

Request For Proposal

13-JAN-2010 15:59

Louisville/Jefferson Co Metro Government

Bid Number: 1978

ORIGINAL

Revision:	0
Date:	13-JAN-10

Sealed bids will be received until 3:00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3:00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:

Office for Management & Budget - Division of Purchasing 611 West Jefferson Street Mezzanine Level Louisville, KY 40202

Reply By: 26-JAN-10

#	Description
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1	A Request for Proposal/Price Contract to provide a portion of Louisville Metro Government's need for Fleet Fuel Credit Card Services for a period of twelve (12) months, as per the attached specifications.
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DELIVERY TIME: _____
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: Thorn tons Inc

OFFICIAL'S SIGNATURE: [Signature]

ADDRESS: 10101 Lian Station Rd
Louisville, Ky 40223

PHONE: 502-425-8022

DATE: 2-4-10

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 502-426 8028.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

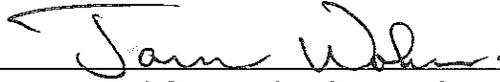
(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

a. He, or any member of his immediate family has a financial interest therein; or
b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

SIGNATURE PAGE



Contractor (Please sign here and type in company name on line
immediately below. Please leave all other lines blank)

Thorntons Inc.

Company Name



Director of Purchasing

Contract Term:

Effective: April 1, 2010

Expires: March 31, 2011

Items Covered:

All: ✓ * PRIMARY *

See Attached: _____

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Thornton's Inc
Authorized Official (Print) James Wehner
Signature of Authorized Official [Signature]
Title Director of Gas Pricing.
Date 2-4-10

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

Company: Thorntons Inc

Address: Street 10101 Linn Station Rd

City Louisville County Jefferson State Ky Zip 40223

Revenue Commission Number: [REDACTED]

Official: James Wohner

Signature: [Signature]

Date: 2-4-10

Request For Proposal

Louisville/Jefferson Co Metro Government



Standard Text

Please submit all factory literature and supporting documentation with each submitted copy of your Bid/RFP.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Senora Ford at (502) 574-5767.

RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act, should not be included in the vendor's proposal, as it may be made available to the public.

Request For Proposal

Louisville/Jefferson Co Metro Government



If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing
Office for Management & Budget - Division of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND ONE COPY. The copy should be a complete copy of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification. If the successful vendor agrees to extend the pricing for a twelve month period the Purchasing Department may purchase additional items from this bid by issuing a separate purchase order. The pricing and specifications for the new purchase shall be the same as those in the original bid and original purchase order.

STANDARD TEXT

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All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number _____.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT (“GFE”) REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises (“MFHBES”):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBES of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBES;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBES that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBES for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBES meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity (“Divisions of Work”) unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate “ALL” in the “Divisions of Work (Bidder Will Self-Perform)” section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email (“Written Communication”) to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS FAILING TO MEET THE MFHBE GOALS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 by Bidders who did not meet the MFHBE goals on GFE-1 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government’s discretion)

- Each Bidder who did not meet the MFHBE goals (as presented on GFE-1) shall submit Form GFE-2 with one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

Optional Good Faith Efforts

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

Form GFE-1

LOUISVILLE METRO GOVERNMENT

GOOD FAITH EFFORTS ("GFE")

SUBCONTRACTOR AND SELF-PERFORM WORK LIST

DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION

Bidder Name: _____

MBE FBE HBE

Total Bid Amount: _____

Email Address: _____

Bid Number: _____

Project Name: _____

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)
ALL <input type="checkbox"/> (CHECK HERE IF YOU ARE NOT SUBCONTRACTING ANY WORK)

DIVISIONS OF WORK (UNDETERMINED WHO WILL PERFORM)

LEGAL NAME OF ALL SUBCONTRACTORS	SUPPLIER	DIVISION OF WORK	SUBCONTRACT AMOUNT	% of Total Bid	CERTIFIED SUBCONTRACTOR		
					MBE GOAL (15%)	FBE GOAL (5%)	HBE GOAL (.5%)
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total			\$0.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature of Company Official: _____
Printed Name: _____

Date: _____

Form GFE-2

**LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
MFHBE SUBCONTRACTOR GFE LOG**

DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION

Bidder Name: _____ **Bid Total:** _____

Bid Number: _____ **Project:** _____

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

NAME OF MFHBE SUBCONTRACTORS CONTACTED	DIVISION OF WORK	REQUEST FOR QUOTES (Attach)	BID ACTIVITY						Reason for Rejection
			No Response	Quote Received (Attach)	Quote Amount	% of Bid Total	Quote Used	Quote Rejected	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
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Other Good Faith Efforts (Attach Supporting Documentation)

Signature of Company Official: _____
Printed Name: _____

Date: _____

1/14/2010



Louisville Jefferson County
Metro Government

Louisville Metro Public Works & Assets
Fleet Services

Request for Proposal Number 1978

Fleet Fuel Credit Card Services

1/14/2010

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REQUEST FOR PROPOSALS

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
- III. Hold Harmless Agreement**
- IV. General Specifications**
- V. Evaluation Criteria**

SECTION I

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government (“Metro Government”) is now accepting proposals for a Price Contract for Fleet Fuel Credit Card Services. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:

(check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Office for Management & Budget – Division of Purchasing until 3:00 PM January 26, 2010, 611 West Jefferson Street, Mezzanine Level, Louisville, Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the **3PM deadline on January 26, 2010** will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed in writing to:

Bob Cromis

Fax: (502) 574-4133

E-mail: bob.cromis@louisvilleky.gov

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

Please disregard any reference in the RFP to this being a “bid”. This is a Request for Proposals.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.8.1 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.10 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.11 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

- 2.12 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.13 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.14.1 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment

for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.15 **Assignment of Contract:** The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.16 **No Waiver:** No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.17 **Authority to do Business:** The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.18 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.19 **Ability to Meet Obligations:** Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**RFP
SUBMITTED BY:**

By signing below you are agreeing to all Louisville Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: _____

By: _____
Title: _____

E-Mail Address: _____

Address: _____

Telephone _____

Fax: _____

Date: _____

Louisville/Jefferson County Metro
Revenue Commission Number: _____

Federal ID Number: _____

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____

Vendor Signature (all items above have been read and completed)

**HOLD HARMLESS AND INDEMNIFICATION CLAUSE,
AND INSURANCE REQUIREMENTS**

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Purchasing Division, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, and \$2,000,000 aggregate including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

- 2. WORKERS' COMPENSATION (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Purchasing Division shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Purchasing Division at least 30 days prior to the expiration of any policy(s).

B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

Request for Proposals

Price Contract To Provide Fleet Fuel Credit Card Services

Background

Louisville Jefferson County Metro Government (Metro Government) currently operates a fleet of approximately 2,500 vehicles. This fleet includes police vehicles, general transportation sedans, light trucks and vans, ambulances and medium/heavy duty trucks. Metro Government's estimated usage is two (2) million gallons of gasoline (87 octane) and approximately 800,000 gallons of diesel fuel, which includes Bio-Diesel.

Intent of RFP

In order to provide an efficient and reliable source for refueling Metro Vehicles, Metro Government is soliciting proposals from qualified vendors which are experienced in providing special fleet-oriented credit card services for its fleet and at Metro Sites.

Specifications

General Requirements

1. The credit card system being proposed shall be accepted at a minimum of 30 fuel service locations in Louisville / Jefferson County (Louisville Metro). Locations shall be in all areas of the Louisville Metro. Responses shall include a list of all locations in Louisville Metro which will accept the system being proposed. A map showing these locations must be included with the proposal. It is vital that these locations shall be conveniently located throughout the area and this will be major consideration in the evaluation of the proposals. All locations should have gasoline and diesel available for purchase. If any location does not, it shall be disclosed in the proposal and marked as such on the map.
2. Proposals shall list all locations that have bio-diesel (please mark on map). **It is important to Louisville Metro to have locations with bio-diesel in the Southern (Outer Loop Area) and Southeast (Shelbyville Road/Snyder Freeway) areas of Louisville Metro.**
3. Proposals shall include a list of all locations that will be available on a 24 hour, 365 day basis (please mark on map). The number of these locations will be a major consideration when evaluating the proposals.
4. **Proposals shall include the plan the vendor has for supplying UREA for diesel trucks when this becomes a requirement and the locations which will be supplying UREA.**
5. The successful vendor shall have locations with alternative fuels, including bio-diesel and ethanol. Bids shall include a list of all locations with alternative fuels and the type at each location.
6. Metro Government currently has fuel sites located at 935 Logan Street, Outer Loop (B-5) and 600 Meriwether Avenue. The successful vendor will be required to monitor inventories and supply bulk gasoline and diesel to these sites. All sites currently have credit card reading systems. Proposals shall include the pricing for fuel purchases at these sites. If the current reader system needs to be replaced or modified to work with the system being proposed the successful vendor shall do so at their own expense. Any modification of the current card reader system shall be approved by Metro Fleet Services. Once it is operational the card reader system at these sites will be the property of Louisville Metro and Metro Fleet Services will be responsible for its maintenance.
7. Proposals shall include a complete description of how you will handle the process of monitoring fuel inventories and providing fuel to the Metro Fuel Sites (see #4)
8. Contractor's System shall interface with Louisville Metro Fleet Software (Chevin Fleet Software). Proposals shall include a complete explanation of how this interface will be completed.
9. During emergencies caused by weather or other disasters (including fuel shortages) priority shall be given to providing Metro Government with fuel. Proposals shall include an explanation of how this requirement will be met.

10. Proposals shall include an explanation of necessary procedures, requirements and terms (including data processing) for use of the service outside of Louisville Metro.
11. The successful vendor shall be capable of providing certain data and reports to Metro Government Fleet Management. This includes the vehicle's odometer reading, the driver's identity (PIN #), gallons purchased, fuel type, date, time and location of transaction. Metro Government may choose to issue cards on the basis of driver, rather than vehicle. Proposals shall include whether each of these methods is acceptable.
12. Metro Government is exempt from the Federal Tax and Sales Tax on fuel. The successful vendor shall agree to credit these taxes on all Metro transactions. The credit shall be accounted for in all transaction data at the time of the purchase.
13. The system shall include the ability to transact the purchase at the pump island at all locations, instead of having to enter the store.
14. The system proposed shall have the ability to program:
 - *Purchases limited to fuel only
 - *Purchases limited to certain fuel grades
 - *Amount of Gallons, per transaction and day
15. Proposals shall include any discounts for quantities, payment, etc. Likewise any rebate based on purchases, or other incentives, should be explained in detail.
16. Proposals shall include a full description of fees, costs and charges that will be applied to the contract. Any charge not listed in the proposal and the resulting contract will be deducted from any invoice submitted for payment.
17. Proposals shall include all information concerning payment terms. Metro Government's payment terms are 30 days after receipt of a proper invoice. Metro Government does not recognize or pay any late fees.
- 18. The services covered by this contract are vital to the operation of Metro Government. Under no circumstances shall the services covered by the contract be denied to Metro Government without 30 days written notice.**
19. Proposals shall include information on the time and steps needed to produce and deliver new or replacement fleet fuel cards. Do fuel cards have expiration dates? If so, what is the time period for a card before its expiration date? Are there any fees for new or replacement cards?
20. For certain Metro Police needs it may be necessary to have cards that do not bear a Metro Government identity. Is this possible?
21. Proposers shall demonstrate the ability to interface with Metro Government's FleetWave Data System. Any needed functional adjustments to either program shall be at the proposer's expense.
22. A full description of all fuel management tools available to Metro Government shall be included in your proposal. This shall include details regarding on-line access to fleet fuel data, card and PIN # data and billing/account information. These shall include the ability to activate and deactivate fuel cars and PIN #'s from Metro Fleet Headquarters.
23. Billing Statements shall be delivered weekly to Louisville Metro Fleet Services. These statements shall be delivered electronically.
24. All transactions and weekly billing statements shall contain all data fields, at a minimum, listed below:
 - a. Account Number
 - b. Driver ID Number (PIN #)
 - c. Vehicle Number
 - d. Date of Purchase
 - e. Time of Purchase
 - f. Transaction Number
 - g. Location of Purchase
 - h. Odometer Reading
 - i. Fuel Type
 - j. Fuel Gallons
 - k. Fuel Cost per Gallon
 - l. Total Transaction Amount
 - m. Metro Agency Name
 - n. Metro Agency Cost Center Number

Weekly Billing Statements shall be provided electronically and contain all data fields sorted by Metro Agency Name and cost center, then by vehicle number in ascending numerical order. Each Metro Agency listed on the billing statement shall be subtotaled. Any additional elements that may be included should be listed and explained in your proposal. Proposals shall include the data string format, with field names and field sizes. It may be desirable for Metro Government to set up individual accounts for some Metro Departments.

In addition to the electronic downloading of transaction data, the successful vendor shall provide for each account a monthly listing of transaction data, sorted by vehicle or card number.

The preferred pricing system is either cost plus or pump price less a set discount. However other pricing formats will be considered.

The proposal shall include an implementation plan for the startup of the Fleet Fuel Card Operations, including the issuance of Fleet Fuel Cards. This shall include a description of the training of Metro Employees to be provided at the proposer's expense.

The system shall be fully operational by _____.

Proposers shall agree to extend an option to any other Government Agencies to establish a contract based on the terms and conditions of this RFP and the resulting contract. Any requesting Government Agency will establish a separate contract.

All questions on the specifications and requirements of this RFP shall be submitted in writing no later than February 8, 2010. Any questions submitted after this date will not be answered. Questions shall be sent to:

Bob Cromis
bob.cromis@louisvilleky.gov
Fax: (502) 574-4133

Proposals shall include the following:

- A complete explanation of pricing for fuel purchased at each of the following locations:
 - The three (3) Metro Fuel Sites
 - Vendor Locations within Louisville Metro
 - Purchases made outside of Louisville Metro
- Proposals shall state if you currently provide similar Fleet Fuel Card Operations to any Government. If so, provide detailed information on the operation (contact, phone number, & how long the operation has been in place).
- Proposals shall include at least three (3) references of similar Fleet Fuel Card Operations they are currently supplying to other fleets. You shall include a contact, fleet size, phone number and how long the operation has been in place.
- A complete, detailed implementation plan
- Detailed explanation of how each of the General Requirements listed in these specifications will be met
- Any item in this RFP with which the proposer cannot comply shall be identified and fully detailed.

Incomplete Proposals shall be deemed non-responsive.

V. Evaluation Criteria

Proposals will be evaluated on the following criteria:

Pricing:	35%
Number and Convenience of Locations within the Metro Area:	25%
Implementation Plan, Ability to Supply Required Services and Ability to Interface Metro Software:	25%
Experience, References & Qualifications Providing Fleet Fuel Card Operations:	15%

Metro Government may require proposers to give an oral presentation of their proposal. Metro Government may negotiate with all proposers susceptible to award or award a contract based on the original submitted proposals.

The contract will be awarded to the best evaluated proposal.

Affirmative Action Plan (AAP)

Thorntons Inc.

10101 Linn Station Road

Louisville, Kentucky 40223

- ❖ **Organizational Profile (workforce analysis)**

- ❖ **Placement by job**

- ❖ **Designation of Responsibility for Implementation**

- ❖ **Overview of process of implementation**

Thorntons Inc Job Analysis and placement

	male - white	male minority	female- white	female minority	Total
Executive	4		1		5
Managers	208	17	160	11	396
Professionals	19		10		29
sales workers	344	92	615	127	1178
craft worker	8				8
administrative support	13		44		57
Operatives	86	23	2	6	117
Laborers & Helpers	14	2	2		18
service workers	8		2		10
					1818

	male - white	male minority	female- white	female minority
Executive	80%		20%	
Managers	53%	4%	40%	3%
Professionals	66%	0%	34%	
sales workers	29%	8%	52%	11%
craft worker				
administrative support	23%		77%	
Operatives	74%	20%	2%	5%
Laborers & Helpers	78%	11%	11%	
service workers	80%		20%	

The Senior Executive of Human Resource, Thorntons Inc has the responsibility for designing and ensuring the effective Implementation of Thorntons Inc Affirmative Action Program (AAP).

The responsibilities include but are not limited to the following:

- Develop Equal Employment Opportunity (EEO) policy statements and affirmative action internal and external communication procedures.
- Develop and implement an internal audit and reporting system that measures the effectiveness of the policy.
- Review with the Company the AAP and keep management informed of qualified minorities and women at all levels to ensure that the policy is understood and followed.
- Audit the Company advertising and brochures to ensure compliant.
- Review job qualification standards and ensure they are consistent with business necessity and the safe job. Reasonable accommodations made, unless such accommodations would be an undue hardship on the conduct of the business or a safety factor.
- Employees of and applicants will not be subject to harassment, intimidation, threats or discrimination because they have engaged or may engage in filing a complaint assisting in a relevant investigation or hearing or have otherwise sought to obtain their legal rights related to any federal law regarding EEO.
- Review the qualifications of all applicants and employees to ensure qualified individuals in a nondiscriminatory manner are reviewed for hire, promotion, transfer.
- Review all employees' performance to ensure that non-discrimination is adhered to in all activities.
- Identify problem areas, formulate solutions and establish goals and objectives when necessary.

Thorntons Inc continues to promote good hiring practices and with the goal of hiring the most qualified candidate with all due considerations to females and minorities.

The majority of our work force is in the following codes:

Managers:

Currently 43% are a combination of female and minority

The goal is to continue on the plan as is.

Sales workers:

Currently 63% are a combination of female and minority.

The goal is to continue on the plan as is.

Administrative Support

Currently 77 % are a combination of female and minority.

The goal is to continue the plan as is.

We will review all candidates with the goal of maintaining our current percentages and increasing as the opportunity is available to increase in both female and minorities.

All promotions will continue to be based on merit and with equal opportunity to all including female and minorities.



RFP
SUBMITTED BY:

By signing below you are agreeing to all Louisville Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: Thorntons Inc

By: James Wohner
Title: Director of Gas Pricing

E-Mail Address: 

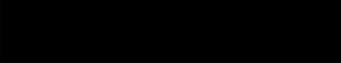
Address: 10101 Linn Station Rd
Louisville, Ky 40223

Telephone: (502) 425-8022

Fax: (502) 426-8023

Date: 2-4-10

Louisville/Jefferson County Metro
Revenue Commission Number: 

Federal ID Number: 

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

I acknowledge receipt of the following Addendum:

Addendum #1:

Addendum #2:

Addendum #3:

Any Additional Addendum (list all numbers): _____



Vendor Signature (all items above have been read and completed)

Weekly Billing Statements shall be provided electronically and contain all data fields sorted by Metro Agency Name and cost center, then by vehicle number in ascending numerical order. Each Metro Agency listed on the billing statement shall be subtotaled. Any additional elements that may be included should be listed and explained in your proposal. Proposals shall include the data string format, with field names and field sizes. It may be desirable for Metro Government to set up individual accounts for some Metro Departments.

In addition to the electronic downloading of transaction data, the successful vendor shall provide for each account a monthly listing of transaction data, sorted by vehicle or card number.

The preferred pricing system is either cost plus or pump price less a set discount. However other pricing formats will be considered.

The proposal shall include an implementation plan for the startup of the Fleet Fuel Card Operations, including the issuance of Fleet Fuel Cards. This shall include a description of the training of Metro Employees to be provided at the proposer's expense.

The system shall be fully operational by 2-16-2010

Proposers shall agree to extend an option to any other Government Agencies to establish a contract based on the terms and conditions of this RFP and the resulting contract. Any requesting Government Agency will establish a separate contract.

All questions on the specifications and requirements of this RFP shall be submitted in writing no later than February 8, 2010. Any questions submitted after this date will not be answered. Questions shall be sent to:

Bob Cromis
bob.cromis@louisvilleky.gov
Fax: (502) 574-4133

Proposals shall include the following:

- A complete explanation of pricing for fuel purchased at each of the following locations:
 - The three (3) Metro Fuel Sites
 - Vendor Locations within Louisville Metro
 - Purchases made outside of Louisville Metro
- Proposals shall state if you currently provide similar Fleet Fuel Card Operations to any Government. If so, provide detailed information on the operation (contact, phone number, & how long the operation has been in place).
- Proposals shall include at least three (3) references of similar Fleet Fuel Card Operations they are currently supplying to other fleets. You shall include a contact, fleet size, phone number and how long the operation has been in place.
- A complete, detailed implementation plan
- Detailed explanation of how each of the General Requirements listed in these specifications will be met
- Any item in this RFP with which the proposer cannot comply shall be identified and fully detailed.

Incomplete Proposals shall be deemed non-responsive.

SECTION I

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for a Price Contract for Fleet Fuel Credit Card Services. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:

(check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Office for Management & Budget – Division of Purchasing until 3:00 PM January 26, 2010, 611 West Jefferson Street, Mezzanine Level, Louisville, Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the **3PM deadline on January 26, 2010** will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed in writing to:

Bob Cromis
Fax: (502) 574-4133
E-mail: bob.cromis@louisvilleky.gov

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

RFP Specifications Response Sheet:

1. Thorntons has 33 locations in Louisville/Jefferson County Metro Government area. All of our locations:
 - Are listed on the map enclosed (Attachment A).
 - Street addresses and product availability enclosed (Attachment B)
 - All sites carry unleaded fuel, all sites also carry diesel except one. The site without diesel is:
 - Thornton store #50 located at 4520 Dixie Hwy.

As your current fleet fuel provider, your drivers have been using all of our sites. However, if there is ever a location where you need additional fueling capabilities, we are willing and able to negotiate with other merchants for acceptance of the Fleet One fleet card system to meet your needs as possible.
2. Thorntons currently offers bio-diesel at the following 4 Metro Louisville locations:
 - #25 located at 3301 Bardstown Rd,
 - #61 located at 2000 Seventh Street Rd,
 - #93 located 1501 Dixie Highway,
 - #98 located at 4136 Cane Run Rd.
 - i. We will work with Metro Louisville to have bio-diesel available in the requested areas by changing the stores that carry the bio-diesel product but we currently have no plans to expand the total number of sights (4) that carry the bio-diesel product.
3. All 33 locations are open on a 24 hrs, 365- days a year basis.
4. We will have UREA available on site at each location; this product will be sold off shelf inside our stores.
5. Thorntons currently offers bio-diesel at 4 Metro Louisville locations as stated above in #2. Thorntons currently offers E-85 at these locations
 - #21 located at 2700 Fern Valley Rd and location
 - #157 located at 1335 Hurstborne Lane.

Thorntons also will be adding E-85 at these locations:

 - #155 located at 8405 National Turnpike in February of 2010
 - #151 located at 7920 Bardstown Rd in March of 2010.
6. Thorntons will continue to monitor fuel levels via the veeder root system and order fuel as needed through Thorntons Transportation Company for the 3 sites listed.

Our price proposal to you in this RFP for the bulk locations is

: Cost-plus 6 cents for all fuels purchased.

Fuels to include, but not limited to: Regular Unleaded, Midgrade, Premium, Diesel, Kerosene, and E85.

Cost-plus is defined as:

OPIS Average at time of delivery plus (+) freight (----) .02 plus (+) any applicable taxes of which you are not exempt.

7. Each morning 365 days a year Thorntons will pull veeder root readings and order fuel for each bulk sight as needed.
8. Thorntons is your current supplier and there will be no changes to our current software programs.
9. Thorntons will work with Louisville Metro to designate specific locations where products will be reserved for Louisville Metro vehicles only, we also will work with our transportation department to meet the needs of Louisville Metro should any crisis or disaster occur. We have emergency guidelines in place at all our sites and an emergency phone list available. When you historically had need of us as a company during weather, state, and national emergencies, we were there to assist your needs without fail.
10. The Fleet One card can be used at all Thorntons locations listed on the attached map. When using Thorntons sites, your bid pricing, procedures, billing, data processing, etc. will remain constant and consistent.

When you need to travel outside the Metro area or Thorntons areas, the Fleet One card can be used at other merchant locations.

Note: If a non- Thornton site is used; your pricing will be billed at regular retail (pump price). However, all general Fleet One procedures, billing, data processing will remain constant. Hours of operation, pay-at-the-pump capabilities and such are subject to each merchant.

11. Thorntons and Fleet-One will report fleet card data as requested by Louisville Metro reporting capabilities include vehicle odometer readings, the drivers identity(PIN#), gallons purchased, fuel type, date, time and location of purchase. Cards can be issued to a driver or a vehicle per Louisville Metro's request.
12. Our invoices can reflect exemption of any and all State and Federal Excise Taxes and any Sales Taxes, if applicable, on fuel and is reflected in transaction data as a credit on your invoice. Please continue to submit your updated Tax Exemption Certificates for our files.
13. Thorntons has the pay at the pump option available at all 33 Louisville locations.
14. Thorntons Fleet-One system does have the ability to limit card users to fuel only by type of fuel, and the amount of gallons per day, gallons dollars.

15. There are no additional discounts or rebates we have been very aggressive with our bid of cost plus 6 or retail minus 3 the better of. (Definition of cost is OPIS average plus freight and taxes.)
16. Thornton's/Fleet One prices government accounts at wholesale cost plus a markup. Thornton's/Fleet One utilizes the Daily Oil Pricing Information Service (OPIS) price per gallon at 11:00AM Central Standard Time for each product, plus applicable taxes and freight to determine the wholesale cost and then add the cent per gallon markup. (Federal Tax will be deducted at time of purchase for gas and diesel based off the Louisville Metro Jefferson County exemption status.
17. Louisville Metro will be billed weekly with net 30 day terms.
18. Thorntons has 24/7 customer service availability and no Louisville Metro Government Fleet cardholder should ever be turned away for the length of this contract.
19. Fleet Cards both new and replacement can be ordered anytime by contacting Thorntons Fleet Customer Service Representative at 502-396-6145. The typical turnaround time for card delivery is 2 to 3 working days after your request depending of what time of day (am or pm) order placed. The Fleet One card system is very unique in that it does not necessitate and expiration date; and, as such, eliminates time-consuming, expensive training, and administrative logistics on your part. The only replacement card distribution needed is for cards that have worn out. There are no fees for replacement cards.
20. The answer is Yes we will make Fleet cards available to the Metro Police Department members that do not bear a Metro Government
21. We are currently interfaced with your Fleetwave data system.
22. With the Fleet One system, you can manage most aspects of your account. Everything from ordering, activating, de-activating cards and PINs, identifying and controlling unauthorized purchases, access to fleet fuel data, billing/account information and more through the power of the Web. Or, you may choose to perform the same services over the phone by calling toll-free the Fleet One Call Center 24/7/365 or by contacting your Thorntons Fleet Customer Service Representative at 502-396-6145.
23. Statements will be delivered electronically each week.
24. We can comply with monthly billing statement requirements noted in this section.

RFP- 1978 Pricing Proposal

Thorntons/Fleetone appreciates our partnership with Metro Louisville Government since 1999 and we are please to keep our pricing structure in place with no increase to Metro Louisville Government. Even though our operating costs have increased substantially since 2004 when we last submitted an RFP we will not increase the cost to Metro Louisville Government on this RFP.

Our price proposal to you in this RFP for all 33 fleet card locations.

: Cost-plus 6 cents or Retail-minus 3 cents whichever is the lowest at the Point-of-Sale on all fuels purchased.

Fuels to include, but not limited to: Regular Unleaded, Midgrade, Premium, Diesel, Kerosene, and E85.

Cost-plus is defined as:

OPIS Average plus (+) freight (----) .02 plus (+) any applicable taxes of which you are not exempt.

Retail is defined as:

The price of fuel at the pump at time of purchase less taxes of which you are exempt.

Example:

Cost plus Markup = \$2.576

Retail = \$2.539

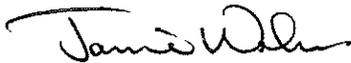
Louisville Jefferson County Metro Government would pay the **\$2.539**

Cost plus Markup = \$2.527

Retail = \$2.639

Louisville Jefferson County Metro Government would pay the **\$2.527**

Sincerely,



Jamie Wohner

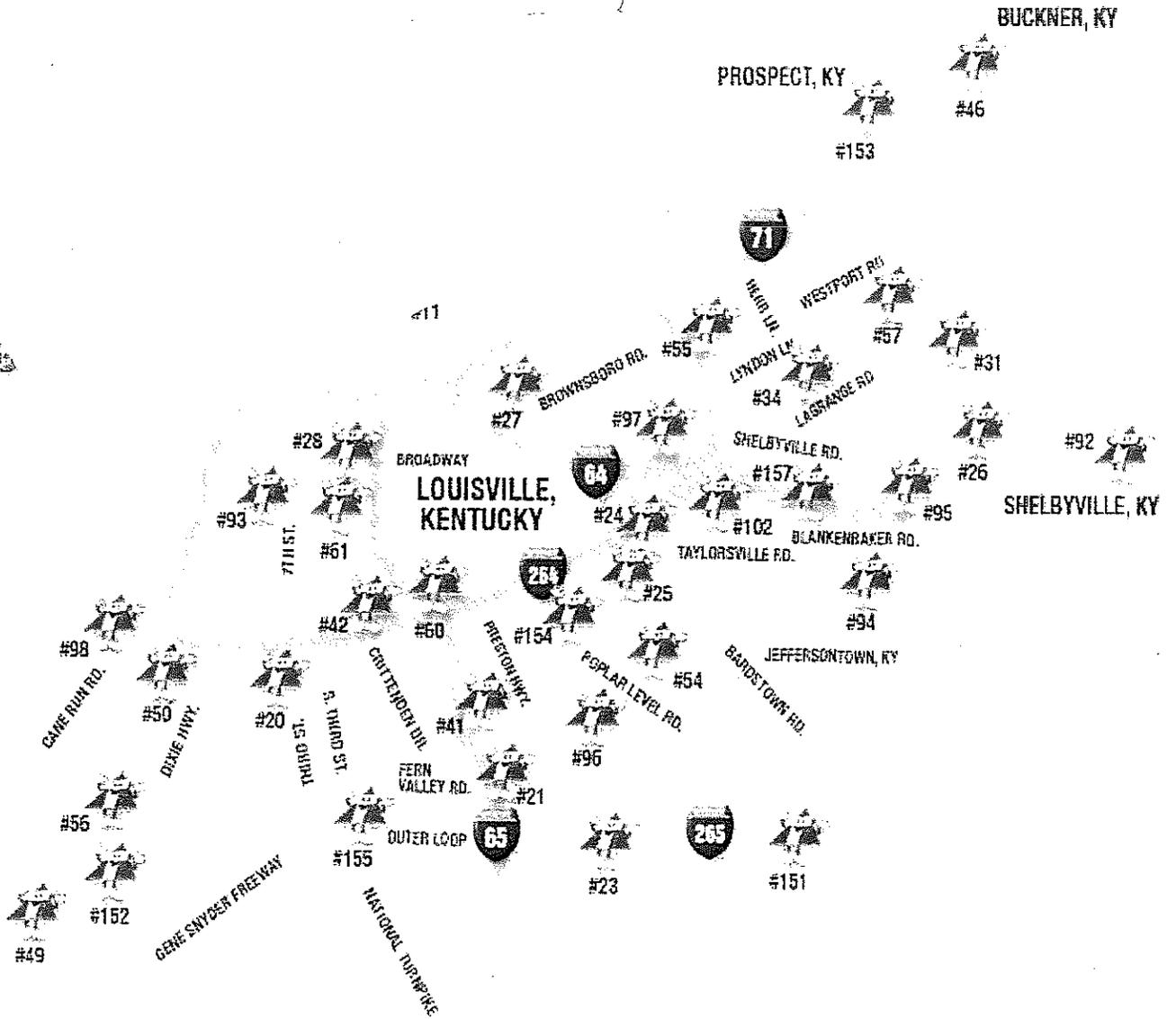
Director of Gas Pricing

Thorntons Inc.



Louisville, KY Store Locations

Attachment(A.)



Attachment (B)

Store	Address	City, State Zip	Phone	Fuel Selections
20	4500 S. THIRD ST.	LOUISVILLE, KY 40214	(502) 361-1057	Gas/Diesel/Kerosene
21	2700 FERN VALLEY RD.	LOUISVILLE, KY 40213	(502) 966-8919	Gas/Diesel/E85
23	8217 PRESTON HWY.	LOUISVILLE, KY 40219	(502) 968-6330	Gas/Diesel
24	3726 TAYLORSVILLE RD.	LOUISVILLE, KY 40220	(502) 479-0067	Gas/Diesel/Kerosene
25	3301 BARDSTOWN RD.	LOUISVILLE, KY 40218	(502) 452-9125	Gas/Diesel/Kerosene
26	14101 SHELBYVILLE RD.	LOUISVILLE, KY 40245	(502) 253-0950	Gas/Diesel/Kerosene
27	2007 BROWNSBORO RD.	LOUISVILLE, KY 40206	(502) 897-2951	Gas/Diesel/Kerosene
28	100 WEST BROADWAY	LOUISVILLE, KY 40202	(502) 584-5355	Gas/Diesel
31	12412 LAGRANGE RD.	LOUISVILLE, KY 40245	(502) 241-4720	Gas/Diesel/Kerosene
34	605 LYNDON LN.	LOUISVILLE, KY 40222	(502) 327-6460	Gas/Diesel/Kerosene
41	5318 PRESTON HIGHWAY	LOUISVILLE, KY 40213	(502) 964-5211	Gas/Diesel
42	4309 CRITTENDEN DR.	LOUISVILLE, KY 40209	(502) 361-1033	Gas/Diesel/Kerosene
49	11710 S. DIXIE HWY.	LOUISVILLE, KY 40272	(502) 933-2083	Gas/Diesel
50	4520 DIXIE HIGHWAY	LOUISVILLE, KY 40216	(502) 448-1050	Gas/Kerosene
54	4154 BARDSTOWN RD.	LOUISVILLE, KY 40218	(502) 499-0439	Gas/Diesel/Kerosene
55	4950 BROWNSBORO RD.	LOUISVILLE, KY 40222	(502) 425-6932	Gas/Diesel/Kerosene
56	8400 DIXIE HIGHWAY	LOUISVILLE, KY 40258	(502) 933-5344	Gas/Diesel/Kerosene
57	10320 WESTPORT RD.	LOUISVILLE, KY 40241	(502) 339-8639	Gas/Diesel/Kerosene
60	3320 PRESTON HIGHWAY	LOUISVILLE, KY 40213	(502) 366-4047	Gas/Diesel/Kerosene
61	2000 SEVENTH STREET RD.	LOUISVILLE, KY 40208	(502) 634-5646	Gas/Diesel/Kerosene
93	1501 DIXIE HIGHWAY	LOUISVILLE, KY 40210	(502) 775-5561	Gas/Diesel/Kerosene
94	1804 NEW BLANKENBAKER	LOUISVILLE, KY 40299	(502) 266-5098	Gas/Diesel/Kerosene
95	13314 SHELBYVILLE RD.	LOUISVILLE, KY 40223	(502) 245-5180	Gas/Diesel/Kerosene
96	4516 POPLAR LEVEL RD.	LOUISVILLE, KY 40213	(502) 964-6570	Gas/Diesel/Kerosene
97	4500 SHELBYVILLE RD.	LOUISVILLE, KY 40207	(502) 896-2654	Gas/Diesel/Kerosene
98	4136 CANE RUN RD.	LOUISVILLE, KY 40216	(502) 448-7426	Gas/Diesel/Kerosene
102	3909 TAYLORSVILLE RD.	LOUISVILLE, KY 40220	(502) 459-6424	Gas/Diesel/Kerosene
151	7920 BARDSTOWN RD.	LOUISVILLE, KY 40291	(502) 231-6319	Gas/Diesel/Kerosene
152	10501 DIXIE HIGHWAY	LOUISVILLE, KY 40272	(502) 995-7082	Gas/Diesel/Kerosene
154	3300 BARDSTOWN RD.	LOUISVILLE, KY 40218	(502) 451-9467	Gas/Diesel/Kerosene
155	8405 NATIONAL TURNPIKE	LOUISVILLE, KY 40214	(502) 375-5959	Gas/Diesel/Kerosene
157	1335 S HURSTBORNE PARKWAY	LOUISVILLE, KY 40222	(502) 423-1060	Gas/Diesel/E85

References

VENDOR NAME: Fleet One LLC
REFERENCE COMPANY NAME: Commonwealth of Kentucky Equipment
TYPE OF BUSINESS: State Government
CITY: Frankfort
STATE: KY
ZIP: 40601
CONTACT NAME: Ms. Vicki New
PHONE NUMBER FOR CONTACT: [REDACTED]
FAX NUMBER FOR CONTACT: [REDACTED]
E-MAIL ADDRESS FOR CONTACT: [REDACTED]
PERIOD OF TIME DOING BUSINESS WITH THIS COMPANY: FROM: 1999 TO: Present
TYPE OF BUSINESS / SERVICES PROVIDED: Heavy Equipment for the Commonwealth of the State of Kentucky

VENDOR NAME: Fleet One LLC
REFERENCE COMPANY NAME: Commonwealth of Kentucky Agricultural
TYPE OF BUSINESS: State Government
CITY: Frankfort
STATE: KY
ZIP: 40202
CONTACT NAME: Mr. Steve Minter
PHONE NUMBER FOR CONTACT: [REDACTED]
FAX NUMBER FOR CONTACT: [REDACTED]
E-MAIL ADDRESS FOR CONTACT: [REDACTED]
PERIOD OF TIME DOING BUSINESS WITH THIS COMPANY: FROM: 1999 TO: Present
TYPE OF BUSINESS / SERVICES PROVIDED: State Government Agency

VENDOR NAME: Fleet One LLC
REFERENCE COMPANY NAME: Commonwealth of Kentucky Fleet Management
TYPE OF BUSINESS: State Government
CITY: Frankfort
STATE: KY
ZIP: 40204
CONTACT NAME: Mr. Jeff Kaiser
PHONE NUMBER FOR CONTACT: [REDACTED]
FAX NUMBER FOR CONTACT: [REDACTED]
E-MAIL ADDRESS FOR CONTACT: [REDACTED]
PERIOD OF TIME DOING BUSINESS WITH THIS COMPANY: FROM: 1999 TO: Present
TYPE OF BUSINESS / SERVICES PROVIDED: State Government

February 4, 2010

Metro Purchasing Department
Room 306
531 Court Place
Louisville, Ky 40202-3309

Re: RFP #1978

Dear Metro Purchasing Dept. Representative(s):

We are pleased to be included in Louisville Jefferson County Metro Government's Request for Proposal for Fleet Fuel Card Services RFP #1978. Thorntons values our current relationship as your vendor of choice for fleet fuel credit card services and desires to continue in that capacity.

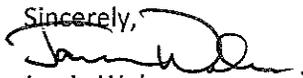
Enclosed you will find our Original Bid plus 1 copy, of which contain the following:

- Request for Proposal--#1978 Invitation for Bid Cover Sheet.
- Standard Text Page containing Tax ID data.
- Invitation for Bid Signature Page.
- Living Wage Preference Page.
- Local Vendor Preference Application.
- Approved Affirmative Action Plan.
- GFE-1 Form.
- RFP -1978 Signature Page.
- Signed W-9.
- Certificate of Liability Insurance.
- Specification details sheet. (1-24)
- Map of locations attachment. (A)
- List of locations with addresses attachment. (B)
- 3 References attachment (C)

We state that we concur with all the conditions listed in this contract and can perform all obligations and responses supplied for this bid.

Once again, thank you for including Thorntons, a locally-owned and operated business in RFP #1978. We have been serving fleet customers for over 30 years and desire to continue serving your needs now and in the future.

Sincerely,



Jamie Wohner

Director of Gas Pricing Thorntons Inc.