

**RETAIL FUEL CARD AND RELATED SERVICES CONTRACT
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT
BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.**

Contract No. 050720-CCG-FC

This agreement ("Contract") is entered into by the State Council on Competitive Government (CCG), by and for the Texas Building and Procurement Commission ("TBPC"), and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractors"), located at 5301 Maryland Way, Brentwood, TN 37027 and 1670 Broadway, Suite 3100, Denver, CO 80202.

I. Recitals

Whereas, on July 20, 2005, CCG issued a Request for Proposals from qualified, independent firms to provide retail fuel cards and related services ("Services") to Participating State Agencies ("PSAs") and on August 12, 2005 issued its official response to questions (collectively "RFP"); and

Whereas, TBPC Office of Vehicle Fleet Management (OVFM) will serve as the Contract Administrator under this Contract on behalf of the State of Texas; and

Whereas, the Contractor submitted a proposal dated August 24, 2005, in response to CCG's RFP ("Proposal"); and

Whereas, the Contractor was selected to perform retail fuel card and related services.

The parties hereby agree as follows:

II. Authority

This Contract is entered into pursuant to Gov't Code, chapter 2162.

III. Services, Standards of Performance and Contract Administration

The Contractor shall provide Services and deliverables described in and in the manner required by all of the following documents to PSAs on an as needed basis:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer

All of the above are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract. In addition, Contractor's initial task under this contract is the development of a mutually agreeable detailed work plan to be incorporated into this Contract as an exhibit, which work plan shall constitute an additional Standard of Performance.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer
7. Exhibit F: The Work Plan

The Contractor shall provide all of the above services as well as reasonably related services in accordance with all applicable professional standards of a Contractor providing Services. The Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide Services to the PSAs in the manner required by this Contract.

The Contract Administrator will serve as the point of contact between the agency and the Contractor. TBPC's Contract Administrator shall review the Contractor's technical work, deliverables, payment requests, schedules, financial budget administration and similar matters. The Contract Administrator does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

IV. Personnel

The Contractor shall assign only qualified personnel to this Contract. As of the date of CCG's execution of this Contract, the Contract Administrator has authorized the key personnel listed in Exhibit D of this Contract to provide services under this Contract. The Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. The Contractor shall provide to CCG and OVFM prior written notice of any proposed change in key personnel involved in providing services under this Contract.

V. Payments

Prior to authorizing payment to the Contractor, the Contract Administrator shall evaluate the Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to each PSA for Services performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon each participating state agency's receipt of funds appropriated by the Texas Legislature.

VI. Term and Termination

This Contract shall become effective on the date signed by the Chair of the CCG, who shall sign after the Contractor signs, and shall terminate upon August 31, 2009, unless otherwise sooner terminated as provided in this Contract. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. The CCG shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional one (1) year periods, one (1) year at a time. In addition, the CCG may, in its sole discretion, terminate this Contract upon thirty (30) calendar day's written notice to the Contractor. Such notice may be provided by facsimile or certified mail, return receipt requested and is effective upon the Contractor's receipt.

VII. Confidentiality and Open Records

Notwithstanding any provisions of this Contract to the contrary, the Contractor understands that CCG will comply with the Texas Public Information Act, Gov't Code, chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. CCG agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this contract. The Contractor will cooperate

with CCG in the production of documents responsive to the request. The Contractor may request that CCG seek an opinion from the Attorney General of the State of Texas. However, CCG will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify CCG's General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting the disparity study. This Contract and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Contract may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

VIII. Insurance and Other Security

The Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide CCG with current evidence of insurance or other proof acceptable to CCG of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, including professional liability, personal injury and advertising injury with the following limits: \$1,000,000 minimum each occurrence; \$2,000,000 per general aggregate.

The Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. The Contractor also represents and warrants that it will provide the State of Texas with at least 30 days written notification prior to cancellation of any of these insurance policies. The Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide CCG with evidence of coverage upon request. Contractor acknowledges and agrees that the State of Texas shall be able to collect under these insurance policies any amounts from applicable claims due to the State of Texas pursuant to this Agreement.

IX. INDEMNIFICATION

CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OFFICER, AGENT, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, AS LIMITED BY THE PARAGRAPHS BELOW.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY AND PROTECT CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM THE CONSEQUENCES OF CCG OR ITS OFFICERS', AGENTS', REPRESENTATIVES' OR EMPLOYEES' OWN NEGLIGENCE, PROVIDED, HOWEVER THAT SUCH INDEMNITY SHALL BE LIMITED BY BOTH OF THE FOLLOWING:

(1) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CONTRIBUTED TO BY THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES; HOWEVER, IN THE EVENT OF SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES, THE CONTRACTOR SHALL NOT INDEMNIFY ANY SUCH INDEMNITEES IN THE PROPORTION (BASED ON THE PERCENTAGE OF NEGLIGENCE) THAT SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE CAUSED ANY

SUCH CLAIMS; AND

(2) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL NOT APPLY WHEN THE NEGLIGENCE OR OTHER LIABILITY OF THE CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES IS THE SOLE CAUSE OF SUCH CLAIMS.

X. Dispute Resolution

The dispute resolution process provided for in Gov't Code Chapter 2260 shall be used by CCG and the contractor to resolve any dispute arising under the Contract.

XI. Representations, Warranties, and General Provisions

11.1. Family Code

Under Section 231.006 of the Texas Family Code (relating to child support), the Contractor represents and warrants that the Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

11.2. Eligibility

Under Gov't Code § 2155.004 (relating to certain taxes), the Contractor represents and warrants that the Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. The Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas.

11.3. Liability for Taxes

The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of the Contractor or its employees. CCG shall not be liable for any taxes resulting from this Contract.

11.4. HUBs

The Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, chapter 2261.

11.5. Amendments

Except as provided in Section 11.12 of this Contract, this Contract may be amended only upon written agreement between CCG and the Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

11.6. Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

11.7. Strict Compliance

Time is of the essence in the performance of this Contract. The Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

11.8. Assignments

Without the prior written consent of CCG, the Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

11.9. Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at CCG's request, the Contractor shall deliver to CCG all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. The Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the CCG.

11.10. Federal, State, and Local Requirements

The Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. The Contractor shall comply with all federal and State tax laws and withholding requirements. CCG and the Comptroller shall not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. The Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

11.11. Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

11.12. Applicable Law and Conforming Amendments

The Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. CCG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for CCG's or the Contractor's compliance with all applicable State and federal laws, and regulations.

11.13. No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to CCG. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. CCG does not waive any privileges, rights, defenses, or immunities available to CCG by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

11.14. No Liability Upon Termination

If this Contract is terminated for any reason, CCG and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor is entitled to the remedies provided in Gov't Code, chapter 2260.

11.15. Independent Contractor

The Contractor shall serve as an independent Contractor in providing services under this Contract. The Contractor's employees are not and shall not be construed as employees of the State of Texas.

11.16. Limitation on Authority; No Other Obligations

The Contractor shall have no authority to act for or on behalf of CCG or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or CCG.

11.17. Patent, Trademark, Copyright and Other Infringement Claims

The Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or the Contractor's use of or acquisition of any services or other items provided to the State of Texas by the Contractor or otherwise to which the State of Texas has access as a result of the Contractor's performance under this Contract, provided that the State shall notify the Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If the Contractor is notified of any claim subject to this section, the Contractor shall notify CCG of such claim within five (5) working days of such notice. No settlement of any such claim shall be made by the Contractor without CCG's prior written approval. The Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. The Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. The Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

11.18. Supporting Documents, Retention; Right to Audit; Independent Audits

The Contractor shall maintain and retain supporting fiscal and any other documents adequate to ensure any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the "Work" as defined in paragraph 11.30 of this Contract. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by CCG and any authorized agency of the State of Texas, including review by the State Auditor under Gov't Code chapter 321. The Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the CCG and the State of Texas to immediately assess appropriate damages for such failure. The Comptroller may require, at the Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm

of the Contractor's books and records or the State's property. The acceptance of funds by the Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

11.19. Deceptive Trade Practices ; Unfair Business Practices

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

11.20. Equal Opportunity

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

11.21. Antitrust

The Contractor represents and warrants that neither the Contractor nor any firm, corporation, partnership, or institution represented by the Contractor, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, chapter 15, or the federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

11.22. No Conflicts

The Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that the Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

11.23. Financial Interests; Gifts

The Contractor represents and warrants that neither the Contractor nor any person or entity that will participate financially in this Contract has received compensation from CCG or any agency of the State of Texas for participation in preparation of specifications for this Contract. The Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

11.24. Buy Texas, Product Preference

The Contractor represents and warrants that it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time. Contractor

represents and warrants that it will give preference to products from workshops, organizations, or corporations whose primary purpose is training and employing individuals having mental retardation or physical disabilities if these products meet State's specifications regarding quantity, quality, delivery and life cycle costs.

11.25. Felony Criminal Convictions

The Contractor represents and warrants that the Contractor has not and the Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised CCG as to the facts and circumstances surrounding the conviction.

11.26. Notices

Any written notices required under this Contract will be by either hand delivery to the Contractor's office address specified on Page 1 of this Contract or to CCG, 1711 San Jacinto Blvd., Austin, TX 78711 or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

11.27. False Statements; Breach of Representations

By signature to this Contract, the Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If the Contractor signed its proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that the Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, the Contractor shall be in default under this Contract and CCG may terminate or void this Contract for cause and pursue other remedies available to CCG under this Contract and applicable law.

11.28. Force Majeure

Except as otherwise provided, neither the Contractor nor CCG nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by *force majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. *Force majeure* is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such *force majeure* or otherwise waive this right as a defense.

11.29. Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity who has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

11.30. Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation,

methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of CCG. All right, title and interest in and to said property shall vest in CCG upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in CCG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to CCG. CCG shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give CCG and/or the State of Texas, as well as any person designated by CCG and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

11.31. Default

If the Contractor is found to be in default under any provision of this Contract, CCG may cancel the Contract without notice and either re-solicit or reward the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to CCG including but not limited to procurement costs, and any consequential damages to the State of Texas or CCG resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

XII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XIII. Merger

This Contract contains the entire agreement between the Contractor and CCG and supersedes any prior understandings or oral or written agreements between CCG and the Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by CCG and the Contractor.

State Council on Competitive Government

Comdata Corporation

By: Executed 2/26/2006

By: Executed 2/26/2006

Wayne Roberts, Chair Designee

Randy Morgan, Senior Vice President & General Manager

Office of the Governor

Business Services Division

Date: _____

Date: _____

Approved as to Form:

TransMontaigne Product Services, Inc.

Executed 2/26/2006

By: Executed 2/26/2006

Ingrid K. Hansen, General Counsel, TBPC

Rick Eaton, Executive Vice President

Date: _____

Date: _____

EXHIBIT A OF CONTRACT NO. 050720-CCG-FC

Statement of Work

TEXAS STATEMENT OF WORK

Pursuant to Section B.2 of RFP 050720-CCG-FC, Comdata/TransMontaigne will provide retail fuel cards and related services to public service agencies (PSAs), higher education units, and political subdivisions of the State of Texas. Services include, but are not limited to, issuance of the Comdata MasterCard for the purchase of tax-exempt fuel and related automotive goods and services, purchasing controls, exception monitoring, reporting options, federal fuel tax net-out or rebate, fuel discounts and any other requirement as stated in the aforementioned RFP and the Comdata/TransMontaigne response.

As stated in Section B.4 of the response, the Comdata MasterCard is accepted at any fuel and related automotive goods and services merchant that accepts MasterCard. The card is widely accepted in Texas, in all 50 states and in Mexico and Canada, at any fuel related automotive goods and services merchant that accepts MasterCard.

Texas PSAs will have the option of ordering cards that may be issued to specific vehicles or drivers, or to a combination of both vehicles and drivers, at the discretion of the agency. PSAs will be able to select from a variety of purchasing limits and controls that may be applied at card level, account level or at the department level. For initial card distribution, a PSA will provide the required embossing, controls, limits and hierarchy information to Comdata. Initial card issuance will take approximately 5 days from receipt of order. Cards ordered after initial distribution will be issued on the second day via FedEx.

To provide for control and security, Texas PSAs may select PIN numbers, of varying length from one- to six-digits, that will be assigned to drivers or groups of drivers, as indicated. Comdata will provide for immediate PIN number issuance, via Customer Service or Comdata's online account management product. Texas agencies will have access to iconnectdata.com for account maintenance and to retrieve reports. The agencies may also call customer service 24/7, 365 days a year.

For contract implementation, as noted in the response to Section B.8.1, Comdata will assign a project manager that will be involved on a daily basis from contract execution through the first billing of the State account, inclusively. Comdata will assign a Customer Relationship Representative to the State of Texas PSAs so that all accounts may contact one individual for all related issues. Comdata will conduct an Account Review quarterly with the State to review potential areas of savings to the State and to express any concerns. Subject to Texas Government Code §2162.102 (d), which allows local government entities to voluntarily participate in Council contracts, Comdata will assign a National Account Manager to market to political subdivisions and downstream local governments and municipalities that qualify to for this contract, on agreement with the State.

Fuel transactions for the State of Texas PSAs will be invoiced based on the closing OPIS net average price plus an adder, as indicated in Appendix J of the response. Transactions occurring on Saturday and Sunday will be based on closing Monday OPIS net average price plus the corresponding adder. The PSAs will receive a 2.5 cent per gallon discount/rebate at approximately 3,000 retail locations, as noted in Appendix J and Exhibit E, and a 2 cent per gallon discount at the truck stop locations also indicated in Appendix J and Exhibit E.

Pursuant to Item 2 of the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005, an incentive rebate of 100 basis points shall apply to all fuel and related automotive goods and services purchases on the Comdata MasterCard.

The State is entitled to a MasterCard signing bonus, as specified in Exhibit E. The State will also receive an implementation cost sharing stipend of \$2.50 per card for cards that have transaction activity within the timeframe specified in Appendix J of the response.

TransMontaigne will invoice each State of Texas PSA account on a monthly basis, and PSAs shall remit payment to TransMontaigne. There are no costs or fees to the State of Texas for the Comdata/TMG program, other than the adders stated in the response and included with the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**EXHIBIT B OF CONTRACT NO. 050720-CCG-FC
Final Timeline and Deliverables**

*Final transition plan to be delivered upon execution of the contract.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**EXHIBIT C OF CONTRACT NO. 050720-CCG-FC
RFP**

The attached true and correct copy of CCG's Request for Proposal is incorporated into Contract No. 050720-CCG-FC.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**EXHIBIT D OF CONTRACT NO. 050720-CCG-FC
AUTHORIZED KEY PERSONNEL**

This Exhibit D is incorporated into this Contract.

Authorized Key Personnel:

Name	Role	Phone	Email
Brian Truman	Director of Government Accounts	(801) 951-7044	btruman@comdata.com
Rebecca Appleton	Implementation Director	(615)-370-7606	rappleton@comdata.com
Kevin Hill	Implementation Project Manager	(615) 370-7487	khill@comdata.com
Ricky Johnston	Account Coordinator	(615) 370-7746	rjohnston@comdata.com
Tracy Sims	Customer Relations Rep.	(615) 370-7250	tsims@comdata.com
Tom Gustin	National Government Account Manager/Downstream Markets	(406) 431-5127	tgustin@comdata.com
Rob Ryan	TransMontaigne - Director of Energy Services	(303) 860-5324	RRyan@transmontaigne.com
Ryan Brook	TransMontaigne - Mgr of Energy Services	(303) 860-5304	RBrook@transmontaigne.com
Diane Casper	TransMontaigne Project Mgr	(303) 860-5375	DCasper@transmontaigne.com

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**EXHIBIT E OF CONTRACT NO. 050720-CCG-FC
Contractor's Proposal and the Contractor's Best and Final Offer**

The attached true and correct copy of the Contractor's Proposal and the Contractor's Best and Final Offer is incorporated into Contract No.

Transmittal letter

Jim Scogin, Director
State Council on Competitive Government
1711 San Jacinto Blvd
Austin, TX 78701

Mr. Scogin:

On behalf of Comdata and TransMontaigne, we appreciate the opportunity to respond to the State of Texas Best and Final Offer for Retail Fuel Cards and Related Services, RFP No. 050720-CCG-FC. *We have included details on additional services, increased our incentive rebate and illustrated how our pricing model is favorable compared to retail pricing. Also, we have demonstrated how we can accelerate timelines and included added benefits to the State.*

Comdata is a leading provider of fuel card services and transaction processing. TransMontaigne is a licensed provider of gasoline and diesel with the *legal* ability to supply and distribute refined petroleum products on a nationwide basis (ultimate vendor status). With our strategic partnering and our seamless interface, we can provide services that are unmatched in the industry. As per the IRS ruling specific to Comdata/TransMontaigne, most important to the State of Texas is the fact that we can offer tax exemption for all gas, **diesel** and alternative fuel at the transaction level.

All fuel and maintenance work can be provided for the State at any location that accepts MasterCard, which will enable the State to continue to receive the necessary Level III data. In addition the Comdata card offers acceptance at fueling locations in **Mexico**, as well as **Aviation, Mobile** and **Marina** locations in the United States. The card can be used at **State owned** locations as well. Due to this universal acceptance the State of Texas would not need a separate card for each one of those functions or dual programs.

In closing, the Comdata MasterCard program offers the State of Texas several benefits unparalleled in this industry today: **Acceptability, Tax Exemption, National Discounts** and acceptance in **Mexico**. Our team will provide data integration with the current State of Texas fleet management system, and brings a "will-do", "can-do" attitude to provide the State of Texas a truly unique one-card solution and partnership for years to come.

Sincerely,

Brian Truman
Manager, Government Accounts
Comdata Corporation
5301 Maryland Way
Brentwood, TN 37027
btruman@comdata.com
Phone: (801) 951-7044
FAX: (801) 951-7049

Rick Eaton
Senior VP
TransMontaigne Product Services, Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
reaton@transmontaigne.com
Phone: (303) 860-5301
FAX: (770) 650-3383

* (The Contractor's proposal is located in its original binder on file with the CCG staff)

Comdata Best and Final Offer #1

Additional services

COMDATA RESPONSE

Bulk Fuel - Comdata/TransMontaigne will work with the State of Texas to develop a bulk fuel solution customized to the individual State locations. We offer this additional service for many of our current customers. In order for Comdata/TMG to offer advantageous pricing more information on each facility would be required, such as, number of sites, physical locations, tank sizes, products dispensed, estimated volumes, etc. We would recommend that the State consider combining the gallons from all locations as a single purchase rather than fragmenting individual sites, therefore receiving the best price possible.

There are various methods by which Comdata can process bulk fuel transactions. Please consider the following:

1. Bulk fueling invoices per shipment can be processed through the Comdata MasterCard. Individual transaction detail for each load is accounted for in a separate process, but the bulk fuel expense is captured and consolidated within the fleet.
2. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.
3. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.
4. The Comdata Team works to create a complete supply chain management solution for bulk fuel implementations, and becomes the fuel supplier and inventory management experts for the fuel supply. The ComSite units or existing readers track outbound fuel expense. With this program, the bulk sites can be setup to mimic retail locations owned and operated by State of Texas, without the responsibility. In addition, the Comdata Team can work with State of Texas to incorporate the Comsite or interface with existing reader's installation expense into the cost of fuel, so the one-time capital expenditures are actually amortized over a period of "X" years.

NOTE: All fueling transactions (retail, mobile fuel, bulk, etc.) processed through Comdata funnel through to the same invoice and transaction data stream. Therefore, fuel spent through all methods for a particular vehicle or fleet of vehicles can be consolidated for fleet and expense management purposes.

Mobile fuel - Comdata currently has strategic partnerships in place and integrates with nearly 75 mobile fuel vendors throughout the United States, several being in Texas and adds vendor relationships regularly.

ComSite Equipment- The Comdata card can interface with all existing card reader manufacturers today but also carries a line of low cost-high performance brand of card readers. This is a benefit to the State for two reasons: 1. Since we are selling our own equipment the State will find the pricing very attractive compared to others. 2. The State wouldn't need to deal with a separate company or third party for equipment. Comdata installs its own card readers and there would be no need for coordination with a third party. This benefits the

State in several ways. 1. Other fleet card vendors would recommend companies to the State and then the State would need to work with the vendor they choose. With Comdata, the State would avoid those situations and worries. 2. Other card reader companies accept the Comdata card; therefore, if the State already had a card reader vendor chosen, then Comdata would coordinate with that company. Once chosen as the vendor, Comdata would work with the State on a conversion plan and timeframe that would allow a smooth transition for the State fleets.

Less Interchange Rate - We offer a greater economic benefit to the State through an interchange rate that is half of that of the competitors. This is better for merchant relations for the State and allows for the State's volume to leverage strategic supplier discounts.

Comdata/TransMontaigne Emergency Fuel Management - Several states and many private sector companies have made Comdata/TransMontaigne a part of their emergency management plans. This allows and makes available fuel to all effected parts of the state and ensures that the state and other political subdivisions will receive fuel for the first responders and other agencies who are involved in any natural disaster. This is possible because of the availability to fuel at fuel terminals, pipelines and trucking carrier assets.

Downstream Marketing/Program Expansion - Comdata has hired Tom Gustin, a State fleet card manager with 29 years of government experience, the past 12 years of which have been spent marketing a state fleet card to political subdivisions of the State of Montana, adding 340 tax exempt fleet accounts to Montana's intergovernmental fleet fueling program. He also administered the State's purchasing card and travel programs.

Comdata will dedicate this resource to actively market Texas's program to eligible agencies by working initially on a consultative basis with State of Texas staff to identify key prospective agencies. Comdata will then proactively meet one-on-one with Texas agencies and establish contact with eligible agencies via conferences hosted by such organizations as the Texas League of Cities, the Texas Association of Counties, Texas School Boards Association, Texas Sheriffs Association and Texas Association of Public Purchasing Officers.

Tom Gustin, National Account Manager, will be responsible for signing up additional State fleets and eligible tax exempt entities, including local governments and municipalities. Tom was also the chief procurement officer for fuel, energy, fleet and purchasing cards for the State of Montana and knows the government language very well. He was responsible for training all other purchasing officers on writing and evaluating RFPs for the state.

MasterCard Enhanced Merchant Data Reporting (EMR)

The State will have the ability to track purchases from socio-economic categories and other demographic profiles of the organization's merchant base with MasterCard EMR. The web-based application provides comprehensive purchasing card transaction data with regular updates that enable organizations to view and download critical data in customized formats, including:

A comprehensive merchant category profile with information on 1099 status, business owner (e.g. minority-owned, woman-owned, or disabled-owner) and whether a company is a small business, disadvantaged, or has a specific certification

Other critical data like total spend, average ticket size, industry sector spending, man-dated supplier spend and large ticket spend that can help an organization manage its purchasing operations

Reports are available as PDF files, or in files that can easily imported into a database.

EMR is refreshed on a monthly basis and merchant and transaction data are retained for a rolling 16-month period; completed reports and files are maintained on the site for 3 months. To ensure accuracy of merchant socio-economic data, EMR uses validated data on over 14 million merchants supplied by.

MasterCard has ongoing activities in place to ensure tax identification data is verified, accurate, consistent and delivered in a timely manner. MasterCard works with Acquirers to review validate and correct this information

on a quarterly basis.

MasterCard has applied to become a QPCA designated payment card organization to better serve its customers in soliciting accurate merchant data. As a QPCA, MasterCard will have the authority to act on behalf of cardholders and merchants, will undertake TIN solicitation activities, participate in the IRS TIN Matching Program and provide IRS validated merchant data wherever possible. (Please see the attached document for details on EMR and sample screen shots)

OPIS Pricing Online Tracking - Comdata's Smart Buy Fuel System gives you greater control of your fuel cost by helping you make better fuel buying decisions. With this system, you can find the best-priced stations, negotiate discounts and benchmark fuel purchases for your fleet.

The Smart Buy Fuel System displays OPIS pricing for regular unleaded gasoline and diesel, by retail station for the entire United States. Using several search options, you can obtain a list of stations by state and city or for a specific zip code, within a three, five or 10-mile radius. Your search results will show all the locations on a map and a list of locations in order by price. You can also obtain rack-to-retail margins for each location giving you key information to negotiate discounts with chains and individual stations.

Real Time authorization— State of Texas employees can view all authorized transactions in a "real-time" environment. This functionality is available online to external customers. With the online enhancement, the State will be able to view transaction authorizations, declines and settlements as they occur in the field. Various queries/reports can be generated from the data provided. If the State is concerned about an employee, the manager can watch from his computer every step of the transaction in real time by that individual.

Truck Stop and Card Lock Locations - Comdata has numerous discount programs which are offered to the State of Texas, including locations such as:

1. Pac-Pride at cost + 3
2. Pilot Oil at two cents off retail or cost +4
3. Petro Shopping Centers at three cents off retail
4. Truck Stops of America at two cents off or cost + 5
5. Ambest locations at two cents a gallon off retail
6. Speedway locations with a discount starting at one cent a gallon with opportunity to grow
7. Action Express Marts at five cents off retail
8. Quick-Fuel at cost + 6
9. Dion Oil at cost + 7
10. Jump Oil at a discount up to .015 off retail
11. Lassus Brothers Oil at three cents off

CFN Network – Comdata/MasterCard acceptance within this network is by the individual site.

Comdata has historically played a major role and will continue to play a major role in working with our clients-- both fleets and merchants--to collaborate for the benefit of all. Not only does Comdata work with fleets to negotiate discounts from retailers, but Comdata also assists with negotiations for card-lock activity, bulk (terminal) fuel, on-site (mobile fuel), and truck stop activity. Comdata is truly an "out-of-the-box" provider for helping fleets to obtain and manage these types of discount relationships. Comdata manages these discount relationships in multiple ways. Comdata provides real-time transaction re-pricing activity to a manual invoice to the merchant, while managing the program and funds for both our fleets and merchants. Comdata will also try to take full advantage of our aggregated volume for the benefit of all fleet accounts. Of course, this is not always possible, but Comdata will provide a solution for individual fleets and merchants.

Purchasing Card - The State of Texas could also use the card as a purchasing card and or fuel card if they chose to do so. This function could be turned on for just agency directors or others at the will of the program manger.

Payroll Card - The card could be used as a payroll card along with a fuel card for those employees that are unbanked or for temporary employees. The card could be used just for payroll for the above as well.

Travel & Expenses - The State of Texas could use the card as a Travel and Expense card along with using it as a fuel card and maintaining all the controls and functionality that the State needs for a successfully managed fuel program.

Accelerated timelines (Tab E Project Narrative and the Proposed Work Plan and Transition Plan)

Comdata Response

Comdata can accelerate any and all timelines based on the State's desire to implement more expediently. With over 500 employees in our customer service area we can implement as quickly as desired by the State. Timelines provided in the original response were for example only. Once we have the dates from the State of when they would like to be implemented then we can back those numbers into the plan.

Timelines may be geared to the specific needs of the State, we offer tremendous flexibility in rollout and implementation and will commence immediately, identifying and taking action on the critical, time-sensitive elements. We will assign additional resources not accounted for in the original proposal.

Comdata will work within the State of Texas timeframe and can provide the State of Texas cards based on the states timeframe whether that is in 5 days or 30 days. Comdata can provide all the cards to the state within 5 business days from the time we receive the driver and vehicle information. Comdata has over 1,600 employees and 500 of them work in our service department that we can tap resources for to get the state cards, train state employees on iconnectdata.com and etc.

Our combined approach involves the creation of implementation SWAT teams, systematically divided based upon customer structure (i.e. geography, division, department, region, etc.) and led by a project manager(s). Team members are tasked with customer setup, card distribution and employee training.

The below is a sample implementation plan based on 30 days but could be adjusted to completion within 5 days if the State chooses.

ID	Task_Name	Duration	Estimated Start_Date
1	Implementation Planning/Customer Assessment	4 days	11/01/05 0:00
2	Determine Account Structure(s)	3 days	11/04/05 0:00
3	Determine Card Structure	3 days	11/04/05 0:00
4	Reporting	5 days	11/04/05 0:00
5	Marketing, Training and Rollout Strategy	7 days	11/10/05 0:00
6	Comdata Internal Account Setup	3 days	11/04/05 0:00
7	Invoicing and Payment	4 days	11/10/05 0:00
8	Reports	6 days	11/07/05 0:00
9	Rollout/Implementation of Card order process	5 days	11/02/05 0:00
10	ICConnectData (ICD) Setup	7 days	11/24/05 0:00
11	Card Ordering Process/Distribution	6 days	11/15/05 0:00
12	Dally Support and Maintenance	4 days	11/27/05 0:00
	Total days	30 days	

Increased discounts (Tab M, Appendix J, Cost proposal J-3B)

Comdata Response

Comdata is pleased to increase its incentive rebate from 40 basis points to 70 basis points. Based on an estimated annual spending volume of \$22 million, this would amount to a rebate of \$154,000 which represents

an increase of \$11,000 over our original response. This is an estimate of fuel spend and does not include any maintenance spend which is eligible for a rebate.

Lower Costs (Tab M, Appendix J, Cost Proposal J-5)

Comdata Response

Please note that the proposed pricing is highly advantageous to the State, especially in comparison to retail pricing. On the written response to questions submitted before our oral presentation, dated September 9, 2005, wherein we provided a price for Sept 9th, as requested, at a specific Shell oil location in Austin which showed the State would have been paying **18 cents below** than retail on gasoline and **12 cents** on diesel.

Then, on the follow-up questions dated October 7, 2005, the State requested pricing at 33 stations in 11 different cities based on a date from July, 2005. The pricing from our response demonstrates that the State would have again been paying **below retail** at all locations, anywhere from **.002 to .06** cents a gallon. This pricing illustrates that Comdata proposes to maximize the value of State's fuel dollar, in comparison to retail.

Besides the favorable pricing offered, the State would also receive an additional **2.5 cents** off at the more than 3,381 discount locations in Texas.

All other pricing, discounts and incentives will remain as stated.

Distinguishing Benefits for the State of Texas

Some other advantages that would directly benefit the State of Texas include these following areas:

CARD ACCEPTANCE

1. Better rural coverage and merchant relations because:
 - a. Merchant fees are about half of the competitor's proprietary card
 - b. Most widely accepted business-to-business card worldwide
 - c. Merchant receives full settlement for the transaction as Comdata applies for the taxes instead of the station or wholesaler
2. Card is universally accepted for all fuel products, enhancing the State's ability to purchase alternative fuels, such as E85 and Bio-diesel
3. Card is widely accepted at Marina and Aviation locations thus no need for dual cards.
4. Card is accepted in Mexico and Canada, thus precluding the need for dual cards or programs
5. The State of Texas can use the same card for Retail fuel as well as Bulk, On-site and Mobile fueling and receive one invoice.

MAINTENANCE PURCHASES

1. Card is widely accepted at maintenance and non-fuel locations and may be used for all fleet related purchases such as car washes, oil changes, tires, auto parts and service merchants, etc.
2. Comdata has the ability to pass Level 3 data from maintenance locations for comprehensive reporting of service, parts and labor provided
3. State is not bound by a \$75 threshold, but has the ability to have separate dollar limits for car washes, oil changes, tires, etc.
4. The Comdata card can be used as a "virtual card" for expenditures.

TAX EXEMPTION

1. Federal Excise Tax on diesel is exempted at the transaction level, not posted as a lump sum credit in the month following
2. Fuel taxes are exempted at ALL accepting merchants including independent fuel merchants
3. Comdata/TransMontaigne files for the refund, the wholesaler and merchant are not burdened with the task of documenting and filing for each tax exempt sale

ACCOUNT AND DATA MANAGEMENT TOOLS

1. Smart Buy-- an online tool showing the least expensive retail and wholesale pricing in real-time, across the state and country
2. Ability to view transactions and authorizations in real-time without having to wait 48-72 hours for a transaction to post, and immediately determine if a driver enters the wrong PIN number, swipes the card incorrectly, etc.
3. Comprehensive data capture and reporting for both vehicle cards and driver cards
4. Can interface with mobile re-fuelers to capture data from fueling at remote locations
5. Technical services support provided to "map" transaction data directly into fleet management software
6. Ability to assign General Ledger coding to transactions and map the corresponding data to the agency's financial system
7. Comdata provides 15 levels of Hierarchy and reporting

CONTROLS

1. Cards can be reassigned/moved between accounts without having to reissue plastic
2. Pre-determined controls/purchase profiles may be assigned to a single card or an entire fleet
3. Controls allow for a one-time override with automatic reset to previous levels
4. Both soft-limits and hard-limits may be applied on the same card
5. All authorizations and transactions—on-site and retail—are processed internally by Comdata for greater control and more accurate data capture, thus eliminating third party "finger-pointing"
6. Comdata process all transactions internally providing more control and accurate data

FINANCIAL INCENTIVES

1. Signing bonus of \$25,000
2. Incentive rebate of 70 basis points, based on total spend of fuel and maintenance
3. Implementation cost sharing of \$2.50/card for cards activated within 90 days of contract signing
4. Discount of \$0.025/gallon at over 3,381 retail locations
5. Discount of \$0.02/gallon at over 115 truck stops
6. Speed of pay incentive of 25 basis points for payments twice monthly, 50 basis points for daily invoice remittance

Preliminary Negotiations Response

Laura Reardon
TBPC State Asset Systems
1711 San Jacinto Boulevard
Austin, TX 78701

Ms. Reardon:

The following represents Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. The following is the revised adder pricing:

OPIS Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

An analysis of this pricing indicates that, when adding the applicable OPIS index to the adders, the resulting pricing is less than the corresponding retail price. The adder is net of Federal Excise Tax and is comprised of margin, freight and other applicable taxes and fees. If the State is determined to be exempt from any other taxes, Comdata/TransMontaigne will work closely with the State to process transactions net of those taxes.

Comdata/TransMontaigne will revisit the adders on a quarterly basis to maintain advantageous pricing for the State.

As a point of clarification, the previously offered Location/Merchant discounts of 2.5-cent discount at over 3,381 sites in Texas, and 115 truck stops also offer a 2-cent discount--both of these discounts are offered in addition to the adder price stated above.

2. Incentive Rebate:
 - a. Comdata is pleased to **increase** its previous incentive rebate of 70 basis points, from the Best and Final Offer, to **100 basis points**. Based on an estimated annual spending volume of \$22 million, this would amount to an annual rebate of **\$220,000** which represents an increase of **\$66,000** over our Best and Final response. The rebate will apply to the State's volume of maintenance purchases, as well, at the offered rate of 100 basis points.
 - b. Further, please note that the rebate of 100 basis points offered is not contingent upon the State achieving any minimum purchase volume, nor is it tied to an average ticket or transaction size.
3. MasterCard Corporate Payment Solutions is offering a signing bonus of \$37,500, subject to the terms stated below, **which represents an increase of \$12,500 versus the previous offer.**

MasterCard Corporate Payment Solutions is pleased to offer financial incentive funding for the selection of MasterCard International as the

exclusive payment brand for the State of Texas Fleet Card program. Our offer is based on program volume as provided by the issuers.

Fleet Card - \$25MM annual spend

Based on the program volume (excludes cash advance and/or convenience check volumes), growth projections, and term of the agreement, the following Incentives have been approved.

- MasterCard Commitments:

- * 3 year proposal:
- * \$37.5 thousand of upfront support tied to annual volume achievement targets (see below)
- * 15 basis points on year 1 volume above \$25MM
- * 15 basis points on incremental volume in years 2 - 3, above the highest previous year
- * 15 basis points on incremental volume in years 4 - 5, above the highest previous year

Program Volume Requirements

The upfront support is tied to the achievement of a minimum year 1 volume of \$25 million, and the maintenance of at least that level for the remainder of the term. If the program fails to achieve the annual volume target, then the State of Texas/issuer will pay back to MasterCard a proportional amount of the initial incentive amount paid.

Quarterly and year end Management Information System (MIS) reporting for the State of Texas Fleet Card program will be required from the issuer to ensure all program requirements are being met.

This incentive will be provided to the State of Texas through the issuer for the State of Texas Fleet Card program. This incentive may already be incorporated into a MasterCard issuing bank financial incentive proposal and is contingent upon an executable agreement. The incentive will be available to the State of Texas at the beginning of the program contract date. - MasterCard.

All other terms and conditions of Comdata/TransMontaigne's previous offers are to remain as previously stated.

Sincerely,

Brian Truman, Manager – Public Sector

Tom Gustin, National Account Manager – Public Sector

Comdata/TransMontaigne

Final Negotiation Response

The following payment mechanism, discount structure and financial incentives were stated in Appendix J of the response and augmented in Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a \$2.50 a card incentive for cards that have transaction activity within 90 days of contract execution.
2. A rebate of 2.5 cents per gallon will be applied for transactions at approximately 3,300 sites in Texas, and a rebate of 2 cents per gallon will be applied at approximately 115 truck stops in Texas. Rebates will be credited on a quarterly basis. Specific locations are named in (Table 2) of this exhibit.
3. An incentive rebate of 100 basis points shall apply to the purchase of fuel and related automotive goods and services on the Comdata MasterCard, and will be paid on a quarterly basis.
4. An early pay incentive of 25 basis points will be credited on twice monthly payments; payments made on a daily basis will receive an incentive of 50 basis points.
5. MasterCard Corporate Payment Solutions is offering a signing bonus of \$37,500.
 - MasterCard Commitments:
 - * 3 year proposal: -
 - * \$37.5 thousand of upfront support
 - * 15 basis points on year 1 volume above \$25MM
 - * 15 basis points on incremental volume in years 2 - 3, above the highest previous year
 - * 15 basis points on incremental volume in years 4 - 5, above the highest previous year

6. PRICING PROCESS

TransMontaigne will invoice State of Texas PSAs (Participating State Agencies) for fuel transactions, based on the OPIS Net Average price of the nearest OPIS Rack City for the day of the transaction, per the table that follows this section, plus the applicable adder for the corresponding product. Weekends and Holiday's will be priced off of the following business day's prices. The adder is net of Federal Excise Tax and is comprised of margin, freight and all applicable taxes and fees. If the applicable taxes and fees are adjusted during the term of the contract, the adders will be adjusted to reflect the change in the rates. If the State is determined to be exempt from any additional taxes, Comdata/TransMontaigne will work closely with the State to process each transaction net of those taxes.

Comdata/TransMontaigne will work with the State of Texas to evaluate and adjust, by mutual agreement, the quoted adders on a quarterly basis. The evaluation will ensure that pricing for the State of Texas, over time, remains competitive and at or better than the average levels of retail pump price with the federal excise taxes removed in each associated rack city. The current adders have been

created based on historical market data. We will work with the State of Texas to utilize their purchasing data, (i.e. fueling locations, brands of locations, volume purchased by location, and types of fuel products purchased) over an extended period of time to accurately represent the State's purchasing profile.

Comdata/TransMontaigne will provide the State of Texas a data file that will allow the ability to run reports on all State of Texas customers that will show locations, gallons, pump price, rack price, and rack prices with adder included.

The following adder pricing shall apply:

OPIS Net Average Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

Locations for rack prices are determined by county, a spreadsheet of which is attached (TABLE #1). We have mapped each city within a county to the nearest OPIS city, as well as taken the designated specs for each county into account.

Should additional rebates be negotiated by the State of Texas with fuel retail locations or with maintenance facilities, the associated discounts will be taken off of invoice and not returned in the form of a rebate.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**TABLE #1 OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county**

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29	Collingsworth	AMARILLO, TX	111.92
Andrews	LUBBOCK, TX	108.5	Colorado	HOUSTON, TX	82.84
Angelina	BEAUMONT, TX	103.2	Comal	SAN ANTONIO, TX	36.16
Aransas	SAN ANTONIO, TX	161.5	Comanche	ABILENE, TX	96.85
Archer	ABILENE, TX	125.5	Concho	ABILENE, TX	88.9
Armstrong	AMARILLO, TX	47.3	Cooke	DALLAS, TX	73.21
Atascosa	SAN ANTONIO, TX	42.21	Coryell	AUSTIN, TX	96.64
Austin	HOUSTON, TX	65.83	Cottle	LUBBOCK, TX	124.75
Bailey	LUBBOCK, TX	72.1	Crane	LUBBOCK, TX	176.1
Bandera	SAN ANTONIO, TX	58.04	Crockett	ABILENE, TX	171.9
Bastrop	AUSTIN, TX	38.75	Crosby	LUBBOCK, TX	29.43
Baylor	ABILENE, TX	100.9	Culberson	LUBBOCK, TX	309.2
Bee	SAN ANTONIO, TX	94.11	Dallam	AMARILLO, TX	100.33
Bell	AUSTIN, TX	71.85	Dallas	DALLAS, TX	9.15
Bexar	SAN ANTONIO, TX	12.29	Dawson	LUBBOCK, TX	67.73
Blanco	AUSTIN, TX	52.4	De Witt	SAN ANTONIO, TX	83.98
Borden	LUBBOCK, TX	93.4	Deaf Smith	AMARILLO, TX	41.5
Bosque	DALLAS, TX	89.86	Delta	DALLAS, TX	86.15
Bowie	WASKOM, TX	89.82	Denton	DALLAS, TX	36.27
Brazoria	HOUSTON, TX	44.54	Dickens	LUBBOCK, TX	66.32
Brazos	HOUSTON, TX	96.64	Dimmit	SAN ANTONIO, TX	115.47
Brewster	LUBBOCK, TX	313.03	Donley	AMARILLO, TX	67.2
Briscoe	AMARILLO, TX	101.7	Duval	BROWNSVILLE, TX	156.1
Brooks	BROWNSVILLE, TX	108.1	Eastland	ABILENE, TX	64.59
Brown	ABILENE, TX	88.68	Ector	LUBBOCK, TX	143.62
Burleson	AUSTIN, TX	83.03	Edwards	SAN ANTONIO, TX	132.53
Burnet	AUSTIN, TX	46.43	El Paso	LUBBOCK, TX	340.87
Caldwell	AUSTIN, TX	38.41	Ellis	DALLAS, TX	36.37
Calhoun	HOUSTON, TX	136.98	Erath	DALLAS, TX	100.35
Callahan	ABILENE, TX	29.72	Falls	AUSTIN, TX	101.63
Cameron	BROWNSVILLE, TX	19.72	Fannin	DALLAS, TX	76.32
Camp	WASKOM, TX	86.5	Fayette	AUSTIN, TX	69.28
Carson	AMARILLO, TX	45.22	Fisher	ABILENE, TX	53.45
Cass	WASKOM, TX	58.45	Floyd	LUBBOCK, TX	61.26
Castro	AMARILLO, TX	64.77	Foard	ABILENE, TX	115.9
Chambers	BEAUMONT, TX	35.27	Fort Bend	HOUSTON, TX	30.96
Cherokee	WASKOM, TX	98.11	Franklin	WASKOM, TX	105.25
Childress	AMARILLO, TX	117.75	Freestone	DALLAS, TX	90.28
Clay	DALLAS, TX	126.34	Frio	SAN ANTONIO, TX	53.55
Cochran	LUBBOCK, TX	55.8	Gaines	LUBBOCK, TX	71.23
Coke	ABILENE, TX	71.05	Galveston	HOUSTON, TX	39.22
Coleman	ABILENE, TX	60.39	Garza	LUBBOCK, TX	48.1
Collin	DALLAS, TX	32.29	Gillespie	SAN ANTONIO, TX	85.82

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Glass Cock	LUBBOCK, TX	137.4	Jones	ABILENE, TX	34.17
Goliad	SAN ANTONIO, TX	98.9	Karnes	SAN ANTONIO, TX	56.69
Gonzales	AUSTIN, TX	61.02	Kaufman	DALLAS, TX	37.84
Gray	AMARILLO, TX	63.76	Kendall	SAN ANTONIO, TX	40.58
Grayson	DALLAS, TX	68.72	Kenedy	BROWNSVILLE, TX	88.6
Gregg	WASKOM, TX	43.96	Kent	ABILENE, TX	84.6
Grimes	HOUSTON, TX	92.65	Kerr	SAN ANTONIO, TX	69.58
Guadalupe	SAN ANTONIO, TX	33.94	Kimble	SAN ANTONIO, TX	127.1
Hale	LUBBOCK, TX	40.29	King	LUBBOCK, TX	94.55
Hall	AMARILLO, TX	95.2	Kinney	SAN ANTONIO, TX	123.2
Hamilton	DALLAS, TX	106.85	Kleberg	BROWNSVILLE, TX	115.07
Hansford	AMARILLO, TX	89	Knox	ABILENE, TX	80.33
Hardeman	ABILENE, TX	137.9	La Salle	SAN ANTONIO, TX	97.45
Hardin	BEAUMONT, TX	32.76	Lamar	DALLAS, TX	112.89
Harris	HOUSTON, TX	15.17	Lamb	LUBBOCK, TX	52.4
Harrison	WASKOM, TX	19.11	Lampasas	AUSTIN, TX	83.4
Hartley	AMARILLO, TX	63.7	Lavaca	AUSTIN, TX	90.93
Haskell	ABILENE, TX	63.27	Lee	AUSTIN, TX	62.57
Hays	AUSTIN, TX	27.87	Leon	HOUSTON, TX	5
Hemphill	AMARILLO, TX	100.7	Liberty	BEAUMONT, TX	44.31
Henderson	DALLAS, TX	76.58	Limestone	DALLAS, TX	99.74
Hidalgo	BROWNSVILLE, TX	58.53	Lipscomb	AMARILLO, TX	135.18
Hill	DALLAS, TX	72.97	Live Oak	SAN ANTONIO, TX	78.94
Hockley	LUBBOCK, TX	34.94	Llano	AUSTIN, TX	78.29
Hood	DALLAS, TX	79.52	Loving	LUBBOCK, TX	187.3
Hopkins	DALLAS, TX	86.31	Lubbock	LUBBOCK, TX	5.37
Houston	HOUSTON, TX	119.2	Lynn	LUBBOCK, TX	31.15
Howard	LUBBOCK, TX	107.45	Madison	HOUSTON, TX	105.4
Hudspeth	LUBBOCK, TX	313.35	Marion	WASKOM, TX	40.3
Hunt	DALLAS, TX	57.11	Martin	LUBBOCK, TX	100.3
Hutchinson	AMARILLO, TX	49.32	Mason	AUSTIN, TX	103
Irion	ABILENE, TX	130.25	Matagorda	HOUSTON, TX	92.21
Jack	DALLAS, TX	102.45	Maverick	SAN ANTONIO, TX	148.38
Jackson	HOUSTON, TX	107.14	Mc Mullen	SAN ANTONIO, TX	79.75
Jasper	BEAUMONT, TX	47.67	McCulloch	ABILENE, TX	104.02
Jeff Davis	LUBBOCK, TX	319.95	McLennan	AUSTIN, TX	93.74
Jefferson	BEAUMONT, TX	9.95	Medina	SAN ANTONIO, TX	37.98
Jim Hogg	BROWNSVILLE, TX	157.2	Menard	ABILENE, TX	129.07
Jim Wells	SAN ANTONIO, TX	128	Midland	LUBBOCK, TX	119.76
Johnson	DALLAS, TX	47.85	Milam	AUSTIN, TX	75.31

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Mills	AUSTIN, TX	106.45	Shackelford	ABILENE, TX	42.7
Mitchell	ABILENE, TX	69.4	Shelby	WASKOM, TX	61.74
Montague	DALLAS, TX	100.84	Sherman	AMARILLO, TX	80.4
Montgomery	HOUSTON, TX	44.44	Smith	WASKOM, TX	77.87
Moore	AMARILLO, TX	52.77	Somervell	DALLAS, TX	70.83
Morris	WASKOM, TX	84.34	Starr	BROWNSVILLE, TX	110.86
Motley	LUBBOCK, TX	88.83	Stephens	ABILENE, TX	66.4
Nacogdoches	WASKOM, TX	93.03	Sterling	ABILENE, TX	114
Navarro	DALLAS, TX	64.19	Stonewall	ABILENE, TX	60.75
Newton	BEAUMONT, TX	67.65	Sutton	ABILENE, TX	156.5
Nolan	ABILENE, TX	52.28	Swisher	AMARILLO, TX	51.6
Nueces	SAN ANTONIO, TX	144.63	Tarrant	DALLAS, TX	30.8
Ochiltree	AMARILLO, TX	109.27	Taylor	ABILENE, TX	9.11
Oldham	AMARILLO, TX	42.17	Terrell	SAN ANTONIO, TX	263.55
Orange	BEAUMONT, TX	20.45	Terry	LUBBOCK, TX	39.53
Palo Pinto	ABILENE, TX	87.9	Throckmorton	ABILENE, TX	70.05
Panola	WASKOM, TX	39.24	Titus	WASKOM, TX	97.45
Parker	DALLAS, TX	71.46	Tom Green	ABILENE, TX	96.58
Parker	AMARILLO, TX	78.1	Travis	AUSTIN, TX	8.79
Pecos	LUBBOCK, TX	212.12	Trinity	BEAUMONT, TX	113.52
Polk	HOUSTON, TX	82.62	Tyler	BEAUMONT, TX	59.64
Potter	AMARILLO, TX	12.74	Upshur	WASKOM, TX	61.23
Presidio	LUBBOCK, TX	354.3	Upton	LUBBOCK, TX	175.3
Rains	DALLAS, TX	76.7	Uvalde	SAN ANTONIO, TX	78.3
Randall	AMARILLO, TX	14.79	Val Verde	SAN ANTONIO, TX	169.69
Reagan	ABILENE, TX	160.4	Van Zandt	DALLAS, TX	63.51
Real	SAN ANTONIO, TX	105.53	Victoria	SAN ANTONIO, TX	118.26
Red River	WASKOM, TX	130.67	Walker	HOUSTON, TX	72.12
Reeves	LUBBOCK, TX	239.97	Waller	HOUSTON, TX	45.08
Refugio	SAN ANTONIO, TX	136.44	Ward	LUBBOCK, TX	194.94
Roberts	AMARILLO, TX	76.9	Washington	HOUSTON, TX	74.18
Robertson	AUSTIN, TX	107.84	Webb	SAN ANTONIO, TX	156.91
Rockwall	DALLAS, TX	28.7	Wharton	HOUSTON, TX	67.04
Runnels	ABILENE, TX	57.65	Wheeler	AMARILLO, TX	109.14
Rusk	WASKOM, TX	60.82	Wichita	DALLAS, TX	143.55
Sabine	WASKOM, TX	102.28	Wilbarger	ABILENE, TX	154.84
San Augustine	WASKOM, TX	82.7	Willacy	BROWNSVILLE, TX	51.98
San Jacinto	HOUSTON, TX	76.25	Williamson	AUSTIN, TX	31.51
San Patricio	SAN ANTONIO, TX	137.18	Wilson	SAN ANTONIO, TX	35.32
San Saba	AUSTIN, TX	105.4	Winkler	LUBBOCK, TX	159.45
Schleicher	ABILENE, TX	134.6	Wise	DALLAS, TX	68.49
Scurry	ABILENE, TX	79.32	Wood	DALLAS, TX	90.88

Texas County	Designated OPIS City	Miles From OPIS City
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

**TABLE #2 OF CONTRACT NO. 050720-CCG-FC
Contractor's list of discount retail locations and truck stop locations.**

Up to date documentation can be found on the Comdata website. In addition Contractor will send to the contract administrator on a quarterly basis a compact disk of the updated locations.

**AMENDMENT NO.1
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government, hereinafter referred to as the "Council," and Comdata Corporation / TransMontaigne Product Services, Inc., hereinafter referred to as "Contractor," do hereby agree to amend the contract for Retail Fuel Card and related Services, hereinafter referred to as the "Contract," effective February 26, 2006, between the Council by and for the Texas Building and Procurement Commission ("TBPC" and "Contract Administrator") and the Contractor.

RECITALS

WHEREAS, the Council and Contractor previously entered into that certain Contract effective as of February 26, 2006; and desire to amend the Contract effective as of the execution of this amendment.

WHEREAS, accordingly, the Council and the Contractor desire to amend language in Exhibit E, Final Negotiation Response.

NOW, THEREFORE, in consideration of mutual covenants and agreements, herein contained, the Council and Contractor hereby agree to the following change in Exhibit E, Final Negotiation Response:

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a \$2.50 a card incentive for cards that have transaction activity within ~~90 days~~ 120 days of contract execution.

1. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

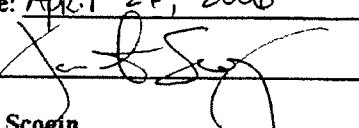
This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Comdata Corporation

Date: April 26, 2006

Date: April 20, 2006

By: 

By: Drian Worman *Manager, Public Sector*

**Jim Scogin
Director**

**Randy Morgan
Senior Vice President & General Manager**

State Council on Competitive Government

**AMENDMENT NO. 2
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to amend Table No. 1 of Exhibit E are necessary to properly reflect the Contractor's locations for rack prices by counties;

NOW, THEREFORE, the Council and Contractor hereby agree to delete Table No. 1 of Exhibit E in its entirety and substitute Table No. 1-A attached hereto and incorporated by reference herein for all purposes. Table No. 1-A is comprised of six (6) pages. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.

1. Except as amended herein, the Contract shall remain in force and effect throughout its term.
2. This amendment is effective as of the date the last party signs this agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Comdata Corporation

Date: 5-30-06

Date: 5-25-06

By: [Signature]

By: [Signature]

Jim Scogin
Director
State Council on Competitive Government

Randy Morgan
Senior Vice President & General Manager

TransMontaigne Product Services, Inc.

Date: [Signature]

By: 5/23/06

Rick Eaton, Executive Vice President

TABLE No. 1-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29
Andrews	LUBBOCK, TX	108.5
Angelina	BEAUMONT, TX	103.2
Aransas	SAN ANTONIO, TX	161.5
Archer	ABILENE, TX	125.5
Armstrong	AMARILLO, TX	47.3
Atascosa	SAN ANTONIO, TX	42.21
Austin	HOUSTON, TX	65.83
Bailey	LUBBOCK, TX	72.1
Bandera	SAN ANTONIO, TX	58.04
Bastrop	AUSTIN, TX	38.75
Baylor	ABILENE, TX	100.9
Bee	SAN ANTONIO, TX	94.11
Bell	AUSTIN, TX	71.85
Bexar	SAN ANTONIO, TX	12.29
Blanco	AUSTIN, TX	52.4
Borden	LUBBOCK, TX	93.4
Bosque	DALLAS, TX	89.86
Bowie	WASKOM, TX	89.82
Brazoria	HOUSTON, TX	44.54
Brazos	HOUSTON, TX	96.64
Brewster	LUBBOCK, TX	313.03
Briscoe	AMARILLO, TX	101.7
Brooks	BROWNSVILLE, TX	108.1
Brown	ABILENE, TX	88.68
Burleson	AUSTIN, TX	83.03
Burnet	AUSTIN, TX	46.43
Caldwell	AUSTIN, TX	38.41
Calhoun	HOUSTON, TX	136.98
Callahan	ABILENE, TX	29.72
Cameron	BROWNSVILLE, TX	19.72
Camp	WASKOM, TX	86.5
Carson	AMARILLO, TX	45.22
Cass	WASKOM, TX	58.45
Castro	AMARILLO, TX	64.77
Chambers	BEAUMONT, TX	35.27
<u>Chambers</u>	<u>HOUSTON, TX</u>	<u>48.36</u>
Cherokee	WASKOM, TX	98.11
Childress	AMARILLO, TX	117.75
Clay	DALLAS, TX	126.34
Clay	ABILENE	187.2
Cochran	LUBBOCK, TX	55.8
Coke	ABILENE, TX	71.05
Coleman	ABILENE, TX	60.39
Collin	DALLAS, TX	32.29
Collingsworth	AMARILLO, TX	111.92

Colorado	HOUSTON, TX	82.84
Colorado	AUSTIN, TX	88.38
Comal	SAN ANTONIO, TX	36.16
Comanche	ABILENE, TX	96.85
Concho	ABILENE, TX	88.9
Cooke	DALLAS, TX	73.21
Coryell	AUSTIN, TX	96.64
Cottle	LUBBOCK, TX	124.75
Crane	LUBBOCK, TX	176.1
Crockett	ABILENE, TX	171.9
Crosby	LUBBOCK, TX	29.43
Culberson	LUBBOCK, TX	309.2
Dallam	AMARILLO, TX	100.33
Dallas	DALLAS, TX	9.15
Dawson	LUBBOCK, TX	67.73
De Witt	SAN ANTONIO, TX	83.98
Deaf Smith	AMARILLO, TX	41.5
Delta	DALLAS, TX	86.15
Denton	DALLAS, TX	36.27
Dickens	LUBBOCK, TX	66.32
Dimmit	SAN ANTONIO, TX	115.47
Donley	AMARILLO, TX	67.2
Duval	BROWNSVILLE, TX	156.1
Eastland	ABILENE, TX	64.59
Ector	LUBBOCK, TX	143.62
Edwards	SAN ANTONIO, TX	132.53
El Paso	LUBBOCK, TX	340.87
Ellis	DALLAS, TX	36.37
Erath	DALLAS, TX	98.35
Erath	ABILENE, TX	122.76
Falls	AUSTIN, TX	101.63
Fannin	DALLAS, TX	76.32
Fayette	AUSTIN, TX	69.28
Fisher	ABILENE, TX	53.45
Floyd	LUBBOCK, TX	61.26
Foard	ABILENE, TX	115.9
Fort Bend	HOUSTON, TX	30.96
Franklin	WASKOM, TX	105.25
Freestone	DALLAS, TX	90.28
Frio	SAN ANTONIO, TX	53.55
Galnes	LUBBOCK, TX	71.23
Galveston	HOUSTON, TX	39.22
Garza	LUBBOCK, TX	48.1
Gillespie	SAN ANTONIO, TX	85.82
Glass Cock	LUBBOCK, TX	137.4
Goliad	SAN ANTONIO, TX	98.9
Gonzales	AUSTIN, TX	61.02
Gray	AMARILLO, TX	63.76
Grayson	DALLAS, TX	68.72
Gregg	WASKOM, TX	43.96
Grimes	HOUSTON, TX	92.65
Guadalupe	SAN ANTONIO, TX	33.94

Hale	LUBBOCK, TX	40.29
Hall	AMARILLO, TX	95.2
Hamilton	DALLAS, TX	406.85
<u>Hamilton</u>	<u>ABILENE</u>	<u>124.84</u>
Hansford	AMARILLO, TX	89
Hardeman	ABILENE, TX	137.9
Hardin	BEAUMONT, TX	32.76
Harris	HOUSTON, TX	15.17
Harrison	WASKOM, TX	19.11
Hartley	AMARILLO, TX	63.7
Haskell	ABILENE, TX	63.27
Hays	AUSTIN, TX	27.87
Hemphill	AMARILLO, TX	100.7
Henderson	DALLAS, TX	76.58
Hidalgo	BROWNSVILLE, TX	58.53
Hill	DALLAS, TX	72.97
Hockley	LUBBOCK, TX	34.94
Hood	DALLAS, TX	79.52
Hopkins	DALLAS, TX	86.31
Houston	HOUSTON, TX	449.2
<u>Houston</u>	<u>WASKOM</u>	<u>148.5</u>
Howard	LUBBOCK, TX	107.45
Hudspeth	LUBBOCK, TX	313.35
Hunt	DALLAS, TX	57.11
Hutchinson	AMARILLO, TX	49.32
Irion	ABILENE, TX	130.25
Jack	DALLAS, TX	402.45
<u>Jack</u>	<u>ABILENE</u>	<u>103.45</u>
Jackson	HOUSTON, TX	107.14
Jasper	BEAUMONT, TX	47.67
Jeff Davis	LUBBOCK, TX	319.95
Jefferson	BEAUMONT, TX	9.95
Jim Hogg	BROWNSVILLE, TX	157.2
Jim Wells	SAN ANTONIO, TX	128
Johnson	DALLAS, TX	47.85
Jones	ABILENE, TX	34.17
Kaufman	DALLAS, TX	37.84
Kendall	SAN ANTONIO, TX	40.58
Kenedy	BROWNSVILLE, TX	88.6
Kent	ABILENE, TX	84.6
Kerr	SAN ANTONIO, TX	69.58
Kimble	SAN ANTONIO, TX	127.1
King	LUBBOCK, TX	94.55
Kinney	SAN ANTONIO, TX	123.2
Kleberg	BROWNSVILLE, TX	115.07
Knox	ABILENE, TX	80.33
La Salle	SAN ANTONIO, TX	97.45
Lamar	DALLAS, TX	112.89
Lamb	LUBBOCK, TX	52.4
Lampasas	AUSTIN, TX	83.4
Lavaca	AUSTIN, TX	90.93
Lee	AUSTIN, TX	62.57

Leon	HOUSTON, TX	5
Leon	DALLAS, TX	123.24
Liberty	BEAUMONT, TX	44.34
Liberty	HOUSTON, TX	42.12
Limestone	DALLAS, TX	99.74
Lipscomb	AMARILLO, TX	135.18
Live Oak	SAN ANTONIO, TX	78.94
Llano	AUSTIN, TX	78.29
Loving	LUBBOCK, TX	187.3
Lubbock	LUBBOCK, TX	5.37
Lynn	LUBBOCK, TX	31.15
Madison	HOUSTON, TX	105.4
Marion	WASKOM, TX	40.3
Martin	LUBBOCK, TX	100.3
Mason	AUSTIN, TX	103
Matagorda	HOUSTON, TX	92.21
Maverick	SAN ANTONIO, TX	148.38
Mc Mullen	SAN ANTONIO, TX	79.75
McCulloch	ABILENE, TX	104.02
McLennan	AUSTIN, TX	93.74
Medina	SAN ANTONIO, TX	37.98
Menard	ABILENE, TX	129.07
Midland	LUBBOCK, TX	119.76
Milam	AUSTIN, TX	75.31
Mills	AUSTIN, TX	106.45
Mitchell	ABILENE, TX	69.4
Montague	DALLAS, TX	100.84
Montgomery	HOUSTON, TX	44.44
Morris	WASKOM, TX	84.34
Motley	LUBBOCK, TX	88.83
Nacogdoches	WASKOM, TX	93.03
Navarro	DALLAS, TX	64.19
Newton	BEAUMONT, TX	67.65
Nolan	ABILENE, TX	52.28
Nueces	SAN ANTONIO, TX	144.63
Ochiltree	AMARILLO, TX	109.27
Oldham	AMARILLO, TX	42.17
Orange	BEAUMONT, TX	20.45
Palo Pinto	ABILENE, TX	87.9
Panola	WASKOM, TX	39.24
Parker	DALLAS, TX	71.48
Parmer	AMARILLO, TX	78.1
Pecos	LUBBOCK, TX	212.12
Petk	HOUSTON, TX	82.62
Polk	BEAUMONT, TX	86.96
Potter	AMARILLO, TX	12.74
Presidio	LUBBOCK, TX	354.3
Rains	DALLAS, TX	76.7
Randall	AMARILLO, TX	14.79
Reagan	ABILENE, TX	160.4
Real	SAN ANTONIO, TX	105.53
Red River	WASKOM, TX	130.67

Reeves	LUBBOCK, TX	239.97
Refugio	SAN ANTONIO, TX	136.44
Roberts	AMARILLO, TX	76.9
Robertson	AUSTIN, TX	107.84
Rockwall	DALLAS, TX	28.7
Runnels	ABILENE, TX	57.65
Rusk	WASKOM, TX	60.82
Sabine	WASKOM, TX	102.28
San Augustine	WASKOM, TX	82.7
San Jacinto	HOUSTON, TX	76.25
San Jacinto	BEAUMONT, TX	106.35
San Patricio	SAN ANTONIO, TX	137.18
San Saba	AUSTIN, TX	105.4
Schleicher	ABILENE, TX	134.6
Scurry	ABILENE, TX	79.32
Shackelford	ABILENE, TX	42.7
Shelby	WASKOM, TX	61.74
Sherman	AMARILLO, TX	80.4
Smith	WASKOM, TX	77.87
Somervell	DALLAS, TX	70.83
Starr	BROWNSVILLE, TX	110.86
Stephens	ABILENE, TX	66.4
Sterling	ABILENE, TX	114
Stonewall	ABILENE, TX	60.75
Sutton	ABILENE, TX	156.5
Swisher	AMARILLO, TX	51.6
Tarrant	DALLAS, TX	30.8
Taylor	ABILENE, TX	9.11
Terrell	SAN ANTONIO, TX	263.55
Terry	LUBBOCK, TX	39.53
Throckmorton	ABILENE, TX	70.05
Titus	WASKOM, TX	97.45
Tom Green	ABILENE, TX	96.58
Travis	AUSTIN, TX	8.79
Trinity	BEAUMONT, TX	113.52
Tyler	BEAUMONT, TX	59.64
Upshur	WASKOM, TX	61.23
Upton	LUBBOCK, TX	175.3
Uvalde	SAN ANTONIO, TX	78.3
Val Verde	SAN ANTONIO, TX	169.69
Van Zandt	DALLAS, TX	63.51
Victoria	SAN ANTONIO, TX	118.26
Walker	HOUSTON, TX	72.12
Waller	HOUSTON, TX	45.08
Ward	LUBBOCK, TX	194.94
Washington	HOUSTON, TX	74.18
Washington	AUSTIN, TX	89.38
Webb	SAN ANTONIO, TX	158.91
Wharton	HOUSTON, TX	67.04
Wheeler	AMARILLO, TX	109.14
Wichita	DALLAS, TX	443.55
Wichita	ABILENE, TX	152.59

Wilbarger	ABILENE, TX	154.84
Willacy	BROWNSVILLE, TX	51.98
Williamson	AUSTIN, TX	31.51
Wilson	SAN ANTONIO, TX	35.32
Winkler	LUBBOCK, TX	159.45
Wise	DALLAS, TX	68.49
Wood	DALLAS, TX	90.88
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

**AMENDMENT NO. 3
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to the adder pricing in the Preliminary Negotiations Response and in Section 6 PRICING PROCESS of the Final Negotiation Response of Exhibit E are necessary to properly reflect the **\$.001 Leaking Underground Storage Tank (LUST) Trust Fund tax and the State's tax profile; and**

WHEREAS, the Council and the Contractor agree that if fuel is purchased outside the State of Texas the State will be invoiced pump price minus any federal excise taxes and any additional applicable excise taxes; and

WHEREAS, the Council and the Contractor agree to further amend Exhibit E, Final Negotiated Response with respect to the \$2.50 per activated card incentive; and

NOW, THEREFORE, the Council and Contractor hereby amend the Contract as follows:

1. The parties agree to delete the adder pricing of Exhibit E in its entirety and substitute Table No. 2-A attached hereto and incorporated by reference herein for all purposes. Table No. 2-A is comprised of one (1) page. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.
2. The parties further agree that, in the event the Contractor signs and returns this amendment to the Council by June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the billing cycle commencing May 1, 2006; provided however, that should the Contractor return the signed amendment after June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the next billing cycle.
3. The parties agree that the any invoicing for fuel purchased while traveling outside the state of Texas will be invoiced at the rate of pump price minus any federal excise taxes and any additional applicable excise taxes.
4. The parties agree to expand the number of days within which the State is eligible to receive a \$2.50 per card incentive for new cards with transaction activity from 120 days as stated in Amendment # 1 to 150 days.

5. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Comdata Corporation

Date: "EXECUTED 6-13-2006"

Date: _____

By: _____

**Wayne Roberts, Chair Designee
Office of the Governor
State Council on Competitive Government**

By: _____

**Randy Morgan
Senior Vice President & General
Manager**

TransMontaigne Product Services, Inc.

Date: _____

By: _____

Rick Eaton, Executive Vice President

TABLE No. 2-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Revised Adders

OPIS Net Average Rack Price	Diesel Adder	Unleaded 87 Octane Adder	<u>Diesel Adder</u>	<u>Unleaded 87 Octane Adder</u>
Abilene	0.3704	0.3566	<u>0.3801</u>	<u>0.3576</u>
Amarillo	0.3279	0.3494	<u>0.3289</u>	<u>0.3501</u>
Austin	0.3895	0.3533	<u>0.3905</u>	<u>0.3543</u>
Beaumont	0.3934	0.3719	<u>0.3944</u>	<u>0.3729</u>
Houston	0.3800	0.3497	<u>0.3819</u>	<u>0.3507</u>
Brownsville	0.3753	0.3194	<u>0.3763</u>	<u>0.3201</u>
Dallas	0.3858	0.3368	<u>0.3868</u>	<u>0.3378</u>
Waskom	0.3724	0.3530	<u>0.3731</u>	<u>0.3540</u>
Lubbock	0.3700	0.3540	<u>0.3710</u>	<u>0.3550</u>
San Antonio	0.363	0.3403	<u>0.364</u>	<u>0.3413</u>

**AMENDMENT NO. 4
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE COMPTROLLER OF PUBLIC ACCOUNTS
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES,
INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Comptroller of Public Accounts ("CPA" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council executed the Contract, by and for the Texas Building and Procurement Commission ("TBPC") with the Contractor on February 26, 2006;

WHEREAS, the Council and the Contractor executed Amendment #1 to the Contract on April 26, 2006, to revise the time periods for incentives;

WHEREAS, the Council and the Contractor executed Amendment #2 to the Contract on May 30, 2006 to properly reflect the Contractor's locations for rack prices by counties;

WHEREAS, the Council and the Contractor executed Amendment #3 to the Contract on June 13, 2006 to describe the process that will take place when fuel is purchased out of state and to increase the adder prices by \$.001 to allow for the Leaking Underground Storage Tank Tax that was extended;

WHEREAS, pursuant to House Bill 3560 of the 80th Legislature, Regular Session, those powers and duties which were not retained by the Texas Facilities Commission, *e.g.* statewide procurement functions of TBPC, were transferred to the Comptroller of Public Accounts ("CPA") on September 1, 2007; and,

WHEREAS, the Council and the Contractor now desire to amend the Contract, effective July 1, 2008, to address billings for transactions that are transmitted to Contractor as "fuel adjustments," "miscellaneous fuel" and "other fuel" (collectively, the "Miscellaneous Transactions");

NOW, THEREFORE, the Council and the Contractor, in consideration for the mutual covenants and agreements contained herein, agree that the Contract is respectively amended and modified to add the following requirements:

All Miscellaneous Transactions for the time period September 1, 2007 through June 30, 2008 ("Ten Month Period") and all Miscellaneous Transactions beginning July 1, 2008 going forward shall be handled as follows:

1. Miscellaneous Transactions categorized as a 'Fuel Adjustment' paid at the pump (Merchant Category Code 5542) that Contractor determines in its reasonable discretion to be a purchase of fuel will continue to be invoiced with the appropriate fuel Federal Excise taxes removed, based on the credit card history, and not included in the Pass-Through Threshold noted below.
2. The Miscellaneous Transactions for the Ten Month Period will be billed separately from the regular monthly invoice to each agency at the original purchase amount as regular transactions.
3. Outstanding Miscellaneous Transactions for the Ten Month Period will be clearly identified by date range in the billing as outstanding for the period. These invoices will be subject to the Texas Prompt Payment Act based on the invoice date.
4. All Miscellaneous Transaction beginning July 1, 2008 below the Pass-Through Threshold noted below will be billed as regular (non-fuel) transactions and will be included in regular monthly invoices.
5. Contractor will use its commercially reasonable efforts to prevent the number of Miscellaneous Transactions invoiced in any month from exceeding three percent (3%) of the total number of transactions invoiced for that month (the "Pass-Through Threshold"). If Miscellaneous Transactions going forward exceed the Pass-Through Threshold (except for reasons of force majeure, as defined by in Section 11.28 of the original RFP) in more than 2 months during the term of the Contract, then the Contractor shall suspend billing for all Miscellaneous Transactions until a corrective action plan is put in place and the transactions level is within the agreed upon limit. Once the action plan is in place and the transaction thresholds are in place, billing for Miscellaneous Transactions will resume as stated above. The Contractor will continue to pursue decreasing the number of pass through transactions by working closely with the merchants and MasterCard.
6. The parties agree that these terms constitute the entire agreement to resolve the Miscellaneous Transactions and shall be incorporated into the Contract.

The Council and the Contractor agree that with each rebate payment, the Contractor will submit to the Council a settlement statement signed by the Contractor's finance officer detailing the rebate calculations. The statement will attest to the methodology applied to the rebate calculation and will be consistent with generally accepted accounting practices.

The parties have caused this Amendment No. 4 to be executed in duplicate counterparts, each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative. By the signing of this amendment, the parties hereto understand and agree that this amendment is hereby made a part of the Contract, as though the amendment were set forth word-for-word therein.

The Contract is amended only as expressly provided in this Amendment No. 4. Except as expressly modified by this Amendment No 4, the terms of the Contract remain unchanged, and the Contract is hereby ratified and confirmed by the parties in all respects. In the event of any inconsistency between the terms of the Contract and the terms of this Amendment No. 4, this Amendment No. 4 shall prevail.

State Council on Competitive Government

Comdata Corporation

Date:

By:

Date:

By:

Randy Morgan
Senior Vice President & General
Manager

TransMontaigne Product Services, Inc.

Date:

By:

Rod Hill
Executive Vice President

**STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE
STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE TEXAS
BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC**

Definitions:

“Agreement” means: that certain contract for electronic fuel dispensing and fleet card processor services by and between the State Council on Competitive Government by and for the Texas Building and Procurement Commission (“TBPC”), COMDATA NETWORK, INC. (“Comdata”) and TransMontaigne Product Services, Inc. (“TransMontaigne”) dated February, 2006 (Comdata and TransMontaigne are hereinafter referred to as “Contractor”).

Participating State Agency

HIDALGO COUNTY

(Legal Name of Entity)

100 E CANO 4TH FLOOR

(Billing Address)

EDINBURG, TEXAS 78539

(City, State and Zip Code)

74-6000717

[Federal, State or 501 (c) (3) Tax Identification Number]

MARTHA L. SALAZAR, PURCHASING AGENT

(Contact person name and title)

All other capitalized terms used in this Service Contract without definition have the meanings set forth in the Agreement.

Agreements of Contractor and Public Procurement Unit:

1. Participating State Agency represents that it is authorized by the laws of the State of Texas to enter into this Service Contract and to become a Participating State Agency under the Agreement.
2. Participating State Agency hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of a Participating State Agency under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary

information for the administration of the Agreement. Participating State Agency agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating State Agency's account.

3. Participating State Agency's Fleet Contact is set forth above. The Fleet Contact is authorized to order Cards and request "lock out" of lost or stolen Cards.

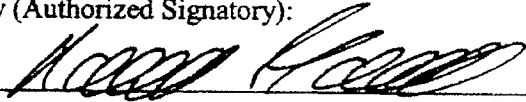
4. Participating State Agency acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Service Contract may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Participating State Agency and this Service Contract is the valid and binding obligation of the Participating State Agency, enforceable in accordance with its terms.

[signatures on following page]

Name of Participating State Agency:

HIDALGO COUNTY

• By (Authorized Signatory):



Approved by Commissioners' Court
on 10-24-06

Print Name: RAMON GARCIA
HIDALGO COUNTY JUDGE

This Service Contract shall not become binding until
accepted by Contractor.

COMDATA NETWORK, INC.

By: 

Title: SI VP-CM

Date: 11-3-04

TRANSMONTAIGNE PRODUCT SERVICES, INC.

By: 

Title: ZVP

Date: 11/6/06

COMDATA FUEL CARDS

HIDALGO COUNTY

***CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL
ORGANIZATION USE (GASOLINE OR AVIATION FUEL)***
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539


Eddy Treviño, County Clerk

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE (GASOLINE OR AVIATION FUEL)

(To support vendor's claim for a credit or payment under § 6416(a)(4) of the Internal Revenue Code.)

Name, address and employer identification number of ultimate vendor:

TransMontaigne Product Services Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
Federal Tax Identification Number - 84-1477374

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under the penalties of perjury"

Buyer will use the gasoline or aviation gasoline to which this certificate relates (check one):

- For the exclusive use of a state; or
- For the exclusive use of a nonprofit educational organization.

This certificate applies to the following (complete as applicable):

- This is a single purchase certificate:
 1. _____ Invoice or delivery ticket number
 2. _____ Number of gallons

This is a certificate covering all purchases under a specified account or order number:

1. Effective date _____
2. Expiration date _____ (period not to exceed 1 year after the effective date)
3. Buyer account number _____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer acknowledges that it has not and will not claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

RAMON GARCIA

 Printed or typed name of person signing
 HIDALGO COUNTY JUDGE

 Title of person signing
 MARTHA L. SALAZAR

 Name of Buyer
 74-6000717

 Employer identification number
 100 E CANO, 4TH FLOOR EDINBURG, TEXAS 78539

 Address of Buyer

 Signature and date signed

**** Please see attached page for specific language from Publication 378 [page(s) 7,8 and 9] Model Certificate D (Federal Tax Only)**

Approved by Commissioners' Court
on 10-24-06

COMDATA FUEL CARDS

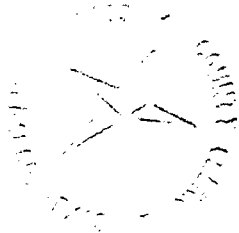
HIDALGO COUNTY

***CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL
ORGANIZATION USE (GASOLINE OR AVIATION FUEL)***
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539


Eddy Treviño, County Clerk



Publication 378

Page 7

Exclusive Use by a Nonprofit Educational Organization (No. 13)

Exclusive use by a nonprofit educational organization means fuel used by an organization exempt from income tax under section 501(a) of the Internal Revenue Code that meets both of the following requirements.

- It has a regular faculty and curriculum.
- It has a regularly enrolled body of students who attend the place where the instruction normally occurs.

A nonprofit educational organization also includes a school operated by a church or other organization described in section 501 (c) (3) of the Internal Revenue Code if the school meets the above requirements.

Exclusive Use by a State, Political Subdivision of a State, or the District of Columbia (No. 14)

Exclusive use by a state, political subdivision of a state, or the District of Columbia means fuel purchased by the state or local government for its exclusive use. A state or local government is any state, any political subdivision thereof, or the District of Columbia. An Indian tribal government is treated as a state only if the fuel is used in an activity that involves the exercise of an essential tribal government function. Gasoline, diesel fuel, and kerosene used by the American Red Cross are considered to be the use of these fuels by a state.

Page 8 and 9 under # 3. Filing Claims

Nonprofit educational organization and state use. To make a claim as an ultimate vendor (nonprofit educational organization or state), you must have a UV registration number. If you sell gasoline or aviation gasoline to a nonprofit educational organization for its exclusive use or to a state or local government for its exclusive use, you must keep the following information.

- The name and taxpayer identification number of each person (nonprofit educational organization or government unit) that bought the fuel.
- The number of gallons sold to each person.
- An unexpired certificate from the buyer. See Model Certificate D on page 18. The certificate expires on the earlier of one year after the date of the certificate or the date a new certificate is given to the registered ultimate vendor.

Instructions for completing the Certificates:

Certificate For State Use or Nonprofit Educational Organization Use (Gasoline or Aviation Fuel)

Select one of the two options (as referenced in Publication 378 defining No. 14 for a State or No. 13 for a Nonprofit Educational Organization – see above). The next item regarding single

purchase certificate is not applicable at this time for this program. The fourth item has been checked for you, covering all purchases. The applicable information in numbers 1, 2, 3 (Effective Date, Expiration Date and Buyer Account Number) will be filled in by TransMontaigne at a later time. Please complete the bottom of the Certificate, including a signature and date.

Once the completed Certificate is submitted and accepted, your account is set up and cards have been ordered, to finalize the Certificate, TransMontaigne will return a copy of the Certificate to the buyer for their records, with the applicable information completed for the fourth item.

Certificate of Farming Use or State Use (Kerosene or Diesel Fuel)

Items A. 3. for "the exclusive use of a State or local government, or the District of Columbia" and B. 2., covering all purchases under a specified account or order number, have already been checked. The applicable information under item B. 2. (a. Effective Date, b. Expiration Date and c. Buyer Account Number) will be filled in by TransMontaigne at a later time. Please complete the bottom of the Certificate, including a signature and date.

Once the completed Certificate is submitted and accepted, your account is set up and cards have been ordered, to finalize the Certificate, TransMontaigne will return a copy of the Certificate to the buyer for their records, with the applicable information completed under item B. 2.

CERTIFICATE OF FARMING USE OR STATE USE (KEROSENE OR DIESEL FUEL)
(To support vendor's claim for a credit or payment under section 6427 of the Internal Revenue Code.)

Name, address and employer identification number of ultimate vendor:
TransMontaigne Products Services, Inc.
1670 Broadway Street, Suite 3100
Denver, CO 80202
Federal Tax Identification Number - 84-1477374

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

A. Buyer will use the diesel fuel or kerosene to which this certificate relates — (check one):

1. On a farm for farming purposes (as defined in §48.6420-4 of the Manufacturers and Retailers Excise Tax Regulations) and Buyer is the owner, tenant, or operator of the farm on which the fuel will be used;

2. On a farm as defined in §48.6420-4(c)] for any of the purposes described in paragraph (d) of that section (relating to cultivating, raising, or harvesting) and Buyer is not the owner, tenant, or operator of the farm on which the fuel will be used; or

3. For the exclusive use of a State or local government, or the District of Columbia.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here and enter:

- a. Invoice or delivery ticket number _____
b. _____ Number of gallons

2. If this is a certificate covering all purchases under a specified account or order number, check here and enter:

- a. Effective date _____
b. Expiration date _____ (period not to exceed 1 year after the effective date)
c. Buyer account or order number _____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

If Buyer uses the diesel fuel or kerosene to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for any tax.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

RAMON GARCIA

Printed or typed name of person signing

HIDALGO COUNTY JUDGE

Title of person signing

MARTHA L. SALAZAR

Name of Buyer

74-6000717

Employer identification number

100 E CANO 4TH FLOOR, EDINBURG, TEXAS 78539

Address of Buyer



Signature and date signed

Approved by Commissioners' Court
on 10-24-06

Model Certificate B (Federal Tax Only)

COMDATA FUEL CARDS

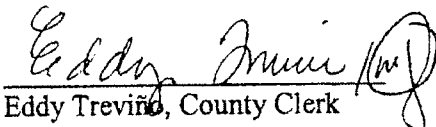
HIDALGO COUNTY

CERTIFICATE OF FARMING USE OR STATE USE (KEROSENE OR DIESEL FUEL)

Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539


Eddy Trevino, County Clerk



**STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE
STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE TEXAS
BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC**

Definitions:

“Agreement” means: that certain contract for electronic fuel dispensing and fleet card processor services by and between the State Council on Competitive Government by and for the Texas Building and Procurement Commission (“TBPC”), COMDATA NETWORK, INC. (“Comdata”) and TransMontaigne Product Services, Inc. (“TransMontaigne”) dated February, 2006 (Comdata and TransMontaigne are hereinafter referred to as “Contractor”).

Participating State Agency

HIDALGO COUNTY

(Legal Name of Entity)

100 E CANO 4TH FLOOR

(Billing Address)

EDINBURG, TEXAS 78539

(City, State and Zip Code)

74-6000717

[Federal, State or 501 (c) (3) Tax Identification Number]

MARTHA L. SALAZAR, PURCHASING AGENT

(Contact person name and title)

All other capitalized terms used in this Service Contract without definition have the meanings set forth in the Agreement.

Agreements of Contractor and Public Procurement Unit:

1. Participating State Agency represents that it is authorized by the laws of the State of Texas to enter into this Service Contract and to become a Participating State Agency under the Agreement.

2. Participating State Agency hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of a Participating State Agency under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary

information for the administration of the Agreement. Participating State Agency agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating State Agency's account.

3. Participating State Agency's Fleet Contact is set forth above. The Fleet Contact is authorized to order Cards and request "lock out" of lost or stolen Cards.

4. Participating State Agency acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Service Contract may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Participating State Agency and this Service Contract is the valid and binding obligation of the Participating State Agency, enforceable in accordance with its terms.

[signatures on following page]

Name of Participating State Agency:

HIDALGO COUNTY

• By (Authorized Signatory):

Ramon Garcia

Approved by Commissioners' Court
on 10-24-06

Print Name: RAMON GARCIA,
HIDALGO COUNTY JUDGE

This Service Contract shall not become binding until
accepted by Contractor.

COMDATA NETWORK, INC.

By: _____

Title: _____

Date: _____

TRANSMONTAIGNE PRODUCT SERVICES, INC.

By: _____

Title: _____

Date: _____

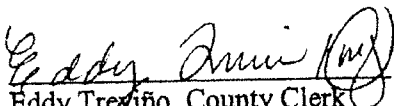
COMDATA FUEL CARDS

HIDALGO COUNTY

*STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE
STATE COUNCIL ON COMPETITIVE GOVERNMENT BY AND FOR THE
TEXAS BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC
Approved in CC on October 24, 2006*

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539


Eddy Treviño, County Clerk

