Request for Proposal
RFP #26-185

October 20, 2026

For the provision of

FUEL CARD SERVICES

For

Augusta, Georgia on behalf of the Central Services Department - Fleet Management

RFP Due Date: Thursday, November 12, 2026, at 11:00 a.m.

One Original and One Electronic Version of RFP on a USB Drive shall be submitted

Andy Penick, CPSM, GCPM
Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Request for Proposal

Sealed proposal will be received at this office until Thursday, November 12, 2026 @ 11:00 a.m. RFP openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901 and virtually via Teams: Meeting ID: 259 801 544 563 700 Passcode: E4sA7hS7

RFP #26-185 Fuel Card Services for Augusta-Richmond County (herein "Augusta", "CITY"), Augusta Central Services Department - Fleet Management

No proposals will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor.

RFP documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCbid menu (https://www.augustaga.gov/681/ARCBid), Euna OpenBids (https://network.demandstar.com) and Georgia Procurement Registry website located at (https://ssl.doas.state.ga.us/gpr/index). Bidders must mark the RFP number on the outside of the submittal envelope. Addenda will also be posted on the above listed website.

All request for clarifications or interpretations must for this proposal must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business Friday, October 30, 2026 @ 5:00 P.M.

Questions, request for clarifications or interpretations regarding this proposal must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Ms. Nancy Williams
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

Bidders are cautioned that acquisition of the proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

No proposals will be accepted by email; all proposals must be received by mail or hand delivered.

Publish:

Augusta Chronicle October 13, 22, 29, 2026

RFP OPENINGS:

All RFP openings are open to the public, either in person in the Procurement Department located at 535 Telfair Steet, Suite 605, Augusta, GA 30901, or teleconferencing. Bidders may attend but are not required to do so. Augusta uses the Microsoft Teams application for those wanting to attend virtually. The application is free to use. The Bid Opening is **Thursday, November 12, 2026 @ 11:00 a.m.**

Follow these instructions to attend virtually via TEAMS:

1. Go to: https://teams.microsoft.com/meet/259801544563700?p=7Z8126dk0wF14cK60Y
2. Enter Meeting ID: 259 801 544 563 700
3. Passcode: E4sA7hS7

SECTION 1
INSTRUCTIONS TO SUBMIT A PROPOSAL

1.1 Purpose: The purpose of this document is to provide general and specific information for use by Bidders in submitting a proposal to FUEL CARD SERVICES.

1.2 How to view the Augusta Code: All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or http://www.augustaga.gov/index.aspx?NID=685 Guidelines & Procedures.

1.3 Compliance with laws: The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.

1.4 Bids For All Or Part: Unless otherwise specified, County reserves The Right To make an award(s) for all Items, or categories, or specific line items, to one or more bidders. Bidder may restrict their bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.

1.5 All protests shall be made in writing to:

Attn: Andy Penick, Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901
Email: procbidandcontract@augustaga.gov

1.6 Augusta, Georgia License Requirement: If applicable, For further information contact the License and Inspection Department at 706 312-5050. Include the following, if applicable.

A. General CONSULTANT's' License Number in accordance with O.C.G.A. §43-41
B. Utility CONSULTANT' License Number in accordance with O.C.G.A. §43-14
C. Any other license that may be required in this document

1.7 Terms of Contract: One year with option to extend it for an additional four years.

1.8 For the purpose of this RFP, "Bidder", "Consultant", "CONSULTANT'", "Company", "Firm", "Agency", "Contractor", or "Offeror", shall all mean one-and-the same, with no distinction between them.

1.9 All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

1.10 All Bidders responding are cautioned to read this RFP carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Contractor should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Contractor of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

1.11 All questions must be submitted in writing by email to procbidandcontract@augustaga.gov to the office of the Procurement Department

by **Friday, October 30, 2026 @ 5:00 p.m.** Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

1.12 Augusta will respond to any Contractor's questions received in compliance with the above schedule. All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled, and answers will be posted by addendum and emailed to Contractor. Failure to provide all of the requested information may cause the proposal to be rejected as non-responsive.

1.13 Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner, and form prescribed. For a proposal to be considered it must remain valid for at least 90 days after RFPs have been opened, pending the execution of contract with the successful vendor.

1.14 If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of the CITY. Negotiations may be undertaken with the firm whose proposal shows them to be the most qualified, responsible, and capable of performing the work. In addition to cost, the CITY will consider professional qualifications and related experience to determine which proposal would be in the CITY's best interest of the CITY if a contract were made.

1.15 The CITY reserves the right to consider proposals or modifications thereof received at any time before the award is made, if such action is in the interest of the CITY.

1.16 The CITY reserves the right to reject any or all proposals received as the result of this RFP. The CITY also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the CITY.

The CITY will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners. Costs incurred in responding to the request for qualifications are the Contractor's alone and Augusta does not accept liability for any such costs.

1.17 Services must be provided by experienced personnel. Any SUB-CONSULTANTs/CONSULTANT's the proponent will be using to perform any part of the requested service shall be evaluated on the same criteria.

1.18 It is the responsibility of the Contractors to examine the entire RFP, seek clarification in writing, and review their qualifications for accuracy before submitting a response. Once the deadline has passed, all submittals will be final. The CITY reserves the right to ask for additional information from all parties that have submitted qualifications.

1.19 No proposal may be withdrawn for a period of ninety (90) days after proposal have been opened, pending the execution of contract with the successful bidder. Selection shall not be based solely upon the fee proposal; however, the fee and maximum overhead proposals shall be a factor in the final selection. The CITY reserves the right, in its sole discretion, to reject any or all proposals, re-solicit proposals (including a change in the method of project delivery), or terminate the project.

1.20 The CITY is not obligated to request clarifications or additional information but may do so at their discretion. The CITY reserves the right to extend the deadline for submittals.

1.21 Upon receipt of a proposal by the CITY, the proposal shall become the property of the CITY without compensation to the Contractor, for disposition or usage by the CITY

at its discretion. The details of the proposal documents will remain confidential until final award. See Trade Secret Affidavit.

1.22 Augusta's Terms & Conditions shall govern.

1.23 Responses should be submitted in the format outlined in this section. Augusta reserves the right to eliminate from further consideration any response that is deemed substantially or materially unresponsive to the requests for information contained in this section.

1.24 Proponents shall furnish their business street address. Any communications directed either to the address so given and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the Proponent.

1.25 Each proposal will be evaluated utilizing the evaluation criteria listed herein

HOW TO PREPARE A PROPOSAL FOR SUBMITTAL

Proposals must be submitted in two (2) separately sealed envelopes. Augusta requires responses in both hard copy and on a USB drive. Instructions follow:

HARD COPY RESPONSE:

1. One envelope must contain Bidder's proposal and all mandatory documents listed herein. Bidders must clearly mark the outside of one (1) envelope: "RFP #26-185 FUEL CARD SERVICES TECHNICAL QUALIFICATIONS". Include one (1) unbound original hard copy response.
2. The second envelope must contain the Bidder's complete COST PROPOSAL provided in hard copy. Clearly mark the outside of this envelope "RFP #26-185 COST PROPOSAL FEE SCHEDULE". Failure to include a COST PROPOSAL FEE SCHEDULE will render the bid unresponsive and be disqualified. The fee proposal is to also be included in excel format on the USB drive.
3. Bidders are not to include both the Technical Qualifications proposal and the Cost Proposal in the same envelope, or the bid will be found unresponsive and disqualified.

DIGITAL RESPONSE ON USB DRIVE:

1. Additionally, Bidders are required to include one digital version of their Technical Qualifications and also their Cost Proposal Fee Schedule in two separate files on one (1) USB drive.
2. Label one file "RFP #26-185 FUEL CARD SERVICES TECHNICAL QUALIFICATIONS" and include the Bidder's proposal response and all mandatory documents listed herein.
3. Label the second file "RFP #26-185 COST PROPOSAL FEE SCHEDULE" and include the fee schedule in this file.
4. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP.
5. If Bidders desire to proposal includes any additional material in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.

NOTICE TO ALL BIDDERS

Exhibit A – Bidders Information, is a consolidated document consisting of:

1. Copy of Business License
2. W-9 Form
3. Acknowledgement of Addenda (if any)
4. Statement of Non-Discrimination
5. Non-Collusion Affidavit of Prime Bidder/Offeror
6. Conflict of Interest Statement

Exhibit B - CONSULTANT' Affidavit for E-Verify

Bidder's must provide their E-Verify affidavit along with their bid on the attached form. E-Verify User ID Number must be provided

Exhibit C - Systematic Alien Verification for Entitlements Program

Business License Requirement: Bidder must be licensed in the Governmental entity (state or local) for where they do the majority of their business. The company's business license number must be provided. If your Governmental entity does not require a business license, your company will be required to obtain an Augusta, GA business license if awarded a contract. For further information contact the License and Inspection Department phone number (706) 312-5050.

The successful bidders will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Bidder's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Sub-CONSULTANT' Affidavit
2. Non-Collusion Affidavit of Sub-CONSULTANT'
3. E-Verify MOU (Memorandum of Understanding)

Exhibit A

Bidder Information Sheet

Augusta, Georgia
Attn: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ **Email:** _____

Name the source where you learned about this RFP (Website, Newspaper or other posting site)?
_____

Instructions:

1. Attach a copy of your Business License
2. Attach your Federal W-9 Form.
3. Provide a copy of your General, or other CONSULTANT' License, for the following (If applicable),
Utility CONSULTANT's License # _____
General CONSULTANT' License # _____
Additional Specialty License # _____
4. Acknowledgement of Addenda: (#1) ____ (#2) ____ (#3) ____ (#4) ____ (#5) ____ (#6) ____ (#7) ____ (#8) ___
All Addenda is posted on the Augusta, GA ARCBid website. Check the appropriate box(es)to acknowledge receipt of addenda.,

Statement of Non-Discrimination

1. The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.
2. The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business sub-CONSULTANT'/supplier utilization.
3. The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.
4. The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunity to do business with this Company;
5. That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
6. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
7. That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

1. By submission of a bid, the bidder certifies, under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in the proposal have been arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or to any competitor.

C. No attempt has been made, or will be made, by the bidders to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

2. The County may consider attempts to influence or entreat any elected official of the County as Collusion and may render your proposal to be denied.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this Bid, and

2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the bidders certifies under penalty of perjury, that to the best of its knowledge and belief:

A. The prices in the bid have arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidders prior to opening, directly or indirectly, to any other bidder or competitor.

C. No attempt has been made, or will be made, by the bidder to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Acknowledgement:

The undersigned further agrees to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any SUB-CONSULTANT'(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

_____ _____

Signatory Name in Print Company Name

_____ _____

Signatory's Title Signature of Authorized Officer or Agent

Date: _____

Notarization:

SUBSCRIBED AND SWORN BEFORE

ME ON THIS _____ DAY OF _____, 2026.

_____ My Commission Expires: _____

NOTARY PUBLIC (Seal or Stamp)

Exhibit B

CONSULTANT' Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned CONSULTANT' ("CONSULTANT'") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which CONSULTANT' is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The CONSULTANT' has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The CONSULTANT' will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The CONSULTANT' will notify the public employer in the event the CONSULTANT' ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The CONSULTANT' understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The CONSULTANT' will contract for the performance of services in satisfaction of such contract only with SUB-CONSULTANT's who present an affidavit to the CONSULTANT' with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The CONSULTANT' acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which CONSULTANT' is a party after the date hereof without further action or consent by CONSULTANT'; and

g) CONSULTANT' acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of CONSULTANT' Signature of Authorized Officer

_____ _____

Signatory's Name in Print Date

_____

Signatory's Title

SUBSCRIBED AND SWORN BEFORE

ME ON THIS _____ DAY OF _____, 2026.

My Commission Expires: _____

NOTARY PUBLIC (Seal or Stamp)

Exhibit C

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP #26-185 FUEL CARD SERVICES

[RFP Project Number and Project Name]

_____

Print name of person applying on behalf of individual, business, corporation, partnership, or other private entity

_____

[Print/Type: Name of business, corporation, partnership, or other private entity]

1. _____ I am a citizen of the United States.
2. _____ I am a legal permanent resident 18 years of age or older.
3. _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

_____

Signature of Applicant

_____

Printed Name

_____

*Alien Registration Number for Non-Citizens

NOTARY COMMISSIONING

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2026

_____

Notary Public

My Commission Expires: _____NOTARY SEAL OR STAMP

TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with _____response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to $1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

_____

[Signatory Name in Print] [Signatory's Title] [Company Name]

_____ Date: _____

[Signatory's Title]

NOTARY COMMISSIONING

Subscribed and sworn before me on this _____ day of _____, 20_____

_____

Notary Public

My Commission Expires: _____ NOTARY SEAL

RETURN FORM ONLY IF APPLICABLE.

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, CONSULTANT's agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, CONSULTANT's shall report to Augusta, Georgia the total dollars paid to each SUB-CONSULTANT', bidders, or other business on each contract, and shall provide such payment affidavits, regarding payment to SUB-CONSULTANT's, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the CONSULTANT' and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF $300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract SUB-CONSULTANT' Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of $300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.
2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder will not meet the MBE and WBE goals*).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154.Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bid number For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program
535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406
mwbe@augustaga.gov
Website: https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise

TABLE OF CONTENTS

2.0		General Information	
	2.1	Introduction	
	2.2	Background	
	2.3	Intent	
	2.4	Expectations	
	2.5	Notice to Proposers Regarding the Public Records Act	
	2.6	The Government Option to Reject Any or All Proposals	
	2.7	Prohibited Vendors	
	2.8	Formal Approval of the Agreement	
	2.9	Vendor's Relationship to the Augusta Commission	
	2.9.1	Vendor as Independent Vendor	
	2.10	Contract Term	
	2.11	Termination	
	2.12	Severability	
	2.13	Manner of Performance	
	2.14	Contract Documents	
3.0		Scope of Services	
	3.1	General	
	3.2	Fuel Pricing and Discount	
	3.3	Fraud prevention and security	
	3.4	Real-time alerts	
	3.5	Administrative management system	
	3.6	Mobile application	
	3.7	Reporting and analytics	
	3.8	Data and system integration	
	3.9	Data security and privacy	
	3.10	Card management and accountability	
	3.11	Implementation and transition	
	3.12	Training	
	3.13	Customer service	
	3.14	Fees and pricing	
	3.15	Performance requirements	
	3.16	Proposer qualifications	
	3.17	Proposal response requirements	
	3.18	Conclusion	
		Fee Proposal	

SECTION 2
GENERAL INFORMATION

2.1 Introduction: This request for proposal sets forth Augusta Georgia's requirements for the provision of fleet fuel services for a period of 1 year with four one-year renewal options, if mutually agreed upon by both parties. Augusta, Georgia is soliciting competitive proposals from qualified fuel service providers to establish and administer a comprehensive Fuel Services Card Program for the City's fleet and authorized equipment. To ensure the requirements are met, each Contractor must present a proposal that incorporates all terms and conditions set forth in this request. Any exceptions to this proposal must be clearly noted in the proposal. Contractors may elect to offer alternatives that would be beneficial to Augusta, Ga. Any alternative must be submitted and identified separately, and the service and cost implications clearly delineated from those submitted in this proposal. Augusta, Ga expects the final agreement to be similar to and include all the work elements of the Scope of Services within this Request for Proposal (RFP). Oral presentations may be required by a senior management official of the Vendor who has the ability to fully answer all questions regarding their proposal within thirty days.

2.2 Background: The fleet consists of all vehicles and equipment associated with a municipal government that uses gasoline and diesel. Augusta, Georgia's fleet includes public safety vehicles, fire safety vehicles, public services/work type vehicles, recreation, administrative and all manners of service type vehicles and equipment (including small engine).

Currently, Augusta, Ga utilizes Georgia Statewide Contract to provide fuel cards and Augusta, Ga plans to replace this fuel card program. Last year's gallons are included on the table below.

Month	Gas Gallons	Diesel Gallons	Electric kwh
Jan	61,417.41	17,438.06	218.19
Feb	68,154.94	17,431.80	232.01
Mar	67,465.19	19,643.66	278.71
Apr	81,288.25	21,609.53	309.17
May	76,058.97	21,854.57	257.27
Jun	71,389.86	19,416.39	393.85
Jul	81,929.90	21,394.25	525.86
Aug	79,327.61	19,231.38	319.99
Sep	78,184.27	20,803.55	317.24
Oct	82,579.94	20,972.32	208.01
Nov	68,132.38	17,465.95	287.36
Dec	73,343.20	18,563.48	226.18
Total	**889,271.92**	**235,824.94**	**3,573.84**

2.3 Intent: Augusta Georgia's objective is to establish a fuel card program that maximizes fuel purchasing savings while providing strong controls, security, fraud prevention, transaction monitoring, reporting, accountability, and administrative efficiency. The successful Contractor shall demonstrate the ability to provide a reliable, scalable, user-friendly system that enables the Augusta, Ga to maintain

centralized oversight of fuel purchases while allowing authorized departments and operators to efficiently obtain fuel.

2.4 Expectations: The primary objectives of this RFP are to:

1. Obtain competitive fuel pricing and discounts.
2. Provide a fuel card for each authorized vehicle, equipment unit, or approved fueling account.
3. Support a minimum of 1,600 cards with the ability to scale upward.
4. Reduce unauthorized and fraudulent fuel purchases, identify fuel anomalies, misuse and waste.
5. Establish transaction-level controls and authorization requirements.
6. Provide real-time or near-real-time transaction monitoring and alerts.
7. Improve accountability for fuel purchases by vehicle, equipment, department, and operator.
8. Provide comprehensive management reporting and analytics.
9. Provide an online administrative portal for Fleet Management.
11. Provide a reliable nationwide and/or regional fueling network.
12. Provide integration capabilities with FASTER and Samsara (identify whether integration exists or requires approval, all costs associated with integration, implementation and recurring fees).
13. Provide strong customer service and dedicated account management.

2.5 Notice to Proposers Regarding the Public Records Act: Upon receipt of a proposal by Augusta, the proposal shall become the property of Augusta without compensation to the Contractor, for disposition or usage by Augusta at its discretion. The details of the proposal documents will remain confidential until final award. See Trade Secret Affidavit.

2.6 The Government Option to Reject Any or All Proposals: The Government may reject, at its sole discretion, any or all proposals submitted in response to this RFP. The Government shall not be liable for any costs incurred in connection with the preparation and submittal or any proposal. The Government reserves the right to waive immaterial formalities in a submitted proposal.

2.7 Prohibited Vendors: By submitting a proposal, the vender certifies that they are not listed in the prohibited vendors list, as authorized by Executive Order # 13224, 23 September 2001 ("Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control [OFAC]), [http://www.treas.gov/offices/enforcement/ofac/sdn/] At any time during the term of the agreement, the vendor becomes listed on the Terrorism List; the vendor should immediately notify Augusta, Ga. Augusta, Ga shall have the absolute right to terminate this agreement without recourse in the event the vendor becomes listed on the Terrorism List.

2.8 Formal Approval of the Agreement: Acceptance or recommendation of a proposal does not constitute formation of a contract or agreement. A contract or agreement can only be created by formal approval by the Augusta Commission and execution according to law.

2.9 Vendor's Relationship to the Augusta Commission: Vendor as Independent Vendor: it is expressly agreed and understood that the Vendor is, in all respects, an Independent Vendor as to the work and that the Vendor is in no respect an agent, servant or employee of this Government.

2.10 CONTRACT TERM: The duration of a commitment of the contract/agreement will be from January 01, 2027, (or upon the time, the Augusta Commission approves the winning bidder and a contract signed) to December 31, 2027. Further, this contract/agreement may be renewed, expanded, and extended by mutual agreement in annual increments for four additional one year terms, provided that:

a. the funds for subject contract are available and
b. an operating budget is approved by the Government and
c. the Vendor has established a satisfactory record of performance.

Augusta, Georgia will give the Vendor written notice of its intent to extend at least thirty (30) days before the Agreement is scheduled to expire.

2.11 TERMINATION: This contract may be terminated by the Augusta Commission without cause upon providing the Vendor with at least thirty (30) days prior written notice. Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

2.12 Severability: If any term or position of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

2.13 Manner of Performance: The Vendor agrees to perform the duties and obligations under this contract in a professional manner and in accordance with all applicable local, Federal and State laws, rules and regulations.

2.14 Contract Documents: The documents that will form the Contract include the "Request for Proposal", all exhibits thereto, the winning Respondent's "proposal", and the subsequent "Contract Agreement".

SECTION 3
SCOPE OF SERVICES

3.1 General: The successful Contractor shall provide all services necessary to implement and administer the City's fuel card program, including but not limited to:

A. Fuel Cards: The Contractor shall:

- Provide fuel cards for 1,600+ authorized vehicles/equipment units.
- Provide additional cards upon request.
- Provide replacement cards for lost, stolen, damaged, or compromised cards.
- Allow cards to be immediately suspended, terminated, or reactivated.
- Provide cards that can be assigned to a specific vehicle, equipment unit, department, or authorized user.
- Provide card identification that does not unnecessarily expose sensitive information.
- Provide customizable card restrictions.
- Provide emergency fuel replacement services in the event of a natural disaster or fuel shortage.
- Provide a process for reporting lost or stolen cards 24 hours per day, seven days per week.

B. Fuel Network: The Contractor shall identify:

- Number of participating fueling locations.
- Geographic coverage (searchable fueling location database).
- Locations within the City of Augusta/Richmond County area.
- Statewide coverage.
- Nationwide coverage.
- Major fuel brands participating in the network.
- Independent fueling locations participating in the network.
- Commercial fueling locations are available for larger vehicles and equipment.
- Availability of diesel, gasoline, DEF, and other authorized fuel products.

3.2 Fuel Pricing And Discount: Contractors shall clearly describe all pricing mechanisms and discounts available to Augusta, Ga.

A. The proposal shall identify:

- Retail price discount.
- Posted-price discount.
- Cost-plus pricing, if applicable.
- Fixed cents-per-gallon discount.
- Location-specific discounts.
- Brand-specific discounts.
- Volume-based discounts.
- Rebates.
- Incentives.
- Prompt-payment discounts, if applicable.

- Any other savings opportunities.

B. Contractors shall provide historical or projected examples demonstrating the potential annual savings for a fleet purchasing approximately 890,000 gallons of gasoline and 240,000 gallons of diesel annually. Augusta, Georgia reserves the right to evaluate fuel pricing based on net delivery cost, rather than solely on advertised discount percentages.

3.3 Fraud Prevention and Security: Augusta, Georgia anticipates managing more than 1,600 fuel cards, security and fraud prevention shall be a critical component of the evaluation. The Contractor shall provide a robust security system capable of preventing, identifying, flagging, and responding to unauthorized fuel transactions.

At a minimum, the system should provide the ability to establish:

- Transaction Control
- Maximum gallons per transaction based on asset fuel capacity.
- Maximum dollar amount per transaction.
- Maximum number of transactions per day.
- Maximum number and/or multiple transactions within a designated period.
- Fuel-type restrictions.
- Grade restrictions.
- Location restrictions.
- Geographic restrictions.
- Day-of-week restrictions.
- Time-of-day restrictions.
- Department-specific restrictions.
- Vehicle-specific restrictions.
- Operator-specific restrictions, where applicable.
- Odometer-entry requirements.
- PIN requirements.
- Vehicle identification requirements (asset number).
- Fuel purchases outside authorized operating hours.
- Fuel purchases for unauthorized fuel types.
- Repeated declined transactions.
- Attempts to circumvent transaction limits.
- Duplicate transactions.
- Unusual purchasing patterns.
- Potential card sharing.
- Potential card cloning or compromised-card activity.
- Transactions inconsistent with vehicle/equipment specifications.

3.4 Real-time Alerts: The system should provide real-time or near-real-time alerts through email, text message, dashboard notifications, or other configurable methods. Alerts should include, at minimum:

- Suspected fraudulent transaction.
- Card used outside authorized parameters.
- Excessive gallons.
- Excessive dollar amount.

- Multiple transactions within a specified period.
- Card used outside geographic restrictions.
- Card used outside approved operating hours.
- Incorrect fuel type.
- Repeated declined transactions.
- Lost/stolen card activity.
- Potential duplicate transactions.

3.5 Administrative Management System: The Contractor shall provide a secure web-based management platform accessible to authorized personnel. The system shall allow Fleet Management to:

- Issue cards.
- Activate cards.
- Deactivate cards.
- Suspend cards.
- Replace cards.
- Assign cards.
- Change card restrictions.
- Establish purchasing limits.
- Establish fuel-type restrictions.
- View transactions.
- Search transactions.
- Export transaction data.
- Run reports.
- Review alerts.
- Investigate suspicious transactions.
- Manage authorized users.
- Establish administrative permissions.
- Maintain audit logs.

3.6 Mobile Application: if available, the Contractor shall provide a mobile application that allows authorized personnel to:

- Locate participating fueling stations.
- View fueling locations.
- Obtain directions.
- Review card information.
- Report lost/stolen cards.
- Receive security alerts.
- Review transactions.
- Perform other approved administrative functions.

3.7 Reporting and Analytics: Reports shall be exportable to common formats, including Excel and CSV. Augusta, Georgia should also have access to dashboards providing visual summaries of fuel consumption, expenditures, trends, exceptions, and potential savings. The Contractor shall provide comprehensive reporting capabilities. Reports should be available by:

- Asset number.
- Fuel card.

- Department and/division
- Location.
- Fuel type.
- Fueling station.
- Date and time.
- Operator.
- Gallons by quantity and cost
- Discount.
- Net cost.
- Transaction count.

A. At a minimum, the system should provide:
   1. Automated daily fuel transaction report.
   2. Automated Monthly fuel usage report.
   3. Automated Department fuel usage report.
   4. Fuel cost report.
   5. Fuel price analysis.
   6. Gallons purchased by fuel type.
   7. Transactions by location.
   8. Vehicle/equipment fuel consumption.
   9. Average price per gallon.
   10. Discount/rebate report.
   11. Exception report.
   12. Declined transaction report.
   13. Fraud/security alert report.
   14. Card activity report.
   15. Inactive card report.
   16. Fuel efficiency report.
   17. Budget expenditure report.
   18. Year-over-year fuel expenditure comparison.
   19. Real time reporting

3.8 Data and System Integration: The Contractor shall describe available integration capabilities with FASTER WEB and Samsara. The Contractor shall identify whether integration is available through:
- API.
- Secure file transfer.
- Automated data feeds.
- Web services.

3.9 Data Security and Privacy: The Contractor shall identify all costs associated with implementation and ongoing integration. The Contractor shall maintain appropriate administrative, technical, and physical safeguards to protect Augusta, Georgia's data.

A. The proposal shall describe:
- Data encryption.
- User authentication.
- Multi-factor authentication.

- Password requirements.
- Role-based access controls.
- Audit logs.
- Data retention.
- Backup procedures.
- Disaster recovery.
- Business continuity.
- Security monitoring.
- Incident response procedures.
- Breach notification procedures.
- Employee access controls.

3.10 Card Management and Accountability: The Contractor shall immediately notify the Augusta, Georgia Central Services – Fleet Management Division of any confirmed or suspected security breach involving City information. The system should allow Augusta, Georgia Central Services - Fleet Management Division to identify cards that have not been used for a specified period. Augusta, Georgia requires the ability to maintain an accurate inventory of all fuel cards. The system shall provide:

- Card status.
- Assigned vehicle/equipment.
- Assigned department.
- Card issue date.
- Card expiration date.
- Last transaction.
- Current status.
- Transaction history.
- Replacement history.
- User/operator information, where applicable.

3.11 Implementation and Transition: The Contractor shall provide a dedicated implementation representative and account manager. The Contractor shall identify the anticipated implementation timeline. The selected Contractor shall provide a detailed implementation plan. The implementation shall include:

1. Kickoff meeting.
2. Account setup.
3. Card inventory setup.
4. Vehicle/equipment data upload.
5. Department setup.
6. User setup.
7. Security configuration.
8. Transaction-limit configuration.
9. Network/location validation.
10. System testing.
11. Data integration testing.
12. Training.
13. Card distribution.

14. Go-live support.
15. Post-implementation review.

3.12 Training: Training materials shall be provided electronically and shall remain available throughout the contract term. The Contractor shall provide training at no additional cost or clearly identify all associated costs. Training shall include:

- Fleet administrators.
- Department administrators.
- Authorized card users/operators.
- Accounting/finance personnel.
- Management/report users.

3.13 Customer Service:

A. The Contractor shall provide:
- Dedicated account management.
- 24/7 Customer service support.
- 24/7 lost and/or stolen card reporting.
- Emergency card support.
- Technical support.
- 24/7 Fraud/security support.
- Regular account reviews.

B. The Contractor shall identify:
- Account manager.
- Customer service hours.
- Emergency support hours.
- Average response time.
- Escalation procedures.
- Service-level commitments.

3.14 Fees and Pricing: Contractors shall provide a complete schedule of all fees. Pricing shall identify, at minimum:

- Card issuance fee.
- Card replacement fee.
- Transaction fee.
- Monthly account fee.
- Annual fee.
- Network fee.
- Administrative fee.
- Reporting fee.
- Implementation fee.
- Integration fee.
- API fee.
- Mobile application fee.
- Customer service fee.

- Fraud monitoring fee.
- Any other applicable charges.

3.15 Performance Requirements: The successful Contractor shall be evaluated throughout the contract term based on performance, including:

- System availability.
- Card availability.
- Transaction processing and reporting accuracy.
- Fraud detection.
- Customer service response.
- Fuel network availability.
- Savings achieved.
- System security.
- Implementation performance.
- Data accuracy.
- Resolution of disputed transactions.

3.16 Proposer Qualifications: Contractor shall demonstrate:

- Experience managing government or large commercial fuel card programs.
- Experience supporting 1,000+ fuel cards.
- Experience with municipal fleets.
- Demonstrated fraud prevention capabilities.
- Demonstrated information security practices.
- Financial stability.
- Adequate customer service resources.
- Adequate fuel network coverage.
- Ability to support the Augusta Georgia's anticipated transaction volume.

Contractor shall provide at least three references, preferably from governmental or similar sized fleet customers. References shall include:

- Organization name.
- Contact name.
- Contact information.
- Number of cards supported.
- Contract term.
- Description of services provided.

3.17 Proposal Response Requirements: The Consultant's Proposal shall be responsive to the specific range of issues described in this Request for Proposal. Consultants are asked to read the Request for Proposal carefully to ensure that they address the specific requirements of this Request and submit all requested information. Proposing Consultants will be evaluated and scored based on the information provided in their proposals as it relates to this Request. Any additional information provided by the proposing firms will not be considered and is discouraged. The Consultant's Proposal shall be organized in the order and format described below. Tabs listed are for

guidance for your proposal. Point value is the value for each item is the value that is applied to each area on the evaluation chart. Proposals shall include the following:
TAB A – Procurement Documents – Pass/Fail

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required (Exhibit A, Exhibit B, Exhibit C, Copy of Business license and copy of W-9). The notary seal shall be visible on the original and all copies.

TAB B – Company experience to include the following – 20 points

Provide a narrative description of the company's history, range of services, resources, and past and current business activities. In the latter area, describe in detail the company's experience in providing the requested fuel card services. Describe any special capabilities of your company that set your company apart from other companies.

Company Experience to include the following:

Company Information:
- Company name.
- Address.
- Contact information.
- Ownership structure.
- Years in business.
- Relevant certifications.

Company Experience:
- Government contracts.
- Municipal fleet experience.
- Number of active fuel cards managed.
- Annual transaction volume.
- Relevant client references.

TAB C – Organization and Approach to include the following – 15 points

Provide a staffing plan for the proposed services. Provider resumes of key personnel. Include details on the Technical Solution and your fuel Network. To include the following:

Technical Solution:
- System overview.
- Card technology.
- Administrative portal.
- Mobile capabilities (if applicable).
- Security controls.
- Fraud prevention.
- Alerts.
- Reporting.

- Integration capabilities.

Fuel Network:

- Number of fueling locations.
- Geographic coverage.
- Local Augusta/Richmond County coverage.
- Regional coverage.
- National coverage.

TAB D – Scope of Services to include the following – 20 points

Provide in-depth detail to the understanding of the proposal requirements listed under Section II Scope of Servies, to indicate the understanding of the scope of service and approach to intent to include the following:

Implementation: Detailed implementation and transition plan to include a schedule that does not interrupt the current fuel program while transitioning to new fuel program.

Customer Service: Account management and support structure.

Security: Detailed cybersecurity and fraud prevention documentation.

TAB E – Financials - 5 points

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

A) If a public company, include a recap of the most recent audited financial report.
B) If a private company, provide a recap of the most recent internal financial statement, and a letter on the financial institution's letterhead, stating financial stability.

TAB F – References – 5 points

Provide three (3) references where your company has implemented a fuel card service with a scope and size similar to the proposed services within the past five (5) years. Each reference should include the customer's name, address with current contact information, and a brief description of the project.

TAB G – Proposal Fees– 10 Points

Provide a cost proposal as outlined in the Cost Proposal within this Request for Proposal. Submit Fee Schedule in a <u>separate sealed envelope</u>. Clearly mark "COST PROPOSAL" and the Proposal number on the outside of the envelope. (Exhibit G)

3.18 <u>Conclusion:</u> Augusta, Georgia is seeking a strategic fuel services partner rather than a solely fuel card provider. The selected Contractor must demonstrate the ability to combine competitive fuel pricing, extensive fueling access, advanced technology,

fraud prevention, strong security controls, comprehensive reporting, and exceptional customer service. The goal is to establish a fuel card program that provides measurable savings while strengthening accountability and protecting public funds. Contractors are encouraged to identify innovative solutions that will assist Augusta, Georgia in reducing fuel expenditures, improving operational efficiency, preventing fraud, and making data-driven fleet management decisions.

PROPOSAL EVALUATION PROCESS

A proposal committee will be assigned to review, evaluate, and rank all responsive proposals utilizing an evaluation scoring system listed below.

Criteria	Tab	Points
Part I		
Procurement Documents	A	Pass/Fail
Firm Qualifications & Experience	B	20
Organization & Approach	C	15
Scope of Services	D	20
Financial Statements	E	5
References	F	5
Proximity to Area Within Richmond County 10 points Within CSRA 6 points Within Georgia 4 points Within SE United States (includes AL, TN, NC, SC, FL) 2 points All Other points 1 point	Address listed on Exhibit A	10
Sub-Total		75
Part II (Optional)		
Presentation by Team (Optional)		10
Q & A Response to Panel Questions (Optional)		5
Total with interview		90
Part III		
Costs (Submitted in a separate sealed envelope): Lowest fee 10 points 2nd Lowest fee 6 points 3rd Lowest fee 4 points 4th Lowest Fee 2 points 5th Lowest Fee 1 point		10
Total		100

Part I – Initially, proposals will be evaluated based on their relative responsiveness to criteria B-F above and with those point values weighted as shown above.

Part II – At the discretion of the City, or as deemed in its best interest firms may be short-listed for selection, evaluation will be performed and will be worth an additional 0-15 points in the selection process. The number of firms shortlisted and interviewed will be at the discretion of the selection committee. The Consultant will be responsible for any cost associated with the request for an interview.

Part III – The fee schedules of the short-listed firms from Part I and Part II will be opened, reviewed and scored.

If, for any reason, the recommended firm(s) cannot execute the contract, Augusta may select the firm with the second highest score, and so on until a satisfactory agreement has been reached.

Exhibit D
ELECTRONIC COST PROPOSAL

An electronic fee proposal spreadsheet has been provided in excel format. Vendors are required to submit a printed copy of the excel worksheet in a separately sealed envelope and also are required to include a copy in excel format on the USB drive.

(Please use additional pages for clarification to any items listed on the excel spreadsheet.)

RFP 26-185 - Exhibit D - Cost Proposal					
Fee Category	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
A. Card Fees					
Initial per card	$	$	$	$	$
Lost/stolen card fee	$	$	$	$	$
Expedited card fee	$	$	$	$	$
Card cancellation fee	$	$	$	$	$
Annual fee per card	$	$	$	$	$
Other card fees	$	$	$	$	$
A. Total - Card Fees	$ -	$ -	$ -	$ -	$ -
B. Program Management Fees					
Account set up fee	$	$	$	$	$
API/Data integration	$	$	$	$	$
API/Data maintenance	$	$	$	$	$
Addional Administrative Users	$	$	$	$	$
Custom Reporting	$	$	$	$	$
Monthly Reporting	$	$	$	$	$
Daily Reporting	$	$	$	$	$
Automated Reporting	$	$	$	$	$
B. Total - Program Management Fees	$ -	$ -	$ -	$ -	$ -
C. Transaction Fees					
Fuel transaction fee	$	$	$	$	$
Non-fuel transaction fee	$	$	$	$	$
Declined transaction fee	$	$	$	$	$
Out of network transaction fee	$	$	$	$	$
Processing fee	$	$	$	$	$
C. Total - Transaction Fees	$ -	$ -	$ -	$ -	$ -
D. Fuel Pricing/Discount Structure (Please check the appropriate box)					
Retail price at time of purchase					
Posted retail priceless discount					
Wholesale price					
Cost-plus price					
Discount/mark ups					
Other					

E. Technology and Online System Fees					
Online Management Portal/Dashboard	$	$	$	$	$
Mobile Application (if applicable)	$	$	$	$	$
Real time alerts	$	$	$	$	$
Fraud monitoring system	$	$	$	$	$
Asset/vehicle integration	$	$	$	$	$
Electronic reporting	$	$	$	$	$
API access	$	$	$	$	$
E. Total - Technology and Online System Fees	$ -	$ -	$ -	$ -	$ -
F. Fraud Prevention and Security Fees (Please check the appropriate boxes if applicable and add cost value)					
Security feature	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Real - time transaction monitoring	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Automated fraud detection	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Purchase limits	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Fuel type restrictions	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Gallon limits	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Dollar limits	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$___
Time of day restrictions	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Geographic restrictions	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Odometer capture	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Driver operator identification	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Pin security	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Card lock/unlock	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Lost/stolen card controls	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
Duplicate transaction detection	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____	☐ Yes ☐ No$____
F. Total - Fraud Prevention and Security Fees	$ -	$ -	$ -	$ -	$ -
G. Implementation/Training Fees					
Program implementation & support	$	$	$	$	$
Data migration	$	$	$	$	$
Cardholder set up	$	$	$	$	$
Vehicle/asset set up	$	$	$	$	$
Department set up	$	$	$	$	$
On-site training	$	$	$	$	$
In person training	$	$	$	$	$
Virtual training	$	$	$	$	$
User training materials	$	$	$	$	$
G. Total - Implementation/Training Fees	$ -	$ -	$ -	$ -	$ -

H. Customer Support Fees					
Standard customer service	$	$	$	$	$
24/7 Customer support	$	$	$	$	$
Fraud/dispute support	$	$	$	$	$
Emergency card support	$	$	$	$	$
H. Total - Customer Support Fees	$ -	$ -	$ -	$ -	$ -
I. Contract and Termination Fees					
Early termination fee	$	$	$	$	$
Contract cancellation	$	$	$	$	$
Minimum volume penalty	$	$	$	$	$
Minimum monthly spend	$	$	$	$	$
Minimum annual spend	$	$	$	$	$
Data retrieval upon termination	$	$	$	$	$
Data conversion upon termination	$	$	$	$	$
Minimum purchase/volume commitment	☐ Yes ☐ No$___	☐ Yes ☐ No$___	☐ Yes ☐ No$___	☐ Yes ☐ No$___	☐ Yes ☐ No$___
I. Total - Contract and Termination Fees	$ -	$ -	$ -	$ -	$ -
Other Fees (list of any other fees per year)					

Total Cumulative Fee					
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
A. Total - Card Fees	$ -	$ -	$ -	$ -	$ -
B. Total - Program Management Fees	$ -	$ -	$ -	$ -	$ -
C. Total - Transaction Fees	$ -	$ -	$ -	$ -	$ -
D. Fuel Pricing/Discount Structure - Include Discount Structure					
E. Total - Technology and Online System Fees	$ -	$ -	$ -	$ -	$ -
F. Total - Fraud Prevention and Security Fees	$ -	$ -	$ -	$ -	$ -
G. Total - Implementation/Training Fees	$ -	$ -	$ -	$ -	$ -
H. Total - Customer Support Fees	$ -	$ -	$ -	$ -	$ -
I. Total - Contract and Termination Fees	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -

Exhibit E

Sample Contract

STATE OF GEORGIA
AUGUSTA, GEORGIA

CONTRACT # _____

Contract for the Provision of RFP 26-185 Fuel Card Services

ARTICLE #101 – INTRODUCTION

This Contract for Fuel Card Services (hereinafter "Services") is made and entered into as of _____ (execution date) is by and between Augusta, Georgia (Hereinafter "Augusta", "CITY") located at 535 Telfair Street, Suite 605, Augusta GA 30901, and _____ which is principally located at _____ (hereinafter "CONSULTANT").

WHEREAS CONSULTANT is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. CITY and CONSULTANT are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS nothing contained in this Contract shall be construed to convert the CONSULTANT or any of its employees, agents, into a partner, employee, or agent of the CITY, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS CONSULTANT represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the CITY and the CITY has relied on such representation, and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the CONSULTANT to the CITY in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS any documents, including bid advertisements, exhibits, attachments, plans, maps, or other, are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid

offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. CONSULTANT agrees to provide the Services to the CITY as detailed in the Scope of Work in RFP 26-185 and in the Letter of Engagement. Unapproved work outside the Scope of Work may not be compensated.
B. CITY agrees to pay as compensation any fees listed which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.
C. All RFP documents, addenda, exhibits, attachments, and the CONSULTANT''s response and fee proposal are incorporated into and made part of this Agreement by reference.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following people:

ISSUING OFFICER
Andy Penick, CPSM
Director of Procurement
Augusta, Georgia Government
535 Telfair Street, Suite 605,
Augusta, GA 30901
Ph: (706) 821-4820
Email: apenick@augustaga.gov

CITY PROJECT MANAGER
Name: Tameka Allen
Title: Administrator
Dept. Administration
Add: 535 Telfair St, Suite 910
City: Augusta, GA 30901
Ph: Office (706) 821-2400
Email: allen@augustaga.gov

CONSULTANTS CONTACT INFORMATION

Contact Name(s): _____

Company Legal Name: _____

Physical Address: _____

Phone(s): _____

Email(s): _____

Remit to Address (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The CITY reserves the right to select other CONSULTANTs to provide the Services like those described in this Contract during the term of the Contract should the need arise, or the CONSULTANT fails to perform.

ARTICLE #105 – CONTRACT TERM

CONTRACT TERM: The duration of a commitment of the contract/agreement will be from January 01, 2027, (or upon the time, the Augusta Commission approves the winning bidder and a contract signed) to December 31, 2027. Further, this contract/agreement may be renewed, expanded, and extended by mutual agreement in annual increments for four additional years, provided that:

a. the funds for subject contract are available and
b. an operating budget is approved by the Government and
c. the Vendor has established a satisfactory record of performance.

Augusta, Georgia will give the Vendor written notice of its intent to extend at least thirty (30) days before the Agreement is scheduled to expire.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

A. This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.
B. CONSULTANT acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the mayor. Under Georgia law, CONSULTANT is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of CONSULTANT's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the CONSULTANT may be precluded from recovering payment for such unauthorized goods or services. Accordingly, CONSULTANT agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the CONSULTANT provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by CONSULTANT. CONSULTANT assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

A. In the event that Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

B. If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

1. Delay or Impossibility of Performance. Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the CONSULTANT. If the Services to be provided to the CITY are interrupted by a force majeure event, as defined below, the CITY will be entitled to an equitable adjustment to the fees and other payments due. If delay results from a third-party's negligent conduct or failure to perform, the CONSULTANT shall not be excused from compliance with the terms and obligations of the Contract.

2. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs because of force majeure.

3. Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

4. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

ARTICLE #108 – TERMINATION PROVISIONS

The CITY may terminate this Contract by providing thirty (30) days' written Notice-of-Termination to the CONSULTANT at any time. Should the CITY terminate this Contract prior to the date of automatic termination, CONSULTANT shall provide the CITY with all deliverables up to the date of termination thirty (30) days after the Notice-of-Termination is issued. The CITY shall pay the CONSULTANT for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. Termination for Convenience. Following thirty (30) days' written notice, the CITY may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the CONSULTANT.

B. Termination for Cause. The occurrence of any of the following events shall constitute cause for the CITY to declare the CONSULTANT in default of its obligations under the Contract:

1. The CONSULTANT fails to deliver or has delivered nonconforming Services or fails to perform, to the CITY's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the CONSULTANT.
2. The CITY determines that CONSULTANT's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The CONSULTANT fails to make substantial and timely progress toward performance of the Contract.
4. The CONSULTANT becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the CONSULTANT terminates or suspends its business; or the CITY reasonably believes that the CONSULTANT has become insolvent or unable to pay its obligations as they accrue consistently with applicable federal or state law.
5. The CONSULTANT has failed to comply with applicable federal, state, and local laws, rules, CITY ordinances, regulations, and orders when performing within the scope of the Contract.
6. The CONSULTANT has engaged in conduct that has or may expose the CITY or the State to liability, as determined in the CITY's sole discretion; or a material breach of the terms of the Contract by CITY upon CITY's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the CONSULTANT to declare that the CITY is in default of its obligations under the Contract.

C. Notice of Default. If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice-of-Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice-of-Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
2. In the event of a breach by the CONSULTANT, the CITY may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting CONSULTANT; and,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the CITY determines that adequate funds are de-appropriated such that the CITY cannot fulfill its obligations under the Contract, such determination being

at the CITY's sole discretion and conclusive. CITY agrees to provide prompt written notice to CONSULTANT in the event of any de-appropriation.

E. Termination due to Failure of CONSULTANT to Act. The CITY may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the CONSULTANT must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The CITY determines that the actions, or failure to act, of the CONSULTANT, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The CONSULTANT furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the CONSULTANT to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by CITY, the CITY shall pay only those amounts, if any, due and owing to the CONSULTANT for Services actually received and accepted by the CITY up to and including the date of termination of the Contract and for which the CITY is obligated to pay pursuant to the Contract.

G. CONSULTANT's Termination Duties. Upon receipt of a Notice of Termination, the CONSULTANT shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the CITY may require.
2. Immediately cease to use and return to the CITY any personal property or materials, whether tangible or intangible, provided by the CITY to the CONSULTANT.
3. Comply with the CITY's instructions for the timely transfer of any active files and work product produced by the CONSULTANT under the Contract.
4. Cooperate in good faith with the CITY, its employees, agents, and CONSULTANTs during the transition period between the Notification of Termination and the substitution of any replacement CONSULTANT.
5. CONSULTANT is to immediately return any payments made by the CITY for goods and services that were not delivered by the CONSULTANT.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY CITY

The Parties agree that the CITY shall not be responsible for defending or indemnifying any CONSULTANT from any claim brought by any third party against the CONSULTANT.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONSULTANT

The CONSULTANT shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the CITY.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the CONSULTANT under the Contract shall also apply to third parties, if allowed in writing by the CITY. Any Contract with a third-party must also preserve the rights of the CITY.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request**. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the CITY shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access**. The CONSULTANT shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the CITY throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The CITY shall not be bound by any terms and conditions included in any CONSULTANT's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONSULTANT AND CITY RIGHTS AND OBLIGATIONS

A. The CITY has the right at any time to require the CONSULTANT to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the CITY to be hazardous or toxic to people, buildings, or surfaces. The CONSULTANT will utilize acceptable substitutes approved by the CITY as quickly as possible. In the event of such replacement, CONSULTANT shall (1) notify CITY of any resulting replacement, (2) introduce the individual serving as the replacement to CITY, and/or (3) provide CITY with a résumé and any other information regarding the individual that may be reasonably requested by CITY.
B. The CITY has the right to require the CONSULTANT to reassign or remove any employee from the premises temporarily or permanently when, in the CITY's sole opinion, the employee is not suitable. The CITY's decision shall be final, and CONSULTANT will remove the employees immediately and replace them with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the CITY's approval.
C. CONSULTANT agrees to obtain prior written approval from the CITY for the use of sub-CONSULTANT(s) to provide the Services described in Scope of Work prior to sub-CONSULTANT(s) performance of work. CONSULTANT agrees to supply the CITY with a copy of any contract it enters into with any sub-CONSULTANT. Such non-disclosure of sub-CONSULTANTs may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS (If required)

The CONSULTANT must procure and maintain insurance policies at the CONSULTANT's own expense and must furnish the CITY with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Augusta, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "Augusta, Georgia its Board of Commission, officers, employees, servants, and agents, located at 535 Telfair Street, Augusta, GA 30901". The policy must protect the CONSULTANT and the CITY (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The CONSULTANT must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss

and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the CONSULTANT pursuant to this Contract:

Workers' Compensation Insurance:

A. $1,000,000 Bodily Injury by Each Accident

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Augusta, Georgia Board of Commission, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Augusta, Georgia. This provision applies regardless of whether or not Augusta, Georgia has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

A. $1,000,000 Each Occurrence
B. $2,000,000 General Aggregate

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

$1,000,000 Combined Single Limit

Additional Provisions:

A. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
B. Coverage shall be included for any owned, leased, hired, or non-owned autos.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

A. $1,000,000 Each Claim/Wrongful Act
B. $2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

A. Authority to Enter into Contract. The CONSULTANT represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the CONSULTANT in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation**. The CONSULTANT warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified CITY Owned Equipment and Vehicles listed herein, CONSULTANT warrants that no CONSULTANT employees, sub-CONSULTANTs or others will not use CITY owned vehicles or equipment in the performance of this Contract without express written consent. CONSULTANT shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

The CONSULTANT agrees it will not use the name or any intellectual property, including but not limited to, CITY trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the CITY.

ARTICLE # 121 - COMPENSATION:

A. The CITY will pay the CONSULTANT for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the CONSULTANT after acceptance of the CONSULTANT's delivered Services by the CITY, and after receiving receipt of undisputed invoice to the CITY.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. CONSULTANT understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – CITY PAYMENT TO CONSULTANT

A. Upon Contract execution, the CITY will issue a Notice-to-Proceed ("NTP") and a Purchase Order ("PO") to the CONSULTANT. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The CITY will issue the NTP and PO(s) by electronic mail (e-mail) to the CONSULTANT's representative in ARTICLE #103 – NOTICES.

B. The CONSULTANT shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the CITY. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a Notice-to-Proceed (NTP) will not be

considered for payment. CONSULTANTs are not to begin work or ship any product on any verbal communication from the CITY. The CITY will not be liable for payment for any work or product with the issuance of a verbal communication.

C. The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the CITY will not pay or otherwise compensate the CONSULTANT for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or otherwise authorized by the CITY.

D. Invoice/Payment

1. CONSULTANT shall invoice the CITY via email each month sent solely to Accounts Payable at 535 Telfair Street, , Augusta, GA 30901 and only after the CITY inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the CONSULTANT's pricing set forth in Exhibit (X).
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO.

   Each invoice shall include the CONSULTANT's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.

3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The CITY does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.

4. The CONSULTANT shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

5. CONSULTANT must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.

6. If monthly progress payments are agreed upon, then CITY will make such payments upon inspection of services completed by the CITY's Project Manager. Additionally, the CITY may employ Engineers of Record.

7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.

8. Retainage payments shall be paid by CITY after final acceptance of work.

E. Unsatisfactory Performance/Delay of Payment

If the CITY determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the CITY's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice-to-Cure to CONSULTANT. CONSULTANT agrees that upon receipt of the written Notice-to- Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the CONSULTANT fails to timely correct the deficiency(ies), the CITY reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

F. Delay of Payment Due to CONSULTANT's Failure**.** If the CITY determines that the CONSULTANT has failed to perform or deliver any Services as required by the Contract, the CONSULTANT shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the CITY may withhold that portion of the CONSULTANT's compensation, which represents payment for Services that were not delivered. To the extent that the CONSULTANT's failure to perform or deliver in a timely manner causes the CITY to incur costs, the CITY may deduct the amount of such costs incurred as liquidated damages from any amount payable to CONSULTANT. The CITY's authority to deduct such incurred costs shall not in any way affect the CITY's authority to terminate the Contract.

G. Set-Off Against Sums Owed by the CONSULTANT**.** If the CONSULTANT owes the CITY any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the CITY may set off the sum owed by the CONSULTANT against any sum owed to the CONSULTANT, in the CITY's sole discretion.

H. Final Payment. CONSULTANT shall issue an invoice for final payment to the CITY no later than thirty (30) days following the expiration or termination date of the Contract.

I. The CONSULTANT shall not factor or assign payments to another entity or a financial institution. The CITY will only pay the Party with whom it is contracted. The CITY will not pay for a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS NOT REQUIRED FOR THIS POJECT.

A. The CONSULTANT must furnish the CITY with both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The CITY will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable.
B. The CONSULTANT is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.
C. The CONSULTANT must provide all required bonding instruments to the CITY prior to the commencement of any work. The CITY will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE – NOT REQUIRED FOR THIS POJECT.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Augusta, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

CONSULTANT hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the CITY of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

A. By signing this Contract, the CONSULTANT certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986.

B. CONSULTANT will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
C. CONSULTANT further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as Exhibit E – E-Verify Affidavit), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the CONSULTANT's response, the order of precedence shall be as follows:

A. Any amendments to the Contract, including all exhibits thereto.
B. The Contract itself, including all exhibits thereto.
C. Attachments appended to the Contract.
D. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below are made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The CITY is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the CITY for any sales and use tax as a separate line item. The CONSULTANT may request a copy of the CITY's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless CITY of Augusta Government, CITY Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense.

This includes attorney fees because of any liability imposed by law upon the CITY, except in cases of the CITY's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The CITY shall not be bound by any terms and conditions included in any CONSULTANT quote, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein. In all cases the CITY's Terms and Conditions shall govern and supersede any CONSULTANT's Terms and Conditions.

ARTICLE #133 – NON-DISCRIMINATION

During the performance of this Contract, the CONSULTANT agrees as follows:

1. **Equal Opportunity.** The CONSULTANT shall not discriminate against any employee, applicant for employment, SUB-CONSULTANT, vendor, or participant in the performance of this Contract on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by applicable federal, state, or local law.
2. **Employment Practices.** The CONSULTANT shall ensure that all employment practices, including recruitment, hiring, promotion, compensation, training, discipline, and termination, are conducted without unlawful discrimination.
3. **Access to Programs and Services.** In performing this Contract, the CONSULTANT shall provide services and benefits in a manner that does not unlawfully discriminate against any person and shall comply with all applicable provisions of:
   a. Title VI of the Civil Rights Act of 1964;
   b. Title VII of the Civil Rights Act of 1964;

c. The Americans with Disabilities Act of 1990 (ADA), as amended;
d. Section 504 of the Rehabilitation Act of 1973;
e. The Age Discrimination Act of 1975;
f. Any other applicable federal, state, and local nondiscrimination laws and regulations.

4. **SUB-CONSULTANTs.** The CONSULTANT shall include this non-discrimination provision in every subcontract and purchase order entered into under this Contract and shall require compliance by all SUB-CONSULTANTs and CONSULTANTs.

5. **Compliance and Remedies.** Failure to comply with this provision shall constitute a material breach of the Contract and may result in suspension, termination, withholding of payment, or such other remedies as may be authorized by law or by the terms of the Contract.

The CONSULTANT shall comply with all applicable civil rights requirements and shall not retaliate against any individual for exercising rights protected under federal, state, or local anti-discrimination laws or for participating in any investigation or proceeding concerning alleged discrimination.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Augusta-Richmond CITY, GA Official Code of Ordinances, Guidelines & Procedures, Chapter 10 (as amended).
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Augusta, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern all CONSULTANT's terms and conditions or service level agreements.
4. The CITY retains the right to "red line" sections of the CONSULTANT's terms and conditions if such are in conflict with the best interest of the CITY.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the CONSULTANT's full and complete acceptance of the CITY's terms and conditions.
6. The terms "CONSULTANT", "CONSULTANT", "bidder", "offeror", "CONSULTANT", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "CONSULTANT" for goods and "CONSULTANT" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The CONSULTANT shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The CONSULTANT shall only deliver goods and services as described on the respective

PO and within the Scope of Work and the CONSULTANT's bid response.

11. The CITY holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The CONSULTANT shall not construe any verbal consent to purchase goods or services as valid.
13. The CITY does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The CITY does not accept automatic contract renewals except for monthly subscription services.
15. The CITY does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the CITY.
16. The CITY will accept orders only if goods are out of stock and with prior written notice. CONSULTANTs shall ship all quantities that they have in stock and hold orders for back orders to ship at a later date.
17. The CITY participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, Memoranda of Understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, Augusta, GA, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the specified time. The CONSULTANT must follow instructions if multiple ship-to addresses exist on the PO.
20. The CITY shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass on to the CITY upon completion and final acceptance of the delivery project.
21. Title to the goods shall remain with the CONSULTANT until acceptance by the CITY. Receipt of goods or services does not constitute acceptance.
22. The CONSULTANT warrants that goods are merchantable, and the CONSULTANT has a legal right to deliver the goods and services as described herein.
23. CONSULTANT agrees not to assign, in full or in part, this Contract to another party without the CITY's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The CITY is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Augusta governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, embroidery tape, silk screen, engravings, and other printed or digital media materials paid for in full by the CITY are considered CITY property and shall be delivered to the CITY upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter

shall govern in the event of any conflict with these terms and conditions.

29. The CONSULTANT may be suspended, terminated, or debarred if it is determined that the CONSULTANT has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the CONSULTANT certifies that it and its sub-CONSULTANTs have not been debarred, suspended, or declared ineligible by any agency of the CITY, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.

30. The CONSULTANT certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the CITY.
31. Unless delivery, shipping, freight, are specified as "included" in the cost, then Goods are Free-On-Board (F.O.B.) destination and freight, Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The CONSULTANT shall charge the CITY the exact amount of freight, delivery, handling, and insurance charges the CONSULTANT incurs.
32. The CITY does not pay late fees nor interest charges.
33. The CITY is not bound to any minimum or maximum quantity or dollar amount set by the CONSULTANT, unless otherwise arranged.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. CONSULTANTs must print their company's full legal company name below as it appears on their W-9 form.

CONSULTANT's Full Legal Name:

_____

By: _____

Print Name: _____

Title: _____

Date: _____

Sworn to and subscribed before me this

_____ Day of _____, 2026.

Notary Public: _____

Notary commission expires: _____

[Affix Locus Sigilli – Seal or Stamp]

Owner:

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson
Mayor, Augusta, Georgia

Date: _____

Attestation: _____

Clerk of Commission

Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver

The Minority and Woman Owned Business Enterprise Program (M/WBE) provides for goals to be set for Minorities and Women on all applicable Augusta, Georgia procurements over $300,000 in value.

After careful review of the specific work categories available on this procurement and a review of the MBE and WBE firms available to perform a CUF on this procurement, the Goal Setting Committee has determined that neither a MBE nor WBE goal could be placed on this procurement. **As such, the M/WBE Waiver applies** and therefore, the M/WBE goal for this procurement is:

0 %

As a result of the M/WBE Goal on this procurement being ZERO, no M/WBE goal documents are required as a part of the procurement process. However, even when a solicitation does not contain a M/WBE goal (or the goal is set at zero), each Bidder must negotiate in good faith with each minority and woman owned business that responds to the Bidder's solicitation and each minority and woman owned business that contacts the Bidder on its own accord. All successful bidders are required to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its M/WBE Program.

NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP #Item #26-185	Fuel Card Services	Due: Thursday, November 12, 2026 @ 11:00 a.m.

To: **Augusta, Georgia - Procurement Department**

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

___ Unavailability of required resources

___ Prior commitments

___ Inadequate anticipated funding Level

___ Project Duration

___ Potential conflict of interest

___ Duplication of ongoing effort

___ Other (please explain)

_____

_____

Authorized Representative:

Name:

_____

Title:

_____

Signature:

_____

Date: _____/ _____/ 20____