

EMERGENCY FUEL SCOPE OF SERVICES

I. General

This statement of work describes and defines the equipment and services required to provide fuel in support of emergency response and recovery related activities for the Participating Member(s), as applicable. Contractor shall provide all services described herein and any other services that are required to complete the project. Activities consist of providing logistics support that entails on site self sustained mobile fueling stations (known hereafter as mobile fueling stations) including fuel (gasoline and diesel) and emergency spot fueling.

All services performed under this contract shall be conducted in accordance with all applicable Federal and State laws, and environmental regulations. The services will begin upon issuance of a Task Release by a contracting Member or a preliminary written notification of need, as described below. No guarantee of minimum or maximum quantities is made by the Participating Members under terms of this Contract. It is anticipated that Participating Member(s) may request services 36 hours in advance of an impending disaster or in the immediate aftermath of a disaster, and may extend services up to four weeks into the Participating Member's(s') recovery.

Proper documentation, as required by the Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all operations conducted under the terms of this contract to support reimbursement to the Participating Member(s) from the appropriate federal agency.

Participating Members, at their sole discretion, may award more than one contract based on the proposals received and the anticipated number of fuel resources needed. Participating Members may award the contract other than the lowest offeror, in accordance with the evaluation criteria outlined in the RFP. Participating Members, at their sole discretion, may elect to perform work with additional contract forces at any time throughout the emergency operations.

II. Services Provided by the Contractor

The following services shall be performed by the Contractor upon issuance of a task release (or written notification thereof, as applicable) by a contracting Participating Member (thereafter, the "Issuing Member"). All work performed will be at the direction and control of the Issuing Member.

A. *Notification and Logistics Management.*

1. Prior to issuance of a task release, a Participating Member may provide written notification to the Contractor that services are required and that a task release will be issued. The term "notification" as used below refers to either the preliminary written notification of need or, if none, the task release.
2. The Contractor shall, within two (2) hours of notification, provide/confirm 24-hour contact information for the Contractor's Logistics Support Manager (LSM) and alternate manager for coordination of emergency fuel operations. These individuals shall be available to take direction from the Issuing Member.

3. The Contractor's Logistics Support Manager (LSM) shall, within twelve (12) hours of notification, arrive on site at the location designated by the Issuing Member to coordinate emergency fuel operations. The Issuing Member may allow the LSM to work remotely to coordinate fueling activity.

B. Mobile Fueling Stations.

1. The Contractor shall, within twenty-four (24) hours of notification, provide a minimum of one (1) mobile fueling stations capable of dispensing fuel directly into vehicles, on site at locations designated by the Issuing Member.
2. Stations are to be fully operated by the Contractor.
3. Stations are to provide a minimum of approximately 1,000 gallons of fuel. Up to two (2) tanks can be used to meet this requirement if necessary.
4. The Issuing Member will require both gasoline and diesel, at roughly a 60% gasoline 40% diesel split. The Issuing Member will determine the fuel mix and quantities and indicate its requirements in the task release.
5. The vendor shall ensure the fueling stations remain supplied and fully operational throughout the activation (24 hours per-day/7 days a week, unless changed by the Issuing Member).
6. The Issuing Member will designate the location for each station. In the event that these locations are outside of the Issuing Member's service territory, they will continue to be coordinated through the Issuing Member.
7. The Contractor shall, within seventy-two (72) hours of notification, also provide a minimum of two (2) additional mobile fueling stations capable of dispensing fuel directly into vehicles on site at locations designated by the Issuing Member. The Issuing Member will determine the fuel mix and quantities. The same parameters identified above in this Section B also apply.
8. All time requirements in Sections II.A and II.B apply unless otherwise instructed by the Issuing Member in the notification.

C. Exclusive Use. The Contractor shall provide the number and type of fuel resources agreed upon by the Issuing Member and the Contractor for exclusive use by the Issuing Member and others at the Issuing Member's discretion.

D. Spot Fueling. The Contractor shall provide spot fueling capabilities to fuel and refuel stationary and portable generators; refuel mobile fueling stations; and refuel Issuing Member-*owned* fuel tanks as required throughout the emergency event. Fuel quantity can range from 500 to 10,000 gallons depending on the need and the impact of the event. The Issuing Member will determine the fuel mix and quantities.

E. Labor and Equipment.

1. Provide self-sustaining bobtails and tankers or alternative vehicle previously approved by the Issuing Member, to dispense fuel directly to vehicles designated by the Issuing Member, as required.
2. The Contractor shall only dispense fuel to those vehicles authorized by the Issuing Member.
3. Provide sufficiently qualified and properly certified personnel to continuously conduct these operations as directed by the Issuing Member.
4. If requested by the Issuing Member, provide copies of the driver's licenses of all operators providing services under this Contract.
5. Ensure that all Contractor personnel have and utilize personal protective safety gear in accordance with FDOT and/or ALDOT requirements and company safety policies. This includes ensuring that all fuel handling and refueling safety requirements are followed and adherence to all Federal, State, and local laws regarding fuel transportation and handling activities.

F. Documentation and Reporting.

1. After termination of the operations and on request of the Issuing Member, the Contractor shall participate in an After-Action Review of the operations, in order to identify issues/concerns and corrective actions required ensuring efficient operations in future endeavors.
2. The Contractor shall track all fuel quantities dispensed and provide a daily report in a format approved by the Issuing Member (electronic is preferred). The report will include vehicle tag number, vehicle driver, owner of vehicle receiving fuel if other than the Issuing Member, and the time, date, quantity and type of fuel dispensed. This information shall be included with all Contractor invoices.
3. Fuel receipts will be provided to the driver of the vehicle being fueled. Copies of all receipts will be maintained by the Contractor and provided to the Issuing Member to properly document the contract work in accordance with FHWA and FEMA requirements.
4. The Vendor shall provide instantaneous and reliable communication (via cell phones or radios) between each vehicle and/or station and the Issuing Member's designated representative. In addition, the Contractor should identify if they have the capability of providing the Issuing Member with "dashboard" visibility of their vehicles (such as through GPS tracking of vehicles with real-time reports provided to the Issuing Member).

III. *Activities to Be Performed by Issuing Member*

- A. Provide oversight for the Contractor's operations.
- B. Provide the Contractor with the quantity of mobile fueling stations required including, but not limited to locations, fuel type, and volumes.

- C. Provide the Contractor with the locations, fuel mix, and volumes required for spot fueling and bulk fuel.
- D. Provide security when necessary for each mobile fueling location.
- E. Provide lighting at the mobile fueling location when necessary.
- F. Designate who may receive fuel at the refueling locations and the appropriate identification required for eligible users.
- G. The Issuing Member shall be responsible for obtaining all necessary documentation from the contractor and subsequently submitting to FHWA and/or FEMA when requesting reimbursements.

IV. *Assignment of Work and Method of Compensation for Emergency Fuel Services*

A. *Compensation*

This is a Term Contract for an indefinite quantity whereby the Contractor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. A contracting Member will authorize services based on need and budget availability. Execution of this Agreement does not guarantee that the work will be authorized.

The Contractor shall submit monthly invoices in a format acceptable to the Issuing Member. The Contractor shall be paid for the satisfactory performance of the services detailed in Exhibit "A", according to the Fuel Price Index plus the fuel markup fixed rate submitted in Exhibit "G" for fuel dispensed at the fueling sites. The Federal Government's Official U.S. Energy Information Administration website (www.eia.gov/petroleum/gasdiesel/) will be used for this agreement, and will be the Index used for all fuel grades delivered to the refueling locations. For gasoline, use "Regular – Conventional Areas, Lower Atlantic." For diesel, use "Diesel – All Types, Lower Atlantic."

Payments will be made upon the completion of all work performed as required in Exhibit A for the invoice period. Proposed prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, all overhead, operating margin, required food and lodging, and other expenses.

B. *Establishment of Letter of Authorization Amount*

For each Task Release, the Contractor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "G". After an acceptable Not-to-Exceed Amount has been agreed on by the Contractor and the Issuing Member's designated representative, the Task Release shall be issued and executed by the parties. All Task Releases shall be completed within the terms of this Agreement.