



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Fleet Fuel Card Services

Statewide Contract # : SW 0101

Contract Issuance Date: 01/31/2019

Total Number of Vendors: One (1) *(For details see: Vendor Information Sheet)*

Contract Period: February 1, 2019 through January 31, 2020

Agreement Period: February 1, 2019 through January 31, 2024

Authorized Users: **All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.**

Contract Priority: Mandatory Statewide Contract

Type of Contract: Indefinite quantity, Services outlined to be performed on an as needed basis

OMES-CP Contact: Theresa Johnson **Title:** Contracting Officer

Phone: 1 - 405 - 521 - 2289 **Email:** theresa.johnson@omes.ok.gov



Awarded Supplier Information

Supplier Name: Comdata, Inc

Supplier ID #: 0000393027

Supplier Address: 5301 Maryland Way

City: Brentwood

State: TN

Zip Code: 37027 -

Contact Person Name: Mark Roberts

Phone #: 1-704-853-2662

Title: Director, Bids & Contracts

Fax #: 1-678-350-9409

Email: markroberts@fleetcor.com

Website: www.comdata.com

Authorized Location: ☐ Locations list attached as (*attachment title*)

☐ **Address:**

City:

State:

Zip Code:

Contract ID #: #5485

Delivery: Delivery shall be as order by agency

Minimum Order: None

P/Card Accepted: ☐ Yes ☒ No

Other:

SPECIAL PROVISIONS

Introduction

The Central Purchasing Division of the Office of Management and Enterprises Services (OMES) has established a statewide contract for the purpose of the purchase of fuel, maintenance, and management of the fleet fueling program through a fleet fuel card. The fleet fuel card is universally accepted and will provide a secure reporting environment offering full transparency, user hierarchical management access and the ability to electronically capture all transactions and provide required reports to control and dispense motor fuels of all octane and cetane ratings, alternative fuels, and including but not limited to automotive repairs/service, preventative maintenance, emergency repairs and towing that interfaces with existing agency software.

Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract. All modifications to the contract will be made in writing by the Central Purchasing Division.

Extension of Contract

The State may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

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.

State and Federal Taxes.

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

Contractor Invoices

(a) The vendor 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 submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. 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 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.

Patents and Royalties

The Vendor, 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 vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the pricing shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Statement of Work

Contractor will provide an online (web-based) fleet card data management and reporting system. The online fleet card system must have the capability to perform the following function, at a minimum during the terms of the contract:

Contractor will capture and display transaction data as made available from the merchant, as well as overall fleet fuel card program information.

Contractor will administer the system approval process and cardholders' access and privileges online. The system should also be able to provide automatic, default cost allocations for each transaction and the ability to assign multiple account codes to each transaction as determined by the Agency.

The Contractor will generate reports on detailed transaction data. The contractor will provide a system with versatile and comprehensive reporting capabilities

Contractor will provide a designated customer service team familiar with all aspects of the contract.

Contractor will provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

Contractor will be required to provide a domestic and International toll-free number available to cardholders 24/7 365 days/yr

Contractor will have a pre-established account set-up process that may be customized based on the needs of each organization.

Contractor will provide external fraud protection/program screening coverage

Contractor will be required to provide ongoing training for the life of the contract.

Contractor agrees that Agencies shall only be liable for the use of their cards with corporate liability on acquisitions that are authorized transactions

State and the Contractor through mutual agreement shall establish procedures for reporting lost or stolen cards and stolen cardholder account numbers. The State and all Participating Agencies when following procedures will have no liability for lost or stolen cards or fraudulent use of any corporate liability cards.

Contractor shall report to the Cardholder and the Agency Program Administrator reported fraud transactions and the resulting credit issuance or payment due determinations through immediate system generated letters and within monthly management information reporting.

Contractor will provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information

State and Contractor will develop effective strategies to address product code errors with merchants.

Card Acceptance: The number of accepting locations in each area.

Fueling Locations:

Number of accepting merchant – State of Oklahoma – 8,661

Number of accepting merchants – Nationwide - 176,000

Maintenance Locations:

Number of accepting merchant – State of Oklahoma – 4,578

Number of accepting merchants – Nationwide – 398,000

COSTS—REBATES

100 basis points (1%) will be rebated back to the State of Oklahoma either quarterly for net purchases thru the MasterCard network

Payment Terms: Net 30



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000393027
COMDATA INC
PO BOX 3389
BRENTWOOD TN 37024-3389
USA

Contract ID 0000000000000000000000005485			Page 1 of 1	
Contract Dates 02/01/2019 to 01/31/2020		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 0900011617			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID: 736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	84141602 / 1000030033 FUEL CARD: State Fleet Fuel Card	EA	1.00	0.00	0.00	0.00

Contract Base Pricing 1.00000 EA 0001

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