



## SOLICITATION RESPONSE & PROPOSAL

For



### THE COOPERATIVE PURCHASING NETWORK

### Solicitation for FUEL CARD SERVICES AND RELATED PRODUCTS

**Solicitation Number 12-13**

**Proposal Opening Date: Thursday, February 9, 2012**

**Proposal Opening Time: 10:00 AM**

**Response By:**

**FleetCor Technologies Operating Company, LLC  
d.b.a.: FleetCor, The Global Fleet Card Company; and FUELMAN  
*Provider of the Fuelman Fleet Card***

**Submitted to:**

**The Cooperative Purchasing Network  
11280 West Road  
Houston, Texas 77065**

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## **TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM**

**Pages in this section contain the  
VENDOR CONTRACT AND  
SIGNATURE FORM (Tab 1 of the  
SOLICITATION)**

**(Document completed and signed)**

## **TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM**

### **VENDOR CONTRACT**

Between FleetCor Technologies Operating Company, LLC d.b.a. Fuelman and

**THE COOPERATIVE PURCHASING NETWORK (TCPN)**

**For**

**Fuel Card Services & Related Products**

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

### **GENERAL TERMS AND CONDITIONS**

#### **Cancellation for non-performance or contractor deficiency:**

TCPN may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TCPN reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

### **COOPERATIVE PURCHASING**

This contract is based on the need for TCPN to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements

### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Assignment of Contract**

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

## **FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

**Parol evidence:** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

**Vendor contract documents:** TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

## **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one –year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

### **Ordering Procedures**

Purchase orders are issued by participating entities to the awarded vendor stating “*Per TCPN Contract*”.

### **Audit rights**

Supplier shall, at Supplier’s sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TCPN shall have the authority to conduct random audits of Supplier’s pricing that is offered to eligible entities at TCPN’s sole cost and expense.

Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier’s pricing at Supplier’s sole cost and expense. TCPN may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

### **Contract placed on hold**

TCPN shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

### **Novation**

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.



## Order of precedence

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

## Inspection & Acceptance

Contractor shall deliver said materials purchased on this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

## SITE REQUIREMENTS

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at an schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Stored materials:** Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure

location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member’s request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

**Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.

**Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**Reporting**

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

**Vendor Name**  
**TCPN Report**  
**Month or Quarter**

Entity Name	Zip Code	State	PO or Job#	Sale Amount

**Total** \_\_\_\_\_

**Payments**

The entity using the contract will make payments directly to the awarded vendor.

**Pricing**

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a

reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### **Price reduction and adjustment**

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

## **PRODUCT LINES**

### **Current products**

Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

**Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**Product line:** Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

## Administrative Fees

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

***The vendor agrees to pay \$0.005 per gallon on purchases of fuel. For non-fuel purchases vendor agrees to pay the percentage of the settlement fees collected from the merchants from the chart above.***

## Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

## Indemnity

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

## Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

## Marketing

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

## **Supplemental Agreements**

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

## **Certificates of Insurance**

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

## **Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

## **Protest**

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely

within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Miscellaneous**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

## **STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama *	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages, and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE

CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADD0 PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH  
SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT



BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOHAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDOPARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPUQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATON CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

## **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

### **Check one of the following responses to the General Terms and Conditions:**

☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final. )*

**NOTE: Behind TAB 9 FleetCor introduces its FleetCor Terms & Conditions and any additional Exceptions Taken.**

## SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name FleetCor Technologies Operating Company, LLC d.b.a. Fuelman  
Address 5445 Triangle Parkway, Suite 400  
City/State/Zip Norcross, GA 30092  
Telephone No. (800) 877-9019 xt. 19195  
Fax No. (770) 449-3471  
Email address todd.house@fleetcor.com  
Printed name Todd House  
Position with company President, US Direct Business  
Authorized signature 

Accepted by The Cooperative Purchasing Network:

ACKNOWLEDGEMENT OF ADDENDUM NUMER: # 1 (Received 1/17/2012)

Term of contract 3-12-2012 to 3-31-2015

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

  
Director of TCPN - Senior Vice President

3/13/12  
Date

Jason Wicke  
Print Name

  
Authorized Signature

3/14/12  
Date

Bob Baker  
Print Name

TCPN Contract Number R5127

## **TAB 2 – QUESTIONNAIRE**

**Pages in this section contain the  
required completed Questionnaire  
(Tab 2 of the SOLICITATION)**

**(Completed Form)**

## **TAB 2 – QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### **1. States Covered**

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

☒ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

**MasterCard Product**  
**Only outside the 50**  
**U.S. & District of**  
**Columbia**

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

### **2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

#### **a. Minority/Women Business Enterprise**

Respondent certifies that this firm is an M/WBE

☐ Yes ☒ No

#### **b. Historically Underutilized Businesses**

Respondent certifies that this firm is a HUB

☐ Yes ☒ No

### 3. Residency

Responding Company's principal place of business is in the city of Norcross (Atlanta) State of GA.

### 4. Felony Conviction Notice

Please check applicable box:

- ☒ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

### 5. Processing Information

Company contact for:

#### Contract Management

Contact Person: Mark Roberts

Title: Director - Acct Management, Gov't Bids & Contracts

Company: FleetCor Technologies Operating Company, LLC d.b.a. Fuelman

Address: 2015 Ayrley Town Blvd., Suite 202

City: Charlotte State: N.C. Zip: 28273

Phone: (704) 853-2662 Fax: (704) 853-1945

Email: markr@fleetcor.com

#### Billing & Reporting/Accounts Payable

Contact Person: Lavonne Spivey

Title: Sales Administrator

Company: FleetCor Technologies Operating Company, LLC d.b.a. Fuelman

Address: 5445 Triangle Parkway, Suite 400

City: Norcross State: GA Zip: 30092

Phone: (800) 877-9019 xt 19086 Fax: \_\_\_\_\_

Email: lspivey@fleetcor.com



## Marketing

Contact Person: Susan Fischer  
Title: VP Internet & Direct Marketing  
Company: FleetCor Technologies Operating Company, LLC d.b.a. Fuelman  
Address: 5445 Triangle Parkway, Suite 400  
City: Norcross State: GA Zip: 30092  
Phone: (800) 877-9019 xt. 19151 Fax: (770) 449-3471  
Email: susan.fischer@fleetcor.com

**6. Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☒ Manufacturer direct      ☐ Certified education/government reseller  
☐ Authorized distributor      ☒ Manufacturer marketing through reseller  
☐ Value-added reseller      ☐ Other \_\_\_\_\_

**7. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☐ Yes ☒ No

*(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)*

- Pricing submitted includes the required TCPN administrative fee.

☐ Yes ☒ No

*(Fee calculated based on invoice price to customer)*

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☒ No

**8. Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Houston – Galveston Area Council of Governments (H-GAC)			
Charlotte Cooperative Purchasing Alliance (CCPA)			

### **TAB 3 – COMPANY PROFILE**

**Pages in this section contain FleetCor's  
responses to the questions in the  
required Company Profile  
(Tab 3 of the SOLICITATION)**

## **TAB 3 – COMPANY PROFILE**

### **Information About Your Company**

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market
6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2009, 2010, 2011
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2009, 2010, 2011
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
17. List the dollar volume your company completes in the Fuel, Fueling Services and Fuel Card market annually.
18. Describe your call center organization.
19. Does your company offer a dedicated, 800 number for all locations? Is the call center available 24 hours/7 days week?
20. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
21. Describe your company's perform turnkey fueling system projects, including retrofitting a fueling station, renovating a fueling station, or building a fueling station.
22. Provide who will provide the administrative support services including the person(s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
23. What support documents does your company provide to the government entity after agreeing to implement a fueling program?
24. Describe what technical resources your company will provide to support the government entities' projects.
25. What equipment/system support documents will your company provide?
26. Describe the measurement options your company intends on providing the government entities.
27. Indicate if your company will accept all forms of purchase orders.
28. What credit requirements are required by the government entity in order for your company to accept a purchase order.
29. Identify the process of receiving a purchase order to the ordering of equipment.
30. Identify the process of receiving a purchase order to the providing of a service contract.
31. Identify the process of receiving a purchase order and implementing a turnkey installation project.
32. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
33. Does your company offer an Internet management solution or an internet Fuel Card tracking system? If so, provide detailed information related to the features and benefits related to your solution. Is there a dedicated staff to address any issues with the system or access?
34. Describe how your company will invoice the government entity. Include a process map.
35. Is your company able to send quotes in electronic format via email.
36. Discuss the invoicing options your company offers and the payment terms for each.

37. Is your company capable of handling Electronic Funds Transfer (EFT) payment?
38. If so, what EFT formats (CTX, CPT, etc.) do you currently support?
39. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?
40. Is your company willing to accept a cut off of invoices not submitted within a 90- day period or 120 day period?
41. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
42. What states would your company not honor pricing and services for this contract?
43. Describe your company's shipping schedule notification procedures.
44. Describe how your company deals with operations delays. How do you notify your customer of delays?
45. Provide your process for delivering an initial shipment of Fuel Cards and subsequent ordering for Fuel Cards.
46. Describe the process of reporting lost or stolen Fuel Cards and how long it takes to re-issue Fuel Cards.
47. What is your percentage of on-time delivery of each Fuel Card implementation, once a timeline has developed?
48. Provide evidence of your company's ability to work with government entities to continuously lower their process costs, especially energy costs.
49. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
50. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution. What does your company do to expedite quotes to the government entity and track completion from the service centers?
51. How does your company track Fuel Cards?
52. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

## **Marketing / Sales**

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
  - a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated TCPN internet web-based homepage with:
    - TCPN Logo
    - Link to TCPN website
    - Summary of contract and services offered
    - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
3. Explain how your company plans to market this agreement to existing government customers.
4. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
5. Describe how you intend on train your national sales force on the TCPN agreement.
6. Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
7. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$\_\_\_\_\_ in year one

\$\_\_\_\_\_ in year two

\$\_\_\_\_\_ in year three

## **Administration**

1. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
2. Describe the capacity of your company to report monthly sales through this agreement.
3. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency
4. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

## **Green Initiatives**

- We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, promote energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

**Vendor Certifications (if applicable)**

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

### **TAB 3 - COMPANY PROFILE (Responses to Tab 3 Questions/Requested Information)**

In the Paragraphs below FleetCor provides answers to the questions in the SOLICITATION under section titled TAB 3 – COMPANY PROFILE.

#### **INFORMATION ABOUT YOUR COMPANY**

Please provide the following:

##### **1. Company's official registered name.**

###### **FleetCor Response:**

The proposing company for this SOLICITATION and potential contract is FleetCor Technologies Operating Company, LLC which is a Georgia limited liability company and is wholly owned by FleetCor Technologies, Inc. (a Delaware corporation). The company does business as: FleetCor - The Global Fleet Card Company; FleetCor Technologies; and Fuelman. For sake of this SOLICITATION response we shall refer to ourselves in short as either "FleetCor", "FleetCor Technologies" or "Proposer".

##### **2. Brief history of your company, including the year it was established.**

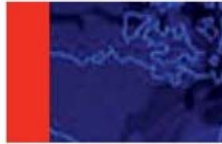
###### **FleetCor Response:**

FleetCor's predecessor company was established in May of 1986. In 2000, our current chief executive officer joined the company, we changed our name (parent company) to FleetCor Technologies, Inc. and re-domesticated as a Delaware corporation, so 2000 is commonly referred to this as the year established for FleetCor. The company and the Fuelman business have actually been in existence for approximately 26 years. FleetCor Technologies Operating Company, LLC was formed in December 2004.

FleetCor is a leading independent global provider of specialized payment products and services including fleet cards, food cards, corporate lodging cards and other specialized payment services for businesses (and governments) throughout the world. FleetCor operates in 21 countries worldwide with over 1,500 employees, processing nearly 200 million transactions per year and yearly revenue approaching \$500 million. The parent company (FleetCor Technologies, Inc.) became a publically traded company in December 2011 (NYSE: FLT).
















The image on next page provides an overview of the Lines of Business FleetCor operates and the Client Base by business line.





### FleetCor's Lines-of-Business...

FleetCor goes to market through four primary lines of business which collectively serve 535,000 businesses and 2.5 million cardholders.

	U.S. Direct	U.S. Private Label	Europe	CLC Lodging
<b>Target Customer</b>	Fleet Operators	Major Oils & Petroleum Marketers	Fleet Operators & Major Oils	Fleet Operators
<b>Brands</b>	 	     	     	
<b># of Active Customers</b>	29,000	375,000	120,000	11,000
<b># of Active Cards</b>	450,000	1,160,000	800,000	90,000

### 3. Company's Dun & Bradstreet (D&B) number.

#### FleetCor Response:

Our DUNS number is: 61-941-5789

### 4. Corporate office location.

#### FleetCor Response:

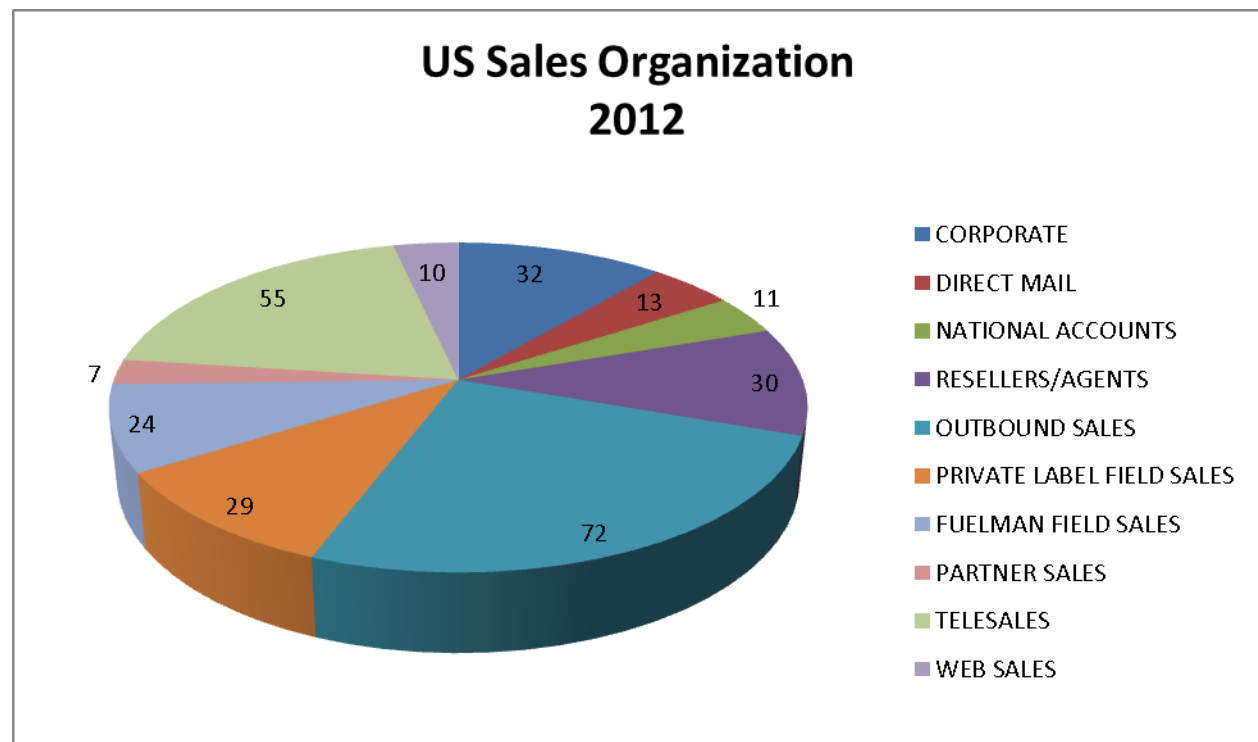
The company's corporate headquarters are located at 5445 Triangle Parkway, Suite 400, Norcross, GA 30092.

**5. List the total number of sales persons employed by your organization within the United States, broken down by market**

**FleetCor Response:**

FleetCor's US Sales force is over 250 associates which include FleetCor employees and our contractors. We cover every single region of the US, from Hawaii to Maine to Texas to Minnesota through multiple sales channels. Our channel view is shown in the table and graph below, which includes salespersons employed externally by our Resellers/Agents.

TEAM	FLEECOR		Total
	INTERNAL	External	
CORPORATE	2		32
DIRECT MAIL	13		13
NATIONAL ACCOUNTS	11		11
RESELLERS/AGENTS		30	30
OUTBOUND SALES	72		72
PRIVATE LABEL FIELD SALES	29		29
FUELMAN FIELD SALES	24		24
PARTNER SALES	7		7
TELESALES	12	43	55
WEB SALES	10		10
Grand Total	180	73	253



**6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.**

**FleetCor Response:**

The following table lists our office facilities in the U.S. along with the office use. Other than our corporate headquarters which houses several specific sales groups including Web and Outbound Sales, our company has limited numbers of offices housing Field Sales Reps, since most field sales reps work from home/offices.

To avoid redundancy in this response, under question # 7 below we provide the list of names of key contacts for the areas requested including title, address, phone and email address.

<b>Facility</b>	<b>Address</b>	<b>Use</b>
Norcross, Georgia (Corporate HQ)	5445 Triangle Parkway, Suite 400 Norcross, GA 30092	Georgia Corporate headquarters, Sales & Marketing, Credit/Risk
Norcross, Georgia (Operations)	420 Technology Parkway, Suite 150 Norcross, GA 30092	Georgia Operations Office (Client Services, Merchant Services, Billing Services)
Covington, Louisiana	1001 Service Road East Hwy 190 Suite 200, Covington, LA 70433	Accounting, Treasury, Merchant Authorization Call Center, Nat'l Accounts Customer Service
Houston, Texas	555 E. Airtex Drive Houston, TX 77073	Collections, Sales & Strategic Accounts Support
Carlsbad, California	2701 Loker Avenue, Suite 220 Carlsbad, CA 92010	Customer support (Private Label)
Concord, California	1140 Galaxy Way, Suite 150 Concord, CA 94520	Customer support (Chevron/Texaco)
Wichita, Kansas	8111 E. 32 <sup>nd</sup> St. N., Suite 300 Wichita, KS 67226	CLC Lodging operations and customer support
Charlotte, NC	2015 Ayrsley Town Blvd., Suite 202 Charlotte, NC 28273	Sales & Government Contract Office
Vicksburg, MS	2524 South Frontage Road Suite B Vicksburg, MS 39180	Mississippi Field Office (Sales, Strategic Accts Support, Collections)

**Resellers**

In addition to FleetCor offices, we have approximately **10** Re-sellers of the Fuelman program throughout the U.S. who are also referred to as Agents or Co-brand Associates (herein "Resellers"). These Resellers are independent businesses that have their own ownership, office facilities, sales staff, client support staff and management personnel. We do not provide a full list of all these Reseller offices in this response however if awarded the contract we will work with TCPN to provide a complete list of the office names, contact persons, email/street addresses and phone numbers for any Resellers that desire to market and participate as Resellers in the TCPN program. FleetCor desires for our Resellers to have the ability to sell the Fuelman program to eligible TCPN Participants (under the TCPN program/contract) in their local markets.

**7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:**

- a. Sales**
- b. Sales Support**
- c. Marketing**
- d. Financial Reporting**
- e. Executive Support**

**FleetCor Response:**

In the table below we provide the contact information for the person(s) who will be responsible for the areas listed above.

<b>Item</b>	<b>Area</b>	<b>Contact Person/Title</b>	<b>FleetCor Office</b>	<b>Email Address</b>	<b>Phone</b>
<b>a.</b>	Sales	Paul Citarella SVP Sales and Marketing	Norcross, GA (Corporate HQ)	<a href="mailto:paul.citarella@fleetcor.com">paul.citarella@fleetcor.com</a>	(770) 729-3165
		Mike Fletcher Senior Sales Representative	Houston, TX	<a href="mailto:mfletcher@fleetcor.com">mfletcher@fleetcor.com</a>	(713) 882-0092
		Scott Maddox Gen. Mgr. Fuelman Marketers (Resellers)	Charlotte, NC	<a href="mailto:scott.maddox@fleetcor.com">scott.maddox@fleetcor.com</a>	704-650-7415
<b>b.</b>	Sales Support	Dana Cobb Campaign Manager	Norcross, GA (Corporate HQ)	<a href="mailto:dana.cobb@fleetcor.com">dana.cobb@fleetcor.com</a>	(770) 729-5017
<b>c.</b>	Marketing	Susan Fischer VP Internet & Direct Marketing	Norcross, GA (Corporate HQ)	<a href="mailto:susan.fischer@fleetcor.com">susan.fischer@fleetcor.com</a>	(678) 969-7628
<b>d.</b>	Financial Reporting	Steve Pisciotta Treasurer	Covington, LA	<a href="mailto:spisciotta@fleetcor.com">spisciotta@fleetcor.com</a>	(985) 809-2520
<b>e.</b>	Executive Support	Mark Roberts, Director – Acct Mgmt, Gov't Bids & Contracts	Charlotte, NC	<a href="mailto:markr@fleetcor.com">markr@fleetcor.com</a>	(704) 853-2662
		Todd House, President – US Direct Business	Norcross, GA (Corporate HQ)	<a href="mailto:todd.house@fleetcor.com">todd.house@fleetcor.com</a>	(678) 969-7608

**RESUMES**

On the pages that follow we provide an abbreviated Bio/Resume for all individuals listed in the table above.

<b>Name:</b>	<b>Paul J Citarella</b>
<b>Title:</b>	Senior Vice President – Sales and Marketing
<b>Contact Info:</b>	Direct Line: 770-729-3165 Fax: 770-449-0479 5445 Triangle Parkway, Suite 400 Norcross, GA 30092 Email: <a href="mailto:paul.citarella@fleetcor.com">paul.citarella@fleetcor.com</a>
<b>Education:</b>	University of Arizona
<b>Position &amp; Duties:</b>	Responsible for managing all the sales and marketing activity for FleetCor US Sales
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>2008 to Present. FleetCor – SVP Sales and Marketing</b> Responsible for driving high growth through multi-channels including <ul style="list-style-type: none"> <li>- Outbound Sales</li> <li>- Inbound Sales</li> <li>- Direct Mail</li> <li>- Web</li> <li>- By leveraging an integrated sales and marketing approach</li> </ul> </li> <li>• <b>2004 to 2007, Alogent Corporation EVP and GM</b> Hired as the #2 person for this \$20 million private company that was focused on driving payment solutions to the financial services industry. Two key goals at the start were to penetrate the US market and position company for an exit.</li> <li>• <b>2003 to 2004 – Harland VP and GM</b> Hired to rebuild this \$55 million marketing services division, which provides analytic and direct marketing solutions to the banking, brokerage and credit card industries. Managed all day-to-day activities that include sales, account management, marketing, model development, finance and operations.</li> </ul>

<b>Name:</b>	<b>Mike Fletcher</b>
<b>Title:</b>	Senior Sales Rep
<b>Contact Info:</b>	Direct Line: 713-882-0092 Toll Free: Fax: 281-973-7293 555 E Airtex Houston, TX 77073 Email: <a href="mailto:mfletcher@fleetcor.com">mfletcher@fleetcor.com</a>
<b>Education:</b>	BS from FSU major in Biology minor in Chemistry
<b>Position &amp; Duties:</b>	As Senior Sales Rep Mike will be responsible for managing the overall client relationship in TX and SE LA dealing with all municipal entities and nonprofit members of TCPN, working as a consultant to establish card controls, account structure and overall best practices, as well as submitting the fuel card order to customer service for processing and training the fleet managers on fleetnet.
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>1992 to Present.</b> Twenty years of experience in the fuel card industry.</li> </ul>

<b>Name:</b>	<b>Scott Maddox</b>
<b>Title:</b>	GM, Fuelman Marketers
<b>Contact Info:</b>	Direct Line: 704-650-7415 Fax: 704-280-8466 2015 Ayrley Town Blvd., Suite 202 Charlotte, NC 28273 Email: <a href="mailto:scott.maddox@fleetcor.com">scott.maddox@fleetcor.com</a>
<b>Education:</b>	Western Carolina University Bachelor of Science
<b>Position &amp; Duties:</b>	As General Manager of Fuelman Marketers Scott oversees, develops and maintains a national network of Fuelman resellers. Scott has a dual focus of strengthening existing marketer relationships and developing new ones.
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>2011 to Present: FleetCor Technologies, Inc.</b> General Manager Fuelman Marketers</li> <li>• <b>2010 – 2011: FleetCor Technologies, Inc.</b> Sales Manager, Charlotte Metro Region</li> <li>• <b>2005 – 2010: People's Choice Mortgage, Inc.</b> President, Sales and Operations</li> </ul>

<b>Name:</b>	<b>Dana Cobb</b>
<b>Title:</b>	Marketing Campaign Manager
<b>Contact Info:</b>	Direct Line: (770-729-5017) Fax: 770-449-0479 5445 Triangle Parkway, Suite 400 Norcross, GA 30092 Email: <a href="mailto:dana.cobb@fleetcor.com">dana.cobb@fleetcor.com</a>
<b>Education:</b>	University of Georgia Bachelor of Arts – Psychology  Kennesaw Continuing Education Meeting Planning
<b>Position &amp; Duties:</b>	The FleetCor Marketing Campaign Manager for the US Sales teams' main initiative is assisting sales teams in driving growth. This role is a key position supporting our sales teams, in all campaign management and post sales activity. This position works very closely with sales, product management and marketing, where they are managing all aspects of the US campaigns. Specifically, this role also has the responsibility of assisting with campaign definition, execution and tracking.
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>2011 to Present. FleetCor Technologies, Inc.</b> Marketing Campaign Manager. Position described above.</li> <li>• <b>2004 to 2011: Jack Henry &amp; Associates, Inc.</b> Marketing Manager/ Sales Analyst/Event Coordinator/Marketing Support Specialist – Lead Generation</li> <li>• <b>2003 to 2004: Applied Global Technologies.</b> Vendor Liaison/Inside Sales Support</li> <li>• <b>1999 to 2003: Polycom Incorporated.</b> Marketing Assistant/Administrator /Program Analyst/Marketing Specialist</li> </ul>

<b>Name:</b>	<b>Susan Fischer</b>
<b>Title:</b>	Vice President Online and Direct Marketing
<b>Contact Info:</b>	Direct Line: 678-969-7628 Toll Free: 800-977-9019 ext 19151 Fax: 770-449-0479 5445 Triangle Parkway, Suite 400 Norcross, GA 30092 Email:
<b>Education:</b>	BA University of Southern Illinois, Carbondale IL
<b>Position &amp; Duties:</b>	Susan's customer acquisition marketing team will be responsible for building appropriate web pages, online marketing campaigns, content development, and generating online traffic to the applications for the TCPN programs. The applications and leads for smaller fleets are funneled to inside sales teams to be closed while the leads for larger customers are handed over to the field sales teams. Together these teams form a cohesive sales funnel to maximize selling opportunities with each potential customer we touch.
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>July 2011 to present: FLEETCOR</b> – Vice President Online and Direct Marketing</li> <li>• <b>2008 to 2011: Vice President eCommerce Lane Bryant</b> Develop and drive online sales of product through website and online marketing programs</li> <li>• <b>1999 to 2007: Vice President eCommerce Sharper Image</b> Develop and drive online sales of product through website and online marketing programs</li> </ul>

<b>Name:</b>	<b>Steven Pisciotta</b>
<b>Title:</b>	VP and Treasurer
<b>Contact Info:</b>	Direct Line: 985-809-2520 Toll Free: 800-977-9019 ext 11020 Fax: 985-809-2519 1001 Service Road East Highway 190 Suite 200 Covington, La. 70433 Email: spisciotta@fleetcor.com
<b>Education:</b>	B.S. in Accounting from the University of New Orleans
<b>Position &amp; Duties:</b>	Responsible for Corporate Treasury for Fleetcor and its subsidiaries
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>January 1999 to present – FleetCor Technologies.</b> Vice President and Treasurer</li> <li>• <b>January 1993 to December 1998 – Entergy Corporation.</b> Accounting Manager</li> <li>• <b>January 1987 to December 1993 – KPMG.</b> Auditor</li> </ul>

<b>Name:</b>	<b>Mark Roberts</b>
<b>Title:</b>	Director, Government Bids & Contracts
<b>Contact Info:</b>	Direct Line: 704-853-2662 Toll Free VM w/Page: 800-977-9019 ext 12511 Fax: 704-853-1945 Mobile: 704-674-6848 2015 Ayrsley Town Blvd., Suite 202 Charlotte, NC 28273 Email: <a href="mailto:markr@fleetcor.com">markr@fleetcor.com</a>
<b>Education:</b>	Appalachian State University Bachelor of Science, Business Administration
<b>Position &amp; Duties:</b>	As Director of Account Management, Bids & Contracts, Mark serves as a business manager overseeing large contractual customer relationships such as with State and City/County governments with a goal of satisfied customers and customer retention. Mark also serves as a bid and contract specialist for FleetCor focusing primarily on re-bids with existing customers. Mark oversees a team of Account Managers that work closely with government contract customers as well as large commercial accounts throughout the United States.
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>2002 to Present: FleetCor Technologies, Inc.</b> Employed with FleetCor since its acquisition of the Fuelman business from the former licensee for NC/SC/TN. Positions have included Branch Manager, Market Manager, Business Manager–Bids &amp; Contracts, and most recently appointed as Director of Account Management, Government Bids &amp; Contracts.</li> <li>• <b>1992 – 2002: Acme Petroleum &amp; Fuel Company.</b> Served as VP/GM of Fuelman Division for Acme Petroleum. Had total responsibility for Fuelman business covering a 3 State territory (25+ Employees).</li> <li>• <b>1986 – 1992: Acme Petroleum &amp; Fuel Company.</b> Served as VP Research &amp; Development for Acme Petroleum and Fuel Company. Handled real estate acquisition, site research, economic forecasts, and layout/design for new convenience stores built by the company as well as UST environmental compliance.</li> </ul>



<b>Name:</b>	<b>Todd House</b>
<b>Title:</b>	President, U.S. Direct Business
<b>Contact Info:</b>	Direct Line: 678-969-7608 Toll Free: 800-977-9019 ext 19195 Fax: 770-449-3471 655 Engineering Dr., Suite 300 Norcross, GA 30092 Email: <a href="mailto:todd.house@fleetcor.com">todd.house@fleetcor.com</a>
<b>Education:</b>	BA Economics/History Wake Forest University 1993
<b>Position &amp; Duties:</b>	Chief Operations Officer Responsible for FleetCor's U.S. Direct Issuing Business
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>2009 to Present: FleetCor Technologies.</b> Todd House is President of FleetCor's U.S. Direct Issuing business which includes the Fuelman and MasterCard products. He is also Chief Operating Officer responsible for the company's shared services operations, servicing, and credit functions.</li> <li>• <b>2007 – 2009: Axiant, LLC.</b> Held various positions, including Chief Financial Officer. Company was a provider of financial services and recovery management solutions.</li> <li>• <b>2005 – 2007: Carmax, Inc.</b> Vice President and Chief Credit Officer with Carmax, Inc., an automobile retailer.</li> <li>• <b>1993 – 2005: Capital One Financial Corp.</b> Served as Vice President–Credit Risk Management with Capital One Financial Corp., a financial services company.</li> </ul>

**8. Define your standard terms of payment.**

**FleetCor Response:**

Billing Frequency and Payment Terms (and credit availability) offered to TCPN Participants under this proposal and contract must be approved by FleetCor's Credit Department via signed credit application that will be submitted through a FleetCor sales representative. The standard Billing Frequency and Payment Terms offered is **Bi-Weekly** with payment due no later than **fourteen (14)** days from the date of invoice. For any accounts already participating in the program under prior contract serviced by FleetCor, we propose to simply leave those customer billing frequencies and terms AS IS.

FleetCor offers various alternative billing frequencies and payment terms as explained in our response to Question # 36. We can customize the billing frequency (and resulting price) to best suit the Participant's needs as well as the allowed credit limit for the Participant.

**9. Who is your competition in the marketplace?**

**FleetCor Response:**

Wright Express, US Bank/Voyager, Comdata, somewhat other major oil fleet card programs.

**10. Overall annual sales for last three (3) years; 2009, 2010, 2011**

**FleetCor Response:**

Revenues per our 10K are as follows

2011 519,591,000 Unaudited (Audit in Process)

2010 433,841,000 Audited

2009 354,073,000 Audited

**11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2009, 2009, 2011**

**FleetCor Response:**

We do not have a breakdown of public sector sales in our financials.

**12. What is your strategy to increase market share?**

**FleetCor Response:**

With TCPN as with all our partner portfolios our strategy for growing market share starts with a multi-channel distribution approach. We deploy sales strategies ranging from: dedicated local field sales, to outbound phone sales, to direct mail, to web marketing, all in an effort to grow our market share. We also maintain a continued focus on product enhancement & innovation to better meet the needs of prospects in the marketplace and improve retention of our existing client base.

**13. What differentiates your company from competitors?**

**FleetCor Response:**

FleetCor's offer includes utilizing the Fuelman Fleet Card (our proprietary program). Differentiators with the Fuelman card include:

- This card provides the tightest purchase controls in the fuel card industry, including pump shut-off at a pre-determined gallon limit, which greatly reduces the Customer's exposure to unauthorized purchases;
- Real-time transactions processing and posting, which allows for instant visibility of all fuel card transactions through our online FleetNet system;
- Real-time exception reporting, which allows for an immediate response to attempted unauthorized purchases;
- 100% Level 3 data reported to the Customer, which provides clean data and complete visibility to all fuel card transactions;
- The Fuelman card can be established as a true "fuel only" card, which gives Customers piece of mind non-fuel purchases will be prohibited.
- OPIS-based, cost-plus Pricing. With our proprietary Fuelman card, FleetCor's advanced billing system and merchant network structure allows us to bill customers based on OPIS wholesale cost-based pricing methodologies as opposed to our competitors' who almost exclusively price customers based on retail pump prices.
  - OPIS based pricing methods are often preferred by governments because it's a method more like traditional bulk fuel purchasing and it often provides opportunity for greater savings, especially on diesel fuel purchases.
- In the last 8 months of 2011, our OPIS based pricing approach provided average savings of **\$0.06 (6 cents)** per gallon versus retail pump prices or **1.66% (166 basis points)** below fully taxed retail price. **These types of savings are tremendous!**
- Best in Class Reporting. Fuelman Reporting is the cleanest, most concise and easiest to read. Customers who have left and come back to Fuelman often say they missed the Fuelman Report, which makes managing the fleet and reviewing fueling activity easy.

Other differentiators for choosing FleetCor include:

- We offer an alternative card program for Participants that might demand universal site coverage which we call the Universal Premium MasterCard.
- We offer lots of beneficial Value Add Programs that differentiate.
- We are dedicated to providing the best customer service possible to TCPN Participants. Larger customers even receive an assigned contract account manager to make sure they are given the expected high level of service.
- Our company is dedicated to quality assurance. At FleetCor we believe that to achieve quality there must be a thorough understanding of the needs and expectations of our customer and their customers. Our quality policy is to ensure our customers' needs and expectations are understood and met.

**14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.**

**FleetCor Response:**

Our company's website [www.Fuelman.com](http://www.Fuelman.com) is a dedicated website managed by the FLEETCOR marketing team where we demonstrate the benefits of the Fuelman product (Save Money, Control Spending, Eliminate Unauthorized Purchases and Enjoy Convenience). The Fuelman site includes a secure online application where potential customers can apply for any of the 8 different Fuelman Fleet cards. The Fuelman site also includes sales and marketing pages which highlight the fuel management programs and how different industries **including Government** can benefit. Our live online help is ready at a moment's notice to assist prospects with product questions. There is an online search marketing program dedicated to driving prospect traffic to the Fuelman site.

**15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

**FleetCor Response:**

Traditional methods of ordering cards or Driver IDs by phone, fax or Email are available through FleetCor's Client Services department. The Customer Service Center, located at FleetCor's Operations office in the Atlanta area (Norcross, GA), normal business hours are from 8:00 am – 7:00 pm Eastern (M-F). The toll free number, email address and fax number for client services are as follows:

- Toll Free by Phone: 1-800-877-0800
- By Email: [customerservice@fleetcor.com](mailto:customerservice@fleetcor.com)
- By Fax: 770-453-3019

**16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

**FleetCor Response:**

FleetCor has no material pending litigation against it that FleetCor should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this Solicitation or is likely to have a material adverse effect on the Proposer's financial condition. We have not been involved in a bankruptcy / reorganization.

**17. List the dollar volume your company completes in the Fuel, Fueling Services and Fuel Card market annually.**

**FleetCor Response:**

2011 519,591,000 Unaudited (Audit in Process)

This amount is our reported Net Revenue. We do not report the gross dollars processed on card sales, we report our revenue earned from the sales before expenses.

**18. Describe your call center organization.**

**FleetCor Response:**

On weekends or after hours FleetCor offers our 24 Hour Voice Authorization Center / Help Desk which provides assistance to merchants and customers.

- 24 Hour Help Desk Phone: 800-877-9013.

The Voice Authorization Center / Help Desk is located at FleetCor's Covington, Louisiana office. The Help Desk can be used by the cardholder or merchant whenever Customer incurs equipment or card problems at a site and needs authorization assistance. The Help Desk can assist Customer's authorized Fleet Contact with locking lost or stolen cards after hours or during the weekend. The Help Desk can also assist Customer's Drivers with locating a nearby Fuelman acceptance site when traveling in unfamiliar areas.

**19. Does your company offer a dedicated, 800 number for all locations? Is the call center available 24 hours/7 days week?**

**FleetCor Response:**

- The toll free number for customer service is 800-877-0800
- The toll free number for the Voice Authorization Center/24 Hour Help Desk is 800-877-9013

- The Voice Auth. Center is open 24x7x365
- The toll free number to reach our corporate headquarters location is 800-877-9019
  - Via this toll free number callers are able to reach persons located in other offices around the US that have permanent switches tied to HQ office system.
  - Persons in remote offices that do not have a permanent switch are issued an extension in the main phone system and it pages the employee if someone leaves them a voice mail in the main phone system at HQ.

**20. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?**

**FleetCor Response:**

The Help Desk (800-877-9013) can be used by the cardholder or merchant whenever Customer incurs equipment or card problems at a site and needs authorization assistance. The Help Desk can also assist Customer's authorized Fleet Contact with locking lost or stolen cards after hours or during the weekend. The Help Desk can also assist Customer's Drivers with locating a nearby Fuelman acceptance site when traveling in unfamiliar areas.

Additionally, our online FleetNet system is available 24x7 for clients to make real time locks/unlocks of cards/pins or changes to established purchase control limits, and access real time Level 3 transactional data for both approved and declined transactions. Replacement cards can be ordered through the FleetNet system.

**21. Describe your company's perform turnkey fueling system projects, including retrofitting a fueling station, renovating a fueling station, or building a fueling station.**

**FleetCor Response:**

One of the VALUE ADD programs we can provide for TCPN participants is assistance with fuel pump automation for tracking on-site fuel or even comprehensive management the customers on-site fuel supply (on consignment). In the above question, we assume our programs would fit into the "retrofitting" category. We offer 2 ways of providing on-site services: **Consigned Fuel Services**, or **Memo Tracking Services**, which are briefly described below. We do not "renovate" customer fueling stations or "build" fueling stations. Customers who receive our on-site services are expected to already own and have in place sufficient tanks and pumps for the use contemplated.

**Consigned Fuel Services**

- Card reader installed at your fueling location providing fuel pump automation controls.
- Automation Controls limit access to the fuel pumps and prevents unauthorized access.
- Fuel inventory supplied by FleetCor's National Fuel Supplier.
- Fuel Supplier purchases existing on-hand inventory, freeing up valuable working capital
- Continued Cash flow benefits by avoiding large outlays for replenishing inventory
- Fuel inventory levels are monitored, managed and replenished as needed
- Pay for fuel only as it is pumped via Fuelman reporting and invoice.
- On-site fuel purchases are integrated into the reporting with off-site transactions, allowing more accurate mileage reporting and vehicle performance monitoring.
- No more large bulk delivery invoices
- Fuel price set weekly based on wholesale prices indexed to OPIS Newsletter Prices

- The consigned program (on-site) combined with off-site (retail) purchases provides the best approach to get automatic exact dollar fuel accountability to the cost center and asset level. Accounting is easy and automatic.
- For governments that have multiple cost centers purchasing fuel from on-site tanks, Fuelman automatically bills the appropriate cost centers for their fuel usage, relieving the government from handling internal billings for on-site tank usage.

#### **Memo Tracking Services**

- Fuel pump automation controls through customer owned card reader.
- Automation controls limit access to the fuel pumps and prevents unauthorized access
- Customer continues buying fuel from their preferred local fuel supplier at bulk rates.
- Customer continues managing on-site fuel levels as it prefers.
- On-site fuel usage is tracked by card-swipe transaction and card reader dials Fuelman authorizer for processing.
- On-site fuel purchases are integrated into the reporting with off-site transactions, allowing more accurate mileage reporting and vehicle performance monitoring.
- Odometer Readings and Driver ID making purchase are captured and reported
- Only charged a small per gallon memo tracking fee by Fuelman (billed in the Fuelman Reporting.

For more in depth explanations and applicable terms and conditions for Consigned Fuel Service or Memo Tracking Services, see Response Section 9.2 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES and Section 9.3 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE MEMO TRACKING SERVICES; both found behind Tab 9.

#### **22. Provide who will provide the administrative support services including the person(s) title, phone number (s), fax number(s), e-mail(s) and resume(s)**

##### **FleetCor Response:**

We provide the following support persons to provide administrative services to TCPN.

**Contract Administrator.** FleetCor's Director of Government Bids & Contract (Mark Roberts) shall manage contractual matters related to the TCPN contract. Mark's contact information is as follows:

Mark Roberts  
 Director - Account Management, Gov't Bids & Contracts  
 2015 Ayrsley Town Blvd., Suite 202  
 Charlotte, NC 28273  
 (800) 877-9019 xt 12511 (toll free VM w/Page)  
 (704) 853-2662 Direct Line  
 (704) 853-1945 Fax  
 Email: markr@fleetcor.com

Resume provided in earlier section

**Account Manager Support.** For larger customers (>2,000 gallons per week) FleetCor assigns a contract account manager. We have 2 contract account managers that service TCPN clients (Janet Ward and Andrea Mercer). Their contact information is as follows:

Janet D. Ward  
Contract Account Manager  
2524 South Frontage Road Suite B  
Vicksburg, Ms 39180  
(601) 636.8518 Direct Line  
(601) 634-1543 Fax  
Email: [janet.ward@fleetcor.com](mailto:janet.ward@fleetcor.com)

Andrea Mercer (Laferriere)  
Contract Account Manager  
420 Technology Pkwy, Suite 150  
Norcross, GA 30092  
Direct - (706) 894-1440  
Fax - (866) 654-7130  
[andrea.laferriere@fleetcor.com](mailto:andrea.laferriere@fleetcor.com)

**Monthly Billing/Reporting Administrator.** FleetCor's Sales Analyst and Event Coordinator (Lavonne Spivey) processes and prepares Participant usage reports, then sends those reports to TCPN. Lavonne send the payment requests to our Accounts Payable Department on a monthly basis. Lavonne's contact information is as follows:

Lavonne Spivey  
Sales Analyst & Event Coordinator  
(770) 246-5724 Direct Line  
(678) 969-7799 Fax  
Email: [lspivey@fleetcor.com](mailto:lspivey@fleetcor.com)

**Business Manager - Consigned Site Supply.** For TCPN participants who elect to utilize our consigned fuel services, FleetCor's Business Manager - Consigned Site Supply (Alice Hafkey) shall be available to assist with all matters related to implementing and supporting on-site equipment and fuel supply. Alice's contact information is as follows:

Alice Hafkey  
Business Manager – Consigned Site Supply  
1878 Ranchview Drive  
Naperville, IL 60565  
630-717-9943 Office  
630-717-9948 Fax  
630-698-5104 Cell  
[ahafkey@fleetcor.com](mailto:ahafkey@fleetcor.com)

On the pages that follow we provide Brief Bio/Resumes for most of the team listed above.

<b>Name:</b>	<b>Janet Ward</b>
<b>Title:</b>	Account Manager
<b>Contact Info:</b>	Toll Free: 800-844-2471 ext. 15507 Fax: 601-634-1543 2524 S. Frontage Rd., Suite B Vicksburg, MS 39180 Email: <a href="mailto:janet.ward@fleetcor.com">janet.ward@fleetcor.com</a>
<b>Education:</b>	AA Computer Technology Degree from Holmes Jr. College, Mississippi College, Banking
<b>Position &amp; Duties:</b>	Responsible for maintaining and strengthening the account relationship with FleetCor's largest customers in the assigned areas like Mississippi and Louisiana. Responsibilities include assisting customers in the management of their Fuelman fleet card program; training/educating customers on the use of FleetNet (an online account management tool), the online site locator, and the Fuelman program working with customers to maintain Card File Listings, Employee Listings, and Vehicle Listings; and resolving any customer-related issues and concerns. Also responsible for special/custom report requests.
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>2004 to Present.</b> Employed with FleetCor Technologies since it's acquisition of the Fuelman business from the former licensee in Mississippi (Morrison Fleet Services, LLC). Contract Account Manager since 2005.</li> <li>• <b>1999 – 2004:</b> Operations Manager for Morrison Fleet Services, LLC. Major responsibilities were customer service, billing and management reporting</li> <li>• <b>1982 – 1999:</b> Senior Vice President of Operations with Merchants National Bank.</li> </ul>



<b>Name:</b>	<b>Andrea Laferriere</b>
<b>Title:</b>	Account Manager - Contracts
<b>Contact Info:</b>	Toll Free: 800-877-9019 ext. 18016 Fax: 866-654-7130 420 Technology Pkwy, Suite 150 Norcross, Georgia 30092 Email: <a href="mailto:andrea.laferriere@fleetcor.com">andrea.laferriere@fleetcor.com</a>
<b>Education:</b>	Northwestern College, Graphic Art, - Muskegon Business College, Accounting
<b>Position &amp; Duties:</b>	Responsible for maintaining and strengthening the account relationship with FleetCor's largest customers in the assigned areas such as Tennessee, Louisiana, S. Carolina, Florida and Kentucky. Responsibilities include but not limited to assisting customers in the management of their Fuelman fleet card program; training/educating customers on the use of FleetNet (an online account management tool), the online site locator, working with customers to maintain Card File Listings, Employee Listings, and Vehicle Listings; and resolving any customer-related issues and concerns. Also responsible for special/custom report requests.
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>2005 to Present.</b> Employed with FleetCor Technologies since it's acquisition of the Fuelman business from the former licensee in Michigan (WESCO/Westgate oil) Contract Account Manager since 2010, Account Manager since 2006 and Customer Services Supervisor 2005/2006.</li> <li>• <b>1996 – 2005:</b> Performed duties in all areas for the Fuelman of Michigan licensee. Major responsibilities were Account management, account retention, New Accounts, Account receivables back up, Office manager back up, Staff support, and troubleshooting.</li> <li>• <b>1982 – 1996:</b> D &amp; W Food centers in various capacities last being Head bookkeeper, I also was a licensed Realtor for 1994-1996 with ReMax</li> </ul>

<b>Name:</b>	<b>Alice Hafkey</b>
<b>Title:</b>	Business Manager – Consigned Site Supply
<b>Contact Info:</b>	Direct Line: 630-717-9943 Fax: 630-717-9948 Mobile: 630-698-5104 1878 Ranchview Drive Naperville, IL 60565 Email: <a href="mailto:ahafkey@fleetcor.com">ahafkey@fleetcor.com</a>
<b>Position &amp; Duties:</b>	As business manager of consigned site supply for FleetCor Alice oversees business relationships with fuel suppliers and equipment vendors. Alice works closely with account management team, contract management team, customers, fuel suppliers and equipment vendors to resolve issues with a goal of customer satisfaction and client retention.
<b>Employment History:</b>	<ul style="list-style-type: none"> <li>• <b>11/2002 to Present.</b> Employed with FleetCor Technologies since it's acquisition of the Fuelman business from the former licensee for the WI/IL market. Positions have included: General Manager and Business Manager – Consigned Site Supply.</li> <li>• <b>5/2002-11/02:</b> Assistant General Manager of Fuelman Division for Bell Fuels. Had operations responsibility (billing, customer service and administration) for Fuelman.</li> <li>• <b>1988-5/2002:</b> Office Systems Manager for Sweeney Oil Company. Implemented and maintained new accounting system for wholesale fuel and lubricant distribution. Integrated convenience store network into home office accounting system and communications.</li> </ul>

**23. What support documents does your company provide to the government entity after agreeing to implement a fueling program?**

**FleetCor Response:**

The process will start with a signed credit application. Customer will be given a copy.

Once credit is approved, the sales representative will collect vehicle and Driver data and submit a new account set up form (Excel file) through appropriate channels.

The new account will be established by our new account setup department (including issuing cards & Pins). The initial card and pin order will be sent to the Customer with a New Account Welcome Kit. The Welcome Kit will include:

- What's Inside Page which lists the customer's Bill Group Number (BG#) and Fleet Number.
- Under a Vehicle Tab section, the Welcome Kit will have the vehicle descriptions for Vehicles issued cards.
- Under the driver pin cards section, the kit will have the recommended Driver Policy sheet, Pin cards, and an Employee Listing with the names and pins for all drivers issued Pins in the initial setup.
- The Welcome Kit will have a section providing Using the Online Site Locator instructions.
- Under an Account Management Tab, the kit will have an example of our fleet management reporting with a summary of each report that is available along with a fleet manager quick reference guide book.

- Under an account summary section, the Kit will have our standard Terms and Conditions quad-fold pamphlet.
- Under a section called Additional Services, the kit will have fleet maintenance instructions for using Fuelman for vehicle maintenance along with a sheet with email address if customer needs to add a site to the Fuelman network, instructions for using our roadside assistance number and roadside assistance cards are also in this section.
- Ty-vek card protection sleeves can be provided upon special request.
- Clear hard plastic card protectors with key chains can be provided upon special request (charges apply).

The Welcome Kit will be a professionally prepared packet/folder which the Primary Fleet Contact will want to store in a safe place for future reference. Card Numbers and Employee Pin information should be kept in a safe place by the Fleet Contact and protected.

When training fleet administrators on use of our program, our salespeople or account managers often provide the fleet manager/administrator with a Fleet Manager FleetNet Quick Reference Guide (with helpful tips for using the online FleetNet system).

#### **24. Describe what technical resources your company will provide to support the government entities' projects.**

##### **FleetCor Response:**

The following so called "technical" departments exist which help support our business:

- **Application Support.** These support staff help support customer service and account managers to answer FleetNet application (system) related questions.
- **Merchant Services.** This group works closely with merchants to resolve any merchant/ acceptance related matters. They also work to expand the Fuelman network for customers and salespeople as requested.
- **POS Support.** These support staff help support all business segments, but especially the merchant services side with technical POS matters. The staff is intimately familiar with typical convenience store point of sale (POS) systems and how our Fuelman card processing application works with the particular store processing network or hardware. If transaction processing happens to go wrong the POS support group helps isolate the problem and work with merchant services to advise the merchant of what must be fixed. Within our POS Support group we have a couple of experts supporting the island card reader (fuel control terminal) equipment. We also utilize technical support personnel at our original equipment manufacturer location (Syn-tech Systems, Inc., manufacturer of FuelMaster® equipment).
- **IT Support.** Our IT support staff work hard to make sure our IT and transaction processing systems never fail. They manage our Data Center process with our technology vendor Quality Technology Services (QTS) which houses our primary data center location, data storage, server maintenance and disaster recovery. IT supports all FleetCor personnel with computer, phones and other technical hardware resources to get their jobs done.

**25. What equipment/system support documents will your company provide?**

**FleetCor Response:**

Customers using Fuelman at retail locations do not need any special equipment for using the program. Customers will be encouraged to utilize our online system for doing account management, which we call FleetNet. Our online FleetNet system is easy to operate and it includes an online help tool enabling the web user to easily learn and request help operating the system. We will also provide copies of our Fleet Manager FleetNet Quick Reference Guide.

**26. Describe the measurement options your company intends on providing the government entities.**

**FleetCor Response:**

We are not real clear the meaning of “measurement options”. Upon special request, FleetCor account managers do have access to special query reporting tools that can help governments that need special reporting from time to time to take to their government boards or councils. We understand how government councils and boards can request special data or reports to better understand their fuel usage, fuel costs for budgeting and historical price savings studies. Our account managers are skilled at pulling these types of reports and information together for key government accounts. We will accommodate these types of requests.

**27. Indicate if your company will accept all forms of purchase orders.**

**FleetCor Response:**

We will accept purchase orders but since customers are literally transacting thousands of fueling transactions with our system we do not necessarily track PO Numbers nor do we predicate keeping the account open based on receiving a purchase order. We can accommodate requests to make a PO Number appear on Customer’s Fleet Management Report provided with the billing or on the Invoice should they demand it. If customers do not want to continue using their Fuelman account, we request that they send us a notice to terminate their account.

**28. What credit requirements are required by the government entity in order for your company to accept a purchase order.**

**FleetCor Response:**

Credit approval occurs when a new account application is submitted by the sales representative. We also monitor and look for serious credit downgrades that might occur in the life of a customer with FleetCor. We do not pull new credit approvals with each purchase order.

**29. Identify the process of receiving a purchase order to the ordering of equipment.**

**FleetCor Response:**

We do not typically sell equipment. If we are asked to sell a customer equipment it would be for purposes of backyard fuel site automation. Before our Business Manager of Consigned Site Supply can order fuel control terminal / island card reader equipment for a customer, she must have the customer’s purchase order number or clear written request/approval to order the equipment.

**30. Identify the process of receiving a purchase order to the providing of a service contract.**

**FleetCor Response:**

Our initiating service to clients begins with receipt of a signed Credit Application, not receipt of a Purchase Order.

**31. Identify the process of receiving a purchase order and implementing a turnkey installation project.**

**FleetCor Response:**

Please refer to response paragraph 9.2.16. titled MORE INFORMATION REGARDING FUEL CONTROL TERMINALS AND FUEL SITE AUTOMATION, which is behind TAB 9. In this paragraph we provide more explanations about the process and time frames to expect for implementing a consigned fuel location with FleetCor/Fuelman (proprietary).

**32. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?**

**FleetCor Response:**

At initial account set up (not associated with receipt of a purchase order), and from time to time as might be requested by FleetCor's tax department, or the Tax Department for one of our Resellers that may be selling to a TCPN participant under this contract, Customers must submit signed Tax Exemption Certificates. Certain taxing authorities require these exemption certificates be updated from time-to-time in our files so it is absolutely necessary that TCPN participants wanting tax exempt billing to provide the signed exemption certificates upon request by FleetCor or its Reseller.

**33. Does your company offer an Internet management solution or an internet Fuel Card tracking system? If so, provide detailed information related to the features and benefits related to your solution. Is there a dedicated staff to address any issues with the system or access?**

**FleetCor Response:**

FleetCor recommends that Customers utilize our on-line system we call FleetNet<sup>®</sup>, which provides the ultimate convenience and control for authorized fleet contacts to managing their account(s), vehicles, cards, and Drivers/PIN's. Access to the FleetNet system is managed through the application of user/role-based multi-level access controls. This model provides for granular application access control decided by the primary fleet contact or decision maker. Security levels for FleetNet users are determined by the Customer's primary fleet contact establishing and supervising the Fuelman account. Using their secure FleetNet logon, access to the following features can be made available to various levels of access:

**FleetNet<sup>®</sup> Account Management Functionality by User Access Level**

Item	FleetNet Functionality	Fleet Manager Access	Admin 1 Access	Admin 2 Access	Reports Only Access
1.	View Vehicles, Employees and PIN's	✓	✓	✓	
2.	Edit existing vehicle descriptions or vehicle numbers and reissue new cards as needed, or reissue cards that become broken or worn.	✓	✓	✓	
3.	Replace lost or stolen cards	✓	✓		

Item	FleetNet Functionality	Fleet Manager Access	Admin 1 Access	Admin 2 Access	Reports Only Access
4.	Add new vehicles and order new cards	✓	✓		
5.	Apply or change desired limits and controls to the vehicles/cards	✓	✓		
6.	Change department assignments of vehicles or drivers	✓			
7.	Issue employee PIN's instantly and distribute them to new employees immediately for use with existing vehicle cards	✓	✓		
8.	Deactivate (lock) cards or PIN's instantly in case of lost or stolen cards	✓	✓		
9.	Update FleetNet Secure Logons (Users)	✓			
10.	View List of FleetNet Secure Logons (Users)	✓	✓	✓	
11.	View or Pull Real-Time transaction data, download files (past 90 days of transaction data in FleetNet) including exceptions or denial export reports	✓	✓	✓	
12.	Pull other FleetNet Database reports such as vehicle listings, card listings and employee listings	✓	✓	✓	
13.	View, Print, download/save to local machine all reporting (including archived TRN85 Reports) & invoices for the past 2 years	✓	✓	✓	✓

NOTE: All tasks can be performed on-line 24x7 without Fuelman customer service. For additional security, FleetNet Logons (User IDs) are locked automatically after 30 days of inactivity and can be re-activated by the primary Fleet Contact.

**Enterprise Level Functionality.** For large customers with numerous individual accounts for different regions or cost centers, upon request the primary fleet administrator(s) for the Customer can be set up with a FleetNet logon allowing them to view all of their accounts, while individual Department Managers will be set up to only access/manage their own Department's account.

### **34. Describe how your company will invoice the government entity. Include a process map.**

#### **FleetCor Response:**

In the lettered sub-paragraphs below we provide explanations of the transactional (management) reporting FleetCor proposes to provide to Customer at each billing or make available to Customers on an optional basis on a weekly, bi-weekly or monthly basis. We briefly describe the invoice. We provide examples (samples) of the reporting and Invoicing behind APPENDIX 1.

#### **A. Fleet Management Report (Report ID FN02) provided with the Invoice (Report ID FN01).**

FleetCor will issue an invoice/statement (Report ID FN01) to the Customer at the Customer's required billing frequency (weekly, bi-weekly, or monthly) for fuel purchases in the FleetCor/Fuelman Network. Invoices will be based on the transaction data received from the Fuelman card accepting merchants and if ever implemented transactions from the Island Card Reader equipment at the Customer's on-site refueling locations.

We will structure the TCPN Participant's account hierarchy (Bill Group ID with assigned Customer/Fleet ID accounts) to meet the Participant's needs. To prevent possibility of payment

posting errors we like to suggest a single master invoice (Bill Group ID) with all Customer accounts assigned to a single bill group and the invoice will provide the breakdown of the invoiced totals for all Customer accounts. We can provide additional supporting invoice detail reports to provide the cost center details as may be required. If the Participant requires multiple invoices for different key operating business sections, we can provide this structure.

- 1) Invoices are deliverable by Email as pdf attachment to the appropriate Customer billing contact.

With each invoice/statement FleetCor shall produce the Fleet Management Report (report ID FN02) for each Customer Account (Customer/Fleet ID) and amounts from the reports will tie to the Bill Group invoice/statement. FleetCor offers several different methods for delivering Invoice/Statements and Fleet Management Reports as follows:

1. Via email with .pdf attachment (free of charge).
2. Via email with URL web link to .pdf report (free of charge).
3. Via US Mail (FleetCor reserves the right to charge \$10 for each Fleet Management Report printed and mailed).
4. Via Facsimile (FleetCor reserves the right to charge \$5 for each Fleet Management Report printed and mailed).

The Fleet Management Report (FN02) provided at each billing frequency includes the following:

1. Vehicle Number and Vehicle Description.
  2. Driver name.
  3. Date and time of fueling.
  4. Location of fueling.
  5. Odometer reading.
  6. Miles per Gallon per vehicle.
  7. Gallons, price per gallon, taxes per gallon, and extended amount.
  8. Total consumption for the week (gallons & dollars), subtotaled by Vehicle, Sub-department, and Department.
  9. Total Miles and Average MPG for the period, subtotaled by Vehicle.
  10. Exceptions Transactions Flagged (with Exceptions Legend).
  11. Report is organized by Department and Sub-Department with Sub-totals at Department Breaks. Any vehicles not assigned a department are placed at the front of the report.
  12. A quick reference Departmental Summary Table is shown at front of the report allowing report user to quickly allocate the expenditures to the various departments within the account.
  13. Grand Summary Totals by Product are also shown at the front of the report in a summary table.
- For Monthly billed customers desiring more frequent automatic management reporting sent by Email, the FN02 can be sent on either a Weekly or Bi-Weekly basis (in addition to the report sent with the Monthly invoice).
- Behind APPENDIX 1 find a sample of the Invoice/Statement (FN01) and the Fleet Management Report (FN02).

## **B. Customer's Electronic Transaction File (TRN85).**

Upon request FleetCor will provide an electronic transaction file to Customers which we refer to as the TRN85 file. The TRN85 includes all vehicle/card transactions that tie to the invoice and fleet management report. Miscellaneous charges or fees (not charged to a vehicle/card) such as

next day air shipping charges are not included in the TRN85 file since they are not associated with a particular vehicle. Consider the following points with regards to the TRN85:

- The TRN85 file combines both Fuel and Non-Fuel (i.e. vehicle maintenance) transactions into a single file.
- The file can be delivered via Email or the Customer can access the file via their authorized FleetNet logon. In certain cases and upon request we can arrange for delivery via FleetCor's FTP server.
- The Customer can be set to receive the TRN85 in either a Fixed Length format or a TAB Delimited format. Tab Delimited format can easily be opened with standard spreadsheet applications such as Microsoft Excel. Some programmers however prefer a fixed length format for hard coding interface applications to import specific transaction data into existing software maintained by Customer.
- TRN85 transaction data can be easily imported into standard database applications such as Microsoft Access or customized fleet maintenance or financial applications.
- Most customers prefer that we provide the TRN85 file on the same frequency as the invoice, however we can provide it either weekly, bi-weekly or calendar monthly. It can be provided on multiple frequencies (i.e. a monthly invoiced customer desires file Monthly and Weekly)
- Many major Fleet Software providers have programmed interface / conversion files to import the TRN85 electronic transaction data into government operated systems.
- Some larger customers prefer a consolidated TRN85 file (example: all City accounts' transactions rolled into a single file) and larger accounts often prefer to come to FleetCor's secure FTP server to download the file. We are accustomed to this type of request from large government customers and we will accommodate FTP delivery.
- As part of the implementation discovery process with Customers, our salespeople will ascertain the exact desired frequency and delivery methods for TRN85 transaction files and set up the accounts accordingly.
- Behind APPENDIX 1 find a copy of the Customer Transaction File TRN85 File Layout.

Additional optional management reporting is available, we provide explanations regarding additional management reporting in response to question #3 under ADMINISTRATION section.

### **35. Is your company able to send quotes in electronic format via email.**

#### **FleetCor Response:**

Our sales staff, starting with Mr. Mike Fletcher, Senior Sales Representative based in Houston, who we assign to be a lead sales intermediary for inquiring prospects for TCPN, can certainly send information or proposed pricing under this contract to inquiring prospects via email.



### **36. Discuss the invoicing options your company offers and the payment terms for each.**

#### **FleetCor Response (Fuelman Proprietary Program):**

Billing Frequency and Payment Terms (and credit availability) offered to End Users under this proposal must be approved by FleetCor's Credit Department via signed credit application that will be processed by a FleetCor sales representative. The standard Billing Frequency and Payment Terms offered shall be **Bi-Weekly** with payment due no later than **fourteen (14)** days from the date of invoice.

FleetCor offers various alternative billing frequencies and payment terms which we can customize to best suit the End User's needs. The list of Billing Frequencies and Payment Terms are as follows:

#### **AVAILABLE BILLING FREQUENCIES (Fuelman Proprietary)**

- 1) Weekly (every week, 52 invoices in a year)
- 2) Bi-weekly (every other week, 26 invoices in a year)
- 3) Calendar Monthly (at end of each calendar month, 12 invoices in a year)

#### **AVAILABLE PAYMENT TERMS Fuelman Proprietary (with available payment method)**

- 1) Net 4 days (EFT by FleetCor)
- 2) Net 7 days (EFT by FleetCor)
- 3) Net 10 days (Check, EFT by FleetCor, or Web/Online)
- 4) Net 14 days (Check, EFT by FleetCor, or Web/Online)
- 5) Net 21 days (Check, EFT by FleetCor, or Web/Online)
- 6) Net 30 days (Check, EFT by FleetCor, or Web/Online)

In the table below we provide a Billing Frequency and Payment Terms Pricing Matrix, which ties these two important characteristics together for sake of pricing discounts or adders from the proposed pricing in our response. As previously mentioned under Question # stated above, the standard billing frequency and Terms offer is **Bi-Weekly** Billing, with payment due Net **14** Days from Invoice Date.

- **For Lower Pricing (more frequent billing & shorter terms).** TCPN Participants who want the lowest price can opt to receive more frequent billing (i.e. weekly) and/or more prompt terms (i.e. Net 7 EFT). A larger discount or lower cost-plus markup off the prices quoted in the Pricing Proposal (TAB 6) will be provided per TABLE 36 below.
- **For Higher Pricing (less frequent billing & longer terms).** TCPN Participants that have difficulty processing invoices or paying invoices quickly, can opt for less frequent billing (i.e. calendar monthly) and/or extended terms (i.e. Net 14, Net 21 or Net 30). An adder to the cost-plus price offered or a reduction in the discount offered in the Pricing Proposal (TAB 6) will be provided per TABLE 36 below.

See the Matrix below for Billing Frequency and Payment Terms Options and associated Discounts or Adders to the pricing submitted under TAB 6. The Matrix also lists any payment method requirements for the associated payment terms discount offers. **The Billing Frequency / Payment Terms Pricing Matrix ONLY applies to the Fuelman Proprietary card program pricing.**

**TABLE 36 - Billing Frequency / Payment Terms Pricing Matrix (Fuelman Proprietary)**

Days To Pay	Billing Cycle			Payment Method
	Weekly	Bi-weekly	Monthly	
Net 4	(\$0.0100)	(\$0.0075)	(\$0.0050)	EFT required
Net 7	(\$0.0075)	(\$0.0050)	\$0.0000	EFT required
Net 10	(\$0.0050)	(\$0.0025)	\$0.0025	Check, Web, or EFT
Net 14	(\$0.0025)	<b>\$0.0000</b>	\$0.0050	Check, Web, or EFT
Net 21	\$0.0025	\$0.0050	\$0.0100	Check, Web, or EFT
Net 30	\$0.0100	\$0.0150	\$0.0175	Check, Web, or EFT

**Explanation**

Negative numbers in parentheses in the matrix above indicate a decrease (per gallon) to the cost-plus fuel markup proposed in **TAB 6** (representing a smaller cost-plus mark-up or discount). However, for a Customer opting to receive Retail based pricing with a discount (not cost-plus) the negative number shall represent an increase to the Discount quoted in **TAB 6**.

**Example (Cost-plus approach)**

For example, the Weekly billing, Net 4 day payment option offers an **extra 1 cent per gallon discount (\$0.010)** off of the standard cost-plus markup rates we quote in TAB 6.

For example the Monthly billing, Net 30 day payment option, requires an **added 1.75 cents per gallon (\$0.0175)** added to the standard cost-plus markup rates we quote in TAB 6. So a positive number in the Matrix indicates an increase to the cost plus fuel margin shown in **TAB 6** (representing a larger cost-plus markup or “Adder”).

**Example (Retail with Discount approach)**

For example, the Weekly billing, Net 4 day payment option offers an **extra 1 cent per gallon discount (\$0.010)** off of the standard Retail discount amount we quote in TAB 6.

For example the Monthly billing, Net 30 day payment option, requires an **added 1.75 cents per gallon (\$0.0175)** added to the standard retail discount amount we quote in TAB 6. So a positive number in the Matrix indicates a decrease to the quoted per gallon discount rate shown in **TAB 6** (representing a smaller discount).

**Billing Frequency and Payment Terms for Tax Exempt Universal Premium MasterCard**

For our Value Add product, the Tax Exempt Universal Premium MasterCard, the Billing Frequency and Payment Terms (and credit availability) offered to End Users under this proposal must be approved by FleetCor's Credit Department via signed credit application that will be processed by a FleetCor sales representative. The standard Billing Frequency and Payment Terms offered shall be **Twice Monthly (invoiced on 1<sup>st</sup> and 15<sup>th</sup>)** with payment due no later than **twelve (12)** days from the date of invoice.

Additionally, with the Tax Exempt Universal Premium MasterCard FleetCor offers Monthly Billing Frequency with Net 14 Day Payment Terms, however this arrangement shall require a \$1.00 per card per month fee.

**37. Is your company capable of handling Electronic Funds Transfer (EFT) payment?**

**FleetCor Response:**

FleetCor provides an automated EFT Payment method that eliminates manual interventions and assures customers that we receive their payments by the due date. Under this method FleetCor initiates the ACH from clients bank account. We have an EFT Bank Draft Authorization form that client submits (with Voided Check) in order to establish EFT.

**38. If so, what EFT formats (CTX, CPT, etc.) do you currently support?**

**FleetCor Response:**

Please see response to Question 37 above.

**39. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?**

**FleetCor Response:**

If Customer uses Fuelman Card to pay for vehicle maintenance (repair) the transaction will be reported on the very next Fuelman report and invoice. The exact time frame for the invoice depends on the customer Billing Frequency (weekly, bi-weekly or monthly).

**40. Is your company willing to accept a cut off of invoices not submitted within a 90- day period or 120 day period?**

**FleetCor Response:**

This does not occur with Fuelman program. Our invoices are usually sent electronically via email as pdf attachment or weblink. If a customer does not receive an invoice/statement from us they should call our customer service center (800-877-0800) or log on to our FleetNet system with their secure logon and download or view and print the invoice and report. The past 24 months of invoices and supporting Fleet Management Reports are available via the customers' secure logon to FleetNet.

**41. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?**

**FleetCor Response:**

Our invoices are usually sent electronically via email as pdf attachment or weblink. If a customer does not receive an invoice/statement from us they should call our customer service center (800-877-0800) or log on to our FleetNet system with their secure logon and download or view and print the invoice. The past 24 months of invoices and supporting Fleet Management Reports are available via the customers' secure logon to FleetNet.

**42. What states would your company not honor pricing and services for this contract?**

**FleetCor Response:**

We do not have any entire states we need to exclude, however there may be select Cities where very high retail fuel margins and our merchant structures are so out of balance that we cannot offer the Cost plus pricing within that City. Prospects in designated cities like this would

be forced to accept the Retail based pricing approach that we have proposed. Two that come to mind that will be in this category are the City of New York and Washington DC.

**43. Describe your company's shipping schedule notification procedures.**

**FleetCor Response:**

New or replacement cards ordered on-line via FleetNet or entered by Customer Service before 1:00PM EST will generally be printed/embossed by FleetCor or its card production vendor and shipped the same day. The FleetNet user must select the desired shipping method when placing the card order and our standard (default) delivery option is US Mail. Generally clients receive cards ordered by this method within 5 – 7 business days. Available shipping methods, expected delivery time and associated costs for shipping cards are shown below however shipping rates are subject to change:

- US Mail (5 – 7 Days).....FREE
- Ground (3-5 Days).....\$8.00
- 2nd Day Air (2 Days).... \$10.00
- Next Day Air.....\$20.00

Generally, Cards for new accounts are shipped by UPS Ground (free of charge). With new accounts we send a New Account Welcome Kit (separate from the Cards) so the customer receives notification in the Welcome Kit that cards are being shipped.

We do not send notifications that cards are being shipped for other ordinary card orders.

**44. Describe how your company deals with operations delays. How do you notify your customer of delays?**

**FleetCor Response:**

Since most of our customers receive their reporting via email, we do have the customer's emails and we have the technology to send email blasters if ever required. Very seldom have we ever had delays that were so significant that Customers had to be blasted emails.

**45. Provide your process for delivering an initial shipment of Fuel Cards and subsequent ordering for Fuel Cards.**

**FleetCor Response:**

The cards for new accounts are sent in a new account Welcome Kit which we have described under Question #23. Please see our response to Question 23.

**46. Describe the process of reporting lost or stolen Fuel Cards and how long it takes to re-issue Fuel Cards.**

**FleetCor Response:**

Authorized Fleet Administrators are encouraged to use their secure logon to FleetNet to instantly lock lost or stolen cards immediately. Using the online system the customer should select the vehicle with the lost card, then click "VEHICLE", then select "REPLACE". By doing replace, the system will automatically prompt the FleetNet User to Replace the Card and user can select the address for shipping.

If the authorized fleet contact is not able to utilize FleetNet, they can use traditional methods of ordering cards or Driver IDs by phone, fax or Email through FleetCor's Client Services department. The Customer Service Center normal business hours are from 8:00 am – 7:00 pm (M-F). The toll free number, email address and fax number for client services are as follows:

- Toll Free by Phone: 1-800-877-0800
- By Email: [customerservice@fleetcor.com](mailto:customerservice@fleetcor.com)
- By Fax: 770-453-3019

On weekends or after hours FleetCor offers our 24 Hour Voice Authorization Center / Help Desk which provides assistance to merchants and customers. The Help Desk can assist Customer's authorized Fleet Contact with locking lost or stolen cards after hours or during the weekend.

- 24 Hour Help Desk Phone: 800-877-9013.

New or replacement cards ordered on-line via FleetNet or entered by Customer Service before 1:00PM EST will generally be printed/embossed by FleetCor or its card production vendor and shipped the same day. The FleetNet user must select the desired shipping method when placing the card order and our standard (default) delivery option is US Mail. Generally clients receive cards ordered by this method within 5 – 7 business days. Available shipping methods, expected delivery time and associated costs for shipping cards are shown below however shipping rates are subject to change:

- US Mail (5 – 7 Days).....FREE
- Ground (3-5 Days).....\$8.00
- 2nd Day Air (2 Days).... \$10.00
- Next Day Air.....\$20.00

**47. What is your percentage of on-time delivery of each Fuel Card implementation, once a timeline has developed?**

**FleetCor Response:**

Unable to answer this question.

**48. Provide evidence of your company's ability to work with government entities to continuously lower their process costs, especially energy costs.**

**FleetCor Response:**

We have evidenced our company's ability to work with government entities to lower processing costs by offering two different pricing methods behind TAB 6. By giving governments this flexibility we can meet most any governments needs for trying to reduce their energy costs. The government prospect can choose the program that they feel will deliver the most savings to them. Historical retail margin data is available so that government prospects can select the product that should deliver the most savings. Our sales managers and more senior sales representatives have the know-how and tools to assist their prospects on these types of decisions.

**49. Provide examples of any documented cost reduction results that your company has engaged in with your customers.**

**FleetCor Response:**

We have studied the average savings the Fuelman program provided to TCPN participants for the last 8 months of 2011 (May – December). The savings were tremendous, our OPIS based pricing approach provided average savings of **\$0.06 (6 cents)** per gallon versus retail pump prices or **1.66% (166 basis points)** below fully taxed retail price. **These types of savings are tremendous!** See table below from our study:

**SALES THAT OCCURRED AT RETAIL STATIONS**

PROD CATEGORY	GALLONS	RETAIL AMOUNT	SAVINGS DOLLARS	SAVINGS PER GAL	SAVINGS AS % OF RETAIL
Diesel	539,410	\$2,057,200.18	-\$61,801.08	-\$0.115	-3.00%
Gasoline	1,308,428	\$4,560,907.31	-\$48,349.40	-\$0.037	-1.06%
Grand Total	1,847,838	\$6,618,107.49	-\$110,150.49	<b>-\$0.060</b>	<b>-1.66%</b>

- **Few if any fleet card programs on the market can provide the types of savings Fuelman has provided above to TCPN Participants!**

**50. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution. What does your company do to expedite quotes to the government entity and track completion from the service centers?**

**FleetCor Response:**

FleetCor has a quality assurance team and the company works to implement quality initiatives. The company employs technology to monitor and track our call centers closely to make sure we are constantly improving on important call statistics like Rings to Answer, Time on Hold, Dropped Calls, Time taken on the Call, One Time Call Problem Resolution, Reducing numbers of call transfers for problem resolution.

**51. How does your company track Fuel Cards?**

**FleetCor Response:**

Need more information to attempt to answer this question.

**52. Describe any direct order entry system or capabilities your organization has such as internet capabilities.**

**FleetCor Response:**

Customers are encouraged to utilize their secure FleetNet logon for ordering fuel cards. See response to Question #33 for a thorough explanation of the Customer's capability for ordering fuel cards, pins, and receiving reporting and Real Time Transaction data via the Internet.

## **MARKETING / SALES**

- 1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:**
  - a. A co-branded press release within first 30 days**
  - b. Announcement of award through any applicable social media sites**
  - c. Direct mail campaigns**
  - d. Co-branded collateral pieces**
  - e. Advertisement of contract in regional or national publications**
  - f. Participation in trade shows**
  - g. Dedicated TCPN internet web-based homepage with:**
    - TCPN Logo**
    - Link to TCPN website**
    - Summary of contract and services offered**
    - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials**

### **FleetCor Response:**

FLEETCOR is a leading independent global provider of specialized payment products and services including fleet cards, food cards, corporate lodging discount cards and other specialized payment services for businesses throughout the world.

FLEETCOR serves over 500,000 commercial accounts with millions of cardholders across the United States, Canada, Mexico, Europe, Africa and Asia.

FLEETCOR manages relationships with more than 800 partners, ranging in size from major oil companies to small petroleum marketers with a single fueling location. We provide services ranging from transaction processing to full program management. Our platforms, programs and infrastructure are both adaptable and scalable, allowing us to fulfill the requirements of a broad range of partners.

FLEETCOR has approximately 10 Fuelman sales agents or co-brand processing associates which we refer to as Resellers, one (Barney Holland Oil based in Fort Worth) is currently authorized to sell under the current TCPN contract which was amended to allow this in early 2011. We are sure that if FleetCor is awarded the new contract from TCPN, other Resellers will want to participate, promote and sell the TCPN program to government prospects in their local markets.

The FLEETCOR sales and marketing team plans to continue with the on-going promotion and support of TCPN marketing programs if awarded the contract.

- A co-branded press release within the first 30 days of being awarded the contract.
- Internal and external communication about the continuation of the cooperative contract through a formal announcement. This will also be supported through participation of our multiple sales channels and the focused efforts of our experienced professional sales teams across the region.
- Leverage the established Fuelman Direct Mail campaigns where appropriate.
- Potential for Co-branded collateral pieces for special sales programs
- Advertisement participation in regional publications where they are scheduled



- Creation of TCPN web-based landing pages if needed which would include TCPN logo, link to TCPN website summary of the contract and services offered along with Due Diligence Documents.

**2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.**

**FleetCor Response:**

FLEETCOR will demonstrate the benefits of this contract by leveraging our robust sales teams on both a local and national level, tapping into their experience and expertise to generate success. FLEETCOR has developed a multi-channel approach constantly applying best practices to our sales and marketing programs. Our approach includes teams with expertise in Telesales, Field Sales, Outbound Sales, National Account Sales, Direct Mail and a dedicated team to support our online marketing and sales programs.

**3. Explain how your company plans to market this agreement to existing government customers.**

**FleetCor Response:**

In the event that FLEETCOR's Government Account Management group is awarded this business we will position ourselves to drive growth to exceed the more than 3 million gallons (annually) of fuel we have already achieved.

**4. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.**

**FleetCor Response:**

In the event that FLEETCOR wins the TCPN contract, the Government Account Management team and the FLEETCOR Marketing team will map out a 90 day plan.

**5. Describe how you intend on train your national sales force on the TCPN agreement.**

**FleetCor Response:**

FLEETCOR provides continued sales training through our dedicated sales training department; sales conferences and internal communications utilizing tools such as Salesforce Chatter. We will work to get our salespeople excited and loaded with knowledge so that they have confidence to strongly pursue government prospects under the TCPN program.

6. Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

**FleetCor Response:**

Our organization agrees to provide the company logo to TCPN and agrees to provide permission for reproduction of our logo in approached marketing communications.

7. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ \_\_\_\_\_ in year one  
\$ \_\_\_\_\_ in year two  
\$ \_\_\_\_\_ in year three

**FleetCor Response:**

We has some difficulty understanding this question and we were unable to ask a question about it prior to the deadline. The current revenue that we are creating for TCPN (not including any amounts being paid by our Reseller Barney Holland Oil) has averaged **\$2,235** per month using the past 3 months of reporting. If you use 2011 Q4 Monthly Average for projecting current annual levels, then the program would create over \$30,000 in revenue under the current Admin fee structure of a penny. Since the new structure shall be paid at \$0.005 (half penny), then the annualized revenue to TCPN would presently be at an amount half that (around \$15,000). We feel confident that in the upcoming contract we can sign as much or more business as we have already signed up under the program during the past 5 years.

	Oct-11	Nov-11	Dec-11	TOTAL FOR 2011 Q4	MONTHLY AVERAGE	ANNUALIZED ESTIMATE
GALLONS SOLD	298,342	243,531	218,717	760,589	253,530	3,042,358
PAYMENT TO TCPN	\$2,983.42	\$2,435.31	\$2,187.17	\$7,605.89	\$2,535.30	\$30,423.58

## **ADMINISTRATION**

- 1. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).**

### **FleetCor Response:**

We have had good success as the existing contractor for the similar fuel card services contract with the TCPN that is in place. This was our only cooperative purchasing contract program for many years and our reps have had success signing customers up under the program and in some cases we have piggybacked existing Fuelman clients on the TCPN contract as they might have requested it or we recommended it. The volume being sold under the TCPN contract is at an annualized run rate of more than **3 million** gallons, the average gallons purchased by current Participants under the contract for the past 3 months reports sent to TCPN equals **760,589** gallons invoiced per month. In 2009 we were able to add a very large client under the contract, The City of Orlando Police Department, which was a tremendous win for us bringing very large gallons to the program.

In late 2009 we were awarded a second cooperative purchasing association contract with the Houston-Galveston Area Council of Governments (H-GAC). A primary consideration for involvement in that contract was their interest in developing a program that would not only cover off-site retail purchases but would also cover on-site consigned or memo tracking services for their End Users.

In 2011 we re-bid a contract for the City of Charlotte and Mecklenburg County, North Carolina. As part of the City's ITB, they introduced the Charlotte Cooperative Purchasing Association (CCPA) and bidders were instructed that the resulting contract from the ITB would be available to CCPA members or participants. CCPA is a very new organization just getting off the ground. We have just begun working with CCPA to promote their program, which seems to primarily focus on purchasing agents in the North and South Carolina area at this time.

- 2. Describe the capacity of your company to report monthly sales through this agreement.**

### **FleetCor Response:**

We have demonstrated our ability to report monthly sales throughout the life of the current contract with TCPN. We developed a query system for extracting transaction data from our internal Data Mart which we refer to as Quick Data. With Quick Data we have written a query especially for our administrative person (currently Lavonne Spivey) to pull the account and gallons information for necessary reporting to TCPN. Lavonne assembles a report to send to TCPN then sends the check request to our Accounts Payable department to pay TCPN for the administrative fees owed.

**3. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency**

**FleetCor Response:**

Under Question #34 we provided an in depth explanation on how we will invoice Customers which includes explanations regarding the Fleet Management Report (Report ID FN02) provided with the Invoice (Report ID FN01). We provide sample reports behind APPENDIX 1

In addition to the Reporting and Invoice described under Question #34, we provide extensive Optional management reporting capability as well as Best-in-Class Exceptions Monitoring capability. We provide explanations about the reporting and Exceptions capabilities in the sections and paragraphs that follow.

**3.1. OTHER OPTIONAL REPORTS, EXPLANATIONS ABOUT EMBEDDED EXCEL FILES IN OPTIONAL REPORTS.**

Other Optional Reports as may be required or desired by Customer are available weekly, bi-weekly or calendar monthly. Optional reports are available via Customer's secure online FleetNet logon and the past 24 months of optional reports can be viewed, printed or downloaded by the FleetNet User.

- **About Embedded Excel Files in our Optional Reports** – Our optional reports are created in Adobe® pdf format and virtually all the reports include a downloadable Excel file that is embedded in the pdf report. By clicking on a download icon on the top left corner of the report, the report will immediately open an Excel spreadsheet of the report's transactions or the report itself (such as the FN14). All columns in the report are downloaded in the Excel file, including Exceptions Flags on Management Reports which allows the report user to easily sort and distribute Exceptions transactions to appropriate managers or personnel.

Available Optional Reports are briefly described in the paragraphs below:

**3.1.1 Vehicle Management Report (Report ID FN04) with Embedded Excel File in the pdf.**

- This is an ideal report for customers receiving weekly or bi-weekly invoicing who desire a single "Monthly Report". The Vehicle Management Report is designed much like the standard Fleet Management Report (FN02) provided at the billing cycle however the Vehicle Management Report is enhanced to also include:
  - Cost per Mile for each transaction and averaged Cost per Mile for the vehicle for the report period.
  - Total Count of Transactions for the Vehicle.
  - The report includes the Average Price per Gallon by vehicle for the report period.
  - Report has an Embedded Excel Transaction File which opens in Microsoft Excel.
- Though most customers receive the Vehicle Management on a calendar monthly basis, it is also available either Weekly or Bi-weekly.
- The Vehicle Management Report is delivered via web from the authorized FleetNet user's secure logon.
- Behind APPENDIX 1 find a sample Vehicle Management Report (FN04) with illustration of an Embedded Excel file.

### **3.1.2 Employee Management Report (Report ID FN03) - w/ Embedded Excel File**

- Ideal for reviewing fuel usage and transaction information by employee instead of by vehicle.
- Report users find the Employee Management Report provides an excellent tool for identifying potential PIN sharing by employees. When the same Employee (PIN) has multiple transactions on the same day it is easy to identify misuse of PINS.
- Report includes an Embedded Excel Transaction File that opens in true Microsoft Excel.
- This report is formatted similarly to the Vehicle Management Report (FN04) just sorted by Employee instead of by Vehicle.
- Behind APPENDIX 1 find a sample Employee Management Report (FN03).

### **3.1.3 Monthly Customer Fleet Analysis Report (FN14) – with Embedded Excel File**

- This report provides an easy to review, one line per vehicle report to quickly review the vehicles by department and observe Year-To-Date summary statistics by vehicle.
- Most importantly the report includes the Total Cost Per Mile to operate the vehicle including both fuel and non-fuel (maintenance) expenditures
- Report includes Average Miles per Gallon MTD and YTD for the vehicles.
- Report includes an Embedded Excel Report File that opens in true Microsoft Excel.
  - Once Excel file is opened report users can sort the vehicles and easily rank them by performance measures such as Average MPG or Average Cost Per Mile to look for vehicles not performing to expectations.
- Fleet Managers that use the FN14 find the report to be an extremely valuable tool for monitoring fleet performance at a summary level (one line per vehicle with MTD and YTD summary key statistics)
- Behind APPENDIX 1 find a sample Customer Fleet Analysis Report (FN14) w/ Embedded Excel file illustration.

### **3.1.4 Fleet Fuel Management Report (FN05) - w/ Embedded Excel File**

- This report is ideal for customers that demand or require a separate report showing Fuel Only transactions.
- The Fuel Management Report is formatted identically to the Vehicle Management Report (FN04), just programmed to report Fuel transactions only.
- Report includes an Embedded Excel Transaction File that opens in true Microsoft Excel.
- Behind APPENDIX 1 find a sample Fuel Management Report (FN05).

### **3.1.5 Maintenance Management Report (FN06) - w/ Embedded Excel File**

- This report is ideal for customers that demand or require a separate report showing Non-Fuel (Maintenance) Only transactions.
- The Maintenance Management Report is formatted identically to the Vehicle Management Report (FN04), just programmed to report “Non-Fuel Only” (vehicle maintenance) transactions.
- Report includes an Embedded Excel Transaction File that opens in true Microsoft Excel.
- Behind APPENDIX 1 find a sample Maintenance Management Report (FN06).

### **3.1.6 Monthly Tax Management Report (FN07)**

- This report is ideal for customers needing summary Tax Reporting for each month.
- The report shows applicable Tax totals by Taxing Authority (i.e. Federal and States) and Tax Type. Both exempted and non-exempted tax totals and applicable gallons are shown.
- The grand total Tax Exempted and Tax Billed Amounts are reported.
- Behind APPENDIX 1 find a sample Tax Management Report (FN07).

### **3.1.7 Fleet Summary Report (FN11) – w/ Embedded Excel File**

- This report is ideal for customers with numerous accounts under a single bill group (invoice).
- Report provides a high level master summary of purchasing activity under all accounts in the Bill Group.

### **3.1.8 Exceptions Transaction Download Reporting and Denial Transaction Download Reporting via FleetNet Online system.**

- See broader explanations of Exceptions and Denial Reporting capability provided under the next section.

### **3.1.9 REAL-TIME Transaction Data (View Transactions or Download Transactions).**

Through the secure FleetNet logon, Users with allowed access are able to view Real Time transaction data or create and download transaction data reports.

- In Real Time (immediately after transactions occur), Authorized Fleet Contacts using their secure FleetNet logon can Find Transactions, View Transaction Details or even Download Transactions to Excel or a pre-programmed Adobe pdf report.
- Using the “Transaction Find” function, FleetNet Users can scroll through the list of the past 90 Days transactions and view Real Time Data.
- Transaction list shows:
  - Trans Date
  - Site ID
  - Product ID
  - Vehicle #
  - Employee #
  - Department Name
  - Sub-Department.
- After selecting a transaction in the list, the FleetNet User can click on “Transaction Detail” to view all pertinent details about the transaction.
  - Nearly 30 attributes of the Transaction, Site used and the Vehicle (i.e. odometer & miles since fill-up) are displayed.
- Download Real Time Transaction Data into either a pre-programmed Adobe report or a transaction file easily opened with Excel.
- Behind APPENDIX 1 find examples of print screens showing Real Time Transaction Data available at FleetNet.

### **3.1.10 Other Reports and Listings available via FleetNet, including: Employee Listing Report, Vehicle Listing Report, and Card Listing Report.**

- Create Employee Listings, Vehicle Listings or Card Listing Reports.
- Listings can be downloaded into either a pre-programmed Adobe report or an Excel file report.

## **3.2. EXCEPTIONS AND DENIED TRANSACTION REPORTING METHODOLOGIES**

In the sub-paragraphs below we provide explanations of the exceptions and denial reporting that will be provided to meet Customer's needs. The Fuelman program allows Customers to easily monitor and review Exceptions that occur by Drivers and Vehicles. Exceptions & Denied Transaction tracking and reporting occurs using the following methodologies which are discussed in greater detail in later sub-paragraphs:

- Exceptions Flags Noted on Customer's Fleet Management Report (provided at each billing)
- Exceptions Email Alerts.
- Exceptions Download Reporting from FleetNet on-line system (pdf or Excel report).
- Exceptions Flags noted on Other Optional Reports with Embedded Excel Files in Optional Reports for easy exceptions monitoring, sorting or re-distribution to managers.
- Transaction Denial Reporting available at FleetNet (Download pdf or Excel report).

### **3.2.1. Exceptions Flags on the Weekly Fleet Management Report (FN02).**

In the far right column of the Fleet Management Report (FN02) provided with each billing, the report shows Exceptions flags for any transactions that are considered Exceptions in the system. An Exceptions Codes Legend is provided at the front of the Fleet Management Report immediately below the product summary table. The legend only shows the codes that have appeared in the present report. Typical Exceptions Codes include but are not limited to:

Exceptions Code on FMR	Exceptions Description
1	Miles per gallon is outside of expected range.
2	Vehicle has exceeded expected range.
3	Vehicle is restricted from purchasing this fuel type.
4	Fuel volume exceeds vehicle's tank capacity.
5	Vehicle has exceeded its weekly fuel limit.
6	Vehicle has exceeded its daily fuel limit.
7	Vehicle has exceeded its weekly Fleet Supplies limit.
8	Vehicle has exceeded its weekly Fleet Services limit.
10	Vehicle has exceeded its daily transaction limit.
11	Odometer entry is out of sequence.
39	Employee is not authorized for purchases with this vehicle.
43	Manually keyed transactions at site

### **3.2.2. Exceptions Email Alerts.**

With our Fuelman Fleet Card program Customers can be set to receive Exceptions Alerts via Email or Text Message in near Real Time, right after they occur.

- Up to two (2) persons on the account can receive customized Exceptions Email or Text Message alerts.
- For managers or administrators who don't want to receive Emails for every exception, the system can be customized so they only receive Email Alerts for the specific, most important exceptions they want to receive.
- Exceptions Email Alerts will occur when a cardholder successfully completes a transaction that exceeds a report limit or denial limit for the vehicle/card.
- Of course purchase control limits are established by vehicle and can be customized by Customer (as previously explained in prior paragraph).
- Behind APPENDIX 1 find a sample Exceptions Alert Email.

### **3.2.3. Exceptions Download Reporting from FleetNet.**

For Exceptions transaction reporting FleetCor proposes Customer fleet administrators utilize our Exception Transaction Download Function built into the on-line FleetNet system. When utilizing this function the FleetNet user can select a "To" and "From" date range and then select "View Report" or "Download Data".

- With View Report - the FleetNet user will download a pre-programmed, easy to read Exceptions Report (Adobe® .pdf) for the selected date range.
- With Download Data - the FleetNet user will download an Exceptions transaction file which is easily opened in Excel for further analysis.

Our pre-programmed exception download report provides a quick, concise look at the driver errors that have appeared on any weekly or monthly fleet management report. The exceptions download report details which vehicles have NOT been fueled or operated in accordance with fleet guidelines set in the system.

- The first page of the report lists all employees with exceptions and the count of errors by employee for the period.
- The subsequent pages of the report shows the exceptions transactions Details in Date/Time order by Card Number including the Vehicle Number/Description and Employee information and Exception Code with Explanation.
- Behind APPENDIX 1 find a sample Exceptions Transaction Download Report.

### **3.2.4. Monitoring Exceptions with Embedded Excel Files in Optional Reports.**

By clicking on an Excel icon on the Optional Report, the report user can download the transactions in the report (available with the FN03, FN04, FN05, and FN06).

- All columns in the report are downloaded to the Excel file, including Exceptions Flags allowing the report user to easily sort, create pivot table reports and distribute Exceptions transactions to the Customer's appropriate department managers or personnel.
- This tool provides a quick way to monitor, track and call out employees attempting to misuse the system or not following prescribed procedures.
- We suggest either the FN04 Vehicle Management Report (Monthly) or the FN03 Employee Management Report (Monthly) be used for this Exceptions monitoring with Embedded Excel files.



- Behind APPENDIX 1 find a sample Optional Report (Vehicle Management Report FN04) with illustration of the Embedded Excel file feature.

### **3.2.5. Denial Transactions Download Reporting from FleetNet.**

Authorized FleetNet users now have the ability to download Denied Transactions. Similar to Exceptions Transaction downloads, the FleetNet user can select to download a pre-programmed pdf report or they can download a Denied transactions file which is easily opened in Excel for further analysis.

- The Denial reporting allows Customer to review transactions denied and see first-hand the potential fraud, misuse or abuse that is being stopped by the Fuelman system and card controls.
- Denial Download Reporting is an excellent tool to monitor drivers and look for employees who don't understand the system, who might need follow-up training or might have lost or forgotten their assigned PIN number.
- Behind APPENDIX 1 find a sample Denial Transactions Download Report.

### **3.3. CUSTOM DATA QUERIES, QUARTERLY AND YEAR END USAGE REPORTING**

A valuable program enhancement that FleetCor offers to Account Managed Customers is customized data queries pulled and prepared by our Contract Account Managers that will provide quarterly and year end usage reporting or other specialty summary level reporting as needed by Customer.

- Upon request from Customer's primary fleet administrators, our National Accounts team will work quickly to provide summary usage and expenditure data. Customer can rely on Charlene Winston and her team to provide the card usage data (gallons, dollars) or other special reports Customer may need for doing budgets, planning for fiscal periods, or to simply review the program including Exceptions Transactions at high summary levels.
- FleetCor has developed custom query tools using a system we call Quick Data, which allows our Account Managers to query our transaction Data Mart to compile reports and information for large accounts or large governmental customers.
- Since custom query reporting is specific to large customer needs, we do not provide samples of Custom Query Reporting in the SOLICITATION response. We would welcome further discussion or presentation regarding this capability upon request.

**4. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.**

**FleetCor Response:**

The largest suggested improvements or changes that we are making in this new TCPN contract are as follows:

- **Offer includes customizable Billing Frequency and Payment Terms Plans.**
  - There are so many different billing frequency and payment terms options as we have explained in our response to Question # 36 that we felt it important to make all of them available to TCPN Participants and our Billing Frequency and Payment Terms Matrix submitted under Question #36 allows the ultimate flexibility.
- **Offer includes Choice of Pricing Plan that Best suits Customer (or FleetCor).**
  - The current contract with TCPN is limited to wholesale cost based pricing (indexed to OPIS). Though this is a highly preferred pricing methodology for governments, we find that some customers simply prefer being priced based on Retail Price and in some markets Retail Margins might be so low on Unleaded gasoline that the retail pricing plan might suit their needs better.
  - Additionally there might be occasions where the Retail Spreads are so large and FleetCor's merchant structure is such that we can only offer the Retail based pricing plan with discount.
  - So the options of either OPIS based Cost-plus Pricing or Retail Minus Pricing enable us to meet every customer's needs and wants.

## GREEN INITIATIVES

- We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, promote energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

### **FleetCor Response:**

To the respondent's knowledge, FleetCor has no formal published environmental policy or green initiative to submit in this solicitation response.

## **VENDOR CERTIFICATIONS (IF APPLICABLE)**

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

### **FleetCor Response:**

We believe this is Not Applicable and would be an excessively burdensome task to get copies of all business licenses or business registration certificates together for this SOLICITATION. FleetCor registers to do business in States where it is required or applicable. If specific governmental TCPN Participants require that we provide proof of business registration certificates for their State, FleetCor will provide.

## **TAB 4 – PRODUCT / SERVICES**

**Pages in this section contain FleetCor's  
any responses to the Product / Services  
Specifications listed in  
Tab 4 – Products / Services**

## **TAB 4 – PRODUCT / SERVICES**

**A.** The contractor shall develop, implement, administer and maintain a fleet fuel card system for participating TCPN cooperative members in accordance with all terms, specifications, and conditions set forth herein. The contractor shall perform all services in accordance with the highest professional standards consistent with customary industry practices. The system provided by the contractor must include cost plus fuel pricing as well as include online account management and reporting, consolidated billing in paper, electronic, and/or magnetic media, card embossing and issuance, reports in paper, electronic, and/or magnetic media, professional customer service.

**B.** All fuel sold to the participating TCPN cooperative members shall comply with all applicable federal, state, and local standards and rules regarding grade, quality, storage, transport, etc.

**C.** This proposal is intended to be used to provide TCPN Cooperative Purchasing with fuel for its delivery vans, buses, trucks and automobiles. ~~This contract will commence upon award and may be renewed annually for four (4) additional annual terms.~~ **This contract will commence upon award for three (3) years with an option to renew for an additional two (2) one –year extensions.**

It shall be renewed automatically with existing terms and conditions unless either party provides written notice 90 days prior to the renewal of the contract.

**D.** As a means of preventing unauthorized purchases in the event the card is lost or stolen, the card must have the capability of having a two-component authorization as requested by the participating TCPN cooperative member. The card itself can count as one of the authorization components. Upon request, the contractor's card must incorporate at least one other authorization, e.g., vehicle card plus driver ID; driver ID plus a PIN, etc.

### **E. SPECIFIC PRODUCT SPECIFICATIONS - DEPOT STATIONS**

All fuel sold to TCPN Members shall comply with all applicable federal, state, and local standards and rules regarding grade, quality, storage, transport, etc.

1) **PRICE ESCALATION:** During the period of this contract, prices may be increased or decreased in accordance with Oil Price Information Service (OPIS) and its weekly publication. For example, in Texas price changes will be governed by an index made up of the composite posted prices in Houston, TX or the nearest major metropolitan area of those companies published in the weekly publication. In other states price changes will be governed by an index made up of the composite posted prices in that state of those companies published in the weekly publication. TCPN will consider alternatives to this and proposers may submit alternative methods of calculating rates and charges.

2) The fleet fuel card must be capable of capturing at minimum data at the time of purchase:

a) Price per gallon

b) Excise tax detail

c) Tax exempt calculation (in states where available pricing for school districts should be tax free of the applicable sales taxes where exempt or a yearly report must be submitted on behalf of the school districts where this applies for reimbursement of taxes paid.

- d) Grade, type of fuel purchased (includes alternative fuels such as CNG, Propane, E-85, B-20 Biodiesel and any other applicable fuel)
- e) Odometer reading (entered by the operator)
- f) Quantity of fuel purchased
- g) Date, time and location of purchase
- h) Identification number of the card user

3) The fleet fuel card should also be capable of capturing, calculating, and reporting the following information at the time of purchase:

- a) Miles per gallon and cost per mile
- b) Miles driven since last report
- c) Total miles driven year-to-date
- d) Total gallons purchased year-to-date

4) The range of information available on reports should include the following information:

- a) Account Number
- b) Card ID
- c) License plate number/card assignee
- d) Date and time of transaction
- e) Number of unit purchased
- f) Fuel type including alternative fuels accurately reported, e.g., E-85, biodiesel @ 20% blend, LPG, CNG, and any other applicable fuel
- g) Odometer reading
- h) Commodity purchased and grade of commodity
- i) Mileage from last fill-up
- j) Vendor
- k) Price per unit
- l) Total price
- m) Total federal and state taxes
- n) Net price after taxes are deducted
- o) Product Codes and/or description of items purchased (e.g., gas, oil, etc.)
- p) Name of individual making the purchase

5) Use of the contractor's card shall be capable of being restricted in certain instances given the direction of the Coop members' program administrator. Restrictions which may be specified may include but not be limited to the following:

- a) Transaction dollar limits for each card, i.e., sets a maximum dollar amount per card per transaction
- b) Transaction dollar limits by product type

- c) Maximum dollar limits per day
- d) Number transactions per day per card
- e) Maximum dollar limits per each card per billing cycle
- f) Restrictions on fuel type, e.g., premium blend
- g) Types of products, i.e., card may be usable for fuel only as specified by program administrator

## **FORM B**

OPIS Branded Average

\_\_\_\_\_ GRADE GASOLINE - DEPOT STATIONS

OPIS Rack Price for (\_\_\_\_\_) \$ \_\_\_\_\_

Super Fund/Remediation Fee \$ \_\_\_\_\_

\* Bidder's Constant Add-On \$ \_\_\_\_\_

Taxes (excluding Federal Taxes) \$ \_\_\_\_\_  
 (note: Taxes include State Excise Tax and Texas Petroleum Loading Fee)

BID PRICE (\_\_\_\_\_) \$ \_\_\_\_\_

\* Bidder's Add-On will be constant throughout the bid period commencing with the due date.

BRAND BID: \_\_\_\_\_ BRAND BID:  
 BRAND BID: \_\_\_\_\_ BRAND BID:



## **TAB 4 – PRODUCT / SERVICES (Responses to Product/Services Specifications).**

### **PRODUCT / SERVICES.**

#### **FleetCor Response:**

We have copied the Product / Services requirements under TAB 4 of the SOLICITATION into this section and under each item acknowledged whether FleetCor meets or exceeds requirement. We have provided additional information or clarification where we feel appropriate.

**A. The contractor shall develop, implement, administer and maintain a fleet fuel card system for participating TCPN cooperative members in accordance with all terms, specifications, and conditions set forth herein. The contractor shall perform all services in accordance with the highest professional standards consistent with customary industry practices. The system provided by the contractor must include cost plus fuel pricing as well as include online account management and reporting, consolidated billing in paper, electronic, and/or magnetic media, card embossing and issuance, reports in paper, electronic, and/or magnetic media, professional customer service.**

#### **FleetCor Response:**

FleetCor meets or exceeds the requirements. We do offer and provide OPIS based cost-plus pricing. Additionally as an alternative, we even offer Retail based pricing should the TCPN Participant prefer that method.

**B. All fuel sold to the participating TCPN cooperative members shall comply with all applicable federal, state, and local standards and rules regarding grade, quality, storage, transport, etc.**

#### **FleetCor Response**

FleetCor meets or exceeds this requirement.

**C. This proposal is intended to be used to provide TCPN Cooperative Purchasing with fuel for its delivery vans, buses, trucks and automobiles. ~~This contract will commence upon award and may be renewed annually for four (4) additional annual terms.~~ This contract will commence upon award for three 3 years with an option to renew for an additional two (2) one –year extensions.**

It shall be renewed automatically with existing terms and conditions unless either party provides written notice 90 days prior to the renewal of the contract.

#### **FleetCor Response:**

FleetCor meets or exceeds this requirement.

**D. As a means of preventing unauthorized purchases in the event the card is lost or stolen, the card must have the capability of having a two-component authorization as requested by the participating TCPN cooperative member. The card itself can count as one of the authorization components. Upon request, the contractor's card must incorporate at least one other authorization, e.g., vehicle card plus driver ID; driver ID plus a PIN, etc.**

**FleetCor Response:**

FleetCor meets or exceeds this requirement.

**E. SPECIFIC PRODUCT SPECIFICATIONS - DEPOT STATIONS**

**All fuel sold to TCPN Members shall comply with all applicable federal, state, and local standards and rules regarding grade, quality, storage, transport, etc.**

**FleetCor Response:**

FleetCor meets or exceeds this requirement.

**1) PRICE ESCALATION: During the period of this contract, prices may be increased or decreased in accordance with Oil Price Information Service (OPIS) and its weekly publication. For example, in Texas price changes will be governed by an index made up of the composite posted prices in Houston, TX or the nearest major metropolitan area of those companies published in the weekly publication. In other states price changes will be governed by an index made up of the composite posted prices in that state of those companies published in the weekly publication. TCPN will consider alternatives to this and proposers may submit alternative methods of calculating rates and charges.**

**FleetCor Response:**

FleetCor meets or exceeds this requirement.

**2) The fleet fuel card must be capable of capturing at minimum data at the time of purchase:**

- a) Price per gallon**
- b) Excise tax detail**
- c) Tax exempt calculation (in states where available pricing for school districts should be tax free of the applicable sales taxes where exempt or a yearly report must be submitted on behalf of the school districts where this applies for reimbursement of taxes paid.**
- d) Grade, type of fuel purchased (includes alternative fuels such as CNG, Propane, E-85, B-20 Biodiesel and any other applicable fuel)**
- e) Odometer reading (entered by the operator)**
- f) Quantity of fuel purchased**
- g) Date, time and location of purchase**
- h) Identification number of the card user**

**FleetCor Response:**

FleetCor meets or exceeds this requirement.

**3) The fleet fuel card should also be capable of capturing, calculating, and reporting the following information at the time of purchase:**

- a) Miles per gallon and cost per mile**
- b) Miles driven since last report**
- c) Total miles driven year-to-date**
- d) Total gallons purchased year-to-date**

**FleetCor Response:**

FleetCor meets or exceeds this requirement.

**4) The range of information available on reports should include the following information:**

- a) Account Number**
- b) Card ID**
- c) License plate number/card assignee**
- d) Date and time of transaction**
- e) Number of unit purchased**
- f) Fuel type including alternative fuels accurately reported, e.g., E-85, biodiesel @ 20% blend, LPG, CNG, and any other applicable fuel**
- g) Odometer reading**
- h) Commodity purchased and grade of commodity**
- i) Mileage from last fill-up**
- j) Vendor**
- k) Price per unit**
- l) Total price**
- m) Total federal and state taxes**
- n) Net price after taxes are deducted**
- o) Product Codes and/or description of items purchased (e.g., gas, oil, etc.)**
- p) Name of individual making the purchase**

**FleetCor Response:**

FleetCor meets or exceeds this requirement.

**5) Use of the contractor's card shall be capable of being restricted in certain instances given the direction of the Coop members' program administrator. Restrictions which may be specified may include but not be limited to the following:**

- a) Transaction dollar limits for each card, i.e., sets a maximum dollar amount per card per transaction**
- b) Transaction dollar limits by product type**
- c) Maximum dollar limits per day**
- d) Number transactions per day per card**
- e) Maximum dollar limits per each card per billing cycle**
- f) Restrictions on fuel type, e.g., premium blend**
- g) Types of products, i.e., card may be usable for fuel only as specified by program administrator**

**FleetCor Response:**

FleetCor meets or exceeds this requirement. Our Fuelman Fleet card program (proprietary card) offers best in class purchase controls capability.

**FORM B**

OPIS Branded Average

\_\_\_\_\_ GRADE GASOLINE - DEPOT STATIONS

OPIS Rack Price for (\_\_\_\_\_) \$ \_\_\_\_\_

Super Fund/Remediation Fee \$ \_\_\_\_\_

\* Bidder's Constant Add-On \$ \_\_\_\_\_

Taxes (excluding Federal Taxes) \$ \_\_\_\_\_  
(note: Taxes include State Excise Tax and Texas Petroleum Loading Fee)

BID PRICE (\_\_\_\_\_) \$ \_\_\_\_\_

\* Bidder's Add-On will be constant throughout the bid period commencing with the due date.

BRAND BID: \_\_\_\_\_ BRAND BID:  
BRAND BID: \_\_\_\_\_ BRAND BID:

## **TAB 5 – REFERENCES**

**Pages in this section contain the  
FleetCor's References  
as requested in the SOLICITATION**

## **TAB 5 – REFERENCES**

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

## TAB 5 – REFERENCES (References Provided).

### REFERENCES.

#### SOLICITATION Specification

#### TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

#### FleetCor Response

We have copied below the TAB 5 – REFERENCES requirement if the SOLICITATION. We have limited the references to 6 customers.

1.

<b>Customer Name:</b>	State Mississippi - Office of Purchasing, Travel and Fleet Management
<b>Contact Name &amp; Title:</b>	Wayne Cranford Director, Bureau of Fleet Management
<b>Contact Phone:</b>	(601) 359-5041
<b>Brief Description of Service Provided and Period of Service:</b>	State Contract Catalog No. 946-43 for Fuel Access Card Services. FleetCor provides for retail purchases of fuel and maintenance as well as consigned inventory services at 16 state owned automated sites operated by Mississippi DOT and DPS with card reader equipment. All State agencies utilize the contract and most all political subdivision (cities, counties and public schools) piggyback onto the State contract. The previous 2 contracts completed were from December 1999 - November 2004; and December 2004 - February 2010. The current contract still being served began March 1, 2010.



2.

<b>Customer Name:</b>	Tennessee Department of Transportation
<b>Contact Name &amp; Title:</b>	Lance Goad Fiscal Director 1
<b>Contact Phone:</b>	(615) 253-4275
<b>Brief Description of Service Provided and Period of Service:</b>	TDOT Contract No. FA-1235117 for a fuel card to provide for the provision of gasoline, diesel, alternative fuels and minor maintenance purchases for state vehicles, as well as consigned gasoline and diesel at 30+ TDOT and other State owned fuel sites including DPS. The contract covers all State agencies in Tennessee. FleetCor provides the proprietary Fuelman Fleet Card. The first contract completed began in 1995, second contract completed began in 9/11/2000, third contract completed began 9/12/2005, and the current contract still being served began 7/1/2011.

3.

<b>Customer Name:</b>	City of Charlotte / Mecklenburg County, NC
<b>Contact Name &amp; Title:</b>	Karen King Operations Manager, Equipment Management Division (City of Charlotte)
<b>Contact Phone:</b>	(704) 336-5775
<b>Brief Description of Service Provided and Period of Service:</b>	Contract No. 1200369 for Fuel Supplies, Fleet Cards, and Related Services. This contract provides for retail fuel purchases for the entire city and county fleet, 6 automated city and county owned fuel sites with consigned inventory services, bulk fuel purchases for the City's smaller or even larger non-highway use tanks. Some minor retail vehicle maintenance purchases and automotive related non-fuel items such as DEF are provided. The city requires mandatory daily electronic transaction file reporting which is imported to the City's fleet tracking system daily for maintaining some 3,000+ vehicles. The first City contract started July 1995 (5 year term completed); the second contract started in September of 2000 (5 year term completed); third contract started 4/1/2006 (5+ year contract completed), and current contract began November 1, 2011 (a 5 year contract).

4.

<b>Customer Name:</b>	Caddo Parish School Board
<b>Business Address:</b>	1961 Midway St. Shreveport, LA 71108
<b>Contact Name &amp; Title:</b>	Tim Graham Purchasing Agent
<b>Contact Phone:</b>	(318) 603-6479
<b>Brief Description of Service Provided and Period of Service:</b>	Retail fuel purchases, 3 on-site automated school board owned sites with consigned inventory services. First contract started July 1997, 9 year term, current contract started 7/1/2007. This contract also serves City of Shreveport, LA, Caddo Parish Commission, Caddo Parish Sheriff's Office, Bossier Parish School Board and St. Martins Parish School Board.

5.

<b>Customer Name:</b>	City of Beaumont, TX
<b>Business Address:</b>	4955 Lafin Road Beaumont, TX 77705
<b>Contact Name:</b>	Jeff Chavez, Fleet Superintendent
<b>Contact Phone:</b>	(409) 842-5885
<b>Brief Description of Service Provided and Period of Service:</b>	Retail fuel purchases and automated backyard consigned fuel services for the City. 2001 to Present.

6.

<b>Customer Name:</b>	Harris County, Texas
<b>Business Address:</b>	2505 Texas Avenue, Houston, TX 77003
<b>Contact Name:</b>	Keith Branner, CAFM, Director – Fleet Services
<b>Contact Phone:</b>	(713) 755-5362
<b>Brief Description of Service Provided and Period of Service:</b>	Retail fuel purchases. Since 1999.

## **TAB 6 - PRICING**

**Pages in this section contain FleetCor's  
Pricing Proposal which includes response  
the Solicitation's requests for Electronic  
Price Lists and Not to Exceed Pricing**

## **TAB 6 – PRICING**

### **Electronic Price Lists**

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
- Electronic price lists must contain the following:
  - Manufacturer part #
  - Vendor part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to TCPN (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

### **Not to Exceed Pricing**

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Provide a series of Pricing Examples and Pricing Discount Schedules. Indicate any list price adjustment your company intends on providing during the contract period and what is it based on i.e. OPIS, etc. Please include the cost any agencies may incur from these services (OPIS) from other sources if known or where those prices can be found.

Supplementary products and services, ie catalogs and information: Provide any supplementary information or an appendix your company wishes to attach that clarifies the answers to the previous questions. Please tab each specific section and reference these back to the table of contents for easier reading.

## **TAB 6 – PRICING (Proposed Pricing Options)**

### **Article 6.1. FUELMAN PROPRIETARY FLEET CARD PROGRAM PRICING.**

#### **6.1.1. Electronic Price Lists (Fuelman Proprietary).**

##### **OPIS Based Cost-Plus Pricing Program at OFF-SITE/RETAIL (Fuelman Proprietary)**

FleetCor agrees to price fuel to Participants based on an OPIS based cost plus pricing formula as requested in the RFP. Excluding Convenience Network Locations where pricing shall be based on retail prices as described below, Price for fuel products purchased by Participants selecting this pricing option will be equal to the sum of the following:

1. Applicable terminal/rack refiner price (branded or unbranded) as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter “OPIS Newsletter Prices”) for each product purchased that calendar week. OPIS is an independent company that tracks and provides refiner terminal rack prices to re-sellers by Rack Market.

Note: Rack Market refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up.

2. Freight rate (Fuel Delivery to Retail Acceptance Sites). Freight rates vary by location based on applicable transportation costs per gallon provided to FleetCor by the card accepting merchant (including any dealer rate adjustments).
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. FleetCor’s cost plus service fee or mark-up (margin) per gallon shall be as follows by fuel product:

Unleaded Gasoline	<u>\$ 0.110</u>	Premium Gasoline	<u>\$ 0.110</u>
Mid Grade Gasoline	<u>\$ 0.110</u>	Diesel Fuel	<u>\$ 0.140</u>

##### **OPIS Based Cost-Plus Pricing for CONSIGED FUEL SERVICE (Fuelman Proprietary)**

FleetCor agrees to price on-site consigned fuel to Participants based on an OPIS based cost plus pricing formula as requested in the RFP. Price for fuel products purchased at on-site consigned fuel locations will be equal to the sum of the following:

1. Applicable Rack Average price for Rack City from which fuel is supplied to the location as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter “OPIS Newsletter Prices”) for each product purchased that calendar week. OPIS is an independent company that tracks and provides reporting of refiner terminal rack prices to re-sellers by Rack Market.

Note: Rack Market refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up.

2. Fuel supplier freight as charged FleetCor which should remain constant for the term of the contract barring common carrier increases (may include dealer adjustment for equipment maintenance adder).
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. FleetCor’s cost plus service fee or mark-up (margin) per gallon shall be as follows:

All Fuel Grades	<u>\$ 0.119</u>
-----------------	-----------------

**NOTE:** FleetCor reserves the right to reduce the markup quoted for high volume consigned fuel sites. See TAB 9 for additional FleetCor Terms & Conditions for Consigned Fuel Services.

### **Tax Exempt Billing**

FleetCor shall provide tax exempt billing to the Participant to the extent allowed by the Federal and State Government. We are allowed to exempt the Federal motor fuel excise tax which is **\$0.183** per gallon for gasoline and **\$0.243** per gallon for diesel fuel. The LUST portion of the federal excise tax (\$0.001 per gallon) and the Federal Oil Spill Liability Tax (0.0019 per gallon) cannot be exempted. State tax exemption capability varies by State, Participants must inquire with FleetCor to find out if State tax exemptions are allowed in their state. Customer shall provide tax exemption certificates or other related information as required from time to time by FleetCor to maintain tax exempt status.

### **Retail Based Pricing Program With Volume Discount Rebate (Fuelman Proprietary)**

As an alternative pricing program for Participants under the TCPN contract, FleetCor hereby agrees to provide a Retail Based Pricing Program. Customer shall choose between Cost-plus pricing or Retail Based Pricing, FleetCor cannot offer both pricing formats at the same time to a Participant and Participants shall not be allowed to switch from one pricing format to another more than once in a year. In rare market circumstances, FleetCor might require a Customer be priced based on Retail pricing, not Cost-plus pricing as we have disclosed in our response.

Except for pricing exceptions at convenience network locations defined below and never below FleetCor's cost, price for fuel products purchased by Customer will be equal to retail pump price at the card accepting merchant location. Provided payments are received within terms, Customer shall be eligible for rebates as illustrated below via a volume discount (tiered volume table). Volume discounts and discount tiers are applied to each individual Government (TCPN Participant) separately. If a government Participant has multiple accounts that governments volumes shall be grouped together for sake of calculating the volume discount.

#### **VOLUME DISCOUNT TABLE (Fuelman Proprietary - Retail Price Program)**

<b>REBATE PER GALLON</b>	<b>MONTHLY BILLING FREQUENCY VOLUME TIERS</b>	<b>BI-WEEKLY BILLING FREQUENCY VOLUME TIERS</b>	<b>WEEKLY BILLING FREQUENCY VOLUME TIERS</b>
<b>\$0.020</b>	<b>1,290 – 4,300</b>	<b>600 – 2,000</b>	<b>300 – 1,000</b>
<b>\$0.030</b>	<b>4,301 – 8,600</b>	<b>2,001 – 4,000</b>	<b>1,001 – 2,000</b>
<b>\$0.040</b>	<b>8,601 +</b>	<b>4,001 +</b>	<b>2,001 +</b>

### **Billing Frequency/Payment Terms Pricing Adjustments**

See our response to Question #36 under Tab 3 for additional discounts or adders that shall apply for Customer's selected Billing Frequency and Payment Terms. The standard billing frequency and payment terms are Bi-Weekly, Net 14 Days. If a different Billing Frequency or Payment Term is selected from the Billing Frequency and Payment Terms Matrix provided under Question #36, then either additional discounts or pricing adders shall apply.

### **Pricing Exceptions – Convenience Network Locations and Never below FleetCor's Cost**

Convenience Network locations are defined as sites accepting the Fuelman Card that are determined by FleetCor to be a part of the Fuelman Network solely to provide added convenience to Clients. Gallons purchased and Convenience Network locations are not

applicable to volume discount program offers. The current list of merchant's (subject to future change) with applicable Convenience Network Pricing includes:

- Sinclair brand stations at posted retail price.
- ARCO brand at posted retail price plus \$0.10 per gallon.
- Chevron/Texaco brand stations at posted retail price.
- Pilot or Flying J Travel Center Stations at credit retail price for diesel purchases, retail price for gasoline purchases.
- Love's Country Store / Travel Center Stations at credit retail price for diesel purchases, retail price for gasoline purchases.
- TA (Travel Centers of America) or Petro Travel Centers at credit retail price for diesel purchases, retail price for gasoline purchases.

FleetCor reserves the right to never bill Customer for any purchase at a price below FleetCor's cost to settle with the Merchant and in the event the Customer's price calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.

#### **6.1.2. Not to Exceed Pricing (Fuelman Proprietary).**

We have provided our pricing explanations in the section above.

## **Article 6.2. UNIVERSAL PREMIUM FLEET MASTERCARD PROGRAM PRICING.**

### **6.2.1. Electronic Price Lists (Universal Premium Fleet MasterCard).**

#### **Retail Based Pricing Program With Volume Discount Rebate (Universal Premium)**

Price for fuel products purchased by Customer will be equal to retail pump price at the card accepting merchant location. Provided payments are received within terms, Customer shall be eligible for rebates as illustrated below via a volume discount (tiered volume table). Volume discounts and discount tiers are applied to each individual Government (TCPN Participant) separately. If a government Participant has multiple accounts those volumes shall be grouped together for sake of calculating the volume discount.

**VOLUME DISCOUNT TABLE (Universal Premium Fleet MasterCard)**

<b>REBATE PER GALLON</b>	<b>MONTHLY BILLING FREQUENCY VOLUME TIERS</b>	<b>TWICE MONTHLY BILLING FREQUENCY VOLUME TIERS</b>
<b>\$0.005</b>	<b>1 – 1,999</b>	<b>1 – 999</b>
<b>\$0.010</b>	<b>2,000 – 4,999</b>	<b>1,000 – 2,499</b>
<b>\$0.015</b>	<b>5,000 – 9,999</b>	<b>2,500 – 4,999</b>
<b>\$0.020</b>	<b>10,000 – 19,999</b>	<b>5,000 – 9,999</b>
<b>\$0.025</b>	<b>20,000 – 29,999</b>	<b>10,000 – 14,999</b>
<b>\$0.030</b>	<b>30,000 +</b>	<b>15,000 +</b>

An additional 3¢ off each gallon purchased within the Fuelman Discount Network. Fuelman Discount Network means Fuelman Network locations which participate in the Discount Network Program. FleetCor will provide a web link to pull a listing of participating locations as needed.

### **6.2.2. Not to Exceed Pricing (Universal Premium Fleet MasterCard).**

We have provided our pricing explanations in the section above.



## **TAB 7 – VALUE ADD**

**Pages in this section contain FleetCor's  
Explanations about Additional Products  
and/or Services not included in the scope  
of the Solicitation which will add value to  
Participants**

## **TAB 7 – VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

## **TAB 7 – VALUE ADD (Additional Products and Services from FleetCor that Add Value)**

### **FleetCor Response:**

FleetCor's offer includes utilizing the Fuelman Fleet card (our proprietary fleet card program). This card provides the tightest purchase controls in the fuel card industry, including pump shut-off at a pre-determined gallon limit, which greatly reduces our Customer's exposure to unauthorized purchases; real-time transactions processing and posting, which allows for instant visibility of all fuel card transactions; real-time exception reporting, which allows for an immediate response to an attempted unauthorized purchase; 100% Level 3 data reported to the Customer, which provides clean data and complete visibility to all fuel card transactions; and our card can be a true "fuel only"<sup>1</sup> card, which gives Customer's piece of mind that non-fuel purchases will be prohibited.

<sup>1</sup> Subject to merchants POS Authorization Limitations as described in FleetCor Terms & Conditions.

In addition to our outstanding features and benefits provided by the Fuelman Fleet Card, we hereby offer additional Value Add services to from FleetCor as listed below.

### **7.1. CONSIGNED FUEL SERVICES (ON-SITE FUEL MANAGEMENT PROGRAM).**

#### **Highlights of the Consigned Fuel Services Program include:**

- Card reader installed at your fueling location providing fuel pump automation controls.
- Automation Controls limit access to the fuel pumps and prevents unauthorized access.
- Fuel inventory supplied by FleetCor's National Fuel Supplier.
- Fuel Supplier purchases existing on-hand inventory, freeing up valuable working capital
- Continued Cash flow benefits by avoiding large outlays for replenishing inventory
- Fuel inventory levels are monitored, managed and replenished as needed
- Pay for fuel only as it is pumped via Fuelman reporting and invoice.
- On-site fuel purchases are integrated into the reporting with off-site transactions, allowing more accurate mileage reporting and vehicle performance monitoring.
- No more large bulk delivery invoices
- Fuel price set weekly based on wholesale prices indexed to OPIS Newsletter Prices
- The consigned program (on-site) combined with off-site (retail) purchases provides the best approach to get automatic exact dollar fuel accountability to the cost center and asset level. Accounting is easy and automatic.
- For governments that have multiple cost centers purchasing fuel from on-site tanks, Fuelman automatically bills the appropriate cost centers for their fuel usage, relieving the government from handling internal billings for on-site tank usage.

For more in depth explanations and applicable terms and conditions for Consigned Fuel Service see Response Section 9.2 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES behind **TAB 9**.

### **7.2. MEMO TRACKING FUEL SERVICES (ON-SITE FUEL MANAGEMENT PROGRAM).**

#### **Highlights of the Memo Tracking Services Program include:**

- Fuel pump automation controls through customer owned card reader.
- Automation controls limit access to the fuel pumps and prevents unauthorized access

- Customer continues buying fuel from their preferred local fuel supplier at bulk rates.
- Customer continues managing on-site fuel levels as it prefers.
- On-site fuel usage is tracked by card-swipe transaction and card reader dials Fuelman authorizer for processing.
- On-site fuel purchases are integrated into the reporting with off-site transactions, allowing more accurate mileage reporting and vehicle performance monitoring.
- Odometer Readings and Driver ID making purchase are captured and reported
- Only charged a small per gallon memo tracking fee by Fuelman (billed in the Fuelman Reporting.

For more in depth explanations and applicable terms and conditions for Memo Tracking Services, see Response Section 9.3 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE MEMO TRACKING SERVICES; found behind **TAB 9**.

### **7.3. PRICE PROTECTION PROGRAM.**

In addition to the outstanding attributes of our Fuelman card mentioned above, FleetCor also offers a Price Protection Program, which allows Customers the ability to lock in today's price on retail fuel to be used on future purchases. The program can be set up to provide equal monthly payments throughout a 6 month period, which allows Customers cost certainty in budgeting for fuel costs, as well as piece of mind that as the retail price of fuel goes up, they are paying the locked in price, therefore realizing a savings on the cost of retail fuel. The programs we have offered in the past have been strictly for non-tax exempt customers. If awarded the TCPN contract, and upon official notice from TCPN that it would like to work to develop a Fuel Price Protection Program for its Participants, FleetCor will arrange for this work and project to be done with assistance from our program partner Magellan Fuel.

### **7.4. TELEMATICS (GPS) INTEGRATION (WITH SELECTED PARTNERS).**

FleetCor currently integrates with industry leading partners providing telematics services to fleets of all sizes. Many of our integrated partners incorporate FleetCor's fuel card data with data provided by GPS vehicle tracking solutions to create rich reporting to help fleets better manage their fuel expenses. Integrated data powers reporting such as accurate GPS-based location and time data for each card transaction to better identify theft, alerts that pinpoint other fuel-wasting practices and theft, and real Miles Per Gallon based on distances measured by GPS versus data entered by employees during fueling transactions.

### **7.5. MAINTENANCE SPEND AND PREVENTIVE MAINTENANCE TRACKING (CHECKMAINT™).**

With Fuelman, Customers who want to use the fleet cards for maintaining their fleet can set up their vehicles/cards to allow spending on vehicle maintenance and fleet supplies. Weekly dollar spend limits for these categories can be established on the cards.

#### CheckMaint™ Preventive Maintenance Tracking.

FleetCor offers an optional preventive maintenance tracking and maintenance reporting application called "CheckMaint™". CheckMant™ provides a web based system linked to our on-line FleetNet system for customers desiring preventive maintenance tracking (including Email notifications) and more advanced Year-to-Date maintenance reporting. Once the Customer is set up in our system for CheckMaint™, users access it via their normal FleetNet

on-line logon. CheckMaint™ is a comprehensive, web-based fleet service which is very economical considering there is no required extra hardware, software or equipment to operate the system. Transaction data flow is seamless and fully integrated in FleetCor's servers whereby the CheckMaint™ database is updated regularly with the Fuelman fuel and maintenance transaction data for easy odometer capture and maintenance transaction tracking. Email notifications for services due items streamline the fleet coordinators duties for notifying drivers or department managers of service work needed. Easy to use reports showing Vehicles with Services Due include visual indicators of past due status. The application even provides a method for users to manually input maintenance or vehicle repair/service transactions that occur outside the Fuelman network, thereby forcing the service due status off the reports. FleetCor has already programmed pre-defined core repair Service Schedules into CheckMaint™ for easy selection of the best service intervals / classes that suit the Customer's vehicle needs. This takes the headache out of trying to define Service Classes. Oil Change Only Classes have been pre-programmed for customers who just want to track oil changes in the system and not all the other items.

As an introductory offer, FleetCor offers to provide the CheckMaint™ program free of charge for the first 12 months of use, thereafter a small charge may apply.

#### **7.6. ROADSIDE ASSISTANCE.**

Fuelman offers a 24 Hour Roadside Assistance program. We have partnered with National Automobile Club (NAC) to offer this program to Fuelman customers, This service will be:

- 24 hours/day x 365 days/year
- Nationwide full service vendor network
- Covers all sized vehicles
- Services offered include:
  - Services offered:
  - Lock Outs
  - Towing Service
  - Tire Changes
  - Fuel Delivery
  - Battery Service
  - Mechanical First Aid

To utilize FleetCor's Roadside Assistance, customers should call (Toll free) **1-888-242-7280** for service.

- It is easy to use; one toll free call to their experienced service experts and they will dispatch service for you. NAC will follow up after each service call to assure that the emergency has been resolved to your satisfaction.

For more information about the Roadside Assistance Program see the flyer attached on the next page.



## Nationwide Emergency Roadside

- Decrease driver "downtime" with fast, reliable service
- No out-of-pocket expenses to your drivers
- Automatically activated for all Fuelman customers
- No monthly fees—you only pay when service is provided
- Competitive regional pricing

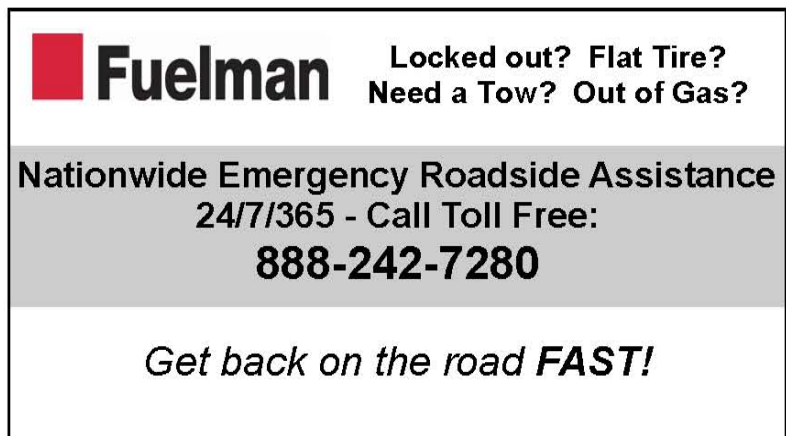
Fuelman partnered along with the National Automobile Club offers 24/7/365 Emergency Roadside Assistance for all sized vehicles. The NAC has a nationwide full service vendor network to get your drivers back on the road.

It is easy to use; one toll free call to their experienced service experts and they will dispatch service for you. NAC will follow up after each service call to assure that the emergency has been resolved to your satisfaction.

### Services offered:

- Lock Outs
- Towing Service
- Tire Changes
- Fuel Delivery
- Battery Service
- Mechanical First Aid

### Sample Driver Wallet Cards



To learn more about the program or to order Driver Wallet Cards, please call Fuelman Customer Service at **1-800-877-0800**

### **7.7. CLC LODGING.**

A leading negotiator of workforce lodging rates, CLC offers deep discounts, hotel network size, buying power and billing options to help Customers cut their company's workforce travel costs. CLC typically saves members up to 20-40% on lodging costs.

### **7.8. TAX EXEMPT UNIVERSAL PREMIUM FLEET CARD MASTERCARD®.**

FleetCor hereby offers to TCPN Participants an optional fleet card program that would be very different from our Proprietary fleet card. We call the program our Tax Exempt Universal Premium Fleet Card MasterCard. The Tax Exempt Universal Premium MasterCard will be a great fleet card for Participants who demand Universal Site Coverage since the card is accepted at over 160,000 fueling locations nationwide. The program shall include tax exempt billing. The program shall include the ability to limit use of the card for fuel only and limit the use of the card at only sites the process Level 3 data (via pay at pump). The Tax Exempt Universal Premium Fleet MasterCard is scheduled for launch in late first quarter of 2012.

Behind APPENDIX 2 we provide a brief slide presentation that shows some product and pricing information about the program. We have also quoted prices for the Tax Exempt Universal Premium Fleet MasterCard under TAB 6 – PRICING.

## **TAB 8 – REQUIRED DOCUMENTS**

**Pages in this section contain the  
required Completed and Signed  
Documents (Forms)**



## **TAB 8 - REQUIRED DOCUMENTS**

- DOC #1    Clean Air and Water Act / Debarment Notice
- DOC #2    Lobbying Certification
- DOC #3    Contractors Requirements
- DOC #4    Antitrust Certification Statement

**Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: FleetCor Technologies Operating Company, LLC d.b.a. Fuelman

Title of Authorized Representative: President, US Direct Business

Mailing Address: 5445 Triangle Parkway, Suite 400, Norcross, GA 30092

Signature: \_\_\_\_\_



**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

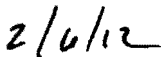
The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



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Signature of Respondent



---

Date

**CONTRACTOR REQUIREMENTS****Contractor Certification****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed.

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**Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.


The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

2/6/12

Date

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** FleetCor Technologies Operating  
Company, LLC d.b.a. Fuelman


\_\_\_\_\_  
\_\_\_\_\_

**Address** 5445 Triangle Parkway, Suite 400  
Norcross, GA 30092

\_\_\_\_\_

**Phone** (800) 877-9019 xt. 19195

**Fax** (770) 449-3471

**Bidder**   
Signature

Todd House  
Printed Name

President, US Direct Business  
Position with Company

**Authorizing Official**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position with Company

## **TAB 9 – FLEETCOR TERMS & CONDITIONS**

**Pages in this section contain FleetCor's  
General Terms & Conditions for Use of  
Fleet Cards as well as FleetCor's Terms &  
Conditions for Providing Consigned Fuel  
Services or Memo Tracking Services**

## **9.1. FLEETCOR'S GENERAL TERMS & CONDITIONS FOR USE OF FLEET CARDS**

FleetCor hereby introduces certain general terms and conditions for use of Fuelman fleet credit cards provided under this Solicitation and subsequent contract with TCPN. If the TCPN requires specific modifications to these General Terms & Conditions, FleetCor suggests we work through those changes in the final contracting process.

### **9.1.1. Security, Loss, Theft, or Unauthorized Use of Card.**

**9.1.1.a. General Security.** Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.

**9.1.1.b. FleetCor's Liability.** In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this Article 8.1 and in the event that the Account has been issued fewer than ten (10) Cards, FleetCor will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized Transactions or Account activity.

**9.1.1.c. Customer's Responsibility.** It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

**9.1.1.d. Lost or Stolen Cards.** Customer shall report all lost or stolen Cards to FleetCor immediately via phone call or email to FleetCor's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all Transactions made by lost or stolen Cards until midnight of the day that FleetCor receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

**9.1.1.e. Terminated Drivers.** It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.

**9.1.1.f. Merchant Limitations.** The personnel (if any) at a Merchant Location are not the agents or employees of FleetCor and FleetCor shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

**9.1.1.g. POS Authorization Limitations.** Authorization controls are provided as a convenience to the Customer and are not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.

## **9.1.2. Account Administration and Card Issuance.**

**9.1.2.a. Credit Limit.** Upon receipt of notice of award of SOLICITATION/contract and signed credit applications from Customer, FleetCor will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on FleetCor's evaluation of the Customer's creditworthiness. The initial Credit Limit may have already been established (applicable to existing older accounts already using Fuelman cards issued by FleetCor). FleetCor reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the SOLICITATION or this response to SOLICITATION.

**9.1.2.b. Administration of Cards.** Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See [Section 1](#) for more information regarding Customer responsibilities.

**9.1.2.c. Cancellation of Cards.** If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify FleetCor via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that FleetCor receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.

**9.1.2.d. Suspension of Cards.** FleetCor, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate FleetCor to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.

**9.1.2.e. Suspension of Account.** FleetCor, reserves the right to suspend or terminate the use of an Account due to substantial change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

## **9.1.3. Limitation of Liability.**

THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT



DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**9.1.4. Force Majeure.**

FleetCor shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

## **9.2. FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES.**

FleetCor hereby introduces certain specific terms and conditions for it providing consigned fuel services as a VALUE ADD service under this Solicitation and subsequent contract with TCPN. If the TCPN requires specific modifications to these General Terms & Conditions, FleetCor suggests we work through those changes in the final contracting process.

### **9.2.1. ON-SITE CONSIGNED FUEL SERVICES.**

At [TCPN Participant's](#) (herein "Customer") on-site refueling locations serviced under this proposal, FleetCor and its fuel supplier will provide the following services:

- a. Supply and maintain fleet fuel (on consignment) as required by Customer at the designated location(s) for On-Site Access Card Transactions.
- b. Tank Monitoring (for the purpose of keeping fuel in the tanks, not for environmental compliance purposes).
- c. Inventory Management, Control, and Reconciliation (for the purpose of keeping fuel in the tanks, not for environmental compliance purposes).
- d. Provide Fuel Control Terminal (herein "FCT") equipment (also known as an Island Card Reader) and Repair and Maintenance of the equipment supplied hereunder by FleetCor.

### **9.2.2. ON-CONSIGNMENT FUEL SUPPLY AND FUEL MANAGEMENT PROGRAM (FUEL SUPPLIERS).**

In most markets FleetCor will utilize the expertise and services of our nationwide petroleum distributor fuel supplier (Mansfield Oil Company) as a subcontractor to provide fuel inventory meeting specifications as provided for in the Solicitation. However, in certain markets in East Texas and Louisiana, FleetCor might use other highly qualified local petroleum distributors who supply other FleetCor managed consigned locations in those markets. The fuel will be provided on consignment from tank(s) at the [Customer's](#) refueling sites owned and operated by Customer.

### **9.2.3. MINIMUM VOLUME EXPECTATIONS FOR CONSIGNED FUEL SERVICES.**

To qualify for consigned inventory services, there are certain minimum volume expectations per location, which shall be considered along with the Customer's overall volume (combined on-site and off-site fuel consumption). Typically a minimum monthly volume threshold of 5,000 gallons per Island Card Reader installed by FleetCor prevails, however FleetCor reserves the right to not provide consigned, on-site services if the Customer's total on-site and off-site volume is insufficient and in such case we would likely recommend the customer utilize Memo Tracking Services as a possible solution (Customer purchases or owns its own compatible FCT equipment). Another alternative which shall be determined on a case-by-case basis would be for Customer's with extremely low site volumes who insist on receiving consigned services (not Memo Tracking); the customer could purchase and install its own compatible FCT equipment either through FleetCor or other petroleum equipment suppliers.

### **9.2.4. EQUIPMENT AND SERVICES BY FLEETCOR.**

FleetCor, with maintenance support assistance from its fuel supplier subcontractor or other vendors will provide a Fuel Control Terminal (FCT) system needed to provide the fuel pump automation and fuel usage tracking for consigned services required in the SOLICITATION. Fuel Control Terminals may sometimes be referred to as Island Card Readers because they are mounted on the re-fueling island near the fuel pumps and the equipment reads customer's cards allowing access to the fuel pumps.

### **9.2.5. INITIAL INVENTORY ACQUISITION.**

FleetCor's fuel supplier shall purchase and take title to the initial fuel inventory which is stored in fuel storage tanks at Customer's on-site refueling location. The fuel supplier shall purchase and take title to the initial inventory on day of installation of the Fuel Control Terminal or if Customer already owns compatible equipment the day the FCT is converted to Fuelman card processing. The gallons to be purchased shall be determined based upon a stick reading and/or ATG reading approved by the fuel supplier. Generally the parties (Customer and fuel supplier) shall each have a representative at the location on the day of equipment installation or transition to witness the existing fuel inventory readings. The price of the fuel purchased shall be the OPIS Unbranded Average price at the applicable terminal city on the day of inventory acquisition and shall be set forth in a Bill of Sale to be executed by both parties.

**9.2.6. INVENTORY CARRYING COSTS, SUFFICIENT TANKS/PUMPS, SPILLAGE, TRANSFER OF TITLE, SECURITY INTEREST IN FUEL/EQUIPMENT OWNED BY FUEL SUPPLIER OR FLEETCOR.**

FleetCor or its fuel supplier sub-contractor shall pay all carrying costs for owning the consigned fuel inventory made available at the [Customer's](#) on-site refueling locations. Of course, providing this service is predicated on Customer maintaining sufficient tanks, product piping and pumps for the use contemplated hereby. FleetCor's fuel supplier shall be the supplier of fuel to FleetCor and the fuel supplier shall own the fuel which is stored in Customer's fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by FleetCor's fuel supplier to FleetCor and then immediately from FleetCor to Customer. Customer shall be billed for fuel as it leaves the nozzle and passes into a vehicle (or tank) in an On-Site Access Card Transaction.

FleetCor's Fuel Supplier, rather than FleetCor, shall have liability to Customer for damages, losses, costs, expenses, penalties, fines or liabilities of any kind arising out of any overfills or spillages occurring at Customer's properties, to the extent caused by the negligence of the Fuel Supplier.

Customer shall grant a first priority security interest to FleetCor and/or FleetCor's Fuel Supplier in all fuel inventory stored in Customer's storage tank(s) and for all fuel delivered to Customer's fuel storage tanks hereunder. Customer hereby authorizes FleetCor or its fuel supplier to file any and all UCC Financing Statements and any other documents required to evidence or perfect same. Customer also hereby authorizes FleetCor to file a UCC Financing Statement evidencing or perfecting its or its Fuel Supplier's ownership of all Equipment hereunder.

**9.2.7. INVENTORY MONITORING.**

For sake of receiving consigned inventory services, it shall be required that the tanks have in place Automatic Tank Gauging (ATG) system which can be remotely polled or monitored by FleetCor or its fuel supplier. Customer authorizes FleetCor and its Fuel Supplier to periodically review fuel tank levels via automated tank monitoring equipment that Customer should already have installed on the tank(s), or via stick readings (if ATG equipment is malfunctioning) for the purpose of keeping fuel in the tanks and not for environmental compliance. In the event that the automated tank monitoring system is not functioning properly, then Customer shall provide FleetCor (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as might be required Monday through Friday. FleetCor's Fuel Supplier will make deliveries to Customer's fuel tank when determined necessary by its fuel supplier's inventory control department. FleetCor's or its Fuel Supplier's review of inventory shall be for the purpose of scheduling fuel delivery only.

**9.2.8. LEAK DETECTION MONITORING RESPONSIBILITY.**

The [Customer](#) acknowledges that Contractor's performance of tank monitoring services under this SOLICITATION is solely for the purpose of keeping fuel in the tanks. The performance of

such services does not relieve Customer of any obligations under State or Federal law relating to the UST/AST System's release detection requirements including, but not limited to: its obligation to monitor UST/AST for releases and tank tightness; its obligation to report suspected UST/AST System releases to appropriate agencies; its obligation to maintain appropriate release detection records; and its obligations under relevant provisions of the State Fire Code. It is further acknowledged that Contractor is not responsible for monitoring, detecting, analyzing or reporting of tank leaks or other tank tightness information to [Customer](#) or any other person or regulatory agency.

#### **9.2.9. RESPONSIBILITY FOR INVENTORY DISCREPANCIES AND SHORTAGES.**

Considering that major malfunctions of petroleum pumping equipment owned by [Customers](#) can occur (bad meters in dispensers, bad pulsars attached to mechanical meters in dispensers); and considering the significant dollars involved with fuel inventory caused by escalating fuel prices which has further caused the commodity to be under significant risk and a prime target of theft or removal from fuel storage tanks on Customer properties; for these reasons it is necessary that the responsibility for larger inventory discrepancies (shortages) be clearly explained and understood as provided in the next paragraph.

Fuel invoices and reporting of usage will be based on the transaction data received from the FCT equipment. From time to time, Customer's transaction data totals will be reconciled with the site's automated tank monitor readings from the first day of the relevant period and the gallons recorded on the totalizer. In the event of a discrepancy between these totals (other than small, insignificant shortages due to normal fuel evaporation and shrink), the tank monitoring fuel readings will control, and FleetCor reserves the right to adjust the fuel dispersed for the relevant period accordingly. However, in the event that the automated tank monitoring system is not functioning properly, then Customer shall provide FleetCor (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as might be required. In any such situation, the Customer will be billed for unaccounted gallons (other than small insignificant shortages due to normal evaporation and shrink) and will be notified in the event of such discrepancies. At sites where ATG's are not functioning properly, FleetCor shall be authorized to balance manual stick readings with fuel delivery data and Customer's transaction data in invoicing Customer.

#### **9.2.10. ACCESS FOR DELIVERY, UST/AST REGULATORY COMPLIANCE.**

FleetCor's fuel supplier shall be authorized to enter upon [Customer's](#) refueling location at times when facility is open to make fuel deliveries and/or to otherwise access the fuel in the fuel storage tank(s), as the fuel supplier deems necessary.

The Customer hereby acknowledges that it is the owner and/or operator of all underground and/or aboveground storage tank(s), connected underground/aboveground piping, ancillary equipment and containment systems on existing Customer facilities designated as on-site fueling operations hereunder (the "UST/AST System"). FleetCor and its fuel supplier have no control of, or responsibility for, the operation of the UST/AST System. As owner/operator of the UST/AST System, the Customer is responsible for compliance, and shall comply, with current and future federal, state and local laws and regulations applicable to the UST/AST System including spill prevention containment and contingency ("SPCC"), as well as all other pertinent environmental laws and regulations. Without limiting the generality of the foregoing, the Customer shall be responsible for compliance with the following requirements with respect to the UST/AST System: registration; payment of all registration, monitoring, maintenance and other fees; reporting; record keeping; replacements; release detection, reporting, investigation, containment, response and corrective actions; assurance of financial responsibility; closure; and compensation of claims for bodily injury, death, exemplary damages, property damage and natural resources damages caused by or arising from, in whole or in part, a release from any

UST/AST System. FleetCor and its fuel supplier shall have no responsibility, obligation or liability with respect to the ownership or operation of any UST/AST System or compliance with federal, state, or local laws and regulations applicable to an owner or operator of the UST/AST System.

#### **9.2.11. CONSIGNED FUEL STORAGE TANK AND PUMP EXPECTATIONS, PROOF OF REGISTRATION.**

Neither FleetCor nor its fuel supplier shall be liable for installing or owning fuel storage tanks or pumps of any kind. The participants under this contract must already have installed tanks and pumps sufficient for the use contemplated herein. Before deliveries occur by FleetCor's fuel supplier, the Customer shall provide proof of up-to-date UST or AST registrations as might be required by Federal, State or local law.

#### **9.2.12. FUEL CONTROL TERMINALS FOR ON-SITE AUTOMATION (HARDWARE OWNERSHIP AND MAINTENANCE).**

At Customer locations approved for consigned services, FleetCor shall purchase for installation on the confirmed Customer properties to receive consigned service, FuelMaster® brand Fuel Control Terminal (FCT) equipment/hardware manufactured by Syn-Tech Systems, Inc.

#### **9.2.13. SITE SURVEY FORM.**

Customer shall assist FleetCor by completing a consigned Site Survey Form that is necessary prior to ordering equipment. The Customer shall notify FleetCor via the Site Survey Form of exactly the sites designated to receive consigned inventory services. Once a final determination of the exact sites and equipment agreed to be implemented by FleetCor is determined, and once an authorization to proceed under this agreement is issued to FleetCor by Customer, FleetCor shall order and implement the equipment. The equipment and system implementation costs to be provided by the parties are as follows:

#### **9.2.14. EQUIPMENT/IMPLEMENTATION COSTS PAID BY FLEETCOR.**

For locations where FleetCor agrees to provide consigned inventory services, FleetCor will provide the following equipment, implementation costs:

- a. FuelMaster® brand Fuel Control Terminal fuel pump automation equipment. Herein referred to as "FCT" or "Card Reader".
- b. FCT Equipment Installation/Startup. The basic cost associated with mounting the pedestal and FCT on the fuel island, and startup of the FCT shall be paid by FleetCor. Start-up costs SHALL NOT include pulling wire and electrical which should already be in place (at Customer's expense) at time of start-up.

NOTE: FleetCor reserves the right to charge a Start-up Fee of **\$2,500** for each FCT device installed and started up.

For Customer locations designated to receive consigned inventory services, the costs identified above have been factored into FleetCor's margin per gallon quoted **in our pricing proposal**. If Customer already owns FCT equipment, or if Customer chooses to purchase, own and maintain its own FCT equipment that is compatible with the Fuelman network, and if FleetCor is not required to provide or install such equipment, then the quoted markup in our Pricing Proposal may be reduced by FleetCor, which shall be mutually agreed to by the parties. Anticipated Site volumes and overall equipment costs can vary greatly so the reduction to quoted prices must be determined on a case-by-case basis should Customer own and maintain the FCT equipment.

#### **9.2.15. UTILITIES, EQUIPMENT AND INSTALLATION COSTS PAID BY CUSTOMER.**

The **Customer** will provide the following at the on-site refueling locations to be automated by Contractor:

- (a) A dedicated 110, or 220 volt A/C electrical line with required circuits (a minimum of one circuit for the terminal, one for each dispenser and one for each tank monitor. Adequate electrical wiring and conduit shall terminate at the desired FCT/Island Card Reader location for installation and hook-up of a typical Island Card Reader device.
- (b) One voice-grade dedicated telephone line brought to the FCT/Island Card Reader equipment at each Property including installation and monthly fees.
- (c) Electronic Pulsars installed on all petroleum dispensing equipment suitable for the use contemplated in this bid enabling the contractor's FCT/Island Card Reader to track product flow through the **Customer's** dispenser meters. The **Customer** will be responsible for maintenance of the Pulsars and/or meters in its fuel dispensing equipment including meter calibrations as may be determined necessary from time to time.
- (d) **Customer** owned Automatic Tank Gauging (ATG) equipment that is currently installed, owned and maintained by **Customer**. **Customer** shall be responsible for maintenance of the ATG equipment including ATG Probes, communication ports on the devices and all required communication lines to the ATG equipment. The Contractor shall be allowed to dial into Customer's ATG devices to capture tank inventory readings.
- (e) For sites where volume does not qualify for FCT equipment provided by FleetCor, Customer shall purchase and own FCT/Island Card Reader (ICR) equipment. Customer shall be responsible for all maintenance (including Extended Maintenance or Support Fees) as might be determined necessary or desirable from the original equipment manufacturer.

#### **9.2.15. MAINTENANCE OF EQUIPMENT AND CALIBRATION.**

FleetCor or its fuel supplier shall be responsible for maintaining (other than Equipment calibration) its Equipment as required in good working order. However, if any FleetCor or fuel supplier owned Equipment fails to be in good working order as a result of any vandalism or misuse of the Equipment or the result of "acts of God" (such as lightening strikes, tornadoes and similar occurrences), then the **Customer** shall be solely responsible for the cost of any necessary repairs. **Customer** shall be responsible for insuring the Equipment against such occurrences if necessary. **Customer** will be responsible for maintaining the calibration of all fuel dispensing or pumping equipment including meter and pulsar calibration. If Contractor determines it is necessary to provide calibration services, Customer will be responsible for all additional charges and fees associated therewith. Customer shall be responsible for maintenance of all other **Customer** owned equipment and shall ensure such equipment remains in good working order such as to not prevent On-Site Access Card Transactions. FleetCor or its fuel supplier shall provide all contact information for reporting equipment related problems or fuel delivery questions or problems.

In the event that Equipment malfunctions or fails, or in the event of fuel delivery problems or requests, Customer shall notify FleetCor's Fuel Supplier within 24 hours of the equipment malfunction or problem. With sites supplied by Mansfield Oil the following contact information would prevail however the contact numbers would change for any other fuel suppliers used by FleetCor.

- During normal business hours, 8:00 a.m. to 5:00 p.m. EST, Customer may reach FleetCor's Fuel Supplier's Monitoring Center Personnel at **Mansfield Oil at 800-843-0134, ext. 2122 or 2123.**
- Outside of normal business hours, Customer should contact **Mansfield Oil's** Monitoring Center at **678-414-5625**.

Regardless of fuel supplier, an Email or phone communication regarding any equipment or fuel delivery problems to FleetCor's assigned business manager over consigned fuel supply is recommended. This should be reported to:

- **Alice Hafkey at (630) 717-9943 or [ahafkey@fleetcor.com](mailto:ahafkey@fleetcor.com).** Alice works closely with the fuel supplier to make sure all equipment or fuel delivery problems are addressed.

#### **9.2.16. MORE INFORMATION REGARDING FUEL CONTROL TERMINALS AND FUEL SITE AUTOMATION.**

The brand of Fuel Control Terminal that FleetCor will utilize and that we highly recommend to Customers is FuelMaster® manufactured by Syn-Tech Systems, Inc. On the pages that follow we provide literature about the FuelMaster device planned to be used at TCPN Participant locations to receive consigned fuel services under this Contract. The specific model we would provide is FMU-2560PLUS.

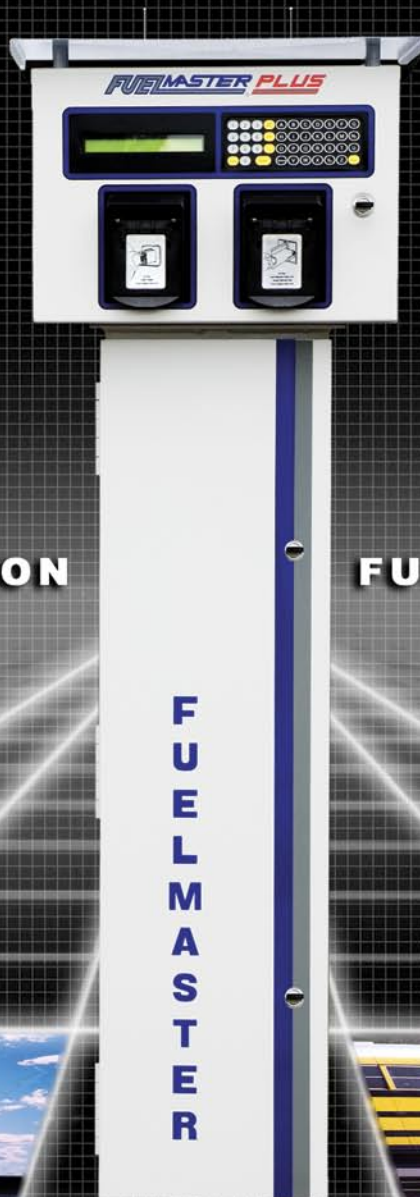
The expected time frame from start to finish for purchasing and installing FuelMaster® equipment and implementing consigned inventory services would typically be about 7 or 8 weeks. A site survey should be completed by the Customer prior to equipment order, then FleetCor orders equipment, delivery of equipment to the installer usually occurs within 6 weeks (usually quicker). Installation is scheduled immediately upon receipt of equipment.

The expected downtime for the refueling location when equipment is installed is a day or less. This is provided all necessary electrical wiring by Customer is in place. If fuel site has never had FCT equipment installed and extensive wiring is required, FleetCor will provide the wiring schematics to Customer so that it can have this portion of the job completed prior to scheduled FCT equipment installation date. Typically if an FCT device has been installed previously, the wiring can be utilized however this must be determined with each location. The phone line must be pulled to the FCT installation location by Customer prior to date of equipment installation.

The Start-up Fee for locations installed or started up by FleetCor under this SOLICITATION is **\$2,500** per FCT (location). This start-up fee would apply to either consigned or memo tracking sites where FleetCor handles the startup. FleetCor will utilize accredited and properly insured petroleum equipment installers for installing the FuelMaster® equipment.



# FuelMaster® 2500 Plus



**NEXT GENERATION**

**FUEL MANAGEMENT**



**Main Office and Plant:**

100 Four Points Way, Tallahassee, FL 32305

Tel: (850) 878-2558

Toll Free: (800) 888-9136

FAX (850) 877-9327

**SYN-TECH SYSTEMS, INC.**

[www.syntech-fuelmaster.com](http://www.syntech-fuelmaster.com)

For more information email:

[marketing@syntech-fuelmaster.com](mailto:marketing@syntech-fuelmaster.com)

(Show above: FMU 2500 PLUS RF)



# Benefits

The best just keeps getting better! **FuelMaster®** saves you money by eliminating manual tracking of fuel transactions and increasing accountability. The same reliable **FuelMaster®** equipment that's been the fleet managers' choice for years has been upgraded to increase productivity and provide a quicker return on investment...usually within the first year!

**FuelMaster®** engineers and technicians provide the best product support service in the industry. Toll-free support directly to your fuel island, as well as PC to PC training and assistance, saves you time and money. **FuelMaster®** doesn't stop there! Its flexibility permits numerous, diverse uses; e.g., a gate opener, car wash activator, or controlling access to chemicals, to name a few. Consider a **FuelMaster® Fuel Management System** ...and start saving money today!

The **FuelMaster®** 2500 Plus series adds additional features that make it the most effective fuel management system on the market for many years to come. Flash memory has been added to permit updating the fuel island operating system without changing chips. The Plus system has increased memory and processor speed and the database has been upgraded to Access 2000. The Plus system also supports a network card to permit Internet access. **FuelMaster®** software now has more flexibility in the customization of reports. **FuelMaster®** also communicates directly with electronic dispensers to permit interfaces with blended MPDs and the capability of remotely changing dispenser prices.

# Features

**Electronic Read/Write keys** and cards are great for fleet operations or gas club members. PROKEE®s are high strength, plastic composite keys containing nonvolatile, read/write memory chips, which can be encoded with confidential information to control access to dispensers and streamline product transaction data.

**FuelMaster®**'s patented **radio frequency tag system** takes driver data entry out of the information collection equation. The odometer or chronometer data, along with other information is automatically collected by the island fuel management unit without driver effort. An AIM (automotive information module) unit is installed on the equipment and collects and stores information and sends it to the fuel management unit by RF during fueling operations. This system works concurrently with the use of PROKEE®s or smart cards so that the (AIM) units may be added to equipment currently using electronic read/write access devices.

The **FuelMaster®** 2500 Plus' capabilities to support **self-serve retail applications** have also been increased. As well as being on an ever increasing number of credit card networks, prepaid smart cards and PROKEE®s can be issued to customers. The system operator may also enter up to 300 credit card numbers of repeat customers with a specified discount for each. The Plus system also returns more credit card information and settle-up data to the PC software for easier tracking of fuel purchases. The ability to price fuel at multiple remote sites has been enhanced to ensure you're in control of your fuel.

A real-time, on-site **journal printer** can provide hard copy backups of all transactions. A **receipt printer** is also available.

**FuelMaster®** is a leader in the **alternative fuels** arena... from CNG to E85! **FuelMaster®** can control and measure any liquid or gaseous fuel. Leaders in the alternative fuels field chose **FuelMaster®** because of its reliability and ease of maintenance.

Based on **odometer/hour readings**, the system calculates vehicle efficiency and fuel consumption and alerts the driver and supervisor to maintenance requirements.

The addition of a **tank monitor interface kit** permits automatic reconciliation of tank levels with **FuelMaster®**'s declining balance. **FuelMaster®** interfaces with most popular tank monitors.

The **FuelMaster®** system may be expanded to control an almost limitless number of fueling sites. Each site consists of a master unit with up to eight satellites.

**FuelMaster®** is warranted for one year from date of installation or fifteen months from date of shipment.

**Modular design and construction** ensure reliability and ease of maintenance of your **FuelMaster®** Fuel Management System. Site operators can quickly and easily change-out modular components, if necessary, with the assistance of **FuelMaster®** technicians.

The central controller (a PC operating on **Windows 98 or higher**) generates comprehensive transaction reports and invoices.

Transaction data can be easily exported to most **fleet maintenance programs**.

If you are looking for reliability and flexibility, look no further. The purchase price is only part of what you pay for a fuel management system. Repairs and system downtime also cost you money, making reliability a key ingredient in achieving return on your investment. We encourage you to talk with **FuelMaster®** owners, particularly those who have previously used other brands of fuel management.



**PROKEE READER**



**MAG-STRIPE READER**

#### **9.2.17. INFORMATION REGARDING AUTOMATED TANK GAUGING (ATG) EQUIPMENT AND TANK READINGS.**

Most electronic ATG's (such as industry standard Veeder Root devices) are capable of having a modem installed allowing remote monitoring of inventory readings by FleetCor's fuel supplier. Furthermore the FuelMaster<sup>®</sup> fuel control terminal (FCT) device that FleetCor uses has a tank monitor interface that enables the ATG to be wired to the same phone line in the FuelMaster device however the Customer would need to pull the phone line from the FCT to the ATG console or communication device. Electronic ATG's that can be polled (for underground or aboveground tanks) or ATG's that automatically communicate tank readings to a monitoring website (for aboveground tanks) are strongly advised for prompt delivery dispatching however it is not a mandatory requirement. Obviously a work-around for End User sites not having this equipment is for the site to manually record fuel tank inch readings and fax or email those readings to the fuel supplier on a regular basis Monday through Friday during the week. For busier sites the frequency for readings would likely be daily, for lower volume locations 2 times a week may be sufficient however daily is preferred. Sites without ATG equipment are monitored using book inventory methods instead of actual readings from ATG devices. Actual readings from ATG devices are much preferred, especially for high volume locations.

FleetCor does not have a program whereby it pays for ATG equipment as part of the margin. If determined required for proper inventory/dispatch monitoring then ATG device(s) shall be provided by customer. Either an ATG system capable of remote polling or an ATG system that provides web-based access to readings shall be installed by Customer. If a system allowing remote polling is installed then Customer shall install and maintain required communication lines and communication port/board on the device. If a system allowing web-based (internet) access to readings is installed then Customer shall pay any web subscription fees required from the ATG manufacturer or web service provider. Typically web-based systems are used for aboveground tanks (example Centeron Wireless Tank Monitoring Systems) and these systems are inexpensive compared to underground tank systems (such as Veeder Root TLS devices).

FleetCor does not sell and has not quoted prices for ATG equipment. This equipment is best purchased through a Petroleum Equipment Reseller. Upon request by End Users, FleetCor can arrange to get quotations for ATG equipment and installation pricing from our fuel supplier. Prices vary greatly based on the specific location's needs, the number and sizes of tanks, and whether tanks are aboveground or underground. There are too many variables to provide a quote or estimated price for ATG equipment in this Solicitation response.

### **9.3. FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE MEMO TRACKING SERVICES.**

#### **9.3.1. DEFINITION/EXPLANATION OF "MEMO TRANSACTION TRACKING".**

For the sake of this agreement, "Memo Transaction Tracking" means that FleetCor shall authorize, process and bill the transactions from designated sites to receive memo tracking services with no fuel cost value or tax value assigned to the fuel transactions. FleetCor will only bill the memo transaction fee per gallon for the fuel consumed by the Customer's vehicle/driver performing the transaction. The fuel cost and fuel taxes shall be born and paid by Customer when Customer purchases bulk fuel delivered to tanks at properties receiving Memo Tracking services (via separate and independent vendor/supplier billing). At sites and equipment designated for Memo Transaction Tracking Services, FleetCor is only providing fuel pump automation controls (via customer owned card reader dialing FleetCor's transaction authorization system) and transaction reporting/tracking. FleetCor is not and shall not be required to bill the bulk fuel costs and taxes. Only FleetCor's Memo Transaction Fee per gallons described below are due and payable to FleetCor by Customer for the "Memo Transactions".

#### **9.3.2. MEMO TRANSACTION FEE.**

The memo transaction fee per gallon for all gallons dispensed and tracked by FleetCor using Memo Tracking Services shall be:

**\$ 0.020 per gallon**

#### **9.3.3. OVERVIEW OF THE MEMO TRACKING PROGRAM AND STATEMENT OF WORK.**

The Customer is the owner and/or operator of the fuel storage tanks and fuel dispensing equipment at the properties to receive Memo Transaction Tracking Services (each referred to as a "Property" and collectively as the "Properties"). Customer will provide the fuel control terminal (herein "FCT" or "Island Card Reader") equipment, all related installation services and costs to start up the equipment. The FCT equipment will be used by Customer to access and turn on the fuel pumps at the automated memo tracking fuel sites via access card transaction (card swipe, odometer/pin entry, and pump selection). FleetCor will issue to Customer fuel access cards for each Customer vehicle, and will collect and report to Customer fuel transaction data with respect to such access card transactions at the sites earmarked for Memo Transaction Reporting. Customer acknowledges that the reports are informational only and Customer is responsible for managing Customer's employees and associated liability for their actions. Access cards are issued solely for the Customer's and its employees' business use.

#### **9.3.4. MEMO TRANSACTION REPORTING.**

Memo Transactions shall be integrated into Customer's normal reporting and invoicing from FleetCor via its Fleet Management Report and Statement/Invoice. The Fleet Management Report, which reports all transactions by department, sub-department and vehicle, will flag Memo Transactions with an Exceptions Code for ease of identification on the report. Just as with normal non-memo transactions the Fleet Management Report will identify the driver making the purchase, the Site where the purchase occurred as well as all other pertinent transaction information such as gallons purchased, odometer entered, miles driven and MPG. However, the "Net Cost" (per gallon) reported for the Memo transactions on the Fleet Management Report

shall be FleetCor's transaction fee per gallon; the "Taxes" (per gallon) amount shall be equal to zero (\$0.0000); and the "Total Amount" shall be the sum of the gallons for the transaction multiplied times the memo fee per gallon herein provided.

**9.3.5. TANK OWNERSHIP, UST/AST REGULATORY COMPLIANCE.**

FleetCor assumes no responsibility related to the operations of the underground and above ground storage tank(s), connected underground/above ground piping, ancillary equipment and containment systems (hereinafter referred to as the "UST/AST System") at the Properties designated for Memo Tracking Services.

All UST/AST Regulatory Compliance conditions as previously described under FleetCor's Terms & Conditions for Consigned Fuel Services shall also apply to Memo Tracking Services.

**9.3.6. OWNERSHIP OF FUEL.**

Customer is the owner of all fuel inventory contained in the UST/AST System located on Customer's Properties designated for Memo Transaction Tracking Services. Any risk of loss, injury, or destruction of fuel from any cause whatsoever, except gross negligence or willful destruction by FleetCor shall be borne by Customer.

#### **9.4. EXCEPTIONS TO SOLICITATION REQUIREMENTS OR TCPN GENERAL TERMS & CONDITIONS**

In sub-paragraphs below FleetCor lists any exceptions that we must take to the Solicitation Requirements or to the TCPN General Terms & Conditions.

##### **Exception #1. FORMATION OF CONTRACT.**

##### **SOLICITATION Specification:**

##### **Formation of Contract**

A response to this solicitation is an offer to contract with TCPN based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Board of Directors approves award of the contract. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

##### **FleetCor Exception:**

FleetCor reserves the right from time-to-time to mail TCPN participants under this contract a copy of our FUELMAN FLEET CARD CLIENT AGREEMENT TERMS AND CONDITIONS, which is our company's standard pamphlet style terms and conditions similar to what many credit card companies mail to their cardholders from time-to-time (herein "Terms & Conditions Pamphlet"). The Terms & Conditions Pamphlet is not intended to supersede the TCPN contract, however there may be items covered in the Terms & Conditions Pamphlet which are not specifically addressed in the solicitation or our General Terms and Conditions for Use of Fleet Cards provided under section 9.1. In the event of a conflict between our section 9.1 General Terms and Conditions for Use of Fleet Cards submitted in this solicitation response and the Terms & Conditions Pamphlet which we mail to customers from time-to-time, the terms and conditions submitted in this Solicitation shall apply. Upon request FleetCor will provide TCPN a copy of our Terms & Conditions Pamphlet.

Additionally, the Tax Exempt Universal Premium MasterCard program offered under TAB 7 – VALUE ADD section, may require MasterCard Issuer approved Terms and Conditions for use of this program. We will provide these terms and conditions as they become available or upon request by TCPN.

# APPENDIX 1

## SAMPLE REPORTS & NARRATIVE REPORT DESCRIPTIONS

Samples enclosed are of the Standard Reports (provided at each billing frequency) and a select few Optional Reports (additional optional reports are available).

NOTE: Additional customized reporting (i.e. Summary Level Executive Management Reporting) can be arranged once reporting needs are better ascertained during the initial implementation phase.

### **Report Samples include:**

1. Fleet Management Report (FN02)
2. Invoice/Statement (FN01)
3. Customer Transaction File (TRN85) File Layout
4. Monthly Vehicle Management Report (FN04)
  - with Embedded Excel File Illustration
5. Monthly Employee Management Report (FN03)
6. Monthly Fuel Management Report (FN05)
7. Monthly Maintenance Management Report (FN06)
8. Monthly Tax Management Report (FN07)
9. Monthly Customer Fleet Analysis Report (FN14)
10. Exceptions Email Alert
11. Exceptions Transaction Report (Download from FleetNet)
12. Denial Transaction Report (Download from FleetNet)



## 1. **SAMPLE Weekly Fleet Management Report (FN02)**

- This is the standard report provided at each billing cycle for each account.
- This report combines fuel and any automotive related non-fuel (maintenance) transactions into a single report. For customers with on-site fueling operations utilizing Fuelman automation controls, the on-site and off-site transactions are combined into a single report with amounts that tie to the Invoice/statement.
- This report is delivered via Email. Print/Mail Delivery is available upon request.

Behind this page FleetCor provides color copy of a PowerPoint slide showing a sample Fleet Management Report (report ID FN02). The sample report provides evidence of FleetCor's reporting and we identify a few attributes of the report on the slide.

The Fuelman Fleet Management Report provided for each account at each billing frequency includes the following:

1. Vehicle Number and Vehicle Description.
2. Driver name.
3. Date and time of fueling.
4. Location of fueling.
5. Odometer reading.
6. Miles per Gallon per vehicle.
7. Gallons, current price per gal., taxes per Gal., and extended price.
8. Total consumption for the week (gallons & dollars), subtotaled by Vehicle, Sub-department, and Department.
9. Total Miles and Average MPG for the period, subtotaled by Vehicle.
10. Exceptions Transactions Flagged (with Exceptions Legend).
11. Report is organized by Department and Sub-Department with Sub-totals at Department Breaks. Any vehicles not assigned a department are placed at the front of the report.
12. A quick reference Departmental Summary Table is shown at front of the report allowing report user to quickly allocate the expenditures to the various departments under the account.
13. Grand Summary Totals by Product are shown at the front of the report in a summary table.

# Fleet Management Report (FN02)

Provided at Customer's desired Billing Frequency



The Fleet Management Reports (FN02) is sent to Customer with each invoice.  
The report combines fuel & maintenance transactions into one easy report.

Example of Top Page of the Fleet Management Report

The report is created at Customers Billing Frequency, either:

- Weekly
- Bi-Weekly
- Calendar Monthly

An Exception Codes Legend defines the exceptions that occurred which are identified later in the report at the transaction level.

**Fleetman**

*Provided By:*  
New Orleans  
(800) 877-0800

FUELMAN-SALES DEPT  
655 ENGINEERING DR STE 300  
NORCROSS GA 30092

### FLEET MANAGEMENT REPORT

**Account #** BG68478  
**FLEET #** 196519  
**Name:** FUELMAN-SALES DEPT  
**MATCHING STATEMENT #** NP32886117  
**Page:** 1 of 12

**FLEET MANAGEMENT REPORT FOR 1/2/2012 – 1/15/2012**  
SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	FED TAX	ST TAX	OTH TAX	OTH CHARGES	TOTAL
UNL	694.044	\$2,037.95	\$129.01	\$178.43	\$16.71		\$2,362.10
PREM	71.458	\$237.35	\$13.29	\$14.41	\$5.08		\$270.13
UDSL*	57.336	\$185.93	\$14.11	\$11.58	\$0.00		\$211.62
FUEL	822.838	\$2,461.23	\$156.41	\$204.42	\$21.79		\$2,843.85
NON-FUEL		\$5.00	\$0.00	\$0.00	\$0.00		\$5.00
<b>Total</b>	<b>822.838</b>	<b>\$2,466.23</b>	<b>\$156.41</b>	<b>\$204.42</b>	<b>\$21.79</b>	<b>\$71.19</b>	<b>\$2,920.04</b>

This report is for information only.  
Please see remittance copy on the statement for the total payment amount.

**TOTAL MILES: 12,746**  
\*This diesel fuel does not contain visible evidence of dye.

**DEPARTMENTAL SUMMARIES**

DEPARTMENT NAME	DEPT NUM	QTY	BASE PRICE	FED TAXES	STATE TAXES	LOCAL TAXES	MAINT/OTH (Non-Fuel)	EXTENDED TOTAL	EXCEPT COUNT
No Department	0	190.789	565.99	35.49	48.23	3.24	0.00	652.95	0
BALTIMORE	95963	51.213	155.91	9.53	13.48	0.00	0.00	178.92	0
CAROLINAS/TN	88858	130.054	379.61	24.17	39.60	0.00	0.00	443.38	4
E OHIO	88857	48.338	148.61	8.96	17.51	0.00	0.00	175.08	0
HOUSTON	88847	57.336	185.93	14.11	11.58	0.00	0.00	211.62	2
MISSISSIPPI	101871	98.912	285.68	18.37	18.67	0.00	0.00	322.72	0
NEW ORLEANS	88854	8.430	28.11	1.57	1.76	0.00	0.00	31.44	0
NORCROSS	88851	99.078	305.89	18.42	19.89	8.87	5.00	358.07	1
S. FLORIDA	88853	66.991	197.06	12.46	12.60	8.97	0.00	231.09	0
ST. LOUIS	95026	71.697	208.44	13.33	21.10	0.71	0.00	243.58	1

**EXCEPTION CODES:**

5 Vehicle has exceeded its cycle fuel limit  
11 Odometer entry is out of sequence  
43 Manually keyed transactions at site

A Product Summary Table shows a quick summary by Product. Totals include:

- Quantity (Gallons)
- Base Price
- Fed Tax
- State Tax
- Other Tax
- Other Charges (Fees)
- Extended Total

The Departmental Summaries Table shows summary totals by Department including:

- Quantity (Gallons)
- Base Price Amount
- Fed Taxes
- State Taxes
- Local Taxes
- Maint./Other (Non-Fuel)
- Extended Total
- Exceptions Count

# Fleet Management Report (FN02)

## Easy-to-Read Transaction Details w/ Level 3 Data



Example of transaction detail page of the Fleet Management Report

The Vehicle Number & Veh. Description for the card making the purchase is printed above the transactions

Non-Fuel Purchases are shown separately & easy to identify product purchased

- Date
- Time
- Site
- Driver Name
- Odometer & Total Miles
- Miles Per Gal (MPG)

FLEET MANAGEMENT REPORT											
Fuelman			Account # [REDACTED]								
			FLEET # 123456								
			Name: CITY OF FUELMAN SAMPLE								
			MATCHING STATEMENT # NP11656206								
			Page: 4 of 70								
DATE	TIME	SITE	DRIVER	ODOMETER	MPG	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
7119408570 - 2008 Ford Crown Vic (continued)											
12/09	15:01	904074	Burke John	86488	0.0	UNL	9.378	2.75420	.13290	\$27.08	11
				Miles:	483	13.9	34.840			\$100.60	
7119408571 - 2008 Ford Crown Vic											
12/06	07:49	904211	Potts B	104255	13.3	UNL	13.655	2.75420	0.13290	\$39.42	
12/06	15:40	680239	Potts B	104397	13.0	UNL	10.900	2.75420	0.13290	\$31.46	
12/07	13:31	904211	Potts B	104528	11.1	UNL	11.749	2.75420	0.13290	\$33.92	
12/08	11:09	904211	Smith L	0	0.0	UNL	8.892	2.75420	0.13290	\$25.68	11
12/09	11:18	412476	Potts B	104719	0.0	UNL	7.938	2.75420	0.13290	\$22.92	
				Miles:	645	12.0	53.134			\$153.40	
Non-Fuel Transactions											
12/05	08:21	941829	Potts B	104122						\$28.50	
						Tire Auto Repair					
						Sub Total:					
7119408667 - 2008 Ford Crown Vic											
12/06	11:58	873887	Glover Jason	124403	14.5	UNL	9.718	2.75420	0.13290	\$28.06	
12/08	11:36	419819	Thompson D	124461	9.6	UNL	6.058	2.75420	0.13290	\$17.48	
12/09	14:40	873887	Glover Jason	124523	6.7	UNL	9.287	2.75420	0.13290	\$28.62	
				Miles:	261	10.3	25.063			\$72.36	
7119408756 - 2008 Ford Crown Vic											
12/06	13:41	941907	West Fred	70306	11.7	UNL	9.430	2.75420	0.13290	\$27.23	
12/08	13:54	941911	West Fred	70469	14.4	UNL	11.310	2.75420	0.13290	\$32.66	
				Miles:	273	13.1	20.740			\$59.89	
						UNL		1770.760		\$5,115.76	
						FUEL Totals -		1770.760		\$5,115.76	
						NON-FUEL Totals -				\$171.89	
						SubDept Totals -		1770.760		\$5,287.65	

## **2. SAMPLE Statement/Invoice Report (FN01)**

- This is the standard invoice provided at each billing cycle for each bill group account.
- This report is delivered via Email. Print/Mail Delivery is available upon request.
- The Current Charges Amount(s) tie to the Fleet Management Reports for all customer IDs associated with the invoiced bill group.
- If multiple customer IDs are assigned to a bill group, then the invoice/statement will display the current charges for each customer ID in the bill group account.

# Invoice/Statement (FN01)

- Easy to Read Invoice/Statement provided with each Billing



Local Office: The Carolinas  
For billing questions call: (800) 877-0800

Account # BG1 [REDACTED]  
Please reference account # on all payments

STATEMENT #	NP65438135
STATEMENT DATE	01/02/2012
PREVIOUS CHARGES UNPAID	\$23,699.80
AMOUNT DUE 01/16/2012	\$19,861.84
<b>TOTAL BALANCE</b>	<b>\$43,561.64</b>

FUELMAN COUNTY  
PO BOX 12348  
GAS CITY, NC 21234

Need a Site? Fuelman wants to add the specific sites your drivers need to the Fuelman network. Submit site addresses (name, brand, street, state, zip code and if possible, phone number) to [Fuelmansiterequest@fleetcor.com](mailto:Fuelmansiterequest@fleetcor.com). Thank you!

**DESCRIPTION OF CURRENT ACTIVITIES**  
Purchases and Charges for 12/26/2011 - 1/1/2012

Date	Description	Gallons	Amount Due
12/27/2011	PAYMENT: Lockbox Payment - Thank You		\$25,689.91 CR
01/02/2012	Fleet # 145123 Name: FUELMAN COUNTY 310	2,542.465	\$6,808.34
01/02/2012	Fleet # 145124 Name: FUELMAN COUNTY 381	216.627	\$599.39
01/02/2012	Fleet # 145125 Name: FUELMAN COUNTY 520	827.670	\$2,228.27
01/02/2012	Fleet # 145148 Name: FUELMAN COUNTY 370	1,767.966	\$5,608.02
01/02/2012	Fleet # 145149 Name: FUELMAN COUNTY 315	775.741	\$2,079.14
01/02/2012	Fleet # 145150 Name: FUELMAN COUNTY 140	19.552	\$52.22
01/02/2012	Fleet # 145176 Name: FUELMAN COUNTY 260	76.868	\$229.09
01/02/2012	Fleet # 145211 Name: FUELMAN COUNTY 261	56.425	\$151.30
01/02/2012	Fleet # 145212 Name: FUELMAN COUNTY 340	90.860	\$258.23
01/02/2012	Fleet # 145213 Name: FUELMAN COUNTY 720	63.500	\$175.29
01/02/2012	Fleet # 145214 Name: FUELMAN COUNTY 110	78.463	\$210.79
01/02/2012	Fleet # 145216 Name: FUELMAN COUNTY 111	22.366	\$59.18

Previous Statement Date	Previous Statement Total Balance	Payment Activity	New Charges and Adjustments	Total Balance
12/26/2011	\$49,389.71	\$25,689.91 CR	\$19,861.84	\$43,561.64

FOR PROPER PAYMENT POSTING, PLEASE SUBMIT YOUR CHECK WITH ONLY THE REMITTANCE COPY BELOW.

REMITTANCE COPY - RETURN THIS STUB WITH PAYMENT

Account # BG1 [REDACTED]

FUELMAN COUNTY  
PO BOX 12348  
GAS CITY NC 21234

PREVIOUS CHARGES UNPAID \$23,699.80  
AMOUNT DUE 01/23/2012 \$19,861.84  
**TOTAL BALANCE: \$43,561.64**

PAYMENT AMOUNT \$ [REDACTED]

REMIT TO:  
FUELMAN  
P.O. BOX 105080  
ATLANTA GA 30348-5080

0000000000000145677100043561648

The customers BG # shown here should be provided on all customer remittances.

This section shows:

- Statement # & Date
- Previous Charges Unpaid
- Amount Due this Invoice
- Total Balance

This section shows:

- Previous Statement Date
- Previous Statement Total Balance
- Payment Activity since Last Statement
- New Charges and Adjustments
- Total Balance

Tear Away Remittance Advice

For Customers with multiple Customer IDs, the invoice shows purchase activity by Customer (Fleet) ID.

For Customers with multiple Customer IDs, if required the invoice/statement will print to a second page with the purchasing activity breakdown continuing.

Local Office: The Carolinas  
For billing questions call: (800) 877-0800

Account # BG1 [REDACTED]  
Please reference account # on all payments

STATEMENT #	NP65438135
STATEMENT DATE	01/02/2012
PAYMENT TERMS	Net 14 days
PREVIOUS CHARGES UNPAID	\$23,699.80
CURRENT CHARGES DUE 01/16/2012	\$19,861.84
<b>TOTAL AMOUNT DUE</b>	<b>\$43,561.64</b>

FUELMAN COUNTY  
PO BOX 12348  
GAS CITY NC 21234

Need a Site? Fuelman wants to add the specific sites your drivers need to the Fuelman network. Submit site addresses (name, brand, street, state, zip code and if possible, phone number) to [Fuelmansiterequest@fleetcor.com](mailto:Fuelmansiterequest@fleetcor.com). Thank you!

**DESCRIPTION OF CURRENT ACTIVITIES**  
Purchases and Charges for 12/26/2011 - 1/1/2012

Date	Description	Gallons	Amount Due
01/02/2012	Fleet # 145301 Name: FUELMAN COUNTY 311	265.272	\$712.75
01/02/2012	Fleet # 145302 Name: FUELMAN COUNTY 960	13.110	\$35.08
01/02/2012	Fleet # 145303 Name: FUELMAN COUNTY 350	113.106	\$304.63
01/02/2012	Fleet # 189123 Name: FUELMAN COUNTY 921	12.428	\$33.51
01/02/2012	Fleet # 233145 Name: FUELMAN COUNTY 328	79.076	\$211.57
01/02/2012	Fleet # 233146 Name: FUELMAN COUNTY 330	13.390	\$36.10
01/02/2012	Fleet # 643211 Name: FUELMAN COUNTY 150	8.007	\$25.77
01/02/2012	Fleet # 971222 Name: FUELMAN COUNTY 152	5.950	\$16.15
01/02/2012	Fleet # 196662 Name: FUELMAN COUNTY 230	8.187	\$26.02

<b>CURRENT PERIOD TOTALS FOR ALL FLEETS</b>	<b>7,057.029</b>	<b>\$19,861.84</b>
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### **3. Customer Transaction File (TRN85) File Layout**

- The TRN85 file combines both Fuel and Non-Fuel (i.e. vehicle maintenance) transactions into a single file.
- The file can be delivered via Email or the Customer can access the file via their authorized FleetNet logon. In certain cases and upon request we can arrange for delivery via FleetCor's FTP server.
- The Customer can be set to receive the TRN85 in either a Fixed Length format or a TAB Delimited format. Tab Delimited format can easily be opened with standard spreadsheet applications such as Microsoft Excel. Some programmers however prefer a fixed length format for hard coding interface applications to import specific transaction data into existing software maintained by Customer.
- TRN85 transaction data can be easily imported into standard database applications such as Microsoft Access or customized fleet maintenance or financial applications.
- Most customers prefer that we provide the TRN85 file on the same frequency as the invoice, however we can provide it either weekly, bi-weekly or calendar monthly. It can be provided on multiple frequencies (i.e. a monthly invoiced customer desires file Monthly and Weekly)
- Many major Fleet Software providers have programmed interface / conversion files to import the TRN85 electronic transaction data into government operated systems.

# CUSTOMER TRANSACTION FILE (TRN85 FILE LAYOUT)

FIELD NAME	FROM - TO	FIELD DESCRIPTION	FIELD FORMAT	DEC KEY
CECLICID	1 - 8	CUSTOMER LICENSEE	NUMERIC	00
CECUSID	9 - 16	CUSTOMER ID	NUMERIC	00
CECNAME	17 - 46	CUSTOMER NAME	ALPHANUMERIC	
CECBGID	47 - 54	BILL GROUP ID	NUMERIC	00
CECVGID	55 - 62	VOLUME GROUP ID	NUMERIC	00
CEHLICID	63 - 70	SHARED LICENSEE	NUMERIC	00
CESHCUSID	71-78	SHARED CUSTOMER ID	NUMERIC	00
CEPERMIT	79 - 94	CUSTOMER PERMIT	ALPHANUMERIC	
CEARPID1	95 - 101	ACCT REP ID	NUMERIC	00
CEINVDAT	102 - 109	INVOICE DATE	DATE	
CEINVID	110 - 117	INVOICE NUMBER	NUMERIC	00
CEINVDUED	118 - 125	INVOICE DUE DATE	DATE	
CEMERINV	126 - 137	MERCHANT INVOICE NUMBER	ALPHANUMERIC	
CEPOID	138 - 149	CUSTOMER PO	ALPHANUMERIC	
CECTPID	150 - 157	CUSTOMER TYPE ID	NUMERIC	00
CEVEHID	158 - 169	VEHICLE ID	NUMERIC	00
CEVEHNO	170 - 179	VEHICLE NUMBER	ALPHANUMERIC	
CEVDESC	180 - 209	VEHICLE DESCRIPTION	ALPHANUMERIC	
CEVDPTN	210 - 239	VEHICLE DEPARTMENT	ALPHANUMERIC	
CEVSUBD	240 - 245	VEHICLE SUB-DEPARTMENT	NUMERIC	00
CEEMPID	246 - 257	EMPLOYEE ID	NUMERIC	00
CEEMPNO	258 - 267	EMPLOYEE NUMBER	ALPHANUMERIC	
CEEMNAME	268 - 297	EMPLOYEE NAME	ALPHANUMERIC	
CEEMDPTN	298 - 327	EMPLOYEE DEPARTMENT	ALPHANUMERIC	
CEEMSUBD	328 - 333	EMPLOYEE SUB-DEPARTMENT	NUMERIC	00
CESLICID	334 - 341	SITE LICENSEE	NUMERIC	00
CENWSITID	342 - 349	NETWORK SITE ID	NUMERIC	00
CESMDESC	350 - 379	SITE DESCRIPTION	ALPHANUMERIC	
CESITADD1	380 - 419	SITE ADDRESS	ALPHANUMERIC	
CESITCTY	420 - 449	SITE CITY	ALPHANUMERIC	
CESITST	450 - 451	SITE STATE	ALPHANUMERIC	
CESITZIP	452 - 461	SITE ZIP	NUMERIC	
CEDATE	462 - 469	TRANSACTION DATE	DATE	
CETIME	470 - 474	TRANSACTION TIME	DATE	00
CEPRODID	475 - 482	PRODUCT ID	NUMERIC	00
CEPMDESC	483 - 512	PRODUCT DESCRIPTION	ALPHANUMERIC	
CEPRDTYPE	513 - 516	PRODUCT TYPE	ALPHANUMERIC	
CEQTY	517 - 527	QUANTITY	NUMERIC	03
CETRNTYPE	528 - 537	TRANSACTION TYPE	ALPHANUMERIC	
CECUSAMT	538 - 550	CUSTOMER AMOUNT	NUMERIC	02
CECTAX	551 - 563	CUSTOMER TAXES	NUMERIC	02
CECFAX	564 - 576	CUSTOMER FEDERAL TAXES	NUMERIC	02
CECSTAX	577 - 589	CUSTOMER STATE TAXES	NUMERIC	02
CECOTAX	590 - 602	CUSTOMER OTHER TAXES	NUMERIC	02
CEVDISC	603 - 615	VOLUME DISCOUNT	NUMERIC	05
CEODOMETER	616 - 627	ODOMETER	NUMERIC	00
CEMILES	628 - 633	MILES	NUMERIC	00
CEAUTHID	634 - 648	AUTHORIZATION ID	ALPHANUMERIC	
CEEXCPT	649 - 650	EXCEPTION ID	NUMERIC	00
CETRXID	651 - 662	TRANSACTION ID	NUMERIC	00
CETRXNO	663 - 668	TRANSACTION NUMBER	NUMERIC	00
CEMPG	669 - 677	MILES PER GALLON	NUMERIC	01
CECSTMIL	678 - 690	COST PER MILE	NUMERIC	05
CESVCDUE	691 - 691	SERVICES DUE FLAG	ALPHANUMERIC	1

#### 4. **SAMPLE Vehicle Management Report (FN04)**

- This is an Optional Report.
- This report is often used as the Monthly Summary for Weekly or Bi-Weekly Billed Customers desiring a monthly report.
- The report includes an Embedded Excel Transaction File downloadable directly from the pdf.
- Optional Reports are delivered via Web and can only be accessed via Customer's authorized user's on-line FleetNet logon.

The FN04 report is designed much like Fuelman's standard Fleet Management Report (FN02) provided at each billing cycle. The report information that is enhanced or different from the FN02 includes:

1. Cost Per Mile (CPM) for each transaction and CPM for the vehicle for the report period subtotaled.
2. Total Count of Transactions for the Vehicle.
3. Total consumption for the report period (gallons & dollars) with the Average Price Per Gallon by vehicle.
4. Embedded Excel Transaction File which opens in true Microsoft Excel.

**Embedded Excel Report File** – Most all Fuelman Optional reports have an Embedded Excel File containing all transactions contained in the report. By clicking on the Excel logo at top left corner of the report users can open the Excel file. Column headings in the file match the report headings.

- **See PowerPoint Slide behind this page for a sample and illustration.**



# Vehicle Management Report (FN04) w/ Embedded Excel File



The Vehicle Management Report includes an embedded Excel File for easy access to the reported transactions for additional study and management of transaction data. Most Fuelman Optional reports include this feature.

Simply click on an icon on top left corner of first page of report to open the embedded Excel File.

Click to download embedded Excel file

**Fuelman**

VEHICLE MANAGEMENT REPORT

Account # BG68478

FLEET # 196519

Name: FUELMAN-SALES DEPT

Page: 1 of 20

Provided By:  
New Orleans  
(800) 877-0800

FUELMAN-SALES DEPT  
655 ENGINEERING DR STE 300  
NORCROSS GA 30092

VEHICLE MANAGEMENT REPORT FOR 9/1/2009 - 9/30/2009  
SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	FEDERAL	STATE	OTHER	TOTAL
UNL	2,507.770	\$5,253.91	\$48.13	\$554.70	\$87.13	\$6,344.87
PREM	493.745	\$1,117.64	\$9.79	\$97.42	\$41.04	\$1,365.89
UNL*	63.167	\$711.77	\$5.44	\$14.50	\$9.32	\$751.03
UDL*	236.772	\$969.41	\$9.76	\$45.02	\$0.00	\$1,024.19
<b>TOTAL</b>	<b>3,299.454</b>	<b>\$7,811.73</b>	<b>\$64.12</b>	<b>\$712.62</b>	<b>\$136.29</b>	<b>\$9,730.76</b>

TOTAL MILES: 56,671  
\*This diesel fuel does not contain visible evidence of dys.

## DEPARTMENTAL SUMMARIES

DEPARTMENT NAME	DEPT NUM	QTY	BASE PRICE	FED TAXES	STATE TAXES	LOCAL TAXES	MANIFESTED (Non-Fuel)	EXTENDED TOTAL	EXCEPT COUNT
No Department	0	370.991	757.82	68.90	63.22	0	0.00	\$1,510.79	0
BALTIMORE	00063	334.543	785.54	62.22	75.74	0	0.00	\$1,649.50	1
CAROLINA	00050	617.790	1,277.30	114.80	153.22	0	0.00	\$1,545.32	6
CHICAGO	00056	71.219	163.04	13.24	23.17	7	0.00	\$206.05	0
CINCINNATI	00057	51.091	104.90	9.49	14.21	0	0.00	\$138.70	0
COLUMBIA	00056	91.534	207.09	18.12	27.32	0	0.00	\$252.53	2
DALLAS	00047	371.402	689.29	72.62	64.72	0	0.00	\$1,091.63	0
DAYTON	00040	302.091	604.47	61.70	60.73	45	0.00	\$651.49	0
INDIANAPOLIS	11304	11.001	22.86	2.04	3.66	0	0.00	\$30.56	0
KANSAS CITY	10101	167.774	343.05	31.10	30.19	0	0.00	\$404.22	3
NEW ORLEANS	00054	65.616	143.97	12.21	13.05	0	0.00	\$169.03	1
NORCROSS	00051	312.707	662.45	66.17	49.71	17	0.00	\$777.04	3
OKLAHOMA	10103	175.731	351.33	32.69	29.89	0	0.00	\$413.91	2
S. FLORIDA	00053	160.604	327.40	18.73	18.42	19	0.00	\$385.46	0
ST. LOUIS	20035	59.104	126.52	10.26	17.22	0	0.00	\$253.90	0
TAMPA	00052	135.700	272.53	25.10	24.84	19	0.00	\$341.15	1
TOTAL	73076	129,926	260,209	24.14	23.79	10	0.00	\$326,02	0

## EXCEPTION CODES:

- 11 Odometer entry is out of sequence.  
43 Manually keyed transactions at site

- The embedded Excel file opens, all columns in the Adobe report are in the Excel file.
- The Exceptions column and legend allows for easy study, sorting & management of exceptions transactions.

Microsoft Excel - 99893-534255-196519-196519-FN04-38343605.XLS

File Edit View Insert Format Tools Data Window Help Adobe PDF

Type a question

58%

Arial 9 B I U

Reply with Changes... End Review...

G24 10:29:00 AM

FLEET	DEPT NAME	SUB-DEPT	VEHICLE #	VEHICLE DESCRIPTION	DATE	TIME	SITE	EMPLOYEE	ODOM	MPG	GAST	PROD	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
19	196519	No Department	No Sub-Department	DENMAN	2004 DODGE STRATUS	09/02/09	16:54	409330 DENMAN, ER	92448	8.0	---	UNL	10,826	2,0391	0.3379	\$32.78	
20	196519	No Department	No Sub-Department	DENMAN	2004 DODGE STRATUS	09/04/09	6:52	409404 DENMAN, ER	92512	19.4	0.32	UNL	12,160	2,0221	0.3379	\$24.27	
21	196519	No Department	No Sub-Department	DENMAN	2004 DODGE STRATUS	09/05/09	16:09	410404 DENMAN, ER	94977	22.4	0.11	UNL	14,000	2,0211	0.3379	\$23.02	
22	196519	No Department	No Sub-Department	DENMAN	2004 DODGE STRATUS	09/08/09	7:27	410404 DENMAN, ER	45199	8.0	---	UNL	12,990	2,0244	0.3379	\$31.40	
23	196519	No Department	No Sub-Department	DENMAN	2004 DODGE STRATUS	09/09/09	16:11	410404 DENMAN, ER	64442	24.6	0.12	UNL	12,170	2,0244	0.3379	\$24.41	
24	196519	No Department	No Sub-Department	DENMAN	2004 DODGE STRATUS	09/25/09	11:45	409423 DENMAN, ER	64715	19.4	0.32	UNL	15,920	1,9701	0.3379	\$32.29	
25	196519	No Department	No Sub-Department	DENMAN	2004 DODGE STRATUS	09/24/09	11:45	409444 DENMAN, ER	47970	27.1	0.09	UNL	12,714	2,0247	0.3379	\$31.49	
26	196519	No Department	No Sub-Department	DENMAN	2004 DODGE STRATUS	09/25/09	12:57	410623 DENMAN, ER	94415	9.0	---	UNL	14,350	1,9195	0.3379	\$32.56	
27	196519	No Department	No Sub-Department	EDDINS	07 TOYOTA RUNNER	09/02/09	16:41	921244 EDDINS, LY	59441	15.0	0.17	UNL	21,420	2,0819	0.4074	\$55.04	
28	196519	No Department	No Sub-Department	EDDINS	07 TOYOTA RUNNER	09/03/09	9:49	923404 EDDINS, LY	59040	14.1	0.10	UNL	14,755	2,0840	0.4074	\$32.24	
29	196519	No Department	No Sub-Department	EDDINS	07 TOYOTA RUNNER	09/04/09	10:03	924194 EDDINS, LY	59401	17.7	0.14	UNL	22,185	2,0750	0.4074	\$54.05	
30	196519	No Department	No Sub-Department	EDDINS	07 TOYOTA RUNNER	09/05/09	10:53	923424 EDDINS, LY	59752	17.2	0.15	UNL	20,270	2,0642	0.4074	\$53.49	
31	196519	No Department	No Sub-Department	EDDINS	07 TOYOTA RUNNER	09/06/09	9:07	921241 EDDINS, LY	59417	12.0	0.10	UNL	19,720	1,9492	0.4074	\$32.61	
32	196519	No Department	No Sub-Department	RUBIO	2004 DODGE DURANGO	09/03/09	10:32	412221 RUBIO, RIO	45491	8.0	---	UNL	22,870	2,1235	0.55591	\$43.14	
33	196519	No Department	No Sub-Department	RUBIO	2004 DODGE DURANGO	09/04/09	14:04	412221 RUBIO, RIO	45955	16.7	0.17	PREM	23,940	2,2462	0.55591	\$71.06	
34	196519	No Department	No Sub-Department	RUKAVINA	04 HISSANAL TRIA	09/03/09	15:50	412477 RUKAVINA, M	41017	24.0	0.10	UNL	16,402	2,1945	0.3519	\$41.65	
35	196519	No Department	No Sub-Department	RUKAVINA	04 HISSANAL TRIA	09/04/09	15:51	412474 RUKAVINA, M	41461	24.0	0.10	UNL	16,700	2,1955	0.42417	\$45.20	
36	196519	No Department	No Sub-Department	RUKAVINA	04 HISSANAL TRIA	09/05/09	16:42	412474 RUKAVINA, M	41915	21.0	0.09	UNL	16,057	2,1919	0.42417	\$44.64	
37	196519	No Department	No Sub-Department	RUKAVINA	04 HISSANAL TRIA	09/22/09	10:24	412705 RUKAVINA, M	42772	8.0	---	UNL	16,164	2,0770	0.42417	\$39.65	
38	196519	No Department	No Sub-Department	RUKAVINA	04 HISSANAL TRIA	09/23/09	16:01	411975 RUKAVINA, M	42314	24.0	0.10	UNL	16,194	1,9313	0.42417	\$37.79	
39	196519	No Department	No Sub-Department	THOMPSON	LEZUS E3300	09/03/09	14:44	417015 THOMPSON, S	125724	49.3	0.05	UNL	16,234	1,9974	0.3519	\$33.24	
40	196519	No Department	No Sub-Department	THOMPSON	LEZUS E3300	09/04/09	12:12	417015 THOMPSON, S	126477	21.3	0.11	UNL	16,810	1,9722	0.3519	\$37.25	
41	196519	No Department	No Sub-Department	THOMPSON	LEZUS E3300	09/24/09	16:14	419021 THOMPSON, S	126477	23.1	0.09	UNL	14,917	1,8442	0.3519	\$32.42	
42	196519	No Department	No Sub-Department	THOMPSON	LEZUS E3300	09/25/09	16:53	417015 THOMPSON, S	125999	23.4	0.09	UNL	7,770	1,8424	0.3519	\$37.10	
43	196519	BALTIMORE	No Sub-Department	2001 TAURUS DIPANGRAZIO	2001 TAURUS DIPANGRAZIO	09/01/09	15:29	310927 DIPANGRAZIO, S	32139	25.1	0.10	UNL	14,110	2,1273	0.42019	\$41.06	
44	196519	BALTIMORE	No Sub-Department	2001 TAURUS DIPANGRAZIO	2001 TAURUS DIPANGRAZIO	09/18/09	10:20	310927 DIPANGRAZIO, S	32139	24.0	0.11	UNL	10,970	2,1140	0.5019	\$49.49	
45	196519	BALTIMORE	No Sub-Department	2001 TAURUS DIPANGRAZIO	2001 TAURUS DIPANGRAZIO	09/19/09	9:10	310945 DIPANGRAZIO, S	32414	23.9	0.11	UNL	14,721	2,1019	0.5019	\$44.24	
46	196519	BALTIMORE	No Sub-Department	2001 TAURUS DIPANGRAZIO	2001 TAURUS DIPANGRAZIO	09/22/09	17:47	310945 DIPANGRAZIO, S	32455	21.2	0.12	UNL	10,243	2,0915	0.5019	\$40.27	
47	196519	BALTIMORE	No Sub-Department	2001 TAURUS DIPANGRAZIO	2001 TAURUS DIPANGRAZIO	09/23/09	10:44	310944 DIPANGRAZIO, S	32071	24.1	0.09	UNL	16,950	1,9370	0.42524	\$35.79	
48	196519	BALTIMORE	No Sub-Department	2001 TAURUS DIPANGRAZIO	2001 TAURUS DIPANGRAZIO	09/24/09	16:01	310927 DIPANGRAZIO, S	34442	23.3	0.11	UNL	17,471	1,9409	0.5019	\$45.29	
49	196519	BALTIMORE	No Sub-Department	2001 TAURUS DIPANGRAZIO	2001 TAURUS DIPANGRAZIO	09/25/09	11:42	310927 DIPANGRAZIO, S	35341	21.7	0.12	UNL	14,400	2,2150	0.42227	\$39.20	

# Vehicle Management Report (FN04)

- Lists Transactions by Vehicle w/ Key Summary Totals



## VEHICLE MANAGEMENT REPORT

Account # BG123456  
FLEET # 569789  
Name: CITY OF FUELMAN  
Page: 111 of 112

Fleet Fuel Management Report for Customer Number 569789 CITY OF FUELMAN

Department: 0040- City Police

SubDepartment: No Sub-Department

DATE	TIME	SITE	EMPLOYEE	ODOM	MPG	COST/ MILE	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
Vehicle Number: E100 Vehicle Description: FORD CVIC												
Fuel Transactions												
09/01	19:46		935115 KEVIN BECK	1498	10.8	0.31	UNL	13.792	3.22660	0.16969	\$46.84	
09/02	22:10		935115 KEVIN BECK	1600	6.3	0.54	UNL	16.233	3.22660	0.16969	\$55.14	
09/05	22:52		935115 KEVIN BECK	1817	15.2	0.22	UNL	14.281	3.22660	0.16969	\$48.50	
09/06	20:27		905519 KEVIN BECK	1900	7.2	0.47	UNL	11.514	3.22660	0.16969	\$39.10	
09/07	03:33		935115 KEVIN BECK	1901	0.0	—	UNL	7.982	3.22660	0.16969	\$27.11	
09/08	04:15		935115 KEVIN BECK	2125	16.8	0.21	UNL	13.324	3.38750	0.16969	\$47.40	
09/11	03:24		935115 KEVIN BECK	2200	6.0	0.59	UNL	12.425	3.38750	0.16969	\$44.19	
09/11	21:08		874499 KEVIN BECK	2315	20.3	0.18	UNL	5.670	3.38750	0.16969	\$20.18	
09/12	06:26		874524 KEVIN BECK	2370	6.6	0.54	UNL	8.396	3.38750	0.16969	\$29.86	
09/15	20:01		874527 KEVIN BECK	2580	18.0	0.19	UNL	11.677	3.24660	0.16969	\$39.89	
09/16	20:25		964520 KEVIN BECK	2950	29.2	0.11	UNL	12.083	3.14690	0.16969	\$42.09	
09/19	23:35		935115 KEVIN BECK	3000	4.2	0.79	UNL	12.747	3.14570	0.16969	\$39.60	
09/20	22:04		935115 KEVIN BECK	29000	0.0	—	UNL	12.699	3.14570	0.16969	\$40.11	
09/21	22:24		935115 KEVIN BECK	3019	0.0	—	UNL	9.930	3.14570	0.16969	\$52.82	11
09/25	03:57		905519 KEVIN BECK	3171	6.5	0.34	UNL	15.766	3.09270	0.16969	\$51.44	
09/25	23:35		874498 KEVIN BECK	3208	0.0	0.71	UNL	8.020	3.09270	0.16969	\$26.16	
09/25	23:39		874498 JOHNSON, R	8900	0.0	—	UNL	6.850	3.09270	0.16969	\$22.35	
09/29	19:02		874524 KEVIN BECK	3441	0.0	—	UNL	10.266	2.88730	0.16969	\$31.38	11
No. Transactions 18				Total Miles: 1599		11.9	0.46	208.860	Price/Gallon: \$3.37		\$704.16	

Vehicle Number: E152 Vehicle Description: CHEV IMPALA

Fuel Transactions												
09/03	07:03		935088 MANNING, J	4453	12.0	0.28	UNL	14.460	3.22660	0.16969	\$49.11	
09/05	12:41		905426 MANNING, J	4633	0.0	0.26	UNL	13.760	3.22660	0.16969	\$46.73	
09/08	09:26		935102 MANNING, J	7369	0.0	—	UNL	7.269	3.38750	0.16969	\$25.85	
09/09	13:26		935104 MANNING, J	7373	12.8	0.28	UNL	8.745	3.38750	0.16969	\$31.11	
09/11	09:13		935104 MANNING, J	7378	18.0	0.20	UNL	6.946	3.38750	0.16969	\$24.71	
09/15	10:14		926884 MANNING, J	941	0.0	—	UNL	14.775	3.34760	0.16969	\$51.96	11
09/18	10:02		874515 MANNING, J	5056	13.6	0.25	UNL	15.810	3.24610	0.16969	\$54.01	
09/22	06:50		935088 MANNING, J	5283	16.0	0.20	UNL	14.186	3.09270	0.16969	\$46.28	
09/24	06:59		935104 MANNING, J	5449	13.4	0.24	UNL	12.404	3.09270	0.16969	\$40.45	
09/29	10:51		935088 MANNING, J	5588	13.1	0.23	UNL	10.643	2.88730	0.16969	\$32.53	
No. Transactions 10				Total Miles: 1337		14.0	0.24	118.998	Price/Gallon: \$3.38		\$402.74	

Vehicle Number: E153 Vehicle Description: CHEV IMPALA												
Fuel Transactions												
09/02	10:48		935102 TESSIER P	9119	15.4	0.22	UNL	15.498	3.22660	0.16969	\$52.65	
09/04	09:56		935103 TESSIER P	9663	35.1	0.10	UNL	15.501	3.22660	0.16969	\$52.66	
09/06	15:32		935103 TESSIER P	9622	0.0	—	UNL	15.498	3.38750	0.16969	\$55.14	11
09/11	14:07		935103 TESSIER P	9910	19.2	0.19	UNL	15.009	3.38750	0.16969	\$53.39	
09/15	18:52		892423 TESSIER P	10190	18.7	0.18	UNL	15.000	3.14570	0.16969	\$49.74	
09/17	16:29		935102 TESSIER P	10421	16.9	0.20	UNL	13.690	3.14570	0.16969	\$45.38	
09/22	08:26		892423 TESSIER P	10949	35.2	0.09	UNL	15.007	3.09270	0.16969	\$48.96	
09/23	18:29		892423 TESSIER P	10874	0.0	—	UNL	15.418	3.09270	0.16969	\$50.31	11
09/26	11:37		874520 TESSIER P	11150	17.8	0.18	UNL	15.502	3.09270	0.16969	\$50.58	
09/29	09:21		892423 TESSIER P	11370	15.8	0.19	UNL	13.953	2.88730	0.16969	\$42.65	
09/30	11:01		935103 TESSIER P	11543	16.1	0.19	UNL	10.729	2.88730	0.16969	\$32.80	
No. Transactions 11				Total Miles: 2778		21.1	0.17	160.805	Price/Gallon: \$3.32		\$534.26	

Department: 0040- City Police												
Department Totals -											488.663	\$1,641.16

### SITE LEGEND

SITE #	SITE NAME	ADDRESS	CITY	STATE
874498	Pitt Stop #01-pay@p	830 Bush River Rd	Columbia	SC
874499	Pitt Stop #02-pay@pump	1500 Dutch Fork Rd	Ballentine	SC
874515	Pitt Stop #35-pay@pump	2022 Bluff Rd	Columbia	SC

Vehicle Management Report shows Transaction Details by Date and Time as well as key Summary Data subtotaed by Vehicle:

- Count of Transactions
- Odometers & Total Miles
- Average MPG
- Average Cost Per Mile.

Additionally the Vehicle Management Report shows:

- Total Amount
- Average Price Per Gal
- Total Gallons
- Exceptions Codes

The Vehicle Management Report shows Department Totals (Gallons & Dollars).

At the end of each department the report shows a Site Legend providing complete details about the sites used.

## 5. **SAMPLE Employee Management Report (FN03)**

- This is an Optional Report.
- This report is often used by Customers looking to study fuel usage by Employee versus the standard Vehicle reporting.
- This report can help Clients identify misuse and/or excessive card use by Employees.
- Report includes an Embedded Excel Transaction File downloadable directly from the pdf.
- Optional Reports are delivered via Web and can only be accessed via Customer's authorized user's on-line FleetNet logon.

**Embedded Excel Report File** – Most all Fuelman Optional reports have an Embedded Excel File containing all transactions contained in the report. By clicking on the Excel logo at top left corner of the report users can open the Excel file. Column headings in the file match the report headings.

# Employee Management Report (FN03) w/ Embedded Excel File



The Employee Management Report includes an embedded Excel File for easy access to the reported transactions for additional study and management of transaction data. Most Fuelman Optional reports include this feature.

Simply click on an icon on top left corner of first page of report to open the embedded Excel File.

- The embedded Excel file opens, all columns in the Adobe report are in the Excel file.
- The Exceptions column and legend allows for easy study, sorting & management of exceptions transactions.

CLICK on Excel icon to Download Embedded Excel Report File



Provided By:  
New Orleans  
(800) 877-0800

FUELMAN-SALES DEPT  
655 ENGINEERING DR STE 300  
NORCROSS GA 30092

EMPLOYEE MANAGEMENT REPORT  
Account # BG68478  
FLEET # 196519  
Name: FUELMAN-SALES DEPT  
Page: 1 of 12

## EMPLOYEE MANAGEMENT REPORT FOR 12/1/2011 – 12/31/2011

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	FEDERAL	STATE	OTHER	TOTAL
UNL	1,160.436	\$3,229.56	\$215.68	\$272.78	\$34.67	\$3,752.69
PREM	130.220	\$416.55	\$24.23	\$27.15	\$8.89	\$476.82
UDSL*	79.269	\$257.03	\$19.48	\$16.03	\$0.00	\$292.54
<b>Total</b>	<b>1,369.925</b>	<b>\$3,903.14</b>	<b>\$259.39</b>	<b>\$315.96</b>	<b>\$43.56</b>	<b>\$4,522.05</b>

TOTAL MILES: 19,095

\*This diesel fuel does not contain visible evidence of dye.

## DEPARTMENTAL SUMMARIES

DEPARTMENT NAME	DEPT NUM	QTY	BASE PRICE	FED TAXES	STATE TAXES	LOCAL TAXES	MAINT/OTH (Non-Fuel)	EXTENDED TOTAL	EXCEPT COUNT
No Department	0	408.690	1,122.40	75.94	96.23	6	0.00	1,300.86	0
BALTIMORE	95963	34.566	100.10	6.43	9.70	0	0.00	116.23	0
CAROLINA/STN	88858	124.392	344.15	23.13	34.67	0	0.00	401.95	1
E OHIO	88857	96.392	275.67	17.91	33.24	0	0.00	326.82	1
HOUSTON	88847	79.269	257.03	19.48	16.03	0	0.00	292.54	1
MISSISSIPPI	101871	131.893	371.40	24.51	24.58	0	0.00	420.49	0
NEW ORLEANS	88854	35.750	112.36	6.65	7.42	0	0.00	126.43	1
NORCROSS	88851	196.231	586.42	36.40	41.01	20	0.00	683.91	0
S. FLORIDA	88853	123.723	352.39	23.00	22.76	16	0.00	414.45	3
ST. LOUIS	95026	139.019	381.22	25.85	30.32	1	0.00	438.37	2

## EXCEPTION CODES:

- 5 Vehicle has exceeded its cycle fuel limit  
11 Odometer entry is out of sequence



EXCEPT CODE\*\*

11



# Employee Management Report (FN03)

- Lists Transactions by Driver w/ Key Summary Totals



The Employee Management Report shows Transaction Details by Date and Time as well as key Summary Data subtotaled by Employee:

- Count of Transactions
- Odometers & Total Miles
- Average MPG
- Average Cost Per Mile.


The Employee Management Report is organized by Employee and also indicates the vehicle fueled.

Additionally the Employee Management Report shows:

- Total Amount
- Average Price Per Gal
- Total Gallons
- Exceptions Codes

The Report shows Department Totals (Gallons & Dollars).

At the end of each department the report shows a Site Legend providing complete details about the sites used.

EMPLOYEE MANAGEMENT REPORT												
		Account #		BG68478								
		FLEET #		196519								
		Name:		FUELMAN-SALES DEPT								
		Page:		5 of 12								
Employee Management Report for Customer Number 196519 – FUELMAN-SALES DEPT												
Department: CAROLINAS/TN												
SubDepartment: No Sub-Department												
DATE	TIME	SITE	VEHICLE	ODOM	MPG	COST/ MILE	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
Employee Name :ANGIE LEE Employee Number: LEE												
Fuel Transactions												
12/09	08:15	874524	MOUNTAINEER	88642	20.1	0.16	UNL	14.781	2.77650	0.35340	\$46.25	
12/22	12:03	683328	MOUNTAINEER	88856	13.2	0.23	UNL	16.230	2.73570	0.35340	\$50.14	
12/29	15:37	874524	MOUNTAINEER	88980	13.6	0.23	UNL	9.096	2.81550	0.35340	\$28.83	
No. Transactions 3				Total Miles:		635	15.6	0.21	40.107 Price/Gallon: \$3.12		\$125.22	
Employee Name :BRYCE RUSS Employee Number: RUSSELL												
Fuel Transactions												
12/06	17:05	969960	99 FORD TAURUS	332343	41.5	0.08	UNL	13.346	2.82030	0.53840	\$44.82	
12/09	14:21	226131	99 FORD TAURUS	332609	0.0	---	UNL	5.031	2.76090	0.36690	\$15.74	
12/13	16:09	824397	99 FORD TAURUS	332781	12.7	0.25	UNL	13.491	2.71070	0.53840	\$43.83	
12/20	16:47	677482	99 FORD TAURUS	333082	21.6	0.15	UNL	13.924	2.63070	0.53840	\$44.12	
No. Transactions 4				Total Miles:		1027	25.3	0.16	45.792 Price/Gallon: \$3.24		\$148.51	
Employee Name :MELISSA SE Employee Number: SEKULA												
Fuel Transactions												
12/15	12:24	888154	SEKULA MELISSA MERCH SVCS	80185	0.0	---	UNL	7.445	2.78850	0.42090	\$23.89	
No. Transactions 1				Total Miles:		0	----		7.445 Price/Gallon: \$3.21		\$23.89	
Employee Name :BRITTANY W Employee Number: WILLIAMS												
Fuel Transactions												
12/08	12:37	956418	2005 HONDA ACCORD WILLIAMS B	145235	0.0	---	UNL	10.870	2.78110	0.53840	\$36.08	11
12/13	09:38	888810	2005 HONDA ACCORD WILLIAMS B	145236	0.0	---	UNL	13.307	2.85040	0.53840	\$45.10	
12/16	09:57	888810	2005 HONDA ACCORD WILLIAMS B	145236	0.0	---	UNL	6.871	2.83070	0.53840	\$23.15	
No. Transactions 3				Total Miles:		0	----		31.048 Price/Gallon: \$3.36		\$104.33	
Department: CAROLINAS/TN								UNL	124.392		\$401.95	
Department Totals -								124.392			\$401.95	
SITE LEGEND												
SITE #	SITE NAME	ADDRESS		CITY		STATE						
226131	FasMart #114	2802 W Main St		Danville		VA						
677482	Sheetz #472	10206s Main St		Archdale		NC						
683328	Corner Pantry #151	10401 Broad River Rd		Irmo		SC						
824397	Circle K #4132	2810 Pinecroft Rd		Greensboro		NC						
874524	Pitt Stop #13	7409 Broad River Rd		Irmo		SC						
888154	Citgo Highs 71	116 Central Ave W		Edgewater		MD						
888810	Kangaroo Express 3925	100 E John St		Matthews		NC						
956418	Sams Mart #25	6201 N Tryon St		Charlotte		NC						
969960	Wilco 0308	907 Knox Rd		Mc Leansville		NC						

**6. SAMPLE Fleet Fuel Management Report (FN05) – Fuel Only Report**

- This is an Optional Report.
- This report is typically used by Customers needing separate reporting of Fuel Only Transactions.
- Non-Fuel or Maintenance transactions are NOT reported on the FN05.
- Report includes an Embedded Excel Transaction File downloadable directly from the pdf.
- Optional Reports are delivered via Web and can only be accessed via Customer's authorized user's on-line FleetNet logon.

# Fleet Fuel Management Report (FN05)

- Lists Fuel Transactions Only by Vehicle w/ Key Summary Totals



CLICK on Excel icon to Download Embedded Excel Report File



## FLEET FUEL MANAGEMENT REPORT

Account # **BG68478**

FLEET # 196519

Provided By:  
New Orleans  
(800) 877-0800

Name: FUELMAN-SALES DEPT

Page: 1 of 12

FUELMAN-SALES DEPT  
555 ENGINEERING DR STE 300  
NORCROSS GA 30092

### FLEET FUEL MANAGEMENT REPORT for 12/1/2011 – 12/31/2011

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	FEDERAL	STATE	OTHER	TOTAL
UNL	1,160.436	\$3,229.56	\$215.68	\$272.78	\$34.67	\$3,752.69
PREM	130.220	\$416.55	\$24.23	\$27.15	\$6.89	\$474.82
UDSL*	79.289	\$257.03	\$19.48	\$16.03	\$0.00	\$292.54
<b>Total</b>	<b>1,369.925</b>	<b>\$3,903.14</b>	<b>\$259.39</b>	<b>\$315.96</b>	<b>\$43.56</b>	<b>\$4,522.05</b>
PRODUCT	QUANTITY	BASE PRICE	FEDERAL	STATE	OTHER	TOTAL

**TOTAL MILES: 19,095**

\*This diesel fuel does not contain visible evidence of dye.

### DEPARTMENTAL SUMMARIES

DEPARTMENT NAME	DEPT NUM	QTY	BASE PRICE	FED TAXES	STATE TAXES	LOCAL TAXES	EXTENDED TOTAL	EXCEPT COUNT
No Department	0	408.690	1,122.40	75.94	96.23	0	1,300.66	0
BALTIMORE	95983	34.596	100.10	6.43	9.70	0	116.23	0
CAROLINAS/TN	88856	124.392	344.15	23.13	34.67	0	401.95	1
OHIO	88857	96.392	275.67	17.91	33.24	0	326.82	1
HOUSTON	88847	79.289	257.03	19.48	16.03	0	292.54	1
MISSISSIPPI	101871	131.893	371.40	24.51	24.58	0	420.49	0
NEW ORLEANS	88854	35.750	112.36	6.85	7.42	0	126.63	1
NORCROSS	88851	196.231	586.42	36.49	41.01	20	683.91	0
S. FLORIDA	88853	123.723	352.39	23.00	22.76	16	414.45	3
ST. LOUIS	95026	138.019	381.22	25.85	30.32	1	438.37	2

### EXCEPTION CODES:

- 5 Vehicle has exceeded its cycle fuel limit  
11 Odometer entry is out of sequence

The Fleet Fuel Management Report (FN05) is identical to the Vehicle Management Report (FN04) except that it reports Fuel Transactions Only.



## FLEET FUEL MANAGEMENT REPORT

Account # **BG68478**

FLEET # 196519

Name: FUELMAN-SALES DEPT

Page: 5 of 12

### Fleet Fuel Management Report for Customer Number 196519 – FUELMAN-SALES DEPT

Department: CAROLINAS/TN

SubDepartment: No Sub-Department

DATE	TIME	SITE	EMPLOYEE	ODOM	MPG	COST/ MILE	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
Vehicle Number: 45697 Vehicle Description: 99 FORD TAURUS												
<b>Fuel Transactions</b>												
12/06	17:05	969960	BRYCE RUSS	332343	41.5	0.08	UNL	13.346	2.82030	0.53840	\$44.82	
12/09	14:21	226131	BRYCE RUSS	332609	0.0	---	UNL	5.031	2.76090	0.36690	\$15.74	
12/13	16:09	824397	BRYCE RUSS	332781	12.7	0.25	UNL	13.491	2.71070	0.53840	\$43.83	
12/20	16:47	677482	BRYCE RUSS	333082	21.6	0.15	UNL	13.924	2.63070	0.53840	\$44.12	
<b>No. Transactions 4</b>		<b>Total Miles: 1027</b>		<b>25.3</b>	<b>0.12</b>	<b>45.792 Price/Gallon: \$3.24</b>		<b>\$148.51</b>				

Vehicle Number: 5563 Vehicle Description: SEKULA MELISSA MERCH SVCS												
<b>Fuel Transactions</b>												
12/15	12:24	888154	MELISSA SE	80185	0.0	---	UNL	7.445	2.78850	0.42090	\$23.89	
<b>No. Transactions 1</b>		<b>Total Miles: 0</b>		<b>----</b>	<b>7.445 Price/Gallon: \$3.21</b>		<b>\$23.89</b>					

Vehicle Number: 5566 Vehicle Description: 2005 HONDA ACCORD WILLIAMS B												
<b>Fuel Transactions</b>												
12/08	12:37	956418	BRITTANY W	145235	0.0	---	UNL	10.870	2.78110	0.53840	\$36.08	11
12/13	09:38	888810	BRITTANY W	145236	0.0	---	UNL	13.307	2.85040	0.53840	\$45.10	
12/16	09:57	888810	BRITTANY W	145236	0.0	---	UNL	6.871	2.83070	0.53840	\$23.15	
<b>No. Transactions 3</b>		<b>Total Miles: 0</b>		<b>----</b>	<b>31.048 Price/Gallon: \$3.36</b>		<b>\$104.33</b>					

Vehicle Number: 7521 Vehicle Description: MOUNTAINEER												
<b>Fuel Transactions</b>												
12/09	08:15	874524	ANGIE LEE	88642	20.1	0.16	UNL	14.781	2.77650	0.35340	\$46.25	
12/22	12:03	683328	ANGIE LEE	88856	13.2	0.23	UNL	16.230	2.73570	0.35340	\$50.14	
12/29	15:37	874524	ANGIE LEE	88890	13.6	0.23	UNL	9.096	2.81550	0.35340	\$28.83	
<b>No. Transactions 3</b>		<b>Total Miles: 635</b>		<b>15.6</b>	<b>0.21</b>	<b>40.107 Price/Gallon: \$3.12</b>		<b>\$125.22</b>				

Department: CAROLINAS/TN									UNL	124.392	\$401.95
Department Totals -									UNL	124.392	\$401.95

### SITE LEGEND

SITE #	SITE NAME	ADDRESS	CITY	STATE
226131	FasMart #114	2802 W Main St	Danville	VA
677482	Sheetz #472	10206s Main St	Archdale	NC
683328	Corner Pantry #151	10401 Broad River Rd	Immo	NC
824397	Circle K #4132	2810 Pinecroft Rd	Greensboro	NC
874524	Pitt Stop #13	7409 Broad River Rd	Immo	NC
888154	Citgo Highs 71	116 Central Ave W	Edgewater	MD
888810	Kangaroo Express 3925	100 E John St	Matthews	NC
956418	Sams Mart #25	6201 N Tryon St	Charlotte	NC
969960	Wilco 0308	907 Knox Rd	Mc Leansville	NC

The Fleet Fuel Management Report includes the Embedded Excel File feature for easy downloading of fuel transactions in the report into true Excel with identical report columns/data for further study or sorting in Excel.

**7. SAMPLE Maintenance Management Report (FN06) – Non-Fuel (Maintenance) Only Report**

- This is an Optional Report.
- This report is typically used by Customers needing separate reporting of Maintenance Only Transactions.
- Fuel transactions are NOT reported on the FN06.
- Report includes an Embedded Excel Transaction File downloadable directly from the pdf.
- Optional Reports are delivered via Web and can only be accessed via Customer's authorized user's on-line FleetNet logon.



# Fleet Maintenance Management Report (FN06)

- Lists Non-Fuel Transactions Only by Vehicle w/ Key Summary Totals



**Fuelman**

**FLEET MAINTENANCE MANAGEMENT REPORT**

Account # **██████████**

FLEET # 123460

Name: CITY OF FUELMAN

Page: 1 of 21

Provided By:  
Mississippi  
(800) 877-0800

CITY OF FUELMAN  
ATTN: MR. FLEET MANAGER  
12345 FLEET HIGHWAY W  
FUELMAN, MS 39428

**FLEET MAINTENANCE MANAGEMENT REPORT FOR 12/1/2011 – 12/31/2011**  
SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	BASE PRICE	FEDERAL	STATE	OTHER	TOTAL
Other	\$10,367.58	\$0.00	\$0.00	\$0.00	\$10,367.58
<b>Total</b>	<b>\$10,367.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,367.58</b>

**DEPARTMENTAL SUMMARIES**

DEPARTMENT NAME	DEPT NUM	FED TAXES	STATE TAXES	LOCAL TAXES	MAINT/OTH (Non-Fuel)	EXTENDED TOTAL	EXCEPT COUNT
1 - Div of Safety	35770	0.00	0.00	0	9,639.90	9,639.90	309
2 - Div of Services	35771	0.00	0.00	0	132.99	132.99	8
8-MAP	116603	0.00	0.00	0	594.69	594.69	16

**EXCEPTION CODES:**

7 Veh has exceeded its Fleet Supplies limit  
8 Veh has exceeded its Fleet Services limit  
11 Odometer entry is out of sequence  
43 Manually keyed transactions at site

The Fleet Maintenance Management Report (FN06) is identical to the Vehicle Management Report (FN04) except that it reports Non-Fuel (Maintenance) Transactions Only.

**FLEET MAINTENANCE MANAGEMENT REPORT**

**Fuelman**

Account # **██████████**

FLEET # 123460

Name: CITY OF FUELMAN

Page: 19 of 21

**Fleet Maintenance Management Report for Customer Number ██████████**

Department: 2 - Div of Support Services

SubDepartment: 200

DATE	TIME	SITE	EMPLOYEE	ODOM	TYPE	TOTAL AMT	EXCEPT CODE**
<b>Vehicle Number: 7119407599 Vehicle Description: 2007 Ford F-350</b>							
<b>Service Transactions</b>							
12/14	10:21	904335	Wooten W R	98162	Tire Balance	\$75.00	
						<b>\$75.00</b>	
<b>SubDept Totals -</b>						<b>\$75.00</b>	

SubDepartment: 300

DATE	TIME	SITE	EMPLOYEE	ODOM	TYPE	TOTAL AMT	EXCEPT CODE**
<b>Vehicle Number: 7119406741 Vehicle Description: 2006 Ford Crown Vic</b>							
<b>Service Transactions</b>							
12/05	23:25	887826	Wilkinson	159600	Car Wash	\$7.00	
12/08	09:06	904241	Wilkinson	159900	Car Wash	\$6.00	
12/12	16:42	943749	Wilkinson	160216	Oil & Lube Services	\$44.99	
						<b>\$57.99</b>	
<b>SubDept Totals -</b>						<b>\$57.99</b>	
<b>Department Totals -</b>						<b>\$132.99</b>	

**SITE LEGEND**

SITE #	SITE NAME	ADDRESS	CITY	STATE
887826	Old Fannin Shell #1007	1695 Old Fannin Rd	Flowood	MS
904241	The C Store #291	101 W Presley Blvd	McComb	MS
904335	Dunlap & Kyle	280 Eureka Street	Grenada	MS
943749	Car Care Clinic #5	4710 I 55 N	Jackson	MS

The Fleet Maintenance Management Report includes the Embedded Excel File feature for easy downloading of non-fuel transactions in the report into true Excel with identical report columns/data for further study or sorting in Excel.

## 8. **SAMPLE Customer Fleet Analysis Report (FN14)**

- This report provides an easy to review, one line per vehicle report to quickly review the vehicles by department and observe Year-To-Date summary statistics by vehicle.
- Most importantly the report includes the Total Cost Per Mile to operate the vehicle including both fuel and non-fuel (maintenance) expenditures
- Report includes Average Miles per Gallon MTD and YTD for the vehicles.
- Report includes an Embedded Excel Report File that opens in true Microsoft Excel.
  - Once Excel file is opened report users can sort the vehicles and easily rank them by performance measures such as Average MPG or Average Cost Per Mile to look for vehicles not performing to expectations.
- Fleet Managers that use the FN14 find the report to be an extremely valuable tool for monitoring fleet performance at a summary level (one line per vehicle with MTD and YTD summary key statistics)
- This is an Optional Report
- Optional Reports are delivered via Web and can only be accessed via Customer's authorized user's on-line FleetNet login.



# CUSTOMER FLEET ANALYSIS REPORT

Account # BG68478

FLEET # 196519

Name: FUELMAN-SALES DEPT

Page: 1 of 42

FUELMAN-SALES DEPT  
655 ENGINEERING DR STE 300  
NORCROSS GA 30092

## CUSTOMER FLEET ANALYSIS REPORT FOR 12/1/2009 – 1/1/2010

### Department - No Department Given

Vehicle Information			Month to Date Summary					Year to Date Summary					
Vehicle Name	Vehicle Number	Miles (1)	Average MPG (1)	Fuel Gallons	Fuel Costs	Non-Fuel Costs	Miles (1)	Average MPG (1)	Fuel Gallons	Fuel Costs	Non-Fuel Costs	Extended Total	Cost Per Mile (1)
EMERGENCY FUEL	1	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
SCOT CARTER	1	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
05 MAZDA 3	ARNOLD	--	--	.000	\$0.00	\$0.00	1104.0	25.4	43.537	\$82.39	\$0.00	\$82.39	\$0.075
98 LEXUS GS300	BARTIMM	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2001 LINCOLN TOWN CAR	BLANKS	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
1990 LEXUS 400	COLE	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
03 MAZDA PROTEGE	CORNWEL	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2007 HONDA PILOT	CORNWEL	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2006 DODGE STRATUS	DENMAN	1500	15.6	96.187	\$238.19	\$0.00	27185.0	20.5	1325.577	\$2,949.04	\$0.00	\$2,949.04	\$0.108
07 TOYOTA 4RUNNER	EDDINS	--	--	.000	\$0.00	\$0.00	18725.0	21.1	887.705	\$2,073.24	\$0.00	\$2,073.24	\$0.111
2003 BMW 330i	FITZPAT	--	--	.000	\$0.00	\$0.00	1524.0	16.4	92.661	\$177.24	\$0.00	\$177.24	\$0.116
05 NISSAN FRONTIER	FOGEL	--	--	.000	\$0.00	\$0.00	8031.0	19.2	417.535	\$803.32	\$0.00	\$803.32	\$0.100
08 PONTIAC G5	HARDWIC	--	--	.000	\$0.00	\$0.00	1111.0	16.0	69.480	\$119.45	\$0.00	\$119.45	\$0.108
05 TOYOTA CAMRY	HARRING	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2004 MAZDA 6	JENSEN	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
95 MERCEDES S420	JOHNSON B	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2000 JEEP GRAND CHEROKEE	KITCHEN	--	--	.000	\$0.00	\$0.00	309.0	16.5	18.676	\$30.82	\$0.00	\$30.82	\$0.100
07 CHEVY SILVERADO	KLEINE	--	--	.000	\$0.00	\$0.00	275.0	21.2	12.990	\$19.72	\$0.00	\$19.72	\$0.072
HONDA ACCORD	MELIO	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
04 NISSAN XTERRA	MELIO	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
PAM CURE	PAM CURE	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
07 SAAB 93	RHODES	--	--	.000	\$0.00	\$0.00	1637.0	30.2	54.210	\$110.30	\$0.00	\$110.30	\$0.067
00 TOYOTA RAV 4	ROBINSO	--	--	.000	\$0.00	\$0.00	863.0	22.1	38.979	\$72.29	\$0.00	\$72.29	\$0.084
2005 DODGE DURANGO	RUBIO	--	--	.000	\$0.00	\$0.00	12305.0	13.3	921.928	\$2,346.30	\$0.00	\$2,346.30	\$0.191



**CUSTOMER FLEET ANALYSIS REPORT**  
**Account # BG68478**  
**FLEET # 196519**  
**Name: FUELMAN-SALES DEPT**  
**Page: 42 of 42**

**CUSTOMER FLEET ANALYSIS REPORT FOR 12/1/2009 – 1/1/2010**

**Department - TAMPA-FLEET CONSULTANT**

Vehicle Information		Month to Date Summary					Year to Date Summary						
Vehicle Name	Vehicle Number	Miles (1)	Average MPG (1)	Fuel Gallons	Fuel Costs	Non-Fuel Costs	Miles (1)	Average MPG (1)	Fuel Gallons	Fuel Costs	Non-Fuel Costs	Extended Total	Cost Per Mile (1)
01 JEEP	MESSENGER	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
Department Totals - TAMPA-FLEET CONSULTANT													
		--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--

**Department Totals - TAMPA-FLEET CONSULTANT**

<b>Report Total</b>			55,290	16.8	3,292.731	\$8,533.88	\$0.00	76,317	17.0	45,726.305	\$106,558.07	\$39.00	\$106,597.07	\$0.137
---------------------	--	--	--------	------	-----------	------------	--------	--------	------	------------	--------------	---------	--------------	---------

**Product Totals**

Product	Quantity	No. Trans	Ext Base Price	Taxes			Federal Tax	State Tax	Other Tax	Extended Eff Price
Premium	420.235	34	\$1,188.00				\$0.01	\$0.00	\$0.00	\$1,188.01
ULS Diesel	177.878	9	\$470.83				\$0.02	\$0.00	\$0.00	\$470.85
Unleaded	2,583.933	178	\$6,583.32				\$0.01	\$0.00	\$0.00	\$6,583.33
Unleaded P	110.685	8	\$291.68				\$0.01	\$0.00	\$0.00	\$291.69
<b>Product Totals</b>	<b>3,292.731</b>	<b>229</b>	<b>\$8,533.83</b>				<b>\$0.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,533.88</b>

**Miles, Quantity and Cost Summary**

<b>Total Miles (1)</b>	55,290	<b>Avg. Miles Per Gallon (1)</b>	16.80	<b>Cost Per Mile (1) (2)</b>	0.15
------------------------	--------	----------------------------------	-------	------------------------------	------

(1) The calculations for miles, MPG and CPM are based upon records with "valid" miles. A transaction with "valid" miles is a transaction where the driver enters the correct odometer.  
(2) This CPM calculation includes only FUEL transactions and does not include any NON-FUEL transactions.

The data below were used to compute these averages

Number of Transactions	Gallons	Amount
229	3,292.731	\$8,533.88

# SAMPLE - CUSTOMER FLEET ANALYSIS (FN14)

(Embedded Excel Report File downloaded from the Adobe pdf Report)

Microsoft Excel - 99880-810067-125376-125376-FN14-40099864.XLS

File Edit View Insert Format Tools Data Window Help Adobe PDF

Type a question for help

<

**9. SAMPLE Monthly Tax Management Report (FN07)**

- This is an Optional Report.
- The Tax Management Report is provided to customers needing summary Tax Reporting for each month.
- The report shows applicable Tax totals by Taxing Authority (i.e. Federal and States) and Tax Type. Both exempted and non-exempted tax totals and applicable gallons are shown.
- The grand total Tax Exempted and Tax Billed Amounts are reported.
- Optional Reports are delivered via Web and can only be accessed via Customer's authorized user's on-line FleetNet logon.



## WEEKLY TAX MANAGEMENT REPORT

PO Box 924138  
NORCROSS,GA 30010

FLEET # 194371

Provided By:

Baton Rouge  
(800) 877-0800

CITY OF FUELMAN  
290 EAST AIRPORT RD  
SUITE E  
FUELMAN, USA 70806

## WEEKLY TAX MANAGEMENT REPORT FOR 09/24/2007 - 09/30/2007

Tax Id	Description	Tax Type	Tax Rate	Quantity	Tax Exempted	Tax Billed	Extended Base
Authority: Federal Tax		Authority Type: FEDERAL					
2	Federal Gasoline Excise Tax	EXCISE	.18300	45,970.974	8,412.82	0.00	0.00
3	Federal Diesel Excise Tax	EXCISE	.24300	144.553	35.13	0.00	0.00
23	Federal Oil Spill	EXCISE	.00119	46,694.927	0.00	55.76	0.00
1234	Federal Dyed Diesel Tax	EXCISE	.00000	579.400	0.00	0.00	0.00
10528	Leaking UST (LUST)	EXCISE	.00100	46,694.927	0.00	45.71	0.00
Authority Total:					\$8,447.95	\$101.47	
Authority: Alabama		Authority Type: STATE		State Code: AL			
520	Alabama Gas	EXCISE	.16000	23.682	0.00	3.79	0.00
522	Alabama Inspection Fee	EXCISE	.02000	23.682	0.00	0.47	0.00
5960	Alabama Environmental	EXCISE	.01000	23.682	0.00	0.23	0.00
Authority Total:					\$0.00	\$4.49	
Authority: Mobile Co., AL		Authority Type: COUNTY		State Code: AL			
601	Mobile Co., AL	EXCISE	.02000	13.470	0.00	0.27	0.00
Authority Total:					\$0.00	\$0.27	
Authority: Mobile, AL city		Authority Type: CITY		State Code: AL			
990	Mobile City Gas/Dsl	EXCISE	.02000	13.470	0.00	0.27	0.00
Authority Total:					\$0.00	\$0.27	
Authority: Troy, AL city		Authority Type: CITY		State Code: AL			
1163	Troy City Gas/Dsl	EXCISE	.01000	10.212	0.00	0.10	0.00
Authority Total:					\$0.00	\$0.10	

## **10. Exceptions Email Alert**

- Upon request from Customer, FleetCor will set Customer's accounts such that the desired authorized fleet contact will receive real time Exceptions Alerts via Email as they occur.
- Exceptions Email Alerts will occur when a cardholder successfully completes a transaction that exceeds a report limit or denial limit for the vehicle/card.
- Up to two (2) persons on the account can receive customized Exceptions Email or Text Message alerts.
- For managers or administrators who don't want to receive Emails for every exception, the system can be customized so they only receive Email Alerts for the specific, most important exceptions they want to receive.



# Real Time Exceptions Email Alerts



**Fuelman Customers can be set to receive Real-Time Exceptions Email Alerts or Text Message Alerts so administrators will be notified of Exceptions immediately!**

- Up to 2 persons on the account can be sent Email Alerts
- Contacts can be customized to only receive alerts of exceptions they desire.

-----Original Message-----  
 From: Fleet Management Card Services [mailto:fpoper@fleetnet.net]  
 Sent: Wednesday, December 22, 2004 7:51 AM  
 To: Debbie Boyce  
 Subject: Fleet Management Exception Notification

FROM: Customer Service Dept (800) 877-0800

TO: DEBBIE BOYCE  
 dboyce@carolinainternational.com  
 CAROLINA INTL TRUCKS INC. Cust No: 242911  
 2520 S. HWY 14  
 GREER, SC 29650

DRIVER: Penland, Greg Driver No: 5214192  
 VEHICLE: 00 CHEV. PICKUP Vehicle No: 1  
 Odometer: 12138

LOCATION: MOUNTAIN ENERGY #16 Site No: 929555  
 301 SMOKEY PARK  
 KATHY SLAGLE  
 ASHEVILLE, NC 28806

TRANSACTION: Date: 22-DEC-2004 Time: 07:36:00 Trans No: 14  
 Product Code: 2 Description: Unleaded  
 Quantity: 16.77 PO No:

EXCEPTION(S): Vehicle is restricted from this many transactions in one day.

If you want to make any changes to your account, they can be submitted  
 By replying to this message listing the changes you want implemented. Your  
 Reply will be forwarded to our Customer Service Department.

## **11. Exceptions Transaction Download from FleetNet**

- This is an on-demand downloadable report available from the online FleetNet system. The FleetNet User can select a “To” and “From” date range and then select “View Report” or “Download Data”.
- View Report creates a pre-programmed, easy to read Exceptions Download Report, which is an Adobe® pdf. (On the next page we provide a sample of the downloadable pdf report.
- The download data function places the Exceptions transaction file into a data file (.csv format) which can be easily be saved and re-opened in Excel for additional analysis.
- Fuelman’s pre-programmed exception download report provides a quick, concise look at the driver’s errors that have appeared on any weekly or monthly fleet management report.
- The report details which vehicles have NOT been fueled or operated in accordance with fleet guidelines.
- At the beginning of the report it lists all employees with exceptions including the count of errors by employee. Subsequently the report shows the exceptions transactions Details by Date/Time order by Card Number including the Vehicle Number/Description and Employee information and Exception Code with Explanation.

# FleetNet Exceptions Download



Authorized Fleet Contacts can download Exceptions Transaction Reports or Transaction Data at FleetNet.

A screenshot of the FleetNet web application interface for downloading exceptions. The interface has a top navigation bar with links: customer, reports, vehicle, employee, transaction, site, user, download, help. Below this is a sub-navigation bar with tabs: Transactions, Cards, Vehicles, Employees, and Exceptions (which is selected). On the left side, there is a vertical menu with buttons: ADD, FIND, UPDATE, CLEAR, DELETE, SAVE, and EXIT. Below these buttons is a checkbox labeled "Show Headers" which is checked. The main content area is titled "Download" and contains several sections. The first section is "Select another Customer for export:" with a text input field labeled "Customer Name" and a dropdown menu labeled "COUNTY". The second section is "Select a transaction search filter:" with two radio buttons. The first radio button is "All Transactions (Recent 90 Days)". The second radio button is "By Transaction Date", which is selected. Below this, there are two date input fields: "From" with the value "11/30/2008" and "To" with the value "11/30/2008", both followed by the text "mm/dd/yyyy". The third section is "Search by Vehicle or Employee" with a checkbox that is unchecked. Below this, there are two radio buttons: "By Vehicle Number" and "By Employee Number". Each radio button is followed by a text input field and a "LIST" button. To the right of the "By Vehicle Number" input field is a "Description" input field. To the right of the "By Employee Number" input field is an "Name" input field. At the bottom of the main content area, there are two buttons: "View Report" and "Download Data".

**View Report**  
(Creates pdf report)

**Download Data**  
(Downloads to Excel File)

# Exception Transaction Export Report



Click View Report at the Exceptions Download tab to create a great pre-programmed report!

- The first page has 2 tables - the first listing the Drivers with Count of Exceptions, the second table lists the total count of Exceptions by Code with the Exception Description.
- Subsequent pages of the report show the Exception transaction details by Vehicle/Card including the Exception Code and Exception Description that occurred.

**Exception Transaction Export**

Date: November 30, 2008  
Office: Mississippi  
From: November 1, 2008  
To: November 7, 2008

CITY OF [REDACTED]  
ATTENTION: [REDACTED]  
[REDACTED]

**Exception Summary**

Exceptions by Employee	Count
2557 JONES C	1
3524 WILLIAMS C	1
3595 NOLDEN N	1
5566 BELL E	1
94644 MAYBERRY D	1
95639 JOHNNY STIFF	1
95880 HICKEY E	1
101093 DARRYL JAMISON	1
94945 Calvin Harris	1
95503 Franklin LaRue	1
98431 McClenty Isaac	1
98656 Carlos Beauchamp	1
99043 TRIMBLE WILLIE	1
5749 CLEVEN JEFFERSON	1
17455 COLEMAN G	1
19922 CROWLEY J	1
42860 JONES CM	1
64230 PAYTON C	1
96331 GRANTHAM C	1
97294 GRIFFIN S	1
97960 NELSON RICKY	1
98062 WILLIAMS CHARLES	1
99286 TERRANCE GARDNER	1
94175 WYATT GE	1
97502 MICHAEL COLE	1
97493 KEITH MACK	1
98971 SHILA PRICE	1

Code	Exceptions by Type	Count
C	Vehicle is restricted from purchasing this fuel type.	1
D	Fuel volume exceeds vehicle's tank capacity.	1
F	Vehicle has exceeded its daily fuel limit.	1
J	Vehicle has exceeded its daily transaction limit.	1
B	Vehicle has exceeded expected range.	2
I	Odometer entry is out of sequence.	6
p	Manually keyed transactions at site	13
A	Miles per gallon is outside of expected range.	25

**Exception Transaction Export**

Date: November 30, 2008  
Office: Mississippi  
From: November 1, 2008  
To: November 7, 2008

**Exception Detail**

Transaction Date	Transaction Time	Transaction ID	Card Number	Vehicle Number / Description	Employee Number / Name	Department ID	Sub Dept	Site Number	Quantity	Product	Odometer	Exception Code	Exception Description
11/06/2008	13:46	643226383	70764 [REDACTED] 26	TK292 92 CHEV PU	94644 MAYBERRY D	36710	25	904265	17.00	Unleaded	79787	A	Miles per gallon is outside of expected range.
11/06/2008	14:38	643236912	70764 [REDACTED] 79	TK627 2004 FORD E450	98431 McClenty Isaac	36710	25	904296	30.82	ULS Diesel	67557	A	Miles per gallon is outside of expected range.
11/07/2008	07:44	643459032	70764 [REDACTED] 46	TK552 2000 FRTLINER	19922 CROWLEY J	36710	25	904296	57.29	ULS Diesel	81979	p	Manually keyed transactions at site
11/07/2008	07:44	643459032	70764 [REDACTED] 46	TK552 2000 FRTLINER	19922 CROWLEY J	36710	25	904296	57.29	ULS Diesel	81979	A	Miles per gallon is outside of expected range.
11/07/2008	07:47	643459838	70764 [REDACTED] 43	TK509 99 CHV C8500	94945 Calvin Harris	36710	24	904296	30.83	ULS Diesel	55697	A	Miles per gallon is outside of expected range.
11/07/2008	08:06	643463817	70764 [REDACTED] 68	TK635 2004 CHEV C4500	98971 SHILA PRICE	36710	25	904296	31.55	ULS Diesel	59610	p	Manually keyed transactions at site
11/07/2008	08:09	643464537	70764 [REDACTED] 46	TC49 2003 KUBOTA CRAWLER	98971 SHILA PRICE	36710	25	904296	8.291	ULS Diesel	16349	p	Manually keyed transactions at site
11/07/2008	09:15	643478890	70764 [REDACTED] 97	TK443 CHEV 3500 DUMP	94175 WYATT GE	36710	24	904296	17.94	ULS Diesel	90031	A	Miles per gallon is outside of expected range.

## **12. Denial Transactions Download from FleetNet**

- This is an on-demand downloadable report available from the online FleetNet system. The FleetNet User can select a “To” and “From” date range and then select “View Report” or “Download Data”.
- View Report creates a pre-programmed, easy to read Denial Download Report, which is an Adobe® pdf. (On the next page we provide a sample of the downloadable pdf report.
- The download data function places the Denied transactions file into a data file (.csv format) which can be easily be saved and re-opened in Excel for additional analysis.
- Fuelman’s pre-programmed Denial download report provides a quick, concise look at the Transactions that have been denied.
- The top page of the report shows a summary table with the summary count of types of denials that have occurred on the account.
- The subsequent pages show the actual denials that have occurred with Date/Time, Vehicle/Card that was attempted, Pin that was attempted, and Denial Reason.
- The Denial Download Report allows Fleet Administrators to review transactions denied and see first-hand the potential fraud, misuse or abuse that is being stopped by the Fuelman system and card controls. Also the report is an excellent tool to monitor drivers who don’t understand the system, who might need follow-up training or might have lost their assigned PIN number.

### **13. Real Time Transaction Data Available at FleetNet**

- In Real Time (immediately after transactions occur), Authorized Fleet Contacts using their secure FleetNet logon can Find Transactions, View Transaction Details or even Download Transactions to Excel.
- Using the “Transaction Find” function, FleetNet Users can scroll through the list of the past 90 Days transactions and view Real Time Data.
- Transaction list shows:
  - Trans Date
  - Site ID
  - Product ID
  - Vehicle #
  - Employee #
  - Department Name
  - Sub-Department.
- After selecting a transaction in the list, the FleetNet User can click on “Transaction Detail” to view all pertinent details about the transaction.
  - Nearly 30 attributes of the Transaction, Site used and the Vehicle (i.e. odometer & miles since fill-up) are displayed.

# Real Time Transaction Data

- Available at FleetNet



In Real Time (immediately after transactions occur), Authorized Fleet Contacts using their secure FleetNet logon can Find Transactions, View Transaction Details or even Download Transactions to Excel.

Transaction Date	Site ID	Product ID	Vehicle Number	Employee Number	Department Name	Sub-Dept
02/01/2012	811593	2	5287	MONSOUR	MISSISSIPPI	
02/01/2012	863539	2	45697	RUSSELL	CAROLINAS/TN	
02/01/2012	914783	2	16	CARROLL	E OHIO	
02/01/2012	890609	2	5568	HOLMES		
02/01/2012	683328	2	7521	LEE	CAROLINAS/TN	
02/01/2012	415421	3	5575	FRAGA		
02/01/2012	225943	2	215487	THOMPSON	ST. LOUIS	
02/01/2012	943620	2	5567	AGAMIE	S. FLORIDA	
01/31/2012	675025	2	5572	BLAIR		
01/31/2012	681623	2	5287	MONSOUR	MISSISSIPPI	
01/31/2012	870217	2	5566	WILLIAMS	CAROLINAS/TN	
01/31/2012	872083	2	5564	WHITTEN	ST. LOUIS	
01/30/2012	951904	2	5570	PENUELL		
01/30/2012	887729	5	659784	FLETCHER	HOUSTON	20
01/30/2012	418969	2	5567	AGAMIE	S. FLORIDA	

Using the “Transaction Find” function, FleetNet Users can scroll through the list of the past 90 Days transactions, Real Time Data. Transaction list shows: Trans Date, Site ID, Product ID, Vehicle #, Employee #, Department Name, Sub-Department

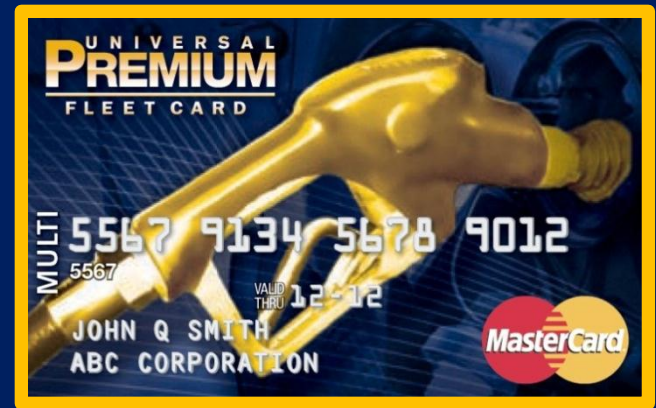
After selecting a transaction in the list, the FleetNet User can click on “Transaction Detail” to view all pertinent details about the transaction.

- Nearly 30 attributes of the Transaction, Site used and the Vehicle (i.e. odometer & miles since fill-up) are displayed.

## **APPENDIX 2**

### **Slide Presentation - Universal Premium Fleet MasterCard Program**





## Universal Premium FleetCard MasterCard®

Even More Convenience, Cost Savings and Control for Your Business

# Road Map

1. A Total Fuel Management Program
2. Convenient coverage saves drivers time
3. Cost Saving rebates keeps the money in your business
4. Control saves your business time & money
5. Additional Benefits-Fuelman Site Locator
6. Why should you choose the Universal Premium FleetCard MasterCard®?
7. Universal Premium Overview
8. Getting started is easy!



# Your Business Needs a TOTAL Fuel Management Solution



## 1 Convenience

- Time saving options with universal fuel and maintenance location acceptance
- Reduce administrative time with Online Account Management and customized reporting



## 2 Cost Savings

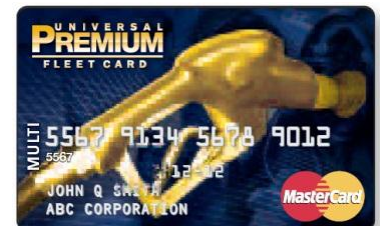
- Potential savings with rebates up to 6¢ per gallon<sup>†</sup>
- Cost savings from controlling fraud & fuel costs



## 3 Controls

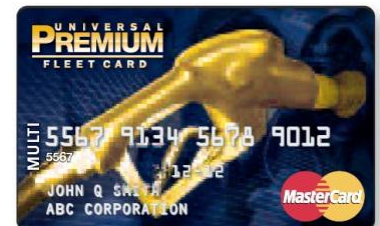
- Lower administrative expenses and increase tighter control over spending with purchase limits and card controls

<sup>†</sup>See slide 5 for more information



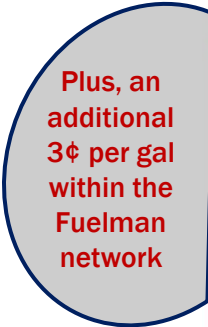
# Convenient coverage saves time on the road

- **The convenience of MasterCard® nationwide coverage save drivers time so they are back on the road quickly**
  - Drivers save time by fueling at the nearest or least expensive fueling location that accepts MasterCard cards rather than looking for a specific brand
- **More locations to choose from**
  - Over **160,000** fueling locations nationwide that accepts MasterCard cards
- **Accepted at over 400,000 maintenance locations nationwide**
  - Choose how each card is set up – ‘Fuel Only’, ‘Fuel and In-Store’ or ‘Fuel and Maintenance’



# Cost Saving rebates keep Your money in Your business

- Earn rebates up to 6¢ per gallon on gasoline and diesel purchases<sup>†</sup>
  - Volume rebates up to 3¢ off per gallon
  - An additional 3¢ off each gallon within the Fuelman discount network
  
- Up to 15% Savings
  - A *Fleet Financials* survey shows that fleets that use a managed fuel program realize savings of up to 15% on their overall fuel management costs compared to fleets that do not



Plus, an additional 3¢ per gal within the Fuelman network

Tiered Rebate Program	
Universal Premium Fleet Card <sup>†</sup>	
gallons	rebate
1 - 1,999	0.5¢
2,000 - 4,999	1¢
5,000 - 9,999	1.5¢
10,000 - 19,999	2¢
20,000 - 29,999	2.5¢
30,000+	3¢

Rebates are on cents per gallon based on the number of gallons purchased per month.  
Credit will appear on your monthly statement.

<sup>†</sup>Purchases must be made with your Universal Premium FleetCard MasterCard® and your account must be in good standing. Not valid on aviation, bulk fuel, propane or natural gas purchases.

# Control saves Your business time & money

- **Consolidate all of your company's fuel purchasing onto this account**
  - Save administrative time with fewer bills to pay and fewer reports to review
- **Reduce unwanted purchases by setting customized card controls**
  - 59% of businesses with 11+ vehicles believe they would experience fraud and misuse when not having a fleet card program<sup>1</sup>
- **Set purchase limits on each card to control spending**
  - Dollars per day, and week or month
  - Dollars per maintenance purchase
  - # of transactions per day, and week or month
- **Manage your entire account online and reduce the hassle of reconciling fuel receipts**

Access to the online system **iConnectData** gives access to many of the unique features that come with your new account e.g. Smart Buy Reports.

	
<a href="#">Login</a>	<a href="#">Real Time Transaction History</a>
<a href="#">Forgot Your Password?</a>	<a href="#">Card Maintenance</a>
<a href="#">Spend Limit Information</a>	<a href="#">Drivers with DINs and VINs Maintenance</a>
<a href="#">Accessing Your Invoice Online</a>	<a href="#">Online Bill Pay</a>
<a href="#">Online Reporting</a>	<a href="#">Customer Service</a>

<sup>1</sup>2009 Havill & Company study of Fleet Administrators

# Additional Benefit...Fuelman Site Locator

Maximize your rebates by fueling within the Fuelman discount network. The **Fuelman Site Locator** makes it easy to find participating sites that will allow you to earn an additional **3¢ per gallon rebate** on your fuel purchases.

The screenshot displays the Fuelman Mastercard Site Locator interface. On the left, the 'Search Options' panel includes a 'Find a Location' button, a search bar with fields for State, City, County, Metro, Address, and ZipCode, and a dropdown menu for State/Province (currently showing GEORGIA). Below this are checkboxes for 'Type' (Fuel Sites) and 'See Recently Added Sites Only'. A 'Find Locations' button is at the bottom. The right panel shows a list of search results for 'Exxon' and 'Citgo' stations in Georgia, including their addresses and distances. A yellow arrow points from the search options to the results. The bottom of the page features a large yellow button with the website URL.

**Fuelman Mastercard Site Locator**

Search Options

Find a Location | Search Along a Route

Search By: State | City | County | Metro | Address | ZipCode

State / Province

GEORGIA

HAWAII

IDAHO

ILLINOIS

INDIANA

IOWA

KANSAS

KENTUCKY

LOUISIANA

MAINE

MARYLAND

Type

Fuel Sites

See Recently Added Sites Only

Find Locations | Clear

List View | Map View

**Fuelman Mastercard Site Locator**

List View | Map View

Miles | KM

Search Options

Current Search

GA

Fuel Types

Diesel

BioDiesel

E85

Gas

CNG

Both Gas and Diesel

Kerosene

Oil

Propane

Driver Comforts

24hr Service

24hr Restaurant

ATM

Shower

Site Facilities

Hwy Access

C-Store

Truck Stop

Pay at Pump

Unattended

Maintenance

Truck Specs

Results per Page: 5

Page 1 of 7

Next >>

Restart | Update Current

[www.fuelmandiscountnetwork.com](http://www.fuelmandiscountnetwork.com)

# Why should you choose the Universal Premium FleetCard MasterCard®?

The Universal Premium FleetCard brings a new level of convenience and control to fleet card management. In addition to more controls and competitive rebates, you can now save up to 15% on fuel and fleet expenses and offer your driver more fueling options.

## What is the value of CONVENIENCE?

The simple example of a 10 vehicle, two-crew fleet, shows the hidden costs of being restricted to one fuel brand or network of sites.

Two workers at \$15.00/hr	\$0.50 per minute
10 minutes to drive to a specific site	\$5.00
Two fill-ups / week	\$10.00/ vehicle
<b>x Fleet of 10 vehicles</b>	<b>= \$100 per week</b>
Lost Business Opportunity Spent time on the road	10 crew minutes
2x /week	20 minutes
Billable service rate	\$60.00/ hour
Lost revenue	\$20.00
<b>x Fleet of 10 vehicles</b>	<b>= \$200 per week</b>
<b>Total Downtime</b>	<b>\$300 per week</b>

## What is the value of CONTROL?

A single unauthorized transaction can usually negate the benefit of so-called business reward cards.

Average fuel per vehicle	100 gals/ month
Average fleet size	10 vehicles
Average price per gallon	\$3.50
Fuel costs	\$3500.00
Typical credit card reward	1%
<b>Total Savings</b>	<b>\$35.00</b>
Average small business transaction	\$47.00
Unauthorized transaction	1 /month
<b>Net Savings (cost)</b>	<b>(-\$12.00)</b>



# Universal Premium Overview

<b>Convenience</b>	<ul style="list-style-type: none"> <li>• Nationwide acceptance at multiple brands</li> <li>• View transactions and exceptions in real time, any time of day</li> <li>• Manage your entire account online and reduce the hassle of reconciling fuel receipts</li> <li>• Access various report delivery, billing and payment options</li> </ul>
<b>Controls</b>	<ul style="list-style-type: none"> <li>• Set purchase limits on each card to control spending</li> <li>• Restrict card purchasing to fuel only or fuel &amp; maintenance only</li> <li>• Limit purchasing by dollar amount, number of transactions, time and day of week</li> </ul>
<b>Cost Savings</b>	<ul style="list-style-type: none"> <li>• Earn rebates up to 6¢ per gallon on gasoline and diesel purchases<sup>†</sup> <ul style="list-style-type: none"> <li>✓ Volume rebates up to 3¢ off per gallon</li> <li>✓ An additional 3¢ off each gallon within the Fuelman discount network</li> </ul> </li> <li>• Reduce unwanted purchases by setting customized card controls</li> <li>• No set up, transaction or annual fees</li> </ul>
<b>Flexible Billing Terms</b>	<ul style="list-style-type: none"> <li>• Choose from a variety of billing terms to fit your business needs           <ul style="list-style-type: none"> <li>✓ Billing cycles - weekly, monthly, or semi monthly</li> <li>✓ Payment methods – check or electronic payment</li> </ul> </li> </ul>

<sup>†</sup>Purchases must be made with your Universal Premium FleetCard MasterCard® and your account must be in good standing. Not valid on aviation, bulk fuel, propane or natural gas purchases.

# Getting Started is Easy!

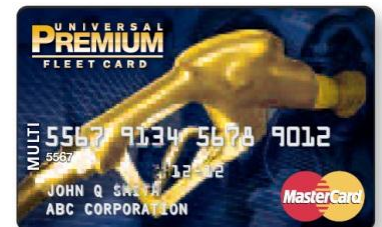
1. Complete the application.
2. Provide your driver or vehicle information.
3. When your cards arrive, distribute them to your drivers.
4. Start saving time and money with the Universal Premium FleetCard Program!



MasterCard® is a registered trademark of Master Card International Incorporated. Universal Premium FleetCard MasterCard® is issued by Regions Bank pursuant to license by MasterCard International incorporated.

# Appendix

## Customized Reports



# Customized Reporting for your Business Needs

- Easy-to-read reporting keeps you on top of your drivers' fuel purchases
  - Track your drivers' activities by viewing where and when they make purchases to monitor fuel usage
  - Receive notifications on potential unauthorized purchases
  - Create customized reports online based on what you need
- Reports available:
  - Cardholder Management Report – provides details on each transaction for the cardholder, including miles between fill-ups, miles/gallon and cost/mile after each transaction
  - Merchant Activity Location Report – shows transactions made at specific locations
  - Transaction Listing – Lists transactions by time, date, merchant, vehicle, etc.
  - Additional reports available online

**UNIVERSAL PREMIUM FLEET CARD** iConnectData

Home Invoices Reporting Tools GL Profile Mgmt Help Log Out

### Transaction Activity Report

Displaying 50 rows per page

From 09/11/2011 to 10/11/2011  
 \* Use "Trans Date" link to view transaction detail.  
 \* Use "Posted Date" link to submit an Online Dispute to transaction.

RETURN TO QUERY

Trans Date	Posted Date	Card #	Cardholder Name	Merchant Name	City, State	Merchant Group	Total Amount
9/23/2011	9/26/2011	5563313225000004	TRUCK 400	SHELL OIL 575423771GPS	NORCROSS, GA	FUEL GROUP	16.01
9/24/2011	9/26/2011	5563313225000020	TRUCK 500	KROGER FUEL CTR8578	MT JULIET, TN	FUEL GROUP	9.99
10/6/2011	10/6/2011	5563313225000020	TRUCK 500	SHELL OIL 575273827GPS	BRENTWOOD, TN	FUEL GROUP	9.94
10/7/2011	10/10/2011	5563313225000020	TRUCK 500	MAPOCO-EXPRESS #3320	MT JULIET, TN	FUEL GROUP	10.22
10/9/2011	10/10/2011	5563313225000020	TRUCK 500	KROGER FUEL CTR8578	MT JULIET, TN	FUEL GROUP	10.06
Page Totals:							56.22
Inquiry Totals:							56.22

RETURN TO QUERY

Universal Premium Website | Privacy Statement | Contact Us

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**UNIVERSAL PREMIUM FLEET CARD**

Fleet Management Report

Account # QC000  
 Billing Date: 10/01/2011  
 Name: UNIVERSAL PREM PROD TEST

UNIVERSAL PREM PROD TEST  
 6157 WILLOW RUN RD  
 NORCROSS, GA 30092

### FLEET MANAGEMENT REPORT FOR 09/24/2011 - 09/30/2011

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	REF NUMBER	DATE	OTHER	TOTAL
FUEL	5.93	\$ 3.37			\$6.00	\$26.00
<b>Total</b>	5.93	\$ 3.37			\$6.00	\$26.00

This report is for information only.  
 Please see remittance copy on the statement for the total payment amount.

### Transaction Detail for Customer NO. AF5U6 - UNIVERSAL PREM PROD TEST II

TRAN DATE	TRAN TIME	POST DATE	TRAN NUM	SITE	DRIVER	ODOMETER	FUEL TYPE	QTY	PPG	TOTAL AMT
09/23/11	15:38	09/25/11	15:0944	SHELL OIL 5754237 NORCROSS, GA	111222	78017	0004 UNL SUP-62-94OC	2.86	3.499	10.01
09/23/11	15:38	09/25/11	15:0944					1.70	3.515	6.00
									<b>2.86</b>	<b>16.91</b>
09/24/11	13:24	09/25/11	11:6838	KROGER FUEL CTR85 MT JULIET, TN	999888	50100	0001 UNL REG 86/87 OC	3.07	3.250	9.99
									<b>3.07</b>	<b>9.99</b>

## **APPENDIX 2**

**Copy of TCPN Solicitation for  
Fuel Card Services and Related Products  
Solicitation Number 12-13 as Amended by  
Addendum #1**

**(For Reference)**



11280 West Road ~ Houston, Texas 77065  
(888) 884-7695  
[www.tcpn.org](http://www.tcpn.org)

**Publication Date: December 22, 2011**

## **NOTICE TO RESPONDENT**

### **Addendum #1**

*See Tab 4; page 33; Paragraph C for modification to original RFP*

**SUBMITTAL DEADLINE: Thursday, February 9, 2012, 10:00 AM CST**

Questions regarding this solicitation must be submitted to [questions@tcpn.org](mailto:questions@tcpn.org) no later than *February 2, 2012*. All questions and answers will be posted to the TCPN website under [Solicitations](#).

## **Request for Proposal (RFP) for Fuel Card Services and Related Products**

### **Solicitation Number 12-13**

It is the intention of TCPN to establish a national contract that satisfies the needs of participating governmental and non-profit entities in the purchase of Fuel Card and Related Products. This contract will enable agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services.

While this solicitation specifically covers Fuel Card and Related Products., respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

***For the purpose of reviewing the RFP and answer questions a Pre-Proposal Conference will be held on Friday, January 13, 2012 from 1:00 – 2:00 pm CST at the TCPN office located at 11280 West Road, Houston, TX 77065.***

Responses shall be received no later than the submittal deadline in the offices of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. *(Label included on page 5)* Two (2) bound and signed copies of the proposals and two electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.

For questions regarding this solicitation please contact Deborah Bushnell @ 713-554-0460.

**Jason Wickel, Senior Vice President**

# **TABLE OF CONTENTS**

- A. Introduction
- B. Scope
- C. Instructions to Respondents
- D. Process
- E. Evaluation Criteria
- F. General Terms & Conditions/Vendor Contract Form
- H. Vendor Questionnaire
- I. Company Profile
- J. Product/Services
  - Special Terms & Conditions
  - Specifications
- K. References
- L. Pricing
- M. Miscellaneous
- N. Required Documents
  - Clean Air and Water Act / Debarment Notice
  - Lobbying Certification
  - Contractor Requirements
    - 1. Contractor's Employment Eligibility
    - 2. Fingerprint & Background Checks
    - 3. Business Operations in Sudan, Iran
  - Antitrust Certification Statement

# **INTRODUCTION**

## **The Cooperative Purchasing Network (TCPN)**

TCPN is a national cooperative purchasing organization tasked with assisting public entities to increase efficiency and economy when procuring goods and services. Our contracts are approved by a single governmental entity, Region 4 Education Service Center, and are available for use, and benefit, all entities that must comply with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

TCPN leverages one of the largest pools of purchasing potential. TCPN competitively bids and awards contracts for commonly purchased products and services. Our unique contracts cover Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology to name a few.

## **Purpose of TCPN**

- Provide governmental agencies opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

## **Customer Service**

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

## **Purchasing Procedures**

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract"
- Awarded vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly/quarterly to TCPN.



## **SCOPE**

It is the intention of TCPN to establish a contract with vendor(s) for Fuel Card and Related Products. Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, TCPN requests equal or better than pricing to be submitted.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

TCPN is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of Fuel Card and Related Products. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

## INSTRUCTIONS TO RESPONDENTS

### Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. TCPN reserves the right to reject or accept any response.
- Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Two (2) bound and signed copies of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.
- Vendor must also submit an electronic proposal free of propriety information to be posted on Vendor information page if awarded a contract.

### Proposal Format

- **Required:** Responses shall be provide in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Respondent's company and solicitation responding to on the outside front cover and vertical spine. All forms are to be completed electronically. Include a copy of all solicitation pages before section needing tabulation in response. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

### Binder Tabs

- Tab 1 - Vendor Contract and Signature Form
- Tab 2 - Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Product / Services
- Tab 5 - References
- Tab 6 - Pricing
- Tab 7 - Value Add
- Tab 8 – Required Documents

### Shipping Label

The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the TCPN office no later than the submittal deadline assigned for this solicitation.

From \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Solicitation Name and Number \_\_\_\_\_ Due Date and Time \_\_\_\_\_

## **PROCESS**

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to TCPN and its participating agencies. TCPN reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

### **Amendment of Proposal**

A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

### **Competitive Range**

It may be necessary for TCPN to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

### **Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of TCPN to award a manufacturer's complete line of products, when possible.

### **Estimated Quantities**

TCPN estimates considerable activity resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, TCPN makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract estimates from **\$1 million a year to \$50 million a year**. This information is provided as an aid to contract vendors in preparing proposals only. The successful supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

### **Evaluation**

A committee will review and evaluate all responses and make a recommendation for award of contract(s). TCPN will base a recommendation for contract awards on multiple factors, each factor being assigned a point value based on its importance.

### **Formation of Contract**

A response to this solicitation is an offer to contract with TCPN based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Board of Directors approves award of the contract. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

### **Clarifications/Discussions**

TCPN may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination of minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, TCPN reserves the right to conduct discussions

with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between TCPN and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. TCPN will not assist respondent bring its proposal up to the level of other proposals through discussions. TCPN will not indicate to respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other respondents' proposals or prices.

### **Multiple Awards**

TCPN has a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow TCPN to fulfill current and future needs, TCPN reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with TCPN.

### **Non-Exclusive**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of TCPN members. TCPN and participating entities reserve the right to obtain like goods and services from other sources.

### **Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

### **Open Records Policy**

Because TCPN contracts are awarded by a governmental entity, responses submitted to TCPN are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). TCPN must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. TCPN must comply with the opinions of the OAG. TCPN assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

### **Specifications**

TCPN specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TCPN, are to be considered informative to give the respondent information as to the type and kind requested. Responses of reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

## **EVALUATION CRITERIA**

### **Products/Pricing (40 Points)**

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranty on all products and services
4. Ability of Customers verify they received contract pricing
5. Payment methods

### **Performance Capability (30 Points)**

1. Ability to deliver products and services nationally, delivery dates, response to emergency orders, fill rate, and shipping charges
2. Return and restocking policy and applicable fees
3. History of meeting the shipping and delivery timelines
4. Ability to meet service and warranty needs of members
5. Customer service/problem resolution
6. Invoicing process
7. Contract implementation/Customer transition
8. Financial condition of vendor
9. Website ease of use, availability, and capabilities related to ordering, returns and reporting
10. Quantity of service stations that accept the fuel cards.
11. Availability of listing of locations that accept the fuel cards.
12. Quality of vendor's on-line resource web-site for TCPN Members.
13. Ability to track, monitor, and manage fuel cards via an electronic method that allows cards to be deactivated or modified with the changes taking effect immediately.
14. The ability to do set up tank monitoring systems for participating entities.
15. The ability to charge out fuel upon use from the customer owned fuel tanks.
16. The ability to do a variant of fuel hedging on the purchase of fuel via the fuel card.

### **Qualification and Experience (20 Points)**

1. Vendor reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with TCPN and/or TCPN members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP

### **Value Add (10 Points)**

1. Marketing plan and capability
2. Sales force training
3. Other fuel type or card charging services

## **TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM**

### *VENDOR CONTRACT*

*Between* \_\_\_\_\_ *and*

*THE COOPERATIVE PURCHASING NETWORK (TCPN)*

**For**

**Fuel Card Services & Related Products**

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

### **GENERAL TERMS AND CONDITIONS**

#### **Cancellation for non-performance or contractor deficiency:**

TCPN may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TCPN reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

### **COOPERATIVE PURCHASING**

This contract is based on the need for TCPN to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements

### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Assignment of Contract**

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

## **FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

**Parol evidence:** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

**Vendor contract documents:** TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

## **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one –year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

### **Ordering Procedures**

Purchase orders are issued by participating entities to the awarded vendor stating “*Per TCPN Contract*”.

### **Audit rights**

Supplier shall, at Supplier’s sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TCPN shall have the authority to conduct random audits of Supplier’s pricing that is offered to eligible entities at TCPN’s sole cost and expense.

Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier’s pricing at Supplier’s sole cost and expense. TCPN may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

### **Contract placed on hold**

TCPN shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

### **Novation**

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.



## Order of precedence

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

## Inspection & Acceptance

Contractor shall deliver said materials purchased on this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

## SITE REQUIREMENTS

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at an schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Stored materials:** Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure

location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

**Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.

**Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**Reporting**

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

**Vendor Name**  
**TCPN Report**  
**Month or Quarter**

Entity Name	Zip Code	State	PO or Job#	Sale Amount

**Total** \_\_\_\_\_

**Payments**

The entity using the contract will make payments directly to the awarded vendor.

**Pricing**

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a

reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### **Price reduction and adjustment**

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

## **PRODUCT LINES**

### **Current products**

Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

**Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**Product line:** Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

## Administrative Fees

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

***The vendor agrees to pay \$0.005 per gallon on purchases of fuel. For non-fuel purchases vendor agrees to pay the percentage of the settlement fees collected from the merchants from the chart above.***

## Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

## Indemnity

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

## Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

## Marketing

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

## **Supplemental Agreements**

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

## **Certificates of Insurance**

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

## **Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

## **Protest**

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely

within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Miscellaneous**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

## **STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama *	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

### **Cities, Towns, Villages, and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE

CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADD0 PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH  
SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT



BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOHAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPUQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATON CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

## **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

- ☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final. )*

## SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

**Accepted by The Cooperative Purchasing Network:**

**ACKNOWLEDGEMENT OF ADDENDUM NUMER:** \_\_\_\_\_

**Term of contract** \_\_\_\_\_ **to** \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

\_\_\_\_\_  
Director of TCPN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**TCPN Contract Number** \_\_\_\_\_

## **TAB 2 – QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### **1. States Covered**

Bidder must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies.**

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico              |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands      |
| <input type="checkbox"/> Midway Islands                 |   |

### **2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

#### **a. Minority/Women Business Enterprise**

Respondent certifies that this firm is an M/WBE

☐ Yes ☐ No

#### **b. Historically Underutilized Businesses**

Respondent certifies that this firm is a HUB

☐ Yes ☐ No

### 3. Residency

Responding Company's principal place of business is in the city of \_\_\_\_\_ State of \_\_\_\_.

### 4. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
  - If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

### 5. Processing Information

Company contact for:

#### Contract Management

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

#### Billing & Reporting/Accounts Payable

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Marketing

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**6. Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct      ☐ Certified education/government reseller  
☐ Authorized distributor      ☐ Manufacturer marketing through reseller  
☐ Value-added reseller      ☐ Other \_\_\_\_\_

**7. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☐ Yes   ☐ No

*(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)*

- Pricing submitted includes the required TCPN administrative fee.

☐ Yes   ☐ No

*(Fee calculated based on invoice price to customer)*

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes   ☐ No

**8. Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume



## **TAB 3 – COMPANY PROFILE**

### **Information About Your Company**

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market
6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2009, 2010, 2011
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2009, 2010, 2011
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
17. List the dollar volume your company completes in the Fuel, Fueling Services and Fuel Card market annually.
18. Describe your call center organization.
19. Does your company offer a dedicated, 800 number for all locations? Is the call center available 24 hours/7 days week?
20. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
21. Describe your company's perform turnkey fueling system projects, including retrofitting a fueling station, renovating a fueling station, or building a fueling station.
22. Provide who will provide the administrative support services including the person(s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
23. What support documents does your company provide to the government entity after agreeing to implement a fueling program?
24. Describe what technical resources your company will provide to support the government entities' projects.
25. What equipment/system support documents will your company provide?
26. Describe the measurement options your company intends on providing the government entities.
27. Indicate if your company will accept all forms of purchase orders.
28. What credit requirements are required by the government entity in order for your company to accept a purchase order.
29. Identify the process of receiving a purchase order to the ordering of equipment.
30. Identify the process of receiving a purchase order to the providing of a service contract.
31. Identify the process of receiving a purchase order and implementing a turnkey installation project.
32. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
33. Does your company offer an Internet management solution or an internet Fuel Card tracking system? If so, provide detailed information related to the features and benefits related to your solution. Is there a dedicated staff to address any issues with the system or access?
34. Describe how your company will invoice the government entity. Include a process map.
35. Is your company able to send quotes in electronic format via email.
36. Discuss the invoicing options your company offers and the payment terms for each.

37. Is your company capable of handling Electronic Funds Transfer (EFT) payment?
38. If so, what EFT formats (CTX, CPT, etc.) do you currently support?
39. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?
40. Is your company willing to accept a cut off of invoices not submitted within a 90- day period or 120 day period?
41. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
42. What states would your company not honor pricing and services for this contract?
43. Describe your company's shipping schedule notification procedures.
44. Describe how your company deals with operations delays. How do you notify your customer of delays?
45. Provide your process for delivering an initial shipment of Fuel Cards and subsequent ordering for Fuel Cards.
46. Describe the process of reporting lost or stolen Fuel Cards and how long it takes to re-issue Fuel Cards.
47. What is your percentage of on-time delivery of each Fuel Card implementation, once a timeline has developed?
48. Provide evidence of your company's ability to work with government entities to continuously lower their process costs, especially energy costs.
49. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
50. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution. What does your company do to expedite quotes to the government entity and track completion from the service centers?
51. How does your company track Fuel Cards?
52. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

## **Marketing / Sales**

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
  - a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated TCPN internet web-based homepage with:
    - TCPN Logo
    - Link to TCPN website
    - Summary of contract and services offered
    - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
3. Explain how your company plans to market this agreement to existing government customers.
4. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
5. Describe how you intend on train your national sales force on the TCPN agreement.
6. Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
7. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$\_\_\_\_\_ in year one

\$\_\_\_\_\_ in year two

\$\_\_\_\_\_ in year three

## **Administration**

1. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
2. Describe the capacity of your company to report monthly sales through this agreement.
3. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency
4. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

## **Green Initiatives**

- We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, promote energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

**Vendor Certifications (if applicable)**

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

## **TAB 4 – PRODUCT / SERVICES**

**A.** The contractor shall develop, implement, administer and maintain a fleet fuel card system for participating TCPN cooperative members in accordance with all terms, specifications, and conditions set forth herein. The contractor shall perform all services in accordance with the highest professional standards consistent with customary industry practices. The system provided by the contractor must include cost plus fuel pricing as well as include online account management and reporting, consolidated billing in paper, electronic, and/or magnetic media, card embossing and issuance, reports in paper, electronic, and/or magnetic media, professional customer service.

**B.** All fuel sold to the participating TCPN cooperative members shall comply with all applicable federal, state, and local standards and rules regarding grade, quality, storage, transport, etc.

**C.** This proposal is intended to be used to provide TCPN Cooperative Purchasing with fuel for its delivery vans, buses, trucks and automobiles. ~~This contract will commence upon award and may be renewed annually for four (4) additional annual terms.~~ **This contract will commence upon award for three (3) years with an option to renew for an additional two (2) one –year extensions.**

It shall be renewed automatically with existing terms and conditions unless either party provides written notice 90 days prior to the renewal of the contract.

**D.** As a means of preventing unauthorized purchases in the event the card is lost or stolen, the card must have the capability of having a two-component authorization as requested by the participating TCPN cooperative member. The card itself can count as one of the authorization components. Upon request, the contractor's card must incorporate at least one other authorization, e.g., vehicle card plus driver ID; driver ID plus a PIN, etc.

### **E. SPECIFIC PRODUCT SPECIFICATIONS - DEPOT STATIONS**

All fuel sold to TCPN Members shall comply with all applicable federal, state, and local standards and rules regarding grade, quality, storage, transport, etc.

1) **PRICE ESCALATION:** During the period of this contract, prices may be increased or decreased in accordance with Oil Price Information Service (OPIS) and its weekly publication. For example, in Texas price changes will be governed by an index made up of the composite posted prices in Houston, TX or the nearest major metropolitan area of those companies published in the weekly publication. In other states price changes will be governed by an index made up of the composite posted prices in that state of those companies published in the weekly publication. TCPN will consider alternatives to this and proposers may submit alternative methods of calculating rates and charges.

2) The fleet fuel card must be capable of capturing at minimum data at the time of purchase:

a) Price per gallon

b) Excise tax detail

c) Tax exempt calculation (in states where available pricing for school districts should be tax free of the applicable sales taxes where exempt or a yearly report must be submitted on behalf of the school districts where this applies for reimbursement of taxes paid.

- d) Grade, type of fuel purchased (includes alternative fuels such as CNG, Propane, E-85, B-20 Biodiesel and any other applicable fuel)
- e) Odometer reading (entered by the operator)
- f) Quantity of fuel purchased
- g) Date, time and location of purchase
- h) Identification number of the card user

3) The fleet fuel card should also be capable of capturing, calculating, and reporting the following information at the time of purchase:

- a) Miles per gallon and cost per mile
- b) Miles driven since last report
- c) Total miles driven year-to-date
- d) Total gallons purchased year-to-date

4) The range of information available on reports should include the following information:

- a) Account Number
- b) Card ID
- c) License plate number/card assignee
- d) Date and time of transaction
- e) Number of unit purchased
- f) Fuel type including alternative fuels accurately reported, e.g., E-85, biodiesel @ 20% blend, LPG, CNG, and any other applicable fuel
- g) Odometer reading
- h) Commodity purchased and grade of commodity
- i) Mileage from last fill-up
- j) Vendor
- k) Price per unit
- l) Total price
- m) Total federal and state taxes
- n) Net price after taxes are deducted
- o) Product Codes and/or description of items purchased (e.g., gas, oil, etc.)
- p) Name of individual making the purchase

5) Use of the contractor's card shall be capable of being restricted in certain instances given the direction of the Coop members' program administrator. Restrictions which may be specified may include but not be limited to the following:

- a) Transaction dollar limits for each card, i.e., sets a maximum dollar amount per card per transaction
- b) Transaction dollar limits by product type

- c) Maximum dollar limits per day
- d) Number transactions per day per card
- e) Maximum dollar limits per each card per billing cycle
- f) Restrictions on fuel type, e.g., premium blend
- g) Types of products, i.e., card may be usable for fuel only as specified by program administrator

## **FORM B**

OPIS Branded Average

\_\_\_\_\_ GRADE GASOLINE - DEPOT STATIONS

OPIS Rack Price for (\_\_\_\_\_) \$ \_\_\_\_\_

Super Fund/Remediation Fee \$ \_\_\_\_\_

\* Bidder's Constant Add-On \$ \_\_\_\_\_

Taxes (excluding Federal Taxes) \$ \_\_\_\_\_  
 (note: Taxes include State Excise Tax and Texas Petroleum Loading Fee)

BID PRICE (\_\_\_\_\_) \$ \_\_\_\_\_

\* Bidder's Add-On will be constant throughout the bid period commencing with the due date.

BRAND BID: \_\_\_\_\_ BRAND BID:  
 BRAND BID: \_\_\_\_\_ BRAND BID:



## **TAB 5 – REFERENCES**

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

## **TAB 6 – PRICING**

### **Electronic Price Lists**

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
- Electronic price lists must contain the following:
  - Manufacturer part #
  - Vendor part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to TCPN (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

### **Not to Exceed Pricing**

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Provide a series of Pricing Examples and Pricing Discount Schedules. Indicate any list price adjustment your company intends on providing during the contract period and what is it based on i.e. OPIS, etc. Please include the cost any agencies may incur from these services (OPIS) from other sources if known or where those prices can be found.

Supplementary products and services, ie catalogs and information: Provide any supplementary information or an appendix your company wishes to attach that clarifies the answers to the previous questions. Please tab each specific section and reference these back to the table of contents for easier reading.

## **TAB 7 – VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

## **TAB 8 - REQUIRED DOCUMENTS**

- DOC #1    Clean Air and Water Act / Debarment Notice
- DOC #2    Lobbying Certification
- DOC #3    Contractors Requirements
- DOC #4    Antitrust Certification Statement

**Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

---

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

## **LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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Signature of Respondent

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Date

**CONTRACTOR REQUIREMENTS****Contractor Certification****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed.

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**Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

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Signature of Respondent

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Date

# **ANTITRUST CERTIFICATION STATEMENTS** **(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Bidder** \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Position with Company

**Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Authorizing Official**  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Position with Company

**Phone** \_\_\_\_\_

**Fax** \_\_\_\_\_