

APPENDIX A – TECHNICAL SPECIFICATIONS – MOBILE FUELING

1. GENERAL

JEA is looking to contract their mobile fueling requirements for their fleet located in Jacksonville, FL and surrounding areas. Mobile fueling is one of the critical operations that enable JEA to service its water and electric customers. The mobile fueling Respondent shall load, deliver, and dispense fuel to designated JEA sites and vehicles.

2. SCOPE

2.1 Mobile Fueling Respondent:

Mobile Fueling refers to the delivery of flammable or combustible liquids directly from mobile vehicles (i.e. tank wagons) to the fuel tanks of vehicles or other approved tanks. The selected Respondent shall comply with all Federal, State and local on-site regulations to engage in fuel related storing, transporting, and dispensing of petroleum products. The Respondent is also responsible for equipment, loading, delivery, and dispensing of fuel to designated JEA site locations and designated vehicles.

2.2 JEA Sites:

JEA Sites are defined as delivery locations under this contract and are owned and operated by JEA. The list of JEA Sites are listed in Attachment A. JEA reserves the right to change (increase and decrease) the number of locations of Fueling Sites throughout the contract term.

2.3 JEA Vehicles:

A list of the number of vehicles that will be serviced is included in Appendix B. This list is not exhaustive and the number vehicles may change from time to time. In the event the vehicle or equipment change will have an impact on fueling, the Respondent will be notified of the change.

2.4 Deliverable:

JEA is soliciting for the loading, delivery, and dispensing of fuel to the awarded sites in the City of Jacksonville, FL and surrounding area. The type of fuel required is #2 *Dyed Diesel* and Diesel Exhaust Fluid (DEF).

An estimated number of gallons and vehicles is included in Appendix B. These are only estimates to be used for pricing and planning purposes, however, the actual fuel consumption may vary.

2.5 Regulatory Compliance:

The Respondent 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 Respondent shall also be able to perform legitimate business operations at JEA Site locations. Failure to comply with any Federal, State, and Local regulations may result in termination of the contract and the Respondent will be responsible for (1) any fees, fines, or other monies related to the violation of regulations, and (2) any potential procurement costs.

2.6 Environmental and Safety Compliance:

The Respondent is responsible for environmental and safety compliance associated with mobile fueling operations under this contract. The Respondent 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 JEA location, the Respondent 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 Respondent 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 Respondent 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 Respondent must adhere to all such requirements.

- **Environmental Permits** – In some areas, environmental permitting requirements may also apply directly to the mobile fueling Respondent. The Respondent shall contact the appropriate state and local environmental agency (ies) to determine if the Respondent must obtain an air, storm water management, or other waste water discharge permit to conduct mobile fueling operations.
- **OSHA/JEA Safety Requirements** – The Respondent shall ensure compliance with Occupational Safety and Health Administration (OSHA) and JEA Safety Policy requirements. This includes adhering to proper fueling procedures and utilizing approved equipment and vehicles.
- **DOT Permits / Requirements** – The Respondent 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 Respondent 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 Respondent'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 Respondent's personnel in a manner that will cause no threat to the safety of any person or property. The Respondent must handle all spills in compliance with all Federal, State and Local Laws/ Regulations. **The Respondent must immediately notify the site manager of all spills and must provide JEA with a list of company emergency contacts which should also include contact information for company's environmental clean-up firm. The Respondent 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 Respondent 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 Respondent must meet federal, state, local and JEA Service requirements and provide proof of such compliance to JEA or designee upon request.

2.7 Tank Meter Calibration:

The fuel Respondent'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 JEA, the Respondent will submit an updated copy of the tank meter calibration certification.

3. CONTRACT STRUCTURE

3.1 Indefinite-Delivery:

Delivery times are not fixed in the contract. The Respondent may deliver fuel within the hours of 6:00 P.M. and 6:00 AM.

3.2 Indefinite-Quantity:

The quantity of the fuel delivered is not known and may vary between deliveries. Average annual gallons by site based on the number of vehicles at each location as of today is provided in Appendix B. Appendix B lists the number of vehicles and equipment assigned to the locations, however it is not likely all vehicles and/or equipment will be present and require fuel each night. The delivery portion is based on an Indefinite Delivery/Indefinite Quantity (IDIQ) contract which allows JEA to negotiate a fair price for fuel gallons and not have to commit to more than a minimum purchase. This allows JEA locations and Respondents to project fuel gallon needs and provides flexibility for JEA locations to add or deduct the number of vehicles at their locations. All designated vehicles must be fueled to their maximum capacity. The assigned JEA Vehicle Coordinator will measure the fuel gauges for compliance in the morning following delivery. The awardee will be required to track fueling by vehicle asset number and report on monthly basis.

3.3 Cost-Reimbursement:

The Respondent is reimbursed for the cost of fuel delivered and pumped, cost of fuel (as determined by the approved OPIS daily gross average fuel index) and the firm fixed Location Surcharge/Differential in cents fee. No other costs are reimbursable by JEA. Monthly invoices shall be submitted to the JEA Accounts Payable department each month.

4. ORDERING

4.1 Delivery F.O.B. Destination:

All fuel will be loaded and delivered free of transportation cost and any associated risk to JEA. All fuel gallons that are pumped into designated vehicles are received; however, JEA Vehicle Coordinators reserves the right to deny any fuel that is contaminated or fuel that is of the wrong fuel type. JEA is not liable for undeliverable fuel volume that exceeds the ullage capacity of the vehicles served.

5. DELIVERY SCHEDULE

5.1 Delivery Schedule:

JEA is soliciting for mobile fueling service to multiple JEA Sites throughout the City of Jacksonville. The vehicles will be available for fueling between the hours of 6:00 P.M. and 6:00 A.M. JEA vehicles at each site will be fueled on a schedule as determined by JEA and the Respondent. There may be times when the Respondent will be contacted by a Vehicle Coordinator in order to schedule additional fueling requirements or for special circumstances.

If delivery falls on a holiday, the delivery will be made as scheduled unless other arrangements have been authorized by JEA Fleet Services.

JEA holidays are as follows:

New Year's Day	M. L. King's Birthday	Presidents Day
Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	
Christmas Eve	Christmas Day	

A list of the delivery locations is located on Attachment A.

5.2 Additional Delivery Locations:

JEA may add service locations to the Respondent's contract only after a review of the location and mutual agreement between JEA and the Respondent.

5.3 Site Survey:

The mobile fueling Respondent is responsible for scheduling a site survey with JEA Fleet Services for each JEA Site prior to the first day of delivery.

The site survey will allow the Respondent to do the following:

- Determine appropriate delivery method.
- Determine necessary equipment and employees.
- Agree to a scheduled delivery time and service days with the Site Manager.
- Agree to where, how and when receipts, invoices and other reports will be delivered to the site manager.
- Exchange contact names and telephone numbers.
- Receive a list of vehicles by location and vehicle numbers.
- Receive facility clearance information and entry procedures.

In addition, the Respondent will:

- Identify its commercial web site.
- Identify any breakthrough/innovative actions taken to save cost or generate revenue for their customers.
- Where permitted by state law, shall exclude all state excise taxes prior to invoicing.

5.4 Emergency Response and Fuel Delivery Services:

During Emergency situations, the contracted Respondent will service the area and sites within their mobile fueling contracted area. This includes JEA locations that are not in their mobile fueling contract, but are located in the

geographical area the Respondent provides mobile fueling services. JEA Sites may be relocated to different locations during emergencies. However, the contracted mobile fuel Respondent will only be required to service JEA sites within their contracted geographical area. The emergency location and the required amount of fuel will be determined a JEA designee.

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 JEA operations), where the contract/order must be placed for immediate delivery. The Respondent shall deliver emergency fuel within 36 hours of notification by JEA of a known emergency and will prioritize JEA's request before the Respondent's other customers. The Respondent will be responsible to fuel those vehicles and pieces of equipment identified by the JEA Fleet Services.

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

1. Top off generators prior to, during, and after emergency
2. Provide temporary tanks
3. Move tanks from location to location
4. Provide mobile tanks
5. Fuel JEA vehicles
6. Fuel bulk tanks
7. Fuel employee vehicles

The emergency location, delivery frequency, and the required amount of fuel will be determined by JEA Fleet Services. Respondent will adhere to all sections in this solicitation.

Additionally, JEA will require at least five (5) fuel trucks and drivers that can support continuous fueling operations at various locations in Jacksonville, FL and the surrounding areas during a declared emergency. At least one truck must be capable of providing Regular Unleaded Gasoline during declared emergencies.

6. PRICING

6.1 Pricing Proposal:

JEA will award indefinite delivery requirements contract(s). The index price for the Respondent will be based on the OPIS daily gross average fuel published on close of business (COB) for the region including Jacksonville, FL. The Respondent is required to submit offer prices for the following fuel types:

- A.** (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 Respondent shall be reimbursed its quoted bid markup plus any applicable non-exempt taxes. Diesel Fuel may also be referred to as "Fuel Oil" for JEA Locations requiring fuel for onsite generators if required.
- B.** Diesel Exhaust Fluid (DEF) - Needs to be available for purchase at fueling locations and billed to vehicles operated by JEA.

The effective day will be defined as the price of fuel delivered on that day.

6.2 Fuel Transaction Receipts and Reporting:

The Respondent is required to document all fuel transactions. The Respondent is required to provide fuel transaction receipts and fuel index documentation for each delivery and email the receipts to fleet@jea.com on a monthly basis.

All fueling receipts must include the following:

- Respondent's address
- Delivery location address
- Vehicle number of each vehicle serviced
- Amount (gallons) of fuel delivered per vehicle by vehicle number
- Type of fuel delivered
- Date and Time of delivery
- Total amount of fuel delivered

6.3 Fuel Invoice:

The Respondent is required to submit monthly invoices of all fuel that is chargeable to JEA and the accompanying fuel index documentation. The invoice that is submitted must reflect all transactions for a specific week as indicated by the fueling transaction receipts of the same week. All invoices may be mailed or emailed to fleet@jea.com. The monthly invoice must reflect the following listed separately:

- Respondent's address
- Delivery location address
- Total Quantity/ gallons delivered
- Index price used
- Respondent's firm fixed Location Surcharge/Differential in Cents Fee
- Federal, State and Local Taxes
- Type of fuel delivered

6.4 Invoicing Point of Contact:

The Respondent shall have a single point of contact that will be responsible for handling invoicing problems.

Respondents must include a description of the duties and authority delegated to that individual/position. This individual is to be considered 'key personnel' and position description for the invoicing point of contact must be submitted as part of proposal.

6.5 Fuel Index Documentation:

The fuel index documentation must be OPIS published. The published index must be applicable to the delivery location (Jacksonville, FL), must be of the same fuel type and must be the most recent fuel index price for the transaction date.

The index price indicated on the invoice and the submitted price on the OPIS daily gross average fuel index price documentation are required to be the same. The Respondent is responsible for retrieving OPIS index price data and insuring that the data is factual. Fuel invoice and fuel index documentation must be submitted together to JEA Fleet Services.

JEA Fleet Services will validate the following:

- Fuel gallons on transaction receipt equals gallons received
- OPIS daily gross average Index price on invoice and fuel index documentation are the same
- Respondent's firm fixed Location Surcharge/Differential in Cents charges are the same as contracted for
- The invoiced gallons and gallons in e-Fleet system are the same
- The type of fuel delivered and fuel invoiced are comparable
- The vehicles fueled are housed at the assigned JEA Site

6.6 Payment Responsibilities:

JEA Fleet Services is responsible to pay a proper invoice within the 30 day net payment terms. The JEA site is responsible to review the invoice and verify delivery quantity and per gallon unit price. The JEA site will first attempt to resolve any invoice discrepancies directly with the Respondent.

7. REPORTS

7.1 Non-Service Report:

The Respondent is required to report any vehicles that are not fueled and provide the reason why on a daily basis. The Non-Service report should be emailed to fleet@jea.com and contain all information related to the vehicle that was not fueled and the reason why. For example, vehicle #54321 was not fueled on 10/05/20XX, because the vehicle was not parked correctly at the JEA Site.

7.2 Vehicle Fuel Report:

The Respondent is required to send an electronic report at the end of each month, or more frequently if requested, to the JEA Fleet service email (fleet@jea.com) for all deliveries and fuel provided. This should detail how much fuel each vehicle or equipment receives.

8. TECHNICAL REQUIREMENTS

8.1 Measure Quantity of Fuel:

The Respondent is required to have the technical ability to electronically record the date, time, vehicle number, and amount of fuel gallons dispensed for every transaction at each JEA site, with no human intervention. The measuring instrument used must be calibrated to insure accuracy. If the Respondent does not have this ability at the time of award, they must provide an implementation plan to JEA Fleet Services with their proposal and must implement within one year from the beginning of the period of performance, having the electronic system fully operational within two years from the beginning of the period of performance or the contract options will not be exercised.

8.2 Maintain Data Reports:

The Respondent must have the ability to create and maintain data reports that can show itemized gallons, cost, taxes, and the firm fixed Location Surcharge/Differential in Cents Fee, which pertains to the required deliveries.

8.3 Index information:

The Respondent must have the ability to retrieve fuel information from the approved index company and rate category.

9. NON-PERFORMANCE

9.1 Non-Performance:

If the Respondent can/will not deliver adequate fuel to JEA Site(s) within the agreed upon time frame, the following actions may be taken.

- A. Respondent shall notify the Fueling Site that it is unable/unwilling to make a delivery. The Fueling Site may consider the Respondent's failure to notify as the Respondent's inability or unwillingness to make delivery. JEA would then be authorized to obtain fuel from an alternate source.
- B. JEA Fleet Services will arrange for fuel to be delivered by another Respondent at no additional cost to the JEA.
- C. The Fueling Site may obtain additional fuel through sources it deems appropriate in order to meet the operational needs of JEA. The RESPONDENT shall reimburse JEA for additional costs incurred. Additional costs are defined as the difference between the program price per gallon in effect.