



CEOGC

Request for Proposal

For

Fuel Fleet Card Services

RFP# 2016-002

Published Date: November 4, 2016

Response Due Date: December 2, 2016

Interested vendors must submit a RESPONSE PACKAGE of one (1) original, five (5) copies and one (1) PDF on a flash drive, to:

CEOGC

ATTN: George Phillips-Olivier, Director, Support Services

1801 Superior Avenue Suite 400

Cleveland, OH 44114

by no later than December 2nd 2016, 3:00pm (EST).

To Whom It May Concern:

The Council for Economic Opportunities in Greater Cleveland (CEOGC) is accepting Requests for Proposals for Fleet Fuel Card Services per the attached requirements and general conditions from qualified firms.

The complete Request for Proposal document package is available at the Agency's website at: **www.ceogc.org**.

One (1) original, five (5) copies and one (1) PDF on a flash drive of the proposal must be submitted by December 2nd 2016, at 3:00pm (EST). The proposals, marked "**ORIGINAL**" and "**COPY**", must be submitted in **SEALED** envelopes with the following information marked plainly on the front:

CEOGC
ATTN: George Phillips-Olivier, Director, Support Services
1801 Superior Avenue Suite 400
Cleveland, OH 44114
Bid# 2016-002 Fleet Fuel Card Services

No oral explanation in regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to:

George Phillips-Olivier, Director, Support Services
Email:Gpolivier@ceogc.org

The deadline for the receipt of written questions shall be: November 23rd, 2016.

A written response to questions submitted in a timely fashion will be posted on the CEOGC website.

CEOGC reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities, irregularities, and informalities for the best interests of CEOGC. The Director may, at his/her sole discretion, amend any provision of this Request for Proposals (RFP).

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Review of Important Dates

Timeline Event	Date	Time
Issue Request for Proposals	November 4 th , 2016	3:00 P.M. (EST)
Deadline for RFP Question Submission	November 23 rd , 2016	3:00 P.M. (EST)
Deadline for Proposal Submission	December 2nd, 2016	3:00 P.M. (EST)

Request for Proposals Acknowledgements

The undersigned certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the proposal.

Company Name

Authorized Signature

Date

Print or Type Signatory Name

Address

Position/Title

City/State

Zip Code

Phone Number

Fax Number

E-Mail

Web Page

Section 1 – Instructions for Submission of Proposal

Section 1.1 General Conditions

In submitting this proposal, the Proposer understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to propose, specifications, the responsive proposal and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a CEOGC official with the authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision deemed more favorable to CEOGC shall prevail.

Section 1.2 Bid Time

It shall be the responsibility of each Proposer to ensure his/her proposal turned in to CEOGC on or before: December 2nd, 2016 3:00pm (EST). Proposals received after the time stated above will be considered ineligible and returned unopened.

All attached proposal documents are to be submitted completely filled out, totaled and signed. Envelopes containing proposals must be **SEALED**.

Section 1.3 Late Submissions

CEOGC will not receive/accept any late proposal submissions after the due date and time.

Section 1.4 Preparations of Offers

Proposal forms should be typed, printed or written in ink. Proposals written in pencil will be not be considered for an award. Faxed or e-mailed offers will not be entertained.

Section 1.5 Withdrawing Bids/Proposals

Proposals may be withdrawn any time prior to the official opening; requests for non-consideration of proposals must be made in writing to the Director of Support Services and received prior to the time set for the opening of the proposals. The Proposer warrants and guarantees that his/her proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Section 1.6 Irregular Bids/Proposal/Quotes

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids or similar irregularities.

Section 1.7 Addenda to Solicitation

If necessary, the CEOGC may modify this solicitation by formal written addendum, which is posted within the CEOGC website. Respondents shall acknowledge by completing the addendum form provided by CEOGC. The addendum form should be signed and returned as part of the proposal response. Failure to do so may cause the proposal to be ineligible for consideration for contract award. No oral or informal addendum to this solicitation shall be binding to CEOGC.

Section 1.8 Rejection/Disqualification

CEOGC reserves the right to accept or reject any or all statement of qualifications or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the CEOGC. A failure to provide any requested information may result in rejection of a statement of qualifications, in whole or in part, at CEOGC's sole discretion. However, the CEOGC reserves the right to request additional or clarifying information from a Proposer after a statement of qualifications has been submitted. Such information may be used to further evaluate the Proposer's statement qualifications.

Section 1.9 Solicitation Costs

All costs incurred by the Proposer in the preparation, demonstration or negotiation of its statement of qualifications shall be borne by the Proposer. This solicitation does not obligate or commit CEOGC to pay any costs incurred in the preparation, and submission of this request for proposal or to contract for the goods/services specified. Further, the CEOGC is not obligated to pay any costs incurred by any Proposer as a direct result of errors or omissions committed by CEOGC employees or agents in the preparation of this solicitation and in the processing of the Proposer's statement of qualifications. It is incumbent upon each Proposer submitting a proposal to verify the accuracy of the information herein contained based upon each Proposer's research and information, and to immediately advise CEOGC of any discrepancies.

Section 1.10 Award of Bid

The bid award will be made within forty-five (45) days after the opening of bids. No award will be made until investigations are made as to the responsibilities of the best Proposer.

CEOGC reserves the right to award bids, whole or in part when deemed to be in the best interest of CEOGC.

Section 1.11 Assignment

The successful Proposer shall not assign his/her rights and duties under an award without the written consent of CEOGC. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

Section 1.12 Substitutions/Exceptions

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with proposal. No substitutions or changes in the specifications shall be permitted after award of bid without prior approval of the Director of Support Services or their designee.

Section 1.13 References & Experience

Each Proposer must be authorized to do business in the State of Ohio and Cuyahoga County. A minimum of three (3) references, from similar governmental entities, organizations and/or entities that Proposer has provided similar with services. The company name, contact and phone number must be included with each reference. Entities whom have been working with the Proposer for five (5) or more years preferred.

Section 1.14 Prohibition Against Personal Financial Interest in Contracts

No employee of CEOGC shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to CEOGC.

Similarly, Proposers shall submit, with their proposal, an affidavit stating that neither it nor its agents, nor any other party acting for it, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

Section 1.15 Termination/Non Performance

Continuing non-performance of the vendor in terms of specifications set forth in the contract documents shall be a basis for the termination of the contract by CEOGC. CEOGC reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed in the best interest of CEOGC in the event of breach or default of this contract. CEOGC reserves the right to terminate the contract immediately in the event the successful Proposer fails to 1) Meet delivery schedules or, 2) Otherwise not perform in accordance with the specifications set forth in the contract documents. Breach of contract or default authorizes the CEOGC to award to another Proposer,

and/or purchase elsewhere and charge the full increase in cost (if any) and handling to the defaulting successful Proposer.

Section 1.16 Attorney Fees

If either party retains an attorney to enforce the contract, the party prevailing in litigation as determined by a court of law is entitled to recover reasonable attorney's fees and court costs.

Section 1.17 Governing Law and Venue

The construction and validity of the contract shall be governed by the laws of the State of Ohio. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Cuyahoga County, Ohio.

Section 1.18 Representation of the Proposer

By submitting this proposal, Proposer represents that:

- a) Proposer has read and understands this solicitation;
- b) Proposer's proposal is made in accordance with this solicitation;
- c) Proposer's proposal is based upon the information set forth in this solicitation.

Section 1.19 Equal Opportunity

The successful Proposer must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

Section 1.20 Evaluation Criteria

Proposals will be evaluated on the basis of their responses to all provisions of this RFP. CEOGC may use some or all of the criteria listed below in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list.

- | | |
|---|-----|
| ➤ Compliance with RFP requirements, per scope | 25% |
| ➤ Experience and Qualifications | 25% |
| ➤ Fuel Rebate/Discount Offered | 15% |
| ➤ Total Cost of Solution/Fees | 25% |
| ➤ Data Integration/Transaction Information | 10% |

Section 1.21 Short Listing

CEOGC reserves the right to select a limited number of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities if they so choose. Those Proposers selected will be contacted by CEOGC, if necessary.

Section 2 Scope of Work

CEOGC is seeking proposals for Fleet Card Fueling Services. The fleet card will be used exclusively for fuel purchases. CEOGC at its discretion may wish to limit the number of fuel purchases per day per card, or place other limitations on individual card uses and transactions. Pay-at-the-pump sales and/or manual sales transactions should be available at all fueling locations.

The requirements below are intended to give a general guideline or parameters for what CEOGC will require. It is encouraged that proposers provide additional features and options that are available with their fuel card solution. The Proposer's technical proposal presented should address the requirements below, as well as explain and/or describe the additional features, options and benefits of the proposed solution. The term of this contract shall be for an initial two (2) year period, with three (3) single year renewal options periods. Total contract will not exceed five (5) years.

Delivery location/Designated Person: Fleet fueling cards shall be delivered to: George Phillips-Olivier, Director, Support Services 1801 Superior Avenue Suite 400, Cleveland, OH 44114.

Section 2.1 Approximate Usage

Estimated annual fuel usage on fleet fueling cards is 12,000 gallons of unleaded gasoline and diesel fuel. Approximate usage does not constitute an order, but only implies the probable quantity of fuel CEOGC may use. Product(s)/Service(s) will be ordered on an as needed basis. Approximate number of vehicles currently in the CEOGC fleet is thirty (30). There are eleven (11) school buses; nine (9) vans; four (4) food delivery trucks, and various other vehicles. CEOGC reserves the right to add or delete drivers or vehicles at any time, without additional expense. Approximate number of drivers to be authorized will be fifty (50).

Section 2.2 Background

CEOGC fleet card usage is primarily in the state of Ohio, but may be used at any location, in any state which accepts the vendor's fueling card. Fuel is purchased on an as-needed basis, with no guaranteed minimum per month to be purchased.

Section 2.3 Objectives

Fleet card fueling services must be universal with locations throughout Ohio. The term “universal” in this document means that generally all major gas stations, such as: Shell, BP; Marathon, Mobil; Citgo, etc., as well as many other regional/national companies are currently accepting the card proposed for purchase at their stations. Provider must have multiple locations within each state, taking into consideration the population of each of the states. It is desirable the provider have multiple locations in Cuyahoga County.

Section 2.4 Credit Limit

The CEOGC requests a beginning monthly credit limit of \$25,000. CEOGC may request that this limit be extended upwards during the contract period should the CEOGC’s usage increase or should fuel prices escalate. Please indicate time frame needed for approval of increased credit limit. System access by users shall not be denied without prior notification to CEOGC.

Section 2.5 Fees

Proposer must describe in detail the nature and extent of all fees applicable to their program i.e., monthly/annual card fees, software fees, report fees, etc. complete Attachment “A” Fees & Discount/Rebate Form and include in your proposal.

Section 2.6 System Access

CEOGC desires that the cards be assigned to each vehicle in their fleet. Each driver will be issued a six (6) digit PIN, that will be assigned by CEOGC. The PIN will be valid for use on any CEOGC agency vehicle card.

- Explain in detail your company’s process of issuing cards
- Initial issuance
- Additional issue
- Reissue/Renewal

Explain in detail your company’s process of issuing driver ID/PIN numbers. CEOGC should have the ability to assign the PIN numbers.

Section 2.7 CEOGC Responsibilities

The Proposer shall provide monthly statements of all charges and other amounts due. CEOGC shall be responsible for all authorized charges, provided that the use is within the required authorization control limits assigned by CEOGC. Any purchase which was not electronically authorized and may result in a balance temporarily exceeding the

billing cycle or single purchase limits shall not constitute any additional charges being added to the billing. Original fuel card receipts shall be given to the driver at the time of the transaction.

Section 2.8 Security

CEOGC shall not be liable for charges resulting from the unauthorized use of any credit card. For this purpose, an unauthorized use is one that was incurred by someone other than authorized CEOGC employees, who did not have actual, implied or apparent authority to use the credit card. Please provide your company's security measures concerning lost/stolen cards, as well as security measures to ensure that no unauthorized use of the cards occurs at such time when the pump card use is not available and a manual inside transaction is required.

Section 2.9 Customer Service

Contractor shall provide driver receipts for all purchases; shall provide 24-hour customer service for any problems arising from fueling; and shall provide 24-hour customer service for lost/stolen cards or unauthorized users. Please provide a listing of all other services provided by your company. Also, please indicate if new driver information packets are furnished by your company and what charge, if any, is applicable. Website access for adding, terminating, or re-instating drivers and vehicles is required, with optional telephone access.

Section 2.10 Cancellation of Cards

Please provide in this proposal your company's procedure for cancellation of cards. Website access is highly preferred.

Section 2.11 Cash Advances

The fleet card shall not be used under any circumstances, for cash advances from banks, automated teller machines, or any location providing such advances. The Proposer shall ensure that all accounts are blocked from this type of activity.

Section 2.12 Reporting and Replacement of Lost/Stolen Cards

Please provide CEOGC with your company's detailed procedure for reporting and replacing lost/stolen cards.

Section 2.13 Card Design

Cards may require special card embossing, such as no company name or vehicle number embossing. Please state if such cards are available.

Section 2.14 Website

Please give details and list services/reports that would be available to CEOGC through your website. CEOGC highly prefers to have the ability to view drivers and status both active and inactive; view vehicles and status both active and inactive; request vehicle /driver status change via internet; request to add vehicle/driver via internet; to view current transactions; and to review report data. In addition, the system should have the ability to export transaction data to CEOGC in Excel format. Transaction should include but not be limited to: date, time of transaction, location, vendor name, quantity purchased, cost per gallon, gross cost, federal taxes, net cost, driver identification and product.

Section 2.14 Invoicing

Please furnish sample invoicing.

Section 2.16 Pump Transaction Data

All fuel transactions shall require driver ID and an odometer entry. At a minimum, the Contractor shall ensure that the following data is contained on the original receipt given to the driver at the time of each fleet card purchase:

- Vehicle Number
- Vehicle Card Number
- Odometer Reading
- Name of Fueling Site
- Location of Fueling Site
- Transaction Date
- Transaction Time
- Number of Fuel Gallons
- Fuel Type (Unleaded, regular, Diesel, etc.)
- Fuel Cost Per Gallon
- Total Sale

Please indicate whether the above information will be included on receipts for manual purchases also. If all information will not be included, please indicate the items that will be included.

Section 2.17 Disputed Transactions

The Proposer shall include as a part of this proposal an explanation of their dispute resolution process. The CEOGC reserves the right to modify or not consider this process as they deem necessary in their final agreement.

Section 2.18 Reporting

The Proposer shall include as part of this proposal a detailed listing of all reports available to CEOGC under the standard agreement and the costs, if any associated with each report. Proposer shall state if information is available for selected time frame (e.g. from date to date) and/or on a daily, weekly and monthly basis. Also, please indicate if custom reports are available and the costs associated with such reports if applicable. Please submit a sample copy of all reports detailed in this section.

Section 2.19 General Information Requested

The Proposer shall provide in the submittal of the proposal the following information:

- Listing of all carriers that accept the fuel card offered
- Total number of fueling sites in local area
- Total number of fueling sites in Ohio
- Total number of fueling sites in continental USA

Section 2.20 Discounts/Rebates

The Proposer should indicate the price per gallon discount/rebate off the pump prices offered to CEOGC, if any. If on a sliding scale, please so indicate.

Section 2.21 Miscellaneous Information Requested

Proposer shall include with their proposal, a detailed list of any/all charges that may be incurred by CEOGC, which may have not been covered in this RFP.

CEOGC is interested in learning about enhanced features that reach beyond CEOGC's basic requirements. Proposer should include with this RFP response a detailed description of all additional services offered and costs associated with such services. Said services shall be considered as available options only. Any additional options will not be weighted and evaluated in the award of the successful proposal.

Section 2.22 Transaction Data/Information

The proposed fleet card solution should allow for the exporting of transactional data in a sequel server database. The timing and frequency of the availability to export this data should be explained in the proposal submitted. Please note any additional tracking capabilities your solution provides as well as any past experience in merging data with fleet fuel card transaction data.

Section 3 Proposal Organization and Format

Section 3.1 Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper bound securely. Proposals must contain and be organized as shown below. Each section should be separated by numbered tabs.

- **Tab 1:** Table of Contents
- **Tab 2:** Introductory cover letter, to include the name of the firm and contact information for the primary CEOGC contact with the firm.
- **Tab 3:** Company biography and other information: provide a brief company history including date founded, number of employees, company headquarters location and operating locations, and past projects and accomplishments. Proposers may also provide any other general information that the proposer believes is appropriate to assist CEOGC in its evaluation.
- **Tab 4:** Experience, past performance, and capacity: Proposers must submit under this tab a concise description of its experience, past performance providing this service and capacity to deliver the proposed services.
- **Tab 5:** Proposed Services: Describe in detail how the Proposer's plan for delivery of service will achieve the intent and goals described in the Scope of Work (Section 2). Please also include a description of a completed project.
- **Tab 6:** Customer and Card Services: Provide overview of customer service to include support services, system access process as outlined in Section 2.6, Issuance/Cancellation of Cards, reporting lost/stolen cards, card design and disputed transaction resolution, ability to block cash advances, liability and security.
- **Tab 7:** Fuel Card Transaction Sites and Fuel Transaction Data: Lists of sites accepting fuel card transactions as outlined in Section 2.20 and availability of

pump transaction data as outlined in Section 2.16. Also include availability of real-time data through web portal or website.

- **Tab 8:** Invoicing and Reporting: Provide sample of invoice, overview of reporting as outlined in Section 2.19, and availability of other reporting capabilities outside of what is requested in this RFP. This section of the response should include all experience and ability to interface with outside software sources for migration of data.
- **Tab 9:** Fees & Discounts/Rebates: Provide a list of all applicable fees as outlined in Section 2.5 and any additional fees CEOGC could be subjected to as well as all applicable discounts and rebates being offered. Include a completed Attachment A of this RFP in the section of your response.
- **Tab 10:** Litigation: Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Proposer, including its parent, sister or subsidiary companies and proposed sub-contractors.
- **Tab 11:** References: Provide three (3) references from similar agencies, organizations, and/or entities that Proposer has provided similar services.
- **Tab 12:** Proposers Affidavit: Proposers shall submit, with their proposal, an affidavit stating that neither it nor its agents, nor any other party acting for it, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

Section 4 Insurance Requirements

Section 4.1 Insurance

Contractors providing goods, materials and services for CEOGC shall, during the term of the contract with CEOGC or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1) Name CEOGC as additional insured as to all applicable coverage with the exception of worker's compensation insurance.
- 2) Provide at least thirty (30) days prior written notice to CEOGC for cancellation, non-renewal, or material change of insurance.

Section 4.2 Insurance Company Qualifications

All insurance companies providing the required insurance shall be authorized to transact business in the state of Ohio as well as in Cuyahoga County.

Section 4.3 Certificate of Insurance

A certificate of insurance evidencing the required insurance shall be submitted with the contractor's response to proposal. If the contract is renewed or extended by CEOGC, a certificate of insurance shall also be provided to CEOGC prior to the date the contract is renewed or extended.

Section 4.4 Type of Contract and Amount of Insurance

Worker's Compensation – The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of the State of Ohio, as well as employer's liability insurance coverage with minimum coverage limits of \$150,000.00, covering all of the Contractor's employees who are engaged in any work under this contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in work under this contract.

Commercial General Liability – Contractor shall maintain Commercial General Liability Insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

Section 5 – CEOGC Terms and Conditions

Default and Performance Bond: In the case of default by the Contractor, CEOGC may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. CEOGC reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to CEOGC.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgement of bankruptcy by or against the Contractor, CEOGC may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with CEOGC, and debar the Contractor from doing business in the future with CEOGC.

Governmental Restrictions: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality or the workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the CEOGC at once, indicating the specific regulation which required such alterations. CEOGC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

Availability of Funds: Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.

Taxes: Any applicable taxes shall be invoiced as a separate item. By execution of the bid document the vendor certifies that it and all of its affiliates, (if any); collect(s) the appropriate taxes.

Situs: The place of this contract, its situs and forum, shall be Ohio, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

Governing Laws: This contract shall be made under and shall be governed and construed in accordance with the laws of the State of Ohio.

No Collusion or Conflict of Interest: By responding to this RFP, the Contractor shall be deemed to have represented and warranted that the proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

Payment Terms: Payment terms are net not later than thirty (30) days after receipt of correct invoice or acceptance of goods, whichever is later. CEOGC is responsible for all payments to the Contractor under the contract.

Patent: The contractor shall hold and save CEOGC, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Advertising: Contractor agrees not to use the existence of this contract or the name of CEOGC as part of any commercial advertising.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

Contract and or Agreement Term Length: The duration of this contract and or agreement shall be for three (3) years unless noted on the signature page. No contract or agreement shall extend sixty (60) days past the renew date. Contracts and or agreements may be extended, upon the agreement of the parties, for up to a total of five (5) years from the original contract or agreement date. However, the contract and or agreement will not be automatically renewed past the contract and or agreement dates listed on the original signature page.

Cancellation: All contract obligations shall prevail for ninety (90) days after the effective date of the contract. After that period, in addition to the provisions of the paragraph titled Price Adjustments, for the protection of both parties, this contract may be cancelled in whole or in part by either party, by giving thirty (30) days' notice, in writing to the other party.

Quantities: The award of a term of contract neither implies nor guarantees any minimum or maximum purchases thereunder.

Price Adjustments: Any price changes upwards or downwards, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.

Notification: Notice must be given to CEOGC, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable notice that the change is general in nature.

Decreases: CEOGC shall receive full proportionate benefit immediately at any time during this contract.

Increases: All prices shall be firm against any increases for one hundred eighty, (180) from the effective date of the contract. After this period, a request for an increase may be submitted, with CEOGC reserving the right to accept or reject the increase, or cancel the contract. Such action by CEOGC shall occur no later than fifteen (15) days after receipt by CEOGC of a properly documented request for price increase. Any increases accepted shall become effective no later than thirty (30) days after the expiration of the original fifteen (15) days reserved to evaluate the request for increase.

Invoices: It is understood and agreed that invoices will be sent to the CEOGC main office located at 1801 Superior Avenue, Suite 400 Cleveland, OH 44114. As stated above, terms are thirty (30) days net.

Attachment A

Fees, Discounts & Rebates

Fees: Proposer must describe in detail the nature and extent of all fees applicable to their program: i.e. monthly/annual card fees, transactions fees, software fees, report fees, etc.

Fees:	
Monthly Card Fees	
Annual Card Fees	
Transaction Fees	
Late payment/Late Charges Fees	
Software Fees	
Report Fees	
Charges for Replacement Cards	
Charge for Special Embossing of Cards	
APR%	

Other Fees or Charges	

Discounts/Rebates: The Proposer should indicate the price per gallon discount/rebate off the pump price offered to CEOGC, if any. If a sliding scale is used, list the breaks based on volume of gallons purchased per month.

Flat Rate

Discounts/Rebates Per gallon	
------------------------------	--

Sliding Scale

Gallons Per Month	Discounts/rebates Per Month