fuels greater than 10% (i.e. E15, E30 and E85) and Biodiesel blended fuels (i.e. B2, B5 and B20). These shall be price at the retail outlet price, less applicable taxes and any discount provided by the Respondent.

Repairs to State Owned Equipment (i.e. fuel pumps and tank monitoring equipment)

At times the respondent may be asked to secure a repair vendor for State owned equipment. The Respondent will be responsible for paying the repair company, coordinating and dispatching service calls on the State's behalf. The Respondent shall be reimbursed for their cost, as supported by an invoice plus their bidded markup.

Strike Force Deliveries

The Respondent will be requested to deliver fuel to State owned tank trailers during emergencies from natural disasters and during annual training drills. TDOT maintains 1-2 tank trailers in each of the 4 regions. The fuel will be compensated the same as consignment plus the cost of delivery and mark up. The mark up applies only to the delivery. The standard consignment mark up applies to the fuel the same as if dispensed from the pump.

**Purchases by the State are exempt from State of Tennessee and most all Federal taxes. The exception being the Leaking Underground Storage Tank Tax and Oil Spill Tax, collectively \$0.0029 per gallon on all fuels except E85 which is \$0.0024 per gallon. Taxes imposed by other states and local governments

apply on purchases within their jurisdictions. Prices for biodiesel and ethanol blended fuels must include any tax credits that apply that would be available to the end consumer.

NOTICE: The Evaluation Factor (Estimated Quantity or Est. Qty) associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement.

Notwithstanding the cost items herein, pursuant to the second paragraph of the Pro Forma Contract section C.1. (refer to RFP Attachment 6.8) “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the responding entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to legally bind the responding entity.

RESPONDENT SIGNATURE:	
PRINTED NAME AND TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME:	

Instructions: Bidders are to complete the Margin field. Margins must be rounded to four (4) decimal places.

RETAIL FUEL PURCHASES					
Regular Unleaded 87-88 Octane					
		Est. Qty		OPIS	
Tax	Margin				
Contract Payment	=	15,359,700 gallons	x	Sum of (1.1429	+
0.0029	+	\$ _____)			
OPIS Gross CBOB Ethanol (10%) Rack Average Price for applicable TN rack					
Plus Unleaded 89-90 Octane					

Tax		Margin	Est. Qty		OPIS	
Contract Payment	=		203,900 gallons	x	Sum of (1.3116	+
0.0029	+	\$ _____)				
OPIS Gross CBOB Ethanol (10%) Rack Average Price for applicable TN rack						
Premium Unleaded 91 Octane or higher						
Tax		Margin	Est. Qty		OPIS	
Contract Payment	=		157,600 gallons	x	Sum of (1.5842	+
0.0029	+	\$ _____)				
OPIS Gross CBOB Ethanol (10%) Rack Average Price for applicable TN rack						
Number 2 Diesel Fuel (ULSD)						
Tax		Margin	Est. Qty		OPIS	
Contract Payment	=		9,828,600 gallons	x	Sum of (1.2897	+
0.0029	+	\$ _____)				
OPIS Gross No. 2 Distillate Price Rack Average Price for applicable TN rack						
Ethanol Blends Greater than 10% - Retail price less discount						
			Est. Qty		Estimated Price	
Discount						
Contract Payment	=		9,000 gallons	x	\$1.1453	x
_____ %						
Biodiesel Blends – Retail price less discount						
			Est. Qty		Estimated Price	
Discount						
Contract Payment	=		3,800 gallons	x	\$1.2926	x
_____ %						
Diesel Exhaust Fluid – Retail price less discount						
			Est. Qty		Estimated Price	
Discount						
Contract Payment	=		10,720 gallons	x	\$10.04	x
_____ %						

CONSIGNMENT FUEL PURCHASES					
Regular Unleaded 87-88 Octane					
Tax	Margin	Est. Qty		OPIS	
Contract Payment 0.0029	=	3,145,800 gallons	x	Sum of (1.1429	+
+	\$ _____)				
OPIS Gross CBOB Ethanol (10%) Rack Average Price for applicable TN rack					
Number 2 Diesel Fuel (ULSD)					
Tax	Margin	Est. Qty		OPIS	
Contract Payment 0.0029	=	2,033,100 gallons	x	Sum of (1.2897	+
+	\$ _____)				
OPIS Gross No. 2 Distillate Rack Average Price for applicable TN rack					

OTHER REIMBURSABLE COSTS		
Repairs to State Equipment		
Estimate Repairs		Markup
\$3,000	x	_____ %
Strike Force Delivery – Transportation cost only. Fuel prices based on consignment		
Est Delivery Cost		Markup
\$7,000	x	_____ %

Amounts are for evaluation purposes only. Quantities are estimated annual volumes and do not constitute a guarantee of quantities to be purchased under the contract.

TOTAL EVALUATION COST AMOUNT (sum of evaluation (Margin) costs above):			
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$	x 40 (maximum possible score)	SCORE:	

State Use – RFP Coordinator Signature, Printed Name & Date:

A.2. The Contractor shall provide for the purchase of unleaded gasoline, diesel, ethanol blended fuels greater than 10% (example E15, E30 and E85) and biodiesel blended fuels at retail outlets and for the purchase of unleaded gasoline and diesel at State owned facilities using the Contractor's fleet credit card. The Contractor will be responsible for the delivery and stocking of fuel at State owned facilities and for installing and maintaining electronic card readers and connection services. At no additional charge to the State, the Contractor is to provide WIFI connection and secure encryption at automated sites to ensure a safe and secure connection between their card reader and computer network. A complete list of State fueling locations is provided in Appendix 1. Consignment fuel requirements for state automated sites are detailed in Appendix 2. Only the Contractor will be permitted to deliver consignment fuel to the State owned facilities except in cases of default by the Contractor.

The Contractor may be asked by the State to secure a repair vendor for State equipment. The Contractor will be responsible for , coordinating service calls and after receiving the State's written approval, proceeding with authorizing the recommended repairs... ,

The Contractor will be requested to deliver fuel to State owned tank trailers during emergencies and annual training drills. TDOT maintains 1-2 trailers in each of the 4 regions. The fuel will be compensated as consignment fuel once dispensed from the delivery truck to the tank trailer.

This Contract will be a restricted DGS statewide contract managed by the Tennessee Department of Transportation (TDOT). As such, TDOT is the primary user of the contract and will be responsible for the day-to-day management of the contract. Other State agencies and local governmental entities (LGEs), defined in E.7 also known as authorized users, also may elect to use this Contract. Any entity that purchases from this Contract may be referred to herein as a "Customer."

LGEs are defined as local governmental entities within the geographic limits of the State of Tennessee, any private nonprofit or public institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501 (c) (3) as amended and which contracts with the U.S. Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.).

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Fuel Purchased at Retail Locations

- Regular Unleaded Gasoline (87-88 Octane) - "OPIS Gross CBOB Ethanol (10%) Rack Average" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN and Nashville, TN plus \$0.xx per gallon.
- Unleaded Plus Gasoline (89-90 Octane) - " OPIS Gross CBOB Ethanol (10%) Rack Average " as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.xx per gallon.
- Premium Unleaded Gasoline (91 and above Octane) - " OPIS Gross CBOB Ethanol (10%) Rack Average " as published in the OPIS Newsletter for the close of business (4:30 pm central time) on

Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.xx per gallon.

- Number 2 Diesel Fuel (Ultra Low Sulfur) - "OPIS Gross Ultra Low Sulfur Distillate Rack Average" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.xx per gallon.

- Out-of-State Purchases - Unleaded and Diesel will be reimbursed at the applicable Memphis, TN "rack average price" plus any applicable state taxes.

- Ethanol Fuels Greater than 10% - Retail price, exclusive of tax for which the State is exempt, less percent x.xx% discount per gallon.

- Biodiesel blended Fuels – Retail price, exclusive of tax for which the State is exempt, less percent x.xx% discount per gallon.

- Diesel Exhaust Fluid – Retail price, exclusive of tax, less percent x.xx% discount.

Fuel Purchased on Consignment Basis at State Owned Fueling Locations

- Regular Unleaded Gasoline (87-88 Octane) - " OPIS Gross CBOB Ethanol (10%) Rack Average " as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.xx per gallon.

- Number 2 Diesel (Ultra Low Sulfur) - "OPIS Gross Ultra Low Sulfur Distillate Rack Average" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.xx per gallon.

- The State reserves the right to switch OPIS postings for equivalent fuels caused by changes in federal regulations or market trends. No extra compensation will be allowed in margin for changes in OPIS posting. Also, the State at its discretion may allow the substitution of the Wednesday close of business (COB) price in lieu of the Thursday COB price during holidays or to expedite the calculation of prices for alternative fuels. Prices must include any tax credits that are applicable to the consumer.

Other Reimbursable Costs

- Repairs to State Owned equipment (i.e. fuel pumps and ATG equipment) – Actual cost, plus Contractor's x.xx% markup, approved in advance of the repair, in accordance with Section E.8.

- StrikeForce tank deliveries – Actual transportation carrier cost plus Contractor's x.xx% markup

Prices paid for automotive goods and/or services other than fuel will be retail prices at no mark up. Any special offers or discounts offered to the general public are to be made available to users of the contract.

During declared emergencies or fuel shortage events impacting refinery production or pipeline operations supplying Tennessee racks, the Contractor will be reimbursed for the extra cost of bringing fuel from rack locations outside the State of Tennessee (i.e. racks from Northeast or Midwest U.S.) when requested by the State in writing to do so. The Contractor must provide an invoice from the common carrier as proof of the added freight cost. The billing will be by the load

and shall be billed to the agency owning the fuel site. No markup or fee is allowed in excess of the extra cost incurred.

The State will reimburse the Contractor at the end of the month for any consignment fuel dispensed while the equipment was on a manual setting (i.e. fuel unmetered by the card reader).

E.8. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the TDOT Fiscal Director to procure by non-competitive procurement as a condition for reimbursement.

State Automated Fueling Site Tank Capacities (In Gallons)

SITE NAME	ADDRESS	CITY	TANK #1		TANK #2		ATG Y/N	ATG MODEL	ON-LINE POLLING	ABOVE OR UNDER GROUND
			SIZE	FUEL	SIZE	FUEL				
TDOT ARLINGTON	12077 HIGHWAY 70	ARLINGTON	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
ARLINGTON DEVELOPMENTAL CTR	11293 ARLINGTON RD	ARLINGTON	8,000	DSL			YES	VR TLS-350	YES	U
TDOT BETHEL SPRINGS	4239 MAINE STREET	BETHEL SPRS	8,000	UNL	8,000	DSL	YES	VR TLS-350	YES	U
TDOT CHATTANOOGA	7500 VOLKSWAGON DRIVE	CHATTANOOGA	8,000	DSL	12,000	UNL	YES			A
TDOT CLARKSVILLE	1918 WILMA RUDOLPH BLVD	CLARKSVILLE	10,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U
TDOT COOKEVILLE	491 FERRELL DRIVE	COOKEVILLE	20,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U
TDOT CROSSVILLE	2472 HIGHWAY 127 SOUTH	CROSSVILLE	6,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U
TDOT DUNLAP	17181 RANKIN DRIVE	DUNLAP	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT ERIN	356 OLD HIGHWAY 149	ERIN	1,000	DSL	1,000	UNL	YES	Centeron	YES	A
DOS FALL BRANCH	184 JOE R MC CRARY RD	FALL BRANCH	12,000	UNL			YES	VR TLS-350	NO	U
TDOT GAINESBORO	1101 KERMIT DR	GAINESBORO	1,000	DSL	1,000	DSL	YES	Centeron	YES	A
TDOT GALLATIN	1215 HARTSVILLE PIKE	GALLATIN	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT HARRIMAN	1951 SOUTH ROANE SR	HARRIMAN	10,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U
FORT PILLOW CORRECTIONAL	RT 2 GREENS CHAPEL RD	HENNING	8,000	UNL			YES	VR TLS-350	YES	U
TDOT JACKSON BACK	103 BENCHMARK PLACE	JACKSON	10,000	DSL			YES	VR TLS-350	YES	U
TDOT JACKSON FRONT	103 BENCHMARK PLACE	JACKSON	10,000	UNL			YES	VR TLS-350	YES	U
TDOT JOHNSON CITY	3213 NORTH ROANE STREET	JOHNSON CITY	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT KNOXVILLE	7315 REGION LN	KNOXVILLE	20,000	UNL	6,000	DSL	YES	VR TLS-350	YES	U
TDOT KNOXVILLE	1045 MAINTENANCE LN	KNOXVILLE	20,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT LAFOLLETTE	2841 GEN.CARL W. STINER HWY	LA FOLLETTE	6,000	DSL	6,000	UNL	YES	VR TLS-350	YES	U
TDOT LAWRENCEBURG	1213 N LOCUST	LAWRENCEBURG	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT LEWISBURG	2099 FAYETTEVILLE HWY	BELFAST	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT LINDEN	3124 HWY 412W	LINDEN	2,000	DSL			YES	VR TLS-350	YES	A
TDOT MCEWEN	10241 HWY 70 E	MCEWEN	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT MCKENZIE	341 NORTH HIGHLAND DR	MCKENZIE	10,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U
TDOT MORRISTOWN	1825 STATE STREET	MORRISTOWN	6,000	UNL	6,000	DSL	YES	VR TLS-350	YES	U
TDOT NASH FLOATING MAINT	6630 CENTENNIAL BLVD	NASHVILLE	8,000	DSL	4,000	DSL	YES	VR TLS-350	YES	U
TENNESSEE STATE UNIVERSITY	3520 JOHN A MERRITT BLVD	NASHVILLE	10,000	UNL	8,000	DSL	NO			U

TDOT NASHVILLE	6601 CENTENNIAL BLVD	NASHVILLE	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT NASHVILLE	6601 CENTENNIAL BLVD FRT	NASHVILLE	10,000	UNL			YES	VR TLS-350	YES	U
TDOT NASHVILLE	6601 CENTENNIAL BLVD FRT	NASHVILLE	10,000	UNL			YES	VR TLS-350	YES	A
DOS EZELL PIKE	225 EZELL PIKE	NASHVILLE	10,000	UNL			YES	VR TLS-350	YES	U
DOS FOSTER AVE.	1150 FOSTER AVE.	NASHVILLE	9,000	UNL			YES	VR TLS-350	YES	U
TDOT NEWBERN	11118 HIGHWAY 211 NORTH	NEWBERN	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT NEWPORT	1050 COSBY HIGHWAY	NEWPORT	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT SPARTA	500 STATE LANE	SPARTA	2,000	DSL			YES	Centeron	YES	A
TDOT TULLAHOMA	1208 EST CARROLL STREET	TULLAHOMA	10,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U

4. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.