



# AGENDA ITEM REQUEST FORM

## MUNICIPAL SERVICES

Department Submitting Request

## DON PRINCE

Dept Head's Signature

### REGULAR COMMISSION MTG Meeting Dates - 7:00 PM

### DEADLINE TO Town Clerk

### ROUNDTABLE MEETING Meeting Dates - 7:00 PM

### DEADLINE TO Town Clerk

- Nov 9, 2010
- Dec 7, 2010
- Jan 25, 2011
- Feb 22, 2011
- Mar 22, 2011

- Oct 29 (5:00 pm)
- Nov 30 (5:00 pm)
- Jan 14 (5:00 pm)
- Feb 11 (5:00 pm)
- Mar 11 (5:00 pm)

- Nov 22, 2010
- Dec 14, 2010
- Jan 11, 2011
- Feb 8, 2011
- Mar 8, 2011

- Nov 12 (5:00 pm)
- Dec 3 (5:00 pm)
- Dec 30 (5:00 pm)
- Jan 28 (5:00 pm)
- Feb 25 (5:00 pm)

**\*Subject to Change**

- |                                       |   |   |                                       |
|---------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports        | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance    |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Quasi Judicial | <input type="checkbox"/> Old Business       | <input type="checkbox"/> New Business |

**SUBJECT TITLE: Government Fleet Fuel Card Program**

**EXPLANATION:** As of March 16, 2011, our current fleet card contract with TransMontaigne will expire. Our current fleet fuel card is no longer being provided by the company selected as the vendor under the State of Florida fleet fuel card contract. The State of Florida Division of Purchasing announced Wright Express Financial Services Corporation has been selected as the vendor for fleet cards under a new five year State contract. We are eligible to participate under this agreement.

The Wright Express fleet card that the State of Florida will use is accepted at more than 8,500 gas stations in Florida. The additional specialized services and benefits are 1.45% off on all monthly retail transactions. There are no set up or card fees. Wright's online management system will significantly improve our Administrative controls.

Section IV. G, Cooperative Purchasing, of the Town's Purchasing Manual provides for the use of a Local, State or Federal Contract when in the best interest of the Town.

**RECOMMENDATION:** We recommend that the Town Commission authorize the use of the State contract for fleet fuel services with Wright Express. The transition would begin immediately following Commission approval.

**EXHIBITS:** State Contract number 15-973-163-X-Fuel Card Services effective date 8/6/10

**FISCAL IMPACT AND APPROPRIATION OF FUNDS:** Funds are appropriated in department's budget. We spent about \$21,000 in fuel last fiscal year.

- |   |  |
|---|--|
| <input type="checkbox"/> Amount \$ _____            | <input type="checkbox"/> Acct # _____      |
| <input type="checkbox"/> Transfer of funds required | <input type="checkbox"/> From Acct # _____ |

Reviewed by Town Attorney  
 Yes  No

Town Manager Initials DP

10/26/2010

**CONTRACT BETWEEN**  
**FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**Wright Express Financial Services Corporation**

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Wright Express Financial Services Corporation (Contractor or Wright Express).

Whereas, the Contractor replied to the Division's Invitation to Negotiate (ITN), No.: 15-973-163-X – Fuel Card Services;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract.

**1.0 SUMMARY OF THE CONTRACTUAL SERVICES / SCOPE OF WORK**

This Contract is to provide a Fleet Fuel Card Program for Vehicle Fleets owned by state agencies and Eligible Users in the State of Florida. The Fleet Fuel Card will be built on a Universal Platform. The Fleet Fuel Card Program will include the purchase of Fuel and any commodity and/or service for immediate use by the Eligible User to maintain daily operation of their vehicle fleet. Also, the Fuel Card may be used at Marinas and/or Airports as allowed for Marine Fleets and/or Aircraft Fleets. The Department seeks to improve quality and efficiency of services delivered, improve Eligible User services and reduce cost.

**2.0 DELIVERABLES**

**Florida Department of Transportation (FDOT) Bulk Fueling Sites**

Within 45 days of contract execution, FDOT and Wright Express will develop policies and procedures for transactions occurring at FDOT owned bulk fueling sites.

**Fuel Price Mapping**

WEXOnline contains a real-time fuel price mapping feature that allows fleets to see fuel price information based on recent Wright Express cardholder transactions at accepting merchant locations. This pricing information is fed into maps which include both satellite and standard map views. Results are updated with the most recent Wright Express transactions, showing you which stations have had the lowest prices in the area of your search. No prices older than seven days are presented. Search criteria include address, city, state, zip code, brand and PPG.

**Fuel Site Mapping Mobile Application**

The Fuel Site Mapping Mobile tool is a mobile application that allows users to enter into a web enabled mobile device (i.e. Blackberry, iPhone) their current location via GPS, zip code or address, as well as desired fuel type and search radius. The application returns a list of accepting merchants with address, distance from current location, and date and time of the last price per gallon for that site. This application obtains results from the

most recent Wright Express authorization data from accepting merchants. No prices older than seven days are presented.

### **Reporting Dashboards**

Wright Express will provide the Department a reporting dashboard that will show key indicators of the program's performance. It is expected that this could include approximately 8-10 canned reports, with the ability to conduct ad hoc reporting as needed. Wright Express will work with the Department within the first 60 days after contract execution to gather requirements for these reports, and provide a date for first delivery of these reports based on development needs and complexity.

### **Discount**

Wright Express will provide a discount of 145 basis points (1.45%) off all Monthly Retail Transactions charged to a contract user's account prior to submitting the monthly invoice.

### *International Transactions*

Discounts for international transactions shall be paid at a rate of 50% of the applicable Discount Percentage.

### *Definitions*

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Universal Cards at retail (not bulk or private site) locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), or (ii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

The service deliverables above are included in the contract at no additional charge. See **Section 4.04 for additional contract deliverables.**

## **OPTIONAL CONTRACT PRODUCTS**

The following products may be utilized as part of this contract based on the needs identified by individual Eligible Users. Additional fees, terms and conditions may apply:

### **National Roadside Assistance**

The Wright Express card offers national roadside assistance designed to decrease downtime, organize and improve the administration of road services, and reduce costs. Access to roadside assistance is free of charge (no membership required), but there is a cost for each incident based on the services utilized.

Our program provides your drivers with a reliable, toll-free, 24-hour, 365 day a year provider of high-quality roadside assistance program.

Services Include:

- Towing
- Mechanical first aid
- Jump start
- Tire change
- Lockout assistance
- Fuel and water delivery

Roadside Assistance transactions will be reported by vehicle. Through your reporting, you will be able to track your service expenses and maintain control over fleet costs. By using Wright Express, you'll get the benefit of pre-negotiated services rates with contracted garages therefore eliminating the need to search for reputable providers or send out multiple payments at the end of the month.

### WEXSmart™

WEXSMART™ is a GPS wireless vehicle management system that helps customers control fuel and maintenance costs, track driver behavior, increase productivity, and manage risk. Utilizing GPS and wireless communications technology, Wright Express' WEXSMART™ gives managers real-time access to vehicle position, speed, and engine-operating conditions, through any internet connection. Managers can configure alerts and schedule reports that ensure drivers are where they should be, operating safely, and vehicles are in top operating condition, using fuel efficiently.

### Price Risk Management

With Pricelock's Universal Retail Price Protection program, you can be on your way to guaranteed budget predictability and control in three simple steps:

- 1. Lock in protection** by estimating the number of gallons of fuel at a daily price for your area. Buy the option to purchase a specified number of gallons (minimum 42,000 per month) at a locked-in price for a specified term.
- 2. Swipe and pump with peace of mind.** Fuel your vehicles at more than 135,000 stations nationwide for the specified period of purchase. You are protected if prices go up beyond your option price. Enjoy the benefit of lower prices if fuel drops below the locked option price.
- 3. Manage your fuel** either by reviewing customized monthly statements provided by Pricelock or by visiting Pricelock.com to manage your committed gallons, review historical and current market trends and gain insight into factors that may influence fuel costs thus affecting your future purchasing decisions.

**3.0 SUMMARY OF PEANALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERALBES**

See PUR 1000 Section 23 (Termination for Cause) for details.

**4.0 EFFECTIVE DATE**

This Contract shall begin on the last date in which it is signed by all parties, whichever is later.

**5.0 EXPIRATION DATE**

This Contract shall expire 5 years from the effective date of the Contract, unless cancelled earlier in accordance with its terms.

**6.0 RENEWAL**

Upon mutual written agreement, the Department and the Contractor may renew the Contract for 5 additional years pursuant to the provision of PUR 1000 Section 26.

**7.0 INTELLECTUAL PROPERTY**

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, shall remain the property of the Contractor.

**8.0 PREFERRED PRICE**

The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

**9.0 TRANSITION**

If, at any time, this Contract is canceled, terminated or otherwise expires, and a Contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor, including providing documents and information not otherwise protected from disclosure by law and other reasonable requests made by the Contract Administrator.

**10.0 CONTRACT DOCUMENTS**

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the documents, the documents shall have priority after the contract document in the order listed:

- A. **ITN No.: 15-973-163-X (the solicitation document – amendments thereto take precedence).**
- B. **Contractor’s Response to the ITN.**

**11.0 CONTRACT MANAGEMENT**

**A. Contract Administrator**

The Department employee who is primarily responsible for maintaining the Contract administration file shall be as follows:

David A. Bennett  
Division of State Purchasing  
Department of Management Services

4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Telephone: (850) 921-4072  
Fax: (850) 414-6122  
E-mail: David.Bennett@dms.myflorida.com

The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

**B. Contractor's Representative**

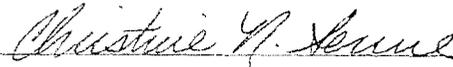
Sharon Linnane, Government Account Manager Wright Express Corporation  
97 Darling Avenue South Portland, Maine 04106  
Telephone: (941)761-0000  
Fax: (207) 523-6377  
E-mail: [sharon\\_linnane@wrightexpress.com](mailto:sharon_linnane@wrightexpress.com)

With a copy to:  
General Counsel  
Wright Express Corporation  
97 Darling Avenue  
South Portland, Maine 04106  
Telephone: (207) 523-7366  
Fax: (207)523-6377

**State of Florida**  
Department of Management Services

**Approved as to form and legality**  
by the Department General Counsel's Office

  
By: Linda H. South

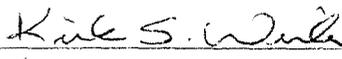


8/6/10  
Date

August 3, 2010  
Date

**Wright Express Financial Services**  
Corporation

APPROVED AS  
TO FORM

  
Signature



**Kirk S. Weiler, President and CEO**  
Print Name

8/5/10  
Date