Region 4 Education Service Center (ESC)

Contract # R211101

for

Fuel Card Services and Related Products

with

FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Effective: January 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc. effective January 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between FleetCor Technologies, Inc. through its subsidisries: FleetCor Technologies Operating Company, LLC and Comdata, Inc ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Fuel Card Services and Related Products ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R211101 for Fuel Card Services and Related Products ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, 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.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (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.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) 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. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC 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. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. 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 immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) 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.

e) Standard Cancellation. Region 4 ESC 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.

12) 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. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. 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 for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. 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.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC 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.

19) 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.

20) 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 if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) 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.

22) 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.

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

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees 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 a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC'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.

26) 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.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, 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 Region 4 ESC 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 additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name: **FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.**

Address: **3280 Peachtree Road, Suite 2400**

City/State/Zip: **Atlanta, GA 30305**

Telephone No.: **O: (615) 376-6902 M: (61) 289- 904**

Email Address: **rmorgan@comdata.com**

Printed Name: **Randy Morgan**

Title: **Chief Operating Officer**

Authorized signature:

Accepted by Region 4 ESC:

Contract No. R211101

Initial Contract Term 01/01/2022 to 12/31/2024

Region 4 ESC Authorized Board Member — Date: 10/26/2021

Margaret S. Bass
Print Name

Region 4 ESC Authorized Board Member — Date: 10/26/2021

Linda F. Tinnerman
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

□ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

□ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
OMNIA 1.2 (page 35)	Marketing, Sales and Administrative Support	Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. **FLEETCOR takes exception to this statement or requirement.** **The current Administrative Fee being paid to OMNIA Partners under current/prior similar contract is $0.005 (1/2 cent) per gallon on fuel sales, plus a percentage of 0.50% (50 basis points) on non-fuel sales for Fuelman activity. FLEETCOR requests that for sake of sales on the proprietary Fuelman Fleet Card program, the administrative fee per gallon and percentage on non-fuel remain as is under prior similar contract (as**	9/16/21 negotiation

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			written above). Furthermore, the Administrative Fee shall not be owed on gallons at customer onsite locations receiving "Memo Tracking Services" (a Value Add Solution), since Memo Tracking Fees aren't actually "sales" of fuel, they are a small fee per gallon for the memo tracking service. **For the Administrative Fee on Comdata MasterCard sales, since the economics are much different with MasterCard, FLEETCOR proposes and agrees it will pay 0.10% (10 basis points), on all spend (fuel or non-fuel) by participating Public Agencies under the Master Agreement.**	
OMNIA	2.1 (page 36)	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies **FLEETCOR takes exception to this clause or requirement. FLEETCOR reserves the right to not have the Master Agreement be our "primary" "go to market" strategy for Public Agencies.** (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement **FLEETCOR takes exception to this clause or requirement. Though we can agree to offer and promote the Master Agreement to new sales prospects, we reserve the right to not promote the Master Agreement to existing customers. We will however, upon request from an existing customer, agree to transition the customer to the Master Agreement** (4) that the Supplier has read and agrees	9/16/21 - FLEETCOR and OMNIA Partners acknowledge ability to have flexible conversation for strategy (Section 2.1 through c) ix. and x. (page 18)

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. **Agreement to this clause is subject to the parties being able to successfully agree legal redline changes to the Administration Agreement. We are submitting any required changes pointed out by our legal.**	
OMNIA	2.2 (page 36)	Pricing Commitment	Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. **FLEETCOR takes exception to this clause or requirement. This requirement seems to insinuate that we must agree to Most Favored Nation (MFN) pricing to Region 4 ESC or OMNIA Partners customers or prospects under this solicitation. We may have Public Agency customers receiving pricing lower than offered in this proposal/response. We cannot agree to MFN pricing and FLEETCOR reserves the right to not match any lower pricing we might offer or have offered under some other solicitation to existing customers, to a Participating Public Agency under the Master Agreement**	
OMNIA	3.3 B, iv. (page 39)	Marketing and Sales	iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI	

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement **FLEETCOR will need to better understand the budget requirements of attendance in these events, and FLEETCOR reserves the right to determine exactly which events make economic or logistical sense to participate.**	
OMNIA	3.3 B, v. (page 39)	Marketing and Sales	v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. **FLEETCOR will need to better understand the budget requirements of attendance in these events, and FLEETCOR reserves the right to determine exactly which events make economic or logistical sense to participate.**	
OMNIA	3.3 B, vi. (page 39)	Marketing and Sales	vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement **FLEETCOR will need to better understand the budget requirements of any advertising, and FLEETCOR reserves the right to determine exactly which advertising makes economic sense for it to make advertising**	

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			expenditures. The advertising expenditures shall be subject to senior management approval and budgeting.	
OMNIA	3.3 B, viii. (page 39)	Marketing and Sales	viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: • OMNIA Partners standard logo; • Copy of original Request for Proposal; • Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; • Summary of Products and pricing; • Marketing Materials • Electronic link to OMNIA Partners' website including the online registration page; • A dedicated toll-free number and email address for OMNIA Partners **Though we do not materially disagree with this approach, our ability to comply totally with this requirement shall be subject to review by FLEETCOR web and IT department and marketing. Due to time constraints submitting RFP response, it was not possible to have this aspect completed. We may need to link to OMNIA for the archiving aspect of the solicitation materials. We reserve the right to not include a summary of products and pricing.**	
OMNIA	3.3 C (page 40)	Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement	C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. **Please refer to our response**	

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			section 3.3.C **FLEETCOR takes exception to this requirement. We have no intention to actively transition our other existing government (Public Agency) customers to the OMNIA Master Agreement. Many of these government accounts prefer to do their own bids or RFPs, and we have contract obligations under those contracts, which we do not want to affect or change.**	
OMNIA	3.3 E (page 40)	Confirmation that Supplier will be Proactive in Direct Sales of Suppliers goods and services to Public Agencies Nationwide with timely follow up to leads established by OMNIA Partners, Sales Initiatives Should Communicate.	E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive **Please refer to our response section 3.3.E** **With regards to item ii., we oppose using the phrase "Best government pricing". We do not offer MFN pricing. It may not be exactly appropriate to make this statement. See our exception to 2.2 Pricing Commitment, FLEETCOR does not agree to provide Most Favored Nation (MFN) pricing to Region 4 ESC or OMNIA Partners customers or prospects under this solicitation. We may have Public Agency customers receiving pricing lower than offered in this proposal/response. FLEETCOR reserves the right to not agree to match that pricing under this Master Agreement.**	

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
OMNIA	3.3 J (page 41)	State the amount of Suppliers Public Agency sales for the previous fiscal year and provide a list of Supplier's top 10 Public Agency customers with purchase figures.	J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. **Please refer to our response section 3.3.J** **We are unable to disclose in this response FLEETCOR's Public Agency sales for the previous fiscal year. We take exception to having to submit this level of information.**	
OMNIA	3.3 L (page 41)	Provide the Contract Sales that Supplier will guarantee each year under the Master Agreement for the initial three years.	L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). $_____.00 in year one $_____.00 in year two $_____.00 in year three To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. **Please refer to our response section 3.3.L** **FLEETCOR takes exception to providing a guarantee of sales for each of the initial three years of the Master Agreement.**	
OMNIA	3.3 M (page 41)	Where Public Agencies Issue their own Solicitations - Options Available when Responding to a	M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
	Solicitation for Products Covered Under the Master Agreement.	own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation. **Please refer to our response section 3.3.M** **FLEETCOR takes exception this specification. We do not agree that in future Public Agency solicitations for Products covered under the OMNIA Partners Master Agreement, that we must respond offering the OMNIA Partners contract. FLEETCOR reserves the right to respond to any Public Agency solicitation directly and without regard to the OMNIA Partners Master Agreement. If we bid and win in a direct competitive bid for a Public Agency, we will not enroll the client as an OMNIA Partners Master Agreement**	

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			participant and will not pay Admin Fees on that business.	
OMNIA	c) ix. and x. (page 18)	Qualification and Experience, response items regarding FLEETCOR or Comdata Terms and Conditions	ix. If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response. x. Provide any additional information relevant to this section. **Please refer to our response sections Article 4.9 Item c) ix. and Article 4.10 Item c) x.** **This may not necessarily be considered an "Exception", but we think it is important to point out that FLEETCOR General Terms and Conditions for Use of Cards, shall apply for the Fuelman Fleet Card. And, if a customer desires Consigned Fuel Services, or Memo Tracking services with the Fuelman Fleet Card program, which are Value Add services we offer, then certain Terms & Conditions for those services shall apply. We have inserted a TAB 7 – FLEETCOR TERMS AND CONDITIONS in our response, where we have submitted the proposed Terms and Conditions for either Card Use, or the Value Add Services. Should Region 4 ESC require specific modifications to these General Terms & Conditions, or the Value Adde FLEETCOR suggests we work through those changes in the final contracting process.** **Additionally, for the Comdata MasterCard, in response to c) ix., we have submitted a draft example of the service agreement we would requires for Public Agencies to receive the Comdata MasterCard. The sample agreement includes Comdata Terms and Conditions.**	

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			FLEETCOR and Comdata additional Terms and Conditions submitted (herein "Vendor Terms & Conditions") shall govern the services provided by FLEETCOR OR Comdata hereunder. In the event of conflict between the Vendor Terms & Conditions and the terms and conditions of the solicitation, the Vendor Terms & Conditions shall control.	
OMNIA	Paragraph 15	Exhibit B, Administrative Agreement, Example	15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit. **FLEETCOR respectfully requests that Paragraph 15 be amended to include the following modifications or limitations:**	9/17/21 in negotiating

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			(1) Audit by OMNIA Partners shall be limited to once during any 12 month period and only during normal business hours after reasonable advance written notice; (2) All audits are at the auditing party's expense.	
Region 4	Appendix A Draft Contract Paragraph 4 (page 20, page 2 of Draft Contract)	Order of Precedence	4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail: i. This Contract ii. Offeror's Best and Final Offer iii. Offeror's proposal iv. RFP and any addenda **We need to have FLEETCOR Terms and Conditions supersede.**	10/08/21see approved Order of Preference language with FleetCor Standard Agreement
Region 4	Appendix A Draft Contract Paragraph 29 (page 24, page 6 of Draft Contract)	Funding Out Clause	29) Funding Out Clause. Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract. **We request this section be deleted.**	10/08/21 withdraw exception request and acquiesce to the language in the original RFP.
Region 4	Appendix A Draft Contract Paragraph 30 (page 24, page 6 of Draft Contract)	Indemnity	30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. ~~Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.~~	10/08/21 withdraw exception request and acquiesce to the language in the original RFP.

Approved Order of Preference. Vendor requires any entity that will receive the Service (including any participating public agencies, members, and Region 4 ESC, if it will receive the service) to sign the FLEETCOR or Comdata Agreement or Application for Account, attached hereto (the "FLEETCOR or Comdata Agreement/Application"). Region 4 ESC acknowledges and agrees that each entity that wants to use the vendor's service (including participating agencies, Members, and Region 4 ESC) must execute an FLEETCOR or Comdata Agreement/Application in a form substantially similar to that attached hereto.

	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			We request the sentence redlined above be deleted.	
Region 4	Appendix A Draft Contract Paragraph 32 (page 24, page 6 of Draft Contract)	Certificates of Insurance	32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. ~~The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies~~. The Contractor shall require all subcontractors performing any work to maintain coverage as specified. **We request the sentence redlined above be deleted.**	10/08/21 Agreed to revised COI language: 32) Certificates of Insurance. Certificate of Insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contract shall endeavor to give Region 4 ESC a minimum of thirty (30) days' notice of cancellations of polices.
OMNIA	Exhibit B Administrative Agreement Section 7 (page 44)	Data Regulations and Personal Information	~~the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.)~~ **We request the language shown above be deleted from section 7, first paragraph.** **We also request that the entire second paragraph in section 7 be deleted in its entirety.**	9/16/21 in negotiation
OMNIA	Exhibit B Administrative Agreement Section 12 (page 45)	Administrative Fee	Section not copied here due to space limitations. **The Administrative Fee section 12 will need to be modified or re-written to accommodate the Administrative Fee payment structure FLEETCOR has offered under our Exception taken to 1.2 (page 35).**	9/16/21 in negotiation

RFP Response/Proposal for: Region 4 Education Service Center (“ESC”)

Fuel Card Services and Related Products
Solicitation Number 21-11

Submittal Deadline: **Tuesday, August 24, 2021**
2:00 PM Central Time

Proposal by:

FLEETCOR®

Offering:

Fuelman®

Fuelman (Proprietary) Fleet Card



COMDATA

Comdata MasterCard Fleet Card



Fleet Card Program Proposal for Fuel Card Services and Related Products

In response to Solicitation Number 21-11 by Region 4 Education Service Center ("ESC")

FleetCor Technologies, Inc. (herein "FLEETCOR") which includes wholly owned subsidiaries FleetCor Technologies Operating Company, LLC and Comdata, Inc. submits the enclosed proposal for Fuel Card Services and Related Products in response to Request for Proposal received from Region 4 ESC.

Response submitted to:

Region 4 ESC
7145 West Tidwell Road
Houston, TX 77092
Tel: (713) 462-7708
Procurement Contact: Crystal Wallace, Business Operations Specialist
Email: questions@esc4.net or cwallace@esc4.net
Website: https://www.esc4.net/services/purchasing/region-4-omnia-solicitations

Questions and comments regarding this proposal may be directed to:

Mark Roberts
Director – Bids & Contracts
FLEETCOR Technologies
North America Fuel
Office: (704) 853-2662
Mobile: (704) 674-6848
Email: markroberts@fleetcor.com

Brian Truman
VP – Government Sector
FLEETCOR | Comdata, Inc.
North America Fuel
Mobile: (615) 260-2121
Email: brian.truman@comdata.com

FLEETCOR®

TABLE OF CONTENTS

FLEETCOR Technologies Response to Region 4 ESC Request for Proposal (Solicitation Number 21-11) for Fuel Card Services and Related Products

TABLE OF CONTENTS 3

TAB 1 – DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (Appendix A and Appendix B) 10

Appendix A: DRAFT CONTRACT 11

OFFER AND CONTRACT SIGNATURE FORM 17

Appendix B: TERMS & CONDITIONS ACCEPTANCE FORM 18

TAB 2 – PRODUCTS/PRICING 32

Article 1. Product / Services Specifications. 33

1.A. Fleet Card System Specifications. 33

1.B. Fuel that Complies with Applicable Federal, State, and Local Standards. 33

1.C. Intention of Solicitation for Fuel Card System with Locations Nationwide. 34

1.D. Card with Two-Component Authorization for Preventing Unauthorized Purchases. 34

1.E. Retail Stations. 35

1.1). Price Escalation. 35

1.2). Alternative Fuels or DEF Dispensed Based on Retail Price. 36

1.3). Minimum Data to be Collected at Time of Purchase, Tax Exempt Billing. 36

1.4). Capability to Capture, Calculate and Report (Specification). 38

1.5). Range of Information Available on Reports (Specification). 39

1.6). Purchase Restrictions on Card (Specification). 40

Article 2. Response to Products/Pricing. 48

2.1 Fuelman Proprietary Card Pricing. 49

2.1.1 OPIS Based Cost-Plus Pricing Program at Off-Site/Retail Locations. 49

2.1.2 Pricing of "Alternative" or "Evolving" Fuel Types at Off-Site/Retail. 50

2.1.3 Pricing Exceptions at Off-Site/Retail (Pricing at Non-Discount, Extended Network Locations). 50

2.1.4 Pricing Exception for Never Below FLEETCOR's Cost. 51

2.1.5 Allowed Adjustments in cases where a Customer requires "Fixed Rack Pricing" or "OPIS Average Pricing". 51

2.1.6 OPIS-based Cost-Plus Pricing for ONSITE, Consigned Fuel Service (Bulk Locations)... 52

2.1.7 Optional Retail Based Pricing Program with Volume Discount/Rebate. 53

2.1.8 Tax Exempt Billing 53

2.1.9 Payment Terms Offered, Payment Methods Accepted, Billing Frequency / Payment Terms Pricing Adjustments 54

AVAILABLE BILLING FREQUENCIES (Fuelman Proprietary Card) 54

AVAILABLE PAYMENT TERMS Fuelman Proprietary (with available payment method[1])..... 54
APPLICABLE PRICE ADJUSTMENTS FOR LONGER OR SHORTER TERMS..... 54
TABLE 2.1.9 - Billing Frequency/Payment Terms Pricing Matrix (Fuelman Proprietary) 55
2.1.10 Pricing of Memo Tracking Services for Onsite Bulk Tanks..... 56
2.1.11 Other Applicable Fees under the Fuelman Fleet Card Program. 56
2.1.12 How Customers Verify They are Receiving Rebates or Incentives. 57
2.1.13 How Future Product Introductions will be priced and align with Contract pricing proposed. 58
2.1.14 Not to Exceed Pricing (Fuelman Proprietary Card) 58
2.2 Comdata MasterCard Fleet Card Pricing. 59
2.2.1 Comdata MasterCard Retail Based Pricing with Volume-Based Rebate. 59
2.2.2 Additional Discounts at Retail Savings Network Locations. 60
2.2.3 Cash Price Savings on Diesel at Proprietary Comdata Direct Network. 60
2.2.4 Pricing of Terminal Fuel Tracking Services for Onsite Bulk Tanks..... 60
2.2.5 Other Applicable Fees under the Comdata MasterCard Fleet Card Program..... 61
2.2.6 How Customers Verify They are Receiving Rebates or Incentives. 62
2.2.7 How Future Product Introductions will be priced and align with Contract pricing proposed. 62
2.2.8 Not to Exceed Pricing (Comdata MasterCard). 63
2.3 AssetWorks TripCard MasterCard Fleet Card Pricing. 64
2.3.1 Rebates quoted for AssetWorks TRIPCard MasterCard. 64

TAB 3 – PERFORMANCE CAPABILITY (Response to OMNIA Partners documents)... 66

Article 3.0 Item b) i. - SUPPLIER RESPONSE to Appendix D, Exhibit A – Response for National Cooperative Contract). 67
Article 3.1 Company. 67
3.1.A. Brief History..... 67
3.1.B. Number of Salespersons. 70
3.1.C. Number and Location of Support Centers, Location of Corporate Office. 71
3.1.D. Annual Sales for Three Previous Fiscal Years, and Submit a Dunn & Bradstreet Report. 72
3.1.E. Describe any Green or Environmental Initiatives or Policies. 72
3.1.F. Describe any Diversity programs. 73
3.1.G. Indicate if Supplier holds any of the Below Certifications. 74
3.1.H. List any Relationships with Subcontractors or Affiliates Intended to be Used when Providing Services..... 75
Sub-Contractors List..... 75
Technology or Fulfillment Vendors List. 76
3.1.I. Describe how Supplier Differentiates Itself from its Competitors..... 79
3.1.J. Describe any Present or Past Litigation or Bankruptcy. 81

3.1.K. Felony Conviction Notice. 82

3.1.L. Describe any Debarment or Suspension Actions. 82

Article 3.2 Distribution, Logistics. 83

3.2.A. Describe the Full Line of Products and Services Offered. 83

3.2.A-1 Fuelman Fleet Card Program 84

3.2.A-2 Comdata MasterCard Fleet Card Program 105

3.2.B. Describe how Supplier Proposes to Distribute the Products/Service Nationwide. 118

3.2.C. Describe How Customers are ensured they will Receive the Master Agreement Pricing. 118

3.2.D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user. 119

Sub-Contractors List. 119

Technology or Fulfillment Vendors List. 120

3.2.E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable. 123

Article 3.3 Marketing and Sales 125

3.3.A. Provide a Detailed Ninety-day Plan (Go to Market Strategy, Executive Leadership Endorsement, Training of National Sales Force). 125

3.3.B. Provide a Detailed Ninety-day Plan (to market the Master Agreement to current/existing Public Agency customers and prospective Public Agencies Nationwide immediately upon award). 126

3.3.C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement. 129

3.3.D. Acknowledge Supplier agrees to provide its logo(s) and Permission for Reproduction of logo(s), understanding on use of OMNIA Partners logo. 130

3.3.E. Confirmation that Supplier will be Proactive in Direct Sales of Suppliers goods and services to Public Agencies Nationwide with timely follow up to leads established by OMNIA Partners, Sales Initiatives Should Communicate. 130

3.3.F. Confirmation that Supplier will train it national sales force on the Master Agreement (minimum training expectation). 132

3.3.G. Provide the Name, Title, Email, and Phone Number of Various Support Staff identified. 132

3.3.H. Describe in detail how Supplier's national sales force is structured with contact information for the highest level executive in charge. 135

3.3.I. Explain in detail how the sales teams will work with OMNIA Partners team to Implement, Grow and Service the National Program. 138

3.3.I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement (coordination of marketing and sales efforts, timely new account setup, timely contract administration). 139

3.3.J. State the amount of Suppliers Public Agency sales for the previous fiscal year and provide a list of Supplier's top 10 Public Agency customers with purchase figures. 141

3.3.K. Describe Supplier's information system capabilities and limitations regarding order management through receipt of payment (describe multiple platforms that may be used). 142

3.3.L. Provide the Contract Sales that Supplier will guarantee each year under the Master Agreement for the initial three years. 143

3.3.M. Where Public Agencies Issue their own Solicitations - Options Available when Responding to a Solicitation for Products Covered Under the Master Agreement. 144

Article 3.4 Item b) ii. – Response regarding signing of Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract Award. 145

Article 3.5 Item b) iii. – Response providing completed and signed forms behind Appendix D including Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. 145

Exhibit F: Federal Funds Certifications Form (Completed and Signed)..... 146

Exhibit G: NJ Business Compliance – DOC #1 Ownership Disclosure Form (Completed and Signed). 164

Exhibit G: NJ Business Compliance – DOC #2 Non-Collusion Affidavit Form (Completed and Signed). 167

Exhibit G: NJ Business Compliance – DOC #3 Affirmative Action Affidavit Form (Completed and Signed). 169

Photocopy of FLEETCOR's Certificate of Employee Information Report 172

Photocopy of FLEETCOR's AA302 Report filed with the State of NJ in February of 2021 173

Exhibit G: NJ Business Compliance – DOC #4 Political Contribution Disclosure Form (Completed and Signed) 174

Exhibit G: NJ Business Compliance – DOC #5 Stockholder Disclosure Certification Form (Completed and Signed) 179

Exhibit G: NJ Business Compliance – DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran Form (Completed and Signed)..... 180

Exhibit G: NJ Business Compliance – DOC #7 New Jersey Business Registration Certificate ... 181

Exhibit G: NJ EEO/AA Evidence – DOC #8 182

Exhibit G: NJ MCBRIDE-PRINCIPLES – DOC #9 183

Article 3.5 Item b) iv. – Describe your fuel card service and payment solutions platform, with prime benefits. 184

Article 3.6 Item b) v. – Describe how Offeror responds to Controls and Compliance (list of specific items to address). 184

Item b) v., i. Card Design. 185

Supply Card Design Examples..... 185

Are you able to design custom participating agency card?..... 185

What is the cost associated with design and delivery?..... 186

Item b) v., ii. Describe Card Limits, Transaction Limits and spending controls. 186

Item b) v., iii. How is a participating public agency protected against unauthorized charges. 193

Item b) v., iv. How is a participating public agency protected against unauthorized charges. 199

Item b) v., v. Describe the process for reporting a lost or stolen card. 200

Item b) v., vi. Describe cash access solutions (can cash access be blocked?). 200

Article 3.7 Item b) vi. – What is Offeror's technical capabilities and information reporting. . 201

Item b) vi., i. Program Administrator and Cardholder Functionalities. 202
Item b) vi., ii. Reporting. 207
Item b) vi., iii. Reconciliation. 215
Item b) vi., iv. Technology. 216
Article 3.8 Item b) vii. – Describe Offeror's Contract Implementation/Customer Transition Plan. 232
Article 3.9 Item b) viii. – Describe the Support a Participating Public Agency will Receive. 236
Article 3.10 Item b) ix. – Provide customer service availability and capabilities. 237
Article 3.11 Item b) x. – Describe Merchant Support and Acceptance. 239
Article 3.12 Item b) xi. – Describe your Ability to Implement Tax Exempt Certificate as part of the Solutions. 240
Article 3.13 Item b) xii. – Describe Payment Methods Offered. 242
Article 3.14 Item b) xiii. – Do you Offer a Bonus for Early Payment, and What is the Penalty for Late Payments, Define how speed of Payment is Calculated. 245
Article 3.15 Item b) xiv. – Provide any Additional Information Relevant to this Section. 246
Article 3.16 Item b) xv. – Provide a website link in order to review website ease of us, availability. 247
Article 3.17 Item b) xvi. – Describe the Offeror's Safety Record. 248
Article 3.18 Item b) xvii. – Provide any Additional Information Relevant to this Section. 248

TAB 4 – QUALIFICATION AND EXPERIENCE 249

Article 4.1 Item c) i. – Provide a Brief History of the Offeror, including year it was established and Corporate Office Location. 250
Article 4.2 Item c) ii. – Describe Offeror's Reputation in the Marketplace, Years in the Expense Management Business, is Product Proprietary to your Organization. 253
Article 4.3 Item c) iii. – Describe any Global Partnerships in Relationship to your Products, Solutions, Services, Technology Providers and any other Relevant Parties. 255
Article 4.4 Item c) iv. – Describe the Experience and Qualification of Key Employees 256
Article 4.5 Item c) v. – Describe Offeror's Experience working with the Government Sector. 267
Article 4.6 Item c) vi. – Describe Past Litigation, Bankruptcy, Reorganization, State Investigations of Entity or Current Officers and Directors. 268
Article 4.7 Item c) vii. – Describe the Financial Condition of Offeror. 269
Article 4.8 Item c) viii. – Provide a Minimum of 5 Customer References Relating to the Products and Services within this RFP. 270
Article 4.9 Item c) ix. – If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement. 273
Fuelman Proprietary - Custom Credit Application. *273*

Comdata MasterCard Proposed Agreement for Participating Public Agencies. *278*

Article 4.10 Item c) x. – Provide any additional information relevant to this section. **284**

TAB 5 – VALUE ADD **285**

Article 5.1 Item d) i. – Provide any additional information relevant to this section. **286**

Proximity Fuel Controls **286**

Electric Vehicle (EV) Charging Payments and Connected Vehicle Analytics (Coming Soon) **287**

AssetWorks TRIPCard MasterCard Fleet Card Program **289**

Bulk Fuel Solutions **296**

Mobile Fueling Solutions **302**

Beyond Fuel - Comdata for Numerous Payment Applications Other than Fuel (Corporate Payment Solutions) **303**

Clean Advantage Program **304**

Use of the Card Programs for Purchasing Vehicle Maintenance **308**

Use of the Card Programs for Roadside Assistance **309**

Fuelman Driver Services Sell Sheet (Marketing Flyer) *310*

Use of the Comdata MasterCard for Marina Fueling and for Aviation (Aircraft) Fueling **311**

Comdata Hotel Network / CLC Lodging CheckINN Card **312**

TAB 6 – ADDITIONAL REQUIRED DOCUMENTS (Appendix C) **314**

DOC #1: Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy **315**

DOC #2: Antitrust Certification Statements (Tex. Government Code § 2155.005) **316**

DOC #3: Form 1295 Certificate of Interested Parties (Completed & Signed) **317**

DOC #4: Texas Government Code 2270 Verification Form **318**

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT **319**

TAB 7 – FLEETCOR TERMS & CONDITIONS **321**

7.1. FLEETCOR'S GENERAL TERMS & CONDITIONS FOR USE OF FLEET CARDS **322**

7.1.1. Security, Loss, Theft, or Unauthorized Use of Card. **322**

7.1.2. Account Administration and Card Issuance **323**

7.1.3. Limitation of Liability. **324**

7.1.4. Force Majeure. **325**

7.2. FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES. **326**

7.2.1. ON-SITE CONSIGNED FUEL SERVICES. **326**

7.2.2. On-Consignment Fuel Supply and Fuel Management Program (Fuel Suppliers). 326
7.2.3. Minimum Volume Expectations for Consigned Fuel Services. 326
7.2.4. Equipment and Services by FLEETCOR. 327
7.2.5. Initial Inventory Acquisition. 327
7.2.6. Inventory Carrying Costs, Sufficient Tanks/Pumps, Spillage, Transfer of Title, Security Interest in Fuel/Equipment owned by Fuel Supplier or FLEETCOR. 327
7.2.7. Inventory Monitoring. 328
7.2.8. Leak Detection Monitoring Responsibility. 328
7.2.9. Responsibility for Inventory Discrepancies and Shortages. 329
7.2.10. Access for Delivery, UST/AST Regulatory Compliance. 329
7.2.11. Consigned Fuel Storage Tank and Pump Expectations, Proof of Registration. 330
7.2.12. Fuel Control Terminals for On-Site Automation (Hardware Ownership and Maintenance). 330
7.2.13. Site Survey Form. 330
7.2.14. Equipment/Implementation Costs Paid by FLEETCOR. 330
7.2.15. Utilities, Equipment and Installation Costs Paid by Customer. 331
7.2.16. Maintenance of Equipment and Calibration. 332
7.2.17. More Information regarding Fuel Control Terminals and Fuel Site Automation. 333
7.3. FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE MEMO TRACKING SERVICES. 334
7.3.1. Definition/Explanation of "Memo Transaction Tracking". 334
7.3.2. Memo Transaction Fee. 334
7.3.3. Overview of the Memo Tracking Program and Statement of Work. 334
7.3.4. Memo Transaction Reporting. 335
7.3.5. Tank Ownership, UST/AST Regulatory Compliance. 335
7.3.6. Ownership of Fuel. 335

EXHIBIT ITEMS

EXHIBIT 1: Fuelman Reporting Overview with Narrative Report Descriptions and Sample Reports: E-1
EXHIBIT 2: Comdata MasterCard Reporting Services Overview: E-2
EXHIBIT 3: FLEETCOR's Dunn & Bradstreet Report: E-3
EXHIBIT 4: FLEETCOR's 2020 Corporate Responsibility & Sustainability Report: ... E-4

TAB 1 – DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (Appendix A and Appendix B)

Pages in this section contain the Entire Vendor Contract and Signature Form (pages 1 – 15, Appendix A) and the General Terms and Conditions Acceptance Form (Appendix D)

(Documents completed and signed)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Fuel Card Services and Related Products_("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, 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.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (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.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) 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. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC 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. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. 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 immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) 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.

e) Standard Cancellation. Region 4 ESC 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.

12) 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. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. 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 for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. 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.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC 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.

19) 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.

20) 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 if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) 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.

22) 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.

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

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees 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 a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC'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.

26) 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.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, 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 Region 4 ESC 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 additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name: **FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.**

Address: **3280 Peachtree Road, Suite 2400**

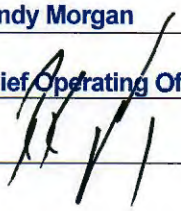
City/State/Zip: **Atlanta, GA 30305**

Telephone No.: **O: (615) 376-6902 M: (615) 289-9004**

Email Address: **rmorgan@comdata.com**

Printed Name: **Randy Morgan**

Title: **Chief Operating Officer**

Authorized signature: 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

Appendix B: TERMS & CONDITIONS ACCEPTANCE FORM

On pages that follow, FLEETCOR hereby submits completed form, Appendix B, TERMS & CONDITIONS ACCEPTANCE FORM.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

□ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

□ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
1.2 (page 35)	Marketing, Sales and Administrative Support	Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. **FLEETCOR takes exception to this statement or requirement.** **The current Administrative Fee being paid to OMNIA Partners under current/prior similar contract is $0.005 (1/2 cent) per gallon on fuel sales, plus a percentage of 0.50% (50 basis points) on non-fuel sales for Fuelman activity. FLEETCOR requests that for sake of sales on the proprietary Fuelman Fleet Card program, the administrative fee per gallon and percentage on non-fuel remain as is under prior similar contract (as**	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		written above). Furthermore, the Administrative Fee shall not be owed on gallons at customer onsite locations receiving "Memo Tracking Services" (a Value Add Solution), since Memo Tracking Fees aren't actually "sales" of fuel, they are a small fee per gallon for the memo tracking service. **For the Administrative Fee on Comdata MasterCard sales, since the economics are much different with MasterCard, FLEETCOR proposes and agrees it will pay 0.10% (10 basis points), on all spend (fuel or non-fuel) by participating Public Agencies under the Master Agreement.**	
2.1 (page 36)	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies **FLEETCOR takes exception to this clause or requirement. FLEETCOR reserves the right to not have the Master Agreement be our "primary" "go to market" strategy for Public Agencies.** (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement **FLEETCOR takes exception to this clause or requirement. Though we can agree to offer and promote the Master Agreement to new sales prospects, we reserve the right to not promote the Master Agreement to existing customers. We will however, upon request from an existing customer, agree to transition the customer to the Master Agreement** (4) that the Supplier has read and agrees	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. **Agreement to this clause is subject to the parties being able to successfully agree legal redline changes to the Administration Agreement. We are submitting any required changes pointed out by our legal.**	
2.2 (page 36)	Pricing Commitment	Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. **FLEETCOR takes exception to this clause or requirement. This requirement seems to insinuate that we must agree to Most Favored Nation (MFN) pricing to Region 4 ESC or OMNIA Partners customers or prospects under this solicitation. We may have Public Agency customers receiving pricing lower than offered in this proposal/response. We cannot agree to MFN pricing and FLEETCOR reserves the right to not match any lower pricing we might offer or have offered under some other solicitation to existing customers, to a Participating Public Agency under the Master Agreement**	
3.3 B, iv. (page 39)	Marketing and Sales	iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement **FLEETCOR will need to better understand the budget requirements of attendance in these events, and FLEETCOR reserves the right to determine exactly which events make economic or logistical sense to participate.**	
3.3 B, v. (page 39)	Marketing and Sales	v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. **FLEETCOR will need to better understand the budget requirements of attendance in these events, and FLEETCOR reserves the right to determine exactly which events make economic or logistical sense to participate.**	
3.3 B, vi. (page 39)	Marketing and Sales	vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement **FLEETCOR will need to better understand the budget requirements of any advertising, and FLEETCOR reserves the right to determine exactly which advertising makes economic sense for it to make advertising**	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		expenditures. The advertising expenditures shall be subject to senior management approval and budgeting.	
3.3 B, viii. (page 39)	Marketing and Sales	viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: • OMNIA Partners standard logo; • Copy of original Request for Proposal; • Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; • Summary of Products and pricing; • Marketing Materials • Electronic link to OMNIA Partners' website including the online registration page; • A dedicated toll-free number and email address for OMNIA Partners **Though we do not materially disagree with this approach, our ability to comply totally with this requirement shall be subject to review by FLEETCOR web and IT department and marketing. Due to time constraints submitting RFP response, it was not possible to have this aspect completed. We may need to link to OMNIA for the archiving aspect of the solicitation materials. We reserve the right to not include a summary of products and pricing.**	
3.3 C (page 40)	Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement	C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. **Please refer to our response**	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		section 3.3.C **FLEETCOR takes exception to this requirement. We have no intention to actively transition our other existing government (Public Agency) customers to the OMNIA Master Agreement. Many of these government accounts prefer to do their own bids or RFPs, and we have contract obligations under those contracts, which we do not want to affect or change.**	
3.3 E (page 40)	Confirmation that Supplier will be Proactive in Direct Sales of Suppliers goods and services to Public Agencies Nationwide with timely follow up to leads established by OMNIA Partners, Sales Initiatives Should Communicate.	E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive **Please refer to our response section 3.3.E** **With regards to item ii., we oppose using the phrase "Best government pricing". We do not offer MFN pricing. It may not be exactly appropriate to make this statement. See our exception to 2.2 Pricing Commitment, FLEETCOR does not agree to provide Most Favored Nation (MFN) pricing to Region 4 ESC or OMNIA Partners customers or prospects under this solicitation. We may have Public Agency customers receiving pricing lower than offered in this proposal/response. FLEETCOR reserves the right to not agree to match that pricing under this Master Agreement.**	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
3.3 J (page 41)	State the amount of Suppliers Public Agency sales for the previous fiscal year and provide a list of Supplier's top 10 Public Agency customers with purchase figures.	J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. **Please refer to our response section 3.3.J** **We are unable to disclose in this response FLEETCOR's Public Agency sales for the previous fiscal year. We take exception to having to submit this level of information.**	
3.3 L (page 41)	Provide the Contract Sales that Supplier will guarantee each year under the Master Agreement for the initial three years.	L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). $_____.00 in year one $_____.00 in year two $_____.00 in year three To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. **Please refer to our response section 3.3.L** **FLEETCOR takes exception to providing a guarantee of sales for each of the initial three years of the Master Agreement.**	
3.3 M (page 41)	Where Public Agencies Issue their own Solicitations - Options Available when Responding to a	M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
	Solicitation for Products Covered Under the Master Agreement.	own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation. **Please refer to our response section 3.3.M** **FLEETCOR takes exception this specification. We do not agree that in future Public Agency solicitations for Products covered under the OMNIA Partners Master Agreement, that we must respond offering the OMNIA Partners contract. FLEETCOR reserves the right to respond to any Public Agency solicitation directly and without regard to the OMNIA Partners Master Agreement. If we bid and win in a direct competitive bid for a Public Agency, we will not enroll the client as an OMNIA Partners Master Agreement**	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		participant and will not pay Admin Fees on that business.	
c) ix. and x. (page 18)	Qualification and Experience, response items regarding FLEETCOR or Comdata Terms and Conditions	ix. If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response. x. Provide any additional information relevant to this section. **Please refer to our response sections Article 4.9 Item c) ix. and Article 4.10 Item c) x.** **This may not necessarily be considered an "Exception", but we think it is important to point out that FLEETCOR General Terms and Conditions for Use of Cards, shall apply for the Fuelman Fleet Card. And, if a customer desires Consigned Fuel Services, or Memo Tracking services with the Fuelman Fleet Card program, which are Value Add services we offer, then certain Terms & Conditions for those services shall apply. We have inserted a TAB 7 – FLEETCOR TERMS AND CONDITIONS in our response, where we have submitted the proposed Terms and Conditions for either Card Use, or the Value Add Services. Should Region 4 ESC require specific modifications to these General Terms & Conditions, or the Value Adde FLEETCOR suggests we work through those changes in the final contracting process.** **Additionally, for the Comdata MasterCard, in response to c) ix., we have submitted a draft example of the service agreement we would requires for Public Agencies to receive the Comdata MasterCard. The sample agreement includes Comdata Terms and Conditions.**	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		FLEETCOR and Comdata additional Terms and Conditions submitted (herein "Vendor Terms & Conditions") shall govern the services provided by FLEETCOR OR Comdata hereunder. In the event of conflict between the Vendor Terms & Conditions and the terms and conditions of the solicitation, the Vendor Terms & Conditions shall control.	
Paragraph 15	Exhibit B, Administrative Agreement, Example	15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit. **FLEETCOR respectfully requests that Paragraph 15 be amended to include the following modifications or limitations:**	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		(1) Audit by OMNIA Partners shall be limited to once during any 12 month period and only during normal business hours after reasonable advance written notice; (2) All audits are at the auditing party's expense.	
Appendix A Draft Contract Paragraph 4 (page 20, page 2 of Draft Contract)	Order of Precedence	4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail: i. This Contract ii. Offeror's Best and Final Offer iii. Offeror's proposal iv. RFP and any addenda **We need to have FLEETCOR Terms and Conditions supersede.**	
Appendix A Draft Contract Paragraph 29 (page 24, page 6 of Draft Contract)	Funding Out Clause	29) Funding Out Clause. Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract. **We request this section be deleted.**	
Appendix A Draft Contract Paragraph 30 (page 24, page 6 of Draft Contract)	Indemnity	30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. ~~Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.~~	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		We request the sentence redlined above be deleted.	
Appendix A Draft Contract Paragraph 32 (page 24, page 6 of Draft Contract)	Certificates of Insurance	32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. ~~The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies.~~ The Contractor shall require all subcontractors performing any work to maintain coverage as specified. **We request the sentence redlined above be deleted.**	
Exhibit B Administrative Agreement Section 7 (page 44)	Data Regulations and Personal Information	~~the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.)~~ **We request the language shown above be deleted from section 7, first paragraph.** **We also request that the entire second paragraph in section 7 be deleted in its entirety.**	
Exhibit B Administrative Agreement Section 12 (page 45)	Administrative Fee	Section not copied here due to space limitations. **The Administrative Fee section 12 will need to be modified or re-written to accommodate the Administrative Fee payment structure FLEETCOR has offered under our Exception taken to 1.2 (page 35).**	

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TAB 2 – PRODUCTS/PRICING

Pages in this section contain FleetCor's Pricing Proposal Response. Pricing is provided for each fleet card product.

In articles below FLEETCOR has attempted to address both the Pricing Specifications under Scope of Work and we provide specifics on how the pricing shall work for each card program in regard to Products/Pricing (under evaluation process and criteria).

Article 1. Product / Services Specifications.

In sub-articles below FLEETCOR addresses each Product/Services specification we found in the lettered and numbered paragraphs which stated on page 4 of the RFP.

1.A. Fleet Card System Specifications.

RFP Specification:

A. The contractor shall develop, implement, administer, and maintain a fleet fuel card system for participating public agencies 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. Offerors are encouraged to offer their complete product and service offering, balance of line and provide additional features and options that are available with their fuel card solutions.

FLEETCOR Response:

FLEETCOR meets or exceeds the requirements.

- **Fuelman Fleet Card.** With our proprietary Fuelman Fleet Card program, we do offer and provide OPIS based cost-plus pricing, which is what most governments utilize under existing similar contract. Additionally, with the Fuelman Fleet Card program, as an alternative we offer Retail based pricing should the market conditions or the specific client or participant under the contract prefer retail-based pricing.
- **MasterCard Programs.** Through this RFP response we are also offering Comdata MasterCard. FleetCor through its subsidiary company Comdata, Inc. is the operator (issuer and processor) of Comdata MasterCard program. With Comdata MasterCard, cost-plus pricing is not being offered, pricing must be based on the card accepting merchant's retail price.

1.B. Fuel that Complies with Applicable Federal, State, and Local Standards.

RFP Specification:

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

FLEETCOR Response:

It must be noted that card accepting merchants are not subcontractors, agents or employees of FLEETCOR. Responsibility for the fuel quality and compliance of fuel to standards and rules regarding grade, quality, storage, transport, etc. lies with the Merchant and not FLEETCOR. FLEETCOR's General Terms & Conditions for Use of Cards submitted behind TAB 7 shall apply, specifically relating to Merchant Limitations and Claims.

1.C. Intention of Solicitation for Fuel Card System with Locations Nationwide.

RFP Specification:

C. This solicitation is intended to be used to provide fuel card system with locations nationwide.

FLEETCOR Response:

FLEETCOR meets or exceeds this requirement.

- Our Fuelman Fleet Card program offers a large proprietary card network with acceptance in all states.
- Our MasterCard programs being offered through this response, provide universal acceptance through the MasterCard® Worldwide Network. MasterCard acceptance provides availability at more fueling locations than virtually any competing fleet card program.

1.D. Card with Two-Component Authorization for Preventing Unauthorized Purchases.

RFP Specification:

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 public agencies. 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.

- The Fuelman Fleet Card program is 100% Level 3, meaning all stations will prompt for both Driver ID and vehicle odometer after the fleet card is swiped.
- With the MasterCard fleet programs being offered, prompting is subject to station having their location's POS equipment upgraded to prompt for Level 3 (Driver or Vehicle ID and odometer). We do however offer ability to implement Level 3 Only controls on cards, whereby if a card is swiped at a non-prompting location, the transaction would be declined and the cardholder would need to proceed to a

different location that does prompt.

1.E. Retail Stations.

RFP Specification:

E. RETAIL STATIONS
All fuel sold to participating public agencies shall comply with all applicable federal, state, and local standards and rules regarding grade, quality, storage, transport, etc.

FLEETCOR Response:

This is a duplicate specification, see our response to item 1.B. above.

1.1). Price Escalation.

RFP Specification:

1) PRICE ESCALATION (Index based, cost-plus pricing): Region 4 ESC desires proposals for OPIS index based, cost-plus pricing. During the period of this contract, prices may be increased or decreased in accordance with Oil Price Information Service (OPIS) and its weekly newsletter publication, however your proposed markup (margin) over OPIS shall remain fixed for the term of the agreement. For example, in Houston Texas price changes will be governed by an index made up of the composite refiner posted prices in Houston, TX or the wholesale rack fuel supply point for the station where purchases occur as published in the weekly OPIS newsletter publication. In other states, price changes will be governed by the applicable OPIS newsletter prices for rack supply points in that state or the wholesale rack fuel supply point for the station where purchases occur as published in the weekly OPIS newsletter publication. Region 4 ESC will consider alternatives, proposers may submit alternative methods of calculating rates and charges.

FLEETCOR Response:

With the Fuelman Proprietary Fleet Card, FLEETCOR shall be able to provide index-based, cost plus pricing as outlined in the above Products/Services Specification. In response Article 2.1 below, we provide more specifics on how the pricing shall work and the OPIS index being utilized.

With Comdata MasterCard, pricing shall always be based on the station's retail price, not cost-plus pricing. We explain details of the pricing including rebates and discounts under Article 2.2 below.

1.2). Alternative Fuels or DEF Dispensed Based on Retail Price.

RFP Specification:

2) Additionally, it is understood that for certain fuel types, such as alternative fuels or Diesel Exhaust Fluid (DEF) purchased through a dispenser, may not be able to be priced based on OPIS rack prices, so Retail based pricing with discounts for alternative fuels and DEF Dispensed shall be acceptable.

FLEETCOR Response:

Acknowledged and agreed. In Article 2.1.2 below, for Fuelman Card pricing we explain which alternative fuels or evolving fuel types would not be priced based on OPIS, rather they must be priced based on Retail Price, less discounts or rebates.

1.3). Minimum Data to be Collected at Time of Purchase, Tax Exempt Billing.

RFP Specification:

3) 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 billing and tax reporting. The vendor's fleet card must be able to provide tax exempt billing of motor fuels to participating public agencies that qualify for exemption, exempt from federal motor fuel excise tax or in some cases state motor fuel excise taxes or state and local sales tax (if applicable). State excise tax exemption or state and local sales tax exemption of motor fuels (where applicable) of course contingent upon the State allowing such exemptions. Should a State only allow the participating public agencies to file for tax refund claims, the vendor shall be able to provide tax reporting allowing the participating agencies to file their own refund claims directly to the taxing authority.

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. Please consider the following for the card programs being offered through this response:

With Fuelman Fleet Card

The Fuelman Fleet card we propose provides Level 3 data on all transactions. The information specified is provided in reporting and transaction data files offered.

- Tax exempt billing and tax reporting is available to qualifying participating public agencies, and as the RFP specifies, State tax exemptions vary by State,

depending on whether the specific State allows FLEETCOR to file tax refund claims (to be reimbursed the exempted tax). Note: Customer may be required to provide signed federal tax exemption certificate as frequently as annually, to continue receiving tax exempt status.

- Tax exempt billing reports, invoices with exempt taxes removed, or electronic transaction data files are available directly from Customer's login to the online account management system or they can be emailed to appropriate fleet or billing contacts on the account. **All data and reporting have any exempt taxes removed.**
- It is also important to point out, that in the State of Texas, FLEETCOR has received licensing (previously not allowed), that gives us the ability to sell Independent School Districts in Texas (using the proprietary Fuelman Fleet Card), exempt from the State of Texas excise tax. This is a huge benefit to ISDs in Texas, only available on the Fuelman Fleet Card program.

With Comdata MasterCard

FLEETCOR through is Comdata subsidiary, agrees to provide billing exempt from federal excise taxes on fuel purchases as Comdata is allowed to do so by the Internal Revenue Service (IRS). Comdata is a registered "Credit Card Issuer" with the IRS which provides the appropriate registration for Comdata to file refund claims on the exempt participating agency's behalf. Comdata will require the Customer to provide a signed tax exemption certificate (Model Certificate R) from time-to-time as required by the IRS to be in Comdata's files to retain customer's tax-exempt status.

Refund claims by Comdata are filed quarterly with the IRS per Form 8849 (Claim for Refund of Excise Taxes) Schedule 8 (Registered Credit Card Issuers). Per these IRS regulations and forms we are allowed to exempt federal excise tax on the following motor fuels:

- Sales of Gasoline. Can include E85 and E15 so long as detailed product type information is provided by merchant.
- Sales of Undyed Diesel Fuel. Can include sales of Low Biodiesel Blends (not greater than B10)
- Sales of Undyed Kerosene
- Sales of Kerosene for Use in Aviation
- Sales of Aviation Gasoline

Federal motor fuel excise tax refund claims for any other Alternative Fuels such as Compressed Natural Gas (CNG), Liquefied Natural Gas (Propane), or B20 are currently not allowed by the IRS, therefore we would not be able to provide tax exemption on these alternative fuel grades unless the IRS changes these rules. The public agency participating under this contract would need to directly file for refund claims on these alternative fuel types.

Exempting of applicable federal excise taxes for fuel are dependent on the information provided to us by the merchant location in the transaction (fuel type and quantity). If merchant does not transmit sufficient information for Comdata to be able to calculate the exempt tax, we reserve the right to bill the full retail amount of the charge.

- Note: Our largest MasterCard government customers find that on more than 98% of the fuel gallons purchased, they receive fuel type and quantity information allowing for the Federal Tax exemption. This percentage can likely be improved by placing Level 3 Only controls on cards.

With regards to State and Local excise tax exemptions, unless at some point in the future State taxing authorities allow, we are unable to exempt State and Local motor fuel taxes on the MasterCard programs offered.

Web Portal for MasterCard Tax Exempt Invoices and Reporting (Mansfield FuelNet portal)
Comdata performs a tax exempting/tax stripping process to remove allowed exempt federal excise taxes from the Customer's fuel transactions, and to create custom tax-exempt invoices for qualifying exempt clients using the contract. Currently, we utilize a fulfillment vendor (Mansfield Oil) to assist with this task. Tax Exempt invoices and billing reports are typically emailed to registered billing contacts on the accounts. Additionally, we provide a web portal at Mansfield's FuelNet portal, available at the Mansfield website (https://mansfield.energy/), where customers can download reports and invoices.

1.4). Capability to Capture, Calculate and Report (Specification).

RFP Specification:

4) 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. Please consider the following for the card programs being offered through this response:

With Fuelman Fleet Card

Our Management Reporting (report IDs FN02 and FN04) provide items in a) and b). Our Customer Fleet Analysis Report (report ID FN14) provides items c) and d). Electronic data files available can also be used for determining the information specified.

With Comdata MasterCard

The tax-exempt billing reports provided include Odometer and Miles Per Gallon. For Miles Driven since last report, certain Quick Reports we make available through the online iConnectData system can provide, or at least provide previous odometer for sake of makding the calculation. For cost per mile, total miles driven year-to-date, and total gallons purchased year-to-date, we are confident clients can find a Quick Report we make available through the iConnectData system that would either provide these reporting items, or allow the report user to determine the information specified.

1.5). Range of Information Available on Reports (Specification).

RFP Specification:

5) 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(s) 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 or location of fueling site
- k) Price per unit
- l) Total price
- m) Total federal and state taxes
- n) Net price after taxes deducted
- o) Product Codes and/or description of items purchased (e.g., gas, oil, etc.)
- p) Non-Fuel Purchases
- q) Name of individual making the purchase

FLEETCOR Response:

FLEETCOR meets or exceeds this requirement. Please consider the following for the card programs being offered through this response:

With Fuelman Fleet Card

Behind EXHIBIT 1 of this response we provide narrative report descriptions and samples of reports. The Fleet Management Report (FN02) provided with each billing delivers the specified information plus more.

With Comdata MasterCard

The standard tax-exempt billing reports provided shall substantially provide the information specified with the exception of: item k) Price per unit, and item m) Total federal and state taxes. The report can be downloaded in Excel, and report user would be able to calculate item K in the Excel file. The report does include a column for "Original Cost" (which would be the extended amount before tax exemption), and a column for "Cost" (which would be the extended amount after tax exemption). These fields allow a report user to calculate the exempted tax amount.

1.6). Purchase Restrictions on Card (Specification).

RFP Specification:

6) Use of the contractor's card shall be capable of being restricted in certain instances given the direction of the participating public agency's program administrator. Restrictions may include but not be limited to the following:

a) Transaction dollar limits or gallon limits for each card, i.e., sets a maximum dollar amount per card per transaction

b) Maximum dollar or gallon limits per day

c) Number transactions per day per card

d) Maximum dollar limits per each card per billing cycle or per week

e) Restrictions on fuel type, e.g., premium blend

f) Non-Fuel Purchases or Repairs

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. Please consider the following for the card programs being offered through this response:

With Fuelman Fleet Card

FleetCor meets or exceeds this requirement with our Fuelman proprietary fleet card, which offers best in class purchase controls capability. Certain purchase controls such as Product grade restrictions are subject to Merchant POS Authorization Limitations as explained in FleetCor's General Terms & Conditions for Use of Cards submitted behind TAB 7.

The Fuelman Fleet Card provides Advanced Purchasing Controls, including:

Closed Loop Network (Fuel & Maintenance Only)

The Fuelman Network consists of fuel & maintenance locations only. Merchant Category Code (MCC) restrictions are not necessary since you can only use the card

for fuel or if limits are established in the system, fleet supplies (such as add engine oil or washer fluid) and vehicle maintenance. Access to non-fuel maintenance spend is limited at the vehicle/card level.

Dual Component Authorization with 100% Level 3 Prompting.

The Fuelman system requires both a valid unlocked vehicle card to be used in conjunction with a valid unlocked driver ID (PIN) which provides built in security in the system. All point-of-sale (POS) systems accepting the Fuelman card will prompt for a valid PIN. If a card becomes lost or stolen it cannot be used without a valid PIN.

Real Time Posting/Processing.

The Fuelman card provides real time transaction processing, meaning transaction completions are posted in the system database within minutes of the driver completing the purchase. There are no posting delays common with universal card programs. This allows for exceptions **alerts to managers quickly** (sent hourly). Managers can immediately discipline or be notified of employees that are violating fueling policies.

100% Level 3 with Advanced Product Mapping Technology.

The Fuelman Network provides 100% Level 3 data and our system utilizes advanced Product Mapping Technology (PMT) which allows the system to report fuel product codes with more than 99% accuracy. **Program administrators can manage drivers with confidence in the fuel grades reported.**

"Hard" & "Soft" Controls set a vehicle/card level.

Purchase controls (limits) can be placed on the vehicles/cards providing unparalleled aid in the prevention and/or identification of unauthorized or improper use of the cards via exception reporting & transaction denial capability. This occurs through both "hard controls" and "soft controls" functionality:

- **"Hard controls"** are purchase controls that include Denial Limits. In many cases, if the denial limit is violated the system will literally deny the transaction or limit the purchase to the allowed gallon limit available for the vehicle/card.
  - Hard control settings are subject to the merchant's POS Authorization Limitations.
  - If a merchant's POS system cannot enforce a control limit, the system will flag the transaction as having the purchasing parameter violated (flagged as an exception) which will be displayed in your Management Reporting.
  - Additionally, the account can be established to receive Exceptions Alerts via email or text message (generally alerts sent hourly).
- **"Soft controls"** occur when the Customer chooses to "Allow and Report" instead of "Deny" for the control settings in our system. Or, in some cases

the merchant's POS system is unable to enforce denials so back-end exceptions reporting shall occur, which is also referred to as a Soft Control. Report Limits are established for each vehicle, and when this limited is exceeded it triggers an exception flag on the transaction which can be reported hourly via Email or Text Message Alert and flagged on the reporting.

Available Purchase Control Limits, established by "Report" and "Deny" Limits, include:

1) Fuel Tank Limit (Gals per transaction)
2) Daily Fuel Gallons
3) Weekly Fuel Gallons
4) Weekly Fleet Supplies (dollars)
5) Weekly Fleet Services (dollars)
6) Weekly Misc. Purchases (dollars)
7) Transactions Per Day
8) Fuel Grade Restrictions[1]
9) Day of Week
10) Time of Day Limits

[1] Note that Fuel Grade/Fuel Type restrictions cannot be enforced in a traditional Retail Pay-at-Pump transaction, so this would default to a "Soft Control" with exception reporting. This is not limited to Fuelman and applies to all fleet card programs. The ability to enforce a fuel type restriction is caused by a POS technology limitation, common to all fleet card programs.

Method for Fuel Only Encoding

Established by setting the allowed Weekly Fleet Supplies, Weekly Fleet Services, and Weekly Misc. Purchases (dollars) to zero $0.00.

- If for some reason merchant's POS system does not deny a non-fuel purchase, the system can report the purchase violation as an exception (sent hourly) via email or text message alert, allowing for quick discipline of the cardholder.
- Customers report they have tremendous success enforcing Fuel Only program with Fuelman's tight controls and timely exceptions alerts.

Day-of-Week and Time-of-Day Limits

System can be set to "Allow and Report" or "Deny". This is a Hard Control in most cases, so purchases outside the established Days-of-Week or Times-of-Day will be declined.

Exceptions and Denial Alert Reporting

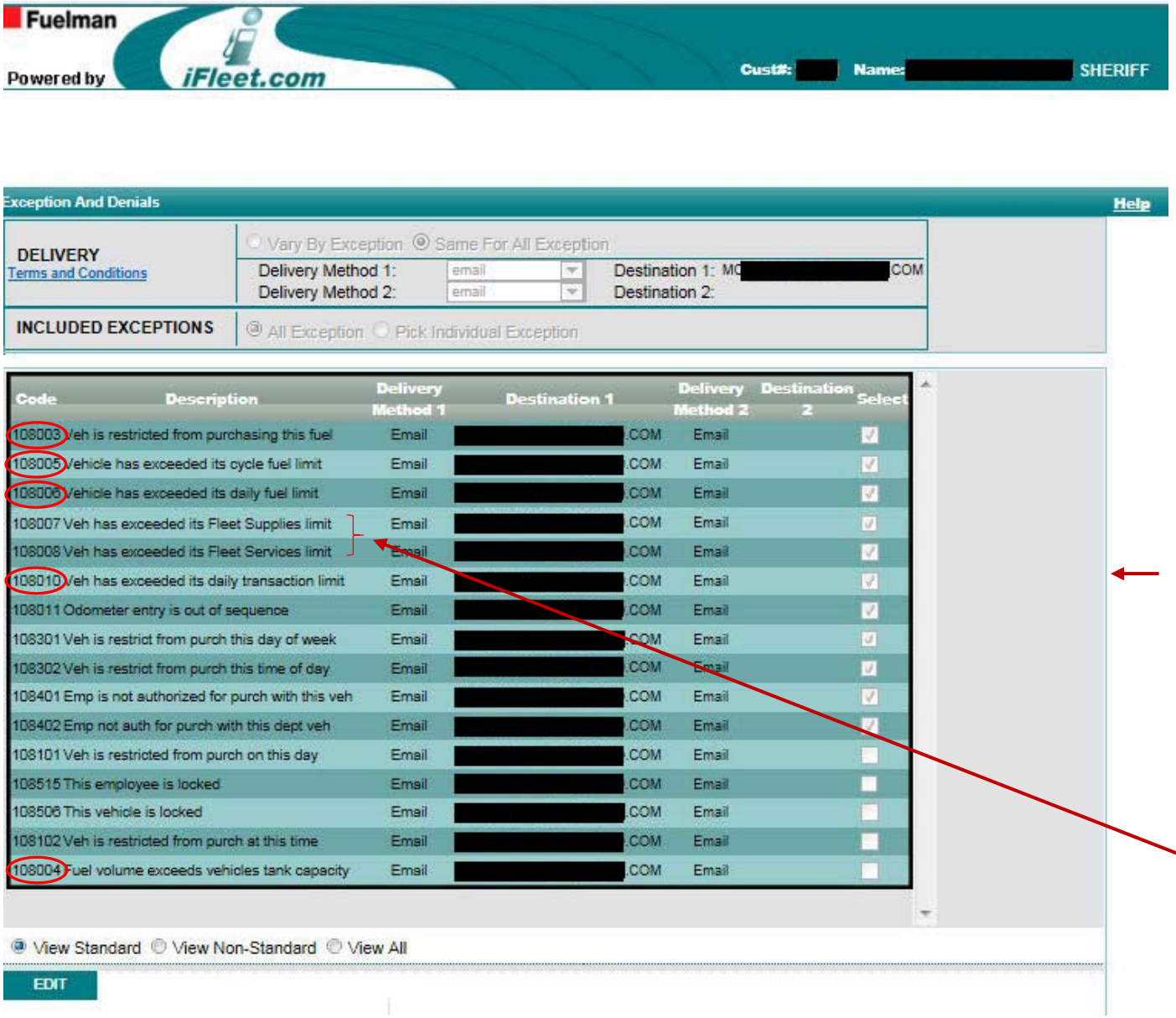
On next page, we provide a screen print of the Exceptions Alert Reporting Setup available in the system. The Screen Print allows you to review the available exceptions alerts that can be sent by Email or Text Message.

- Exceptions Alerts are established at the Customer ID Level within the system.
- Exceptions Email or Text Message Alerts are generally sent once per hour throughout the day.
- Exceptions Email Alerts will occur when a cardholder successfully completes a transaction that exceeds a report limit or denial limit for the vehicle/card.

- Exceptions Email or Text Message Alerts can be sent to up to two (2) persons on the account.
- Exceptions Email or Text Message Alerts can be tailored to include All Exceptions or you can select from the list only the particular exceptions recipient desires to receive.
- **As a "Best Practice", FleetCor recommends that Customers should always receive the following Exception Alerts to help quickly identify potential fraud or theft:**
  - Code #108003 - Veh is restricted from purchasing this fuel
  - Code #108004 - Fuel volume exceeds vehicles tank capacity
  - Code #108005 - Vehicle has exceeded its cycle fuel limit
  - Code #108006 - Vehicle has exceeded its daily fuel limit
  - Code #108010 - Veh has exceeded its daily transaction limit

- **Upon request to your assigned Account Manager or to Customer Service, FleetCor will add or modify the Exceptions and Denials Alert reporting established on your account. If account is using a logon to iFleet portal, an authorized program administrator can adjust and modify the Exceptions and Denial Alerts on a self-serve basis.**

Screen Print from Exceptions and Denials Alert Reporting Setup Screens in the System



To help quickly identify potential fraud or theft, as a "Best Practice" FleetCor recommends that Customers should always receive the Exception Alerts circled.

When managing "Fuel Only" program, it is a best practice to receive these two alerts.

Exceptions Download Reporting Online

Using the online system provided, authorized users can download exceptions transaction details to Microsoft Excel.

Real Time Transaction Denial Reporting Online

Using the online system provided, authorized users can download real time Denial Transaction data to Excel to immediately determine drivers attempting to purchase outside the established limits or that need additional training (such as entering wrong Driver ID).

- Denial reporting allows customers to review transactions denied and see first-hand the potential fraud, misuse or abuse stopped by the Fuelman card program.

With Comdata MasterCard

Below, we provide an overview of the Purchase Controls provided by Comdata MasterCard.

Advanced Purchasing Controls with Pump Shut-off Capability

Comdata MasterCard provides Best-in-class purchasing controls with **pump shut-off capability (for enforcing purchasing limits) at approximately 95% of stations**.

The fuel card program will be rich in purchase control features including:

- **Security (dual component authorization).** The system will provide a secure, PIN protected card system. Cards can be set for "Level 3 Sites Only" to help enforce dual component authorization (i.e. valid card and Driver ID).
- **Purchasing Profiles.** Customers are encouraged to group Vehicles or Drivers (if using Driver Cards) with similar purchasing profiles (desired purchasing limits), then set purchase limits including MCC controls for each group of vehicles (known as a purchasing profile).
  - Customers can establish as many purchasing profiles as needed in the system. This makes changing future purchase controls quick and easy for hundreds if not thousands of vehicles or drivers (cards) at one time.

The most common card control limits that can be customized to Customer needs, include:

- **Merchant Category Code (MCC) Controls**
  - During setup you select the MCC groupings where you want the cards to work. Generally, for Fleet Card setup, customers choose either Fuel Station MCCs only, or if usage for vehicle maintenance is desired, establish the profile(s) for both Fuel Station MCCS and Automotive Maintenance MCCS.

  - If cards are presented at MasterCard acceptance locations not in the MCCs assigned, transactions are immediately declined.

- **Pay-at-Pump Only (MCC 5542)**
  - Limit cards to transactions which occur only at the fuel island (MCC 5542)
  - All fuel island point of sales systems in the MasterCard network are assigned MCC 5542. Transactions from inside the station would be declined.

- **Fuel Only Encoding**
  - Established by limiting cards to use at fuel station only MCCs, and special encoding of the mag stripe limiting card to only one product at time of sale. Card is embossed with "FUEL ONLY" on the card.
  - This setup combined with Pay-at-Pump only setting will further restrict the card to "FUEL ONLY" and will even stop purchases of car washes at the pump.

- **Level 3 Only**
  - This setting limits cards to only work at stations that prompt for Level 3 data.
  - If station does not prompt for Driver ID & Odometer, the Driver would need to proceed to an alternative location.

- **Overall Authorization Limits.** Overall authorization limits are assigned within the purchasing profiles. **Approximately 95% of the time the limits will stop the pump when the first 3 limits noted below are reached.** We can establish accounts to receive exceptions reporting when merchant POS authorization limitations can't stop the pump. Limits available include:
  - **Maximum Dollars Per Transaction**
  - **Maximum Number of Transactions Per Day**
  - **Maximum Dollars Per Day**
  - **Cycle Limit Transactions** (i.e. Max Number of Transactions per Week or Month)
  - **Cycle Limit Dollars** (i.e. Maximum Dollars Per Week or month)

- **Fuel Grade Restrictions**
  - Though fuel grade restrictions are not enforceable at the pump, the system can be established to report exceptions for high grade or wrong grade fuels.

- **Day-of-Week and Time-of-Day limits**
  - Establish the system so that purchases outside the allowed days or times of day are either declined or reported as exceptions.
  - Transactions on Saturday or Sunday can be reported as exceptions.

Exceptions Reporting as Frequently as Daily

Account(s) can be established to receive valuable **Exceptions Reporting as frequently as daily**. An Exceptions Report can also be downloaded, on-demand using the online iConnectData system (at reportQ).

- View a list of posted transactions that triggered exception flags set up on your account for the report period and includes possible duplicate transactions flagged.
- Great tool for identifying cardholder misuse or failure to follow established fueling policies.
- Exceptions reporting is after the transaction occurred (posted transactions) and Customer selects the exceptions you want reported.
- Exceptions can be reported at the overall account code level, the Customer ID level, or Purchasing Profile level. Reports at the Customer ID level can be distributed to managers assigned to each Customer ID. Exceptions that can be reported include:
  - Tank Capacity exceeded (gallons)
  - Transaction Dollar Limit
  - Daily Transaction limit (number of trans.)
  - Daily Dollar limit
  - Miles Per Gallon
  - Cost Per Gallon
  - After Hours
  - Weekend Service
  - Saturday Transactions
  - Sunday Transactions
  - Possible Duplicates
  - Wrong Fuel Grade (you establish which fuel grades are to be considered wrong)

Article 2. Response to Products/Pricing.

RFP Specification:

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

i. Identify all applicable pricing associated with products, solutions and services described in your RFP response. Offeror may offer their complete balance of line. This will include delivery/shipping fees, implementation, card fees, reporting, late payment charges, electronic interface systems and other associated costs.
ii. Any optional retail-based pricing proposal must include a detailed explanation on pricing methodology, markups for each fuel grade, handling of freight (for fuel delivery from wholesale rack supply terminal to retail stations), fuel taxes, and any other applicable pricing that may apply. All alternative fuels or DEF Dispensed must be priced based on the station's Retail Price, explain that retail-based pricing and your proposed discounts.
iii. Describe any rebates, special offers or incentives available. In detail describe any rebate or incentives reductions based on spending factors (spend minimum or per card, transaction size, etc.). Explain any transaction types that are excluded from rebate or incentive calculation.
iv. Describe how customers verify they are receiving rebates or incentives.
v. When partnering with participating public agency how will you drive price reductions or realize program value?
vi. Propose the frequency of updates to the Offeror's product or services.
vii. Describe how future product introductions (expense, payment data, technology, etc.) will be aligned with Contract pricing proposed.
viii. Provide any additional information relevant to this section.
ix. Describe payment methods offered. Detail billing and payment terms that can accepted. Offeror shall explain its available billing frequencies and payment terms offered and explain how the participating public agency's desired billing frequency or payment terms might impact the offered pricing. Detail any cost-plus markups, or retail-based pricing/discounts, etc.
x. Describe how future product introductions will be priced and align with Contract pricing proposed.
xi. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases.

Region 4 ESC will consider alternatives pricing models, proposers may submit alternative methods of calculating rates and charges.

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

FLEETCOR Response:

For each card program FLEETCOR is offering under this solicitation, we provide explanations regarding pricing, which should adequately address the minimums defined

in the RFP for Region 4 ESC's evaluation.

2.1 Fuelman Proprietary Card Pricing.

The options for pricing and explanations of pricing details for the Fuelman Proprietary Fleet Card offered in this proposal are provided in sub-articles below.

2.1.1 OPIS Based Cost-Plus Pricing Program at Off-Site/Retail Locations.

For this pricing option, at off-site/retail locations, FLEETCOR agrees to price all grades of gasoline and diesel fuel to Region 4 ESC and contract Participants using an OPIS-based wholesale cost-plus pricing formula as requested in the Solicitation. Excluding Convenience Network Locations and excluding certain Alternative Fuels 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** (for 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 non-exempt taxes** (Tax Exempt Billing further clarified herein).
4. **FLEETCOR's cost plus service fee or mark-up (margin)** per gallon shall be as shown in table below for each fuel product:

Table 2.1.1 – Cost Plus Markups for Standard billing terms[1]

FUEL GRADE	MARKUP (Per Gal)
Unleaded Gasoline	**$ 0.110**
Mid-Grade (UNL Plus) Gasoline	**$ 0.120**
Premium Gasoline	**$ 0.110**
Diesel Fuel (Ultra Low Sulfur Diesel)	**$ 0.160**

[1] Markups quoted are for the standard billing terms arrangement, which is Bi-Weekly Billing, Net 14 Day terms. The markups quoted above are subject to Billing Frequency (BF) and Payment Terms (PT) adjustment as defined in sub-article 2.1.9.

2.1.2 Pricing of "Alternative" or "Evolving" Fuel Types at Off-Site/Retail.

For alternative fuels such as Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG / Propane), E85, and high blends of Biodiesel (such as B20, B11, or B10); or evolving fuels such as E15, E30, or Renewable Diesel; or Diesel Exhaust Fluid (DEF) Dispensed, OPIS does not typically post Newsletter Prices for these types of fuel. Therefore, pricing of these Alternative Fuels or Evolving Fuel types must always be based on the stations posted Retail Price, credit price where applicable by the merchant.

- **For customer opting to receive Cost-Plus pricing of other fuel grades**, FLEETCOR agrees to provide a discount off of the retail price for these Alternative fuels, as indicated below:

Table 6.2 - Alternative Fuel Discounts[1] at Off-site/Retail

FUEL GRADE	DISCOUNT (Per Gal)
Compressed Natural Gas (CNG)	**$ 0.000**
LNG / Propane	**$ 0.000**
High Blends of Biodiesel (i.e. B10 or Higher)	**-$ 0.040**
High Blends of Ethanol (i.e. E85, E15 or E30)	**-$ 0.020**
DEF Dispensed	**-$ 0.020**
Renewable Diesel	**-$ 0.020**

[1] Discounts only apply for customers receiving Cost Plus pricing option on other fuel grades.

- **For customer opting for Retail-based Pricing Approach with volume discounts**, with the exception of CNG and LNG purchases, the above fuel grades shall receive volume discount (rebates) for purchases just like all other fuel grades, subject to pricing exceptions in 2.1.3. Volume discount (rebates) shall not apply to CNG and LNG/Propane purchases.

2.1.3 Pricing Exceptions at Off-Site/Retail (Pricing at Non-Discount, Extended Network Locations).

Non-Discount or Extended 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 at these Extended Network locations are excluded from OPIS based cost-plus pricing and excluded from volume discounts offered under the Retail-based pricing option. The current list of merchants (subject to future change) with applicable Extended Network Pricing includes:

- Sinclair brand stations at posted retail price.
- Chevron/Texaco brand stations at posted retail price.
- Pilot or Flying J Travel Center Stations, Pilot Convenience Stores, or Pilot unattended card lock stations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.

- Love's Country Store / Travel Stop Locations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- TravelCenters of America (TA) or Petro Travel Centers shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- ARCO brand at posted retail price plus $0.10 per gallon.
- Buc-ee's locations at posted retail price.

2.1.4 Pricing Exception for Never Below FLEETCOR's Cost.

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 (including all merchant taxes before exemption) calculates to be below FLEETCOR's cost to settle with the Merchant, FLEETCOR's cost shall apply.

2.1.5 Allowed Adjustments in cases where a Customer requires "Fixed Rack Pricing" or "OPIS Average Pricing".

In special cases, certain Public Agencies may choose to reconcile fuel prices billed by FLEETCOR to the OPIS index. To facilitate an easier reconciliation process might require pricing based on a specific OPIS rack (City) and Index (i.e. Rack Average or Branded Rack Average) that OPIS reports for the Public Agency's local market. We refer to this type of pricing as "Fixed Rack Pricing".

In markets served by multiple rack supply points, FLEETCOR may require OPIS Average, or OPIS Branded Average for the rack supply point of the station utilized and not a Fixed Rack. We refer to this type of pricing as "OPIS Average Pricing".

The Public Agency may also require the FLEETCOR markup be inclusive of all freight rates and not vary by location for freight rates assigned to merchants.

Therefore, if FLEETCOR is required to meet this need for a participating Public Agency, FLEETCOR can do it, however we reserve the right to adjust the cost-plus markups quoted under sub-article 2.1.1 to account for the following items:

- Freight Adjustment – Quoted markup shall be increased an appropriate per gallon amount to cover average freight rates assigned to stations utilized or in the market area.
- Brand Price Differential – Quoted markup shall be increased for an appropriate per gallon amount to cover OPIS brand price differential impacting FLEETCOR's cost/risk. OPIS Brand Price Differential defined as the difference between the specific OPIS index to be utilized for "Fixed Rack" or "OPIS Average" pricing and the typical OPIS rack price for majority of stations (branded or unbranded) in the market area of the Public Agency. The Brand Price Differential shall be no less than $0.01 per gallon to accommodate this pricing approach/request.
- Handling of Conventional, No Ethanol Gasoline, and Alternative/Evolving Fuels -

Should the Customer's market contain locations selling Conventional, No Ethanol gasoline, FLEETCOR reserves the right to require that Conventional, No Ethanol gasoline grades always be priced based on the Retail Price (less discount same as quoted for E85), not using Fixed Rack cost-plus pricing methodology. Likewise, alternative or evolving fuel types defined under sub-article 2.1.2 shall always be priced based on Retail Price less the quoted discount in 2.1.2.

Lastly, we want to note that even if Customer requires a Fixed Rack Pricing or OPIS Average Pricing accommodation (for easier price reconciliation), unless otherwise agreed, our submitted pricing exceptions for pricing at Extended Network locations and never below FLEETCOR's cost shall continue to apply.

2.1.6 OPIS-based Cost-Plus Pricing for ONSITE, Consigned Fuel Service (Bulk Locations).

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

1. Unbranded Average rack price for the Rack City from which fuel is supplied to the consigned 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.

   For Alternative Fuels such as E85 or High Biodiesel Blends (i.e. B20) the cost basis shall FLEETCOR's cost being reimbursed to the Fuel Supplier.

2. Fuel supplier freight as charged FLEETCOR which should remain constant for the term of the contract barring common carrier increases. Rate may include adjustment for equipment maintenance adder paid to Fuel Supplier where applicable. Freight rates shall be disclosed upon request.

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 **$ 0.119[1]**

   NOTE 1: Quoted rate intended to be a Not-to-Exceed figure based on the location meeting expectations as outlined in additional Terms & Conditions for Consigned Fuel Services. FLEETCOR reserves the right to reduce the markup quoted for high volume consigned fuel sites. See TAB 7 for additional FLEETCOR Terms & Conditions for Consigned Fuel Services.

2.1.7 Optional Retail Based Pricing Program with Volume Discount/Rebate.

As an alternative pricing program for Participants under the Region 4 ESC contract, FLEETCOR hereby agrees to provide a Retail Based Pricing Program. Customer shall choose between Cost-plus pricing or Retail Based Pricing with Rebate option, 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 reserves the right require a Customer be priced based on Retail pricing, not Cost-plus pricing.**

Except for pricing exceptions at Extended Network (Non-Discount) locations previously explained under sub-article 2.1.3 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 (credit price where applicable by merchant). Provided payments are received within terms, Customer shall be eligible for rebates as illustrated below via a volume rebate (tiered volume rebate table). Volume rebate and rebate tiers are applied to each individual Government (Participant) separately. If a Government Entity Participant has multiple accounts, that government entity's volumes shall be grouped together for sake of calculating the volume discount. Rebates earned shall be applied on each billing statement/invoice.

TABLE 2.3 - Volume Discount Table (Fuelman Proprietary - Retail Price Program)

MONTHLY BILLING FREQUENCY VOLUME TIERS	BI-WEEKLY BILLING FREQUENCY VOLUME TIERS	WEEKLY BILLING FREQUENCY VOLUME TIERS	REBATE PER GALLON GASOLINE PRODUCTS	REBATE PER GALLON DIESEL PRODUCTS
< 1,290	< 600	< 300	**$0.010**	**$0.020**
1,290 – 4,300	600 – 2,000	300 – 1,000	**$0.020**	**$0.040**
4,301 – 8,600	2,001 – 4,000	1,001 – 2,000	**$0.030**	**$0.060**
8,601 +	4,001 +	2,001 +	**$0.040**	**$0.080**

2.1.8 Tax Exempt Billing

With the Fuelman Fleet Card, FLEETCOR shall provide tax exempt billing to the Participant to the extent allowed by the Federal and State taxing authorities. For qualifying government entities, 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 (0.0021 per gallon) cannot be exempted. State tax exemption capability varies by State and often by type of State tax. Participants must inquire with FLEETCOR to find out if State tax exemptions are allowed in their state. Customer shall provide federal tax exemption certificates or other related information as required from time to time by FLEETCOR to maintain tax exempt status. Currently, the IRS requires that we have federal tax exemption certificates signed annually by tax exempt entities, so the FLEETCOR tax department sends certificates annually to the Billing

contact on record in the account, requesting they complete, sign and return the certificate.

2.1.9 Payment Terms Offered, Payment Methods Accepted, Billing Frequency / Payment Terms Pricing Adjustments

Billing Frequency and Payment Terms (and credit availability) offered to Participants under this proposal must be approved by FLEETCOR's Credit Department via signed credit application that will be processed by a FLEETCOR sales representative.

FLEETCOR offers 4 different billing frequencies and 6 different payment terms which we can customize to best suit the participating public entity's needs. The list of Billing Frequencies and Payment Terms available (subject to credit approval) are as follows:

AVAILABLE BILLING FREQUENCIES (Fuelman Proprietary Card)

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)
4) Fuelman Monthly (last Monday of each month, 12 invoices in a year)

AVAILABLE PAYMENT TERMS Fuelman Proprietary (with available payment method[1])

1) Net 4 days (EFT by FLEETCOR)
2) Net 7 days (EFT by FLEETCOR)
3) Net 10 days (Check or Online Bill Pay)[1]
4) Net 14 days (Check or Online Bill Pay)[1]
5) Net 21 days (Check or Online Bill Pay)[1]
6) Net 30 days (Check or Online Bill Pay)[1]

[1] Upon special request and approval from FLEETCOR Treasury, we can accommodate ACH payment with ACH initiated by Customer.

APPLICABLE PRICE ADJUSTMENTS FOR LONGER OR SHORTER TERMS

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. The standard pricing quoted in our pricing response is for **Bi-Weekly Billing**, with payment due **Net 14 Days** from Invoice Date.

- **For Lower Pricing (more frequent billing & shorter terms).** Participants under the contract 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). With more frequent billing or shorter payment terms, Participants will receive a Reduction off the cost-plus

markups quoted in sub-article 2.1.1, additional discount for retail minus discounts quoted under 2.1.2 for alternative fuels, or additional discount off the retail price (before rebate) quoted for retail-based pricing under sub-article 2.1.7. See TABLE 2.1.9 below for the BF/PT Pricing Adjustment Matrix.

- **For Longer Terms but with Higher Pricing (less frequent billing & longer terms).** Participants under the contract that have difficulty processing bi-weekly invoices or paying invoices within 14 days, can opt for less frequent billing (i.e. calendar monthly) or extended terms (i.e. Net 21 or Net 30). With less frequent billing or longer terms (extended terms), Participants will receive an Adder to the cost-plus markups quoted in sub-article 2.1.1, lower discount for retail minus discounts quoted under 2.1.2 for alternative fuels, or an adjustment to the retail price (before rebate) quoted for retail-based pricing under sub-article 2.1.7. See TABLE 2.1.9 below for the BF/PT Pricing Adjustment Matrix.

TABLE 2.1.9 - Billing Frequency/Payment Terms Pricing Matrix (Fuelman Proprietary)

Use the Matrix below for understanding the applicable Discounts or Adders associated with the many different Billing Frequencies and Payment Terms offered by FLEETCOR. The adjustments shall apply to pricing submitted in prior sub-articles 2.1.1, 2.1.2. The Matrix also lists any payment method requirements for the associated quick-payment terms discount offers.

Pricing Adjustment Rates for Varying Billing Frequencies and Payment Terms
(Per Gallon)

	Billing Cycle			
Days To Pay	**Weekly**	**Bi-weekly**	**Monthly**	**Payment Method**
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)	**$0.0000**	$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

Negative numbers in parentheses in the matrix above indicate a decrease (per gallon) to the cost-plus fuel markup proposed in quoted pricing, (representing a smaller cost-plus mark-up) or a larger discount rate for applicable retail minus pricing of alternative/evolving fuels. For a Customer opting to receive the Retail based pricing option with volume discount the negative number represents a discount off of the retail price, which shall be applied at transaction level before the proposed volume discount rebate quoted in sub-article 2.1.7.

Example (Cost-plus approach)

a) **Example of More Frequent Billing or Shorter Terms**. 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 quoted in sub-article 2.1.1.

b) **Example of Less Frequent Billing or Longer Terms.** 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 sub-article 2.1.1. So, a positive number in the Matrix indicates an increase to the cost-plus fuel margin quoted (representing a larger cost-plus markup or "Adder").

Example (Retail Price with Volume Discount approach)

a) **Example of More Frequent Billing or Shorter Terms**. The Weekly billing, Net 4 Day payment option offers an **extra 1 cent per gallon discount ($0.010)**, over and above the volume discount amount quoted in sub-article 2.1.7. In this case the station's retail price will be discounted by the 1 cent per gallon, then the volume discount shall apply.

b) **Example of Less Frequent Billing or Longer Terms.** The Monthly billing, Net 30 Day payment option, requires a **reduction to the discount/rebate of 1.75 cents per gallon ($0.0175).** In this case the station's retail price will be increased by the 1.75 cents per gallon, then the volume discount shall apply.

2.1.10 Pricing of Memo Tracking Services for Onsite Bulk Tanks.

FLEETCOR offers and has described in this proposal, a service we refer to as Memo Tracking services for end users operating onsite bulk tanks. A fee per gallon equaling $0.02 (2 cents) shall apply to gallons dispensed and tracked with Memo Tracking Services. Customer owns and maintains island card reader system for this rate. **Memo gallons shall be excluded from gallon reporting and calculations for Admin Fees owed/paid to OMNIA Partners.**

2.1.11 Other Applicable Fees under the Fuelman Fleet Card Program.

FLEETCOR agrees to the following regarding fees for Fuelman Proprietary Fleet Card accounts under the contract:

a) There will be no card fees, no implementation fee, no account setup fee, no transaction fees, and no fees for standard fleet management reports and current optional reports we make available under the Fuelman program.

b) There would be no fee for electronic data interface reporting, and currently we can even establish fuel card data interface to Customer's third party telematics (GPS) vendor's system at no fee. GPS data integration only with approved GPS vendors whom have developed this interface capability with FLEETCOR. Currently, there is no fee for GPS data interface setup and data delivery, however we reserve the right to require one should it become required during the contract term.

c) FLEETCOR understands the difficulties government agencies have with paying late fees and finance charges, which often must comply with complicated local State laws governing interest rates or allowed days to pay before charging interest or late fees. Therefore, as we have done in past for Master Agreement

contract participants, we plan to turn off ordinary Late Fee and Finance Charge settings in the system on the accounts, so these fees will not be incurred.

d) FLEETCOR does reserve the right to charge our standard shipping charges for Expedited (Next Day Air) delivery of card orders, which is $35.00 each.

e) FLEETCOR reserves the right to charge a fee for Print/Mail delivery of Fleet Management Reporting that supports the Invoice/Statement. The standard fee shall be $10.00 for each report printed and mailed. Most customers elect to receive this reporting free of charge via Email or Web logon.

f) FLEETCOR anticipates being able to make available a new dashboard analytics reporting system in near future called OneLook, Our company is already making this service available on the Comdata MasterCard program. Pricing for Fuelman OneLook, when it becomes available shall be free for the first 3 months, then $20.00 per month thereafter.

g) In the near future FLEETCOR anticipates being able to make available a new service we refer to as “Fuel Proximity Controls”, which occurs through two-way real time data interface with approved telematics (GPS) vendors. We have already released Fuel Proximity Controls with the Comdata MasterCard. Fuel Proximity Controls help stop hidden fraud and misuse of cards by stopping transactions when vehicle is not present at a retail location where card use is being attempted. Entry level pricing for Fuel Proximity Controls, when it does become available with the Fuelman Fleet Card, shall be $2.00 per vehicle on the account receiving Fuel Proximity Controls. This fee may be negotiable depending on the number of vehicles a participating Public Agency would want to enroll for Fuel Proximity.

2.1.12 How Customers Verify They are Receiving Rebates or Incentives.

Upon request, FLEETCOR account manager or government relationship manager will work with a Participant and train them on this aspect or task. Typically, it would be done using transaction data files or upon request by client, FLEETCOR internal query/ reporting tools at our disposal to verify Customer is receiving the appropriate cost-plus pricing, discounts or rebates, and any other incentives. Upon request we can also provide Retail Price in customers transaction files being delivered, and Tax rate information is in transaction data files to customers, helping to verify pricing or savings being realized.

- Additionally, for easier price reconciliation or verifying of OPIS cost-plus pricing, we have submitted an optional pricing methodology under sub-article 2.1.5, which we refer to as “Fixed Rack Pricing” or “OPIS Average Pricing”. Fixed Rack Pricing does allow for easier reconciliation or verifying of price since pricing is tied to a single Rack City for gasoline and diesel, using a specific OPIS Rack Price for the rack city wholesale supply point such as “Rack Average”, or “Branded Average”. With Fixed Rack Pricing the markup is adjusted to include all freight so that varying freight rates from one station to another is removed from the calculations, making it easier for customer to reconcile and verify price. Please see sub-article

2.1.5 for further explanations regarding Fixed Rack Pricing approach.

2.1.13 How Future Product Introductions will be priced and align with Contract pricing proposed.

FLEETCOR may introduce new products or services from time to time, and we would like to have a way to offer those products or services to participants under the Master Agreement. Generally, the product or service would be offered for some sort of fee, such as a flat monthly fee, or a per card or per vehicle fee. Our suggestion would be if or when we release new products, that we have the ability to amend the contract to allow for the added products or services with a fee schedule that would apply for any customers that desire to receive that service or functionality.

2.1.14 Not to Exceed Pricing (Fuelman Proprietary Card)

We have provided our pricing explanations in the sections above. The pricing quoted is “Not to Exceed” Pricing.

2.2 Comdata MasterCard Fleet Card Pricing.

The options for pricing and explanations of pricing details for the Comdata MasterCard Fleet Card offered in this proposal are provided in sub-articles below.

2.2.1 Comdata MasterCard Retail Based Pricing with Volume-Based Rebate.

Pricing and Rebates

a. Price for fuel products purchased by Customer will be equal to retail pump price at the card accepting merchant location (credit price where applicable).
b. Tax Exempt billing (stripping of federal motor fuel excise tax amounts out of the retail amount) will be provided to eligible Public Agencies, provided the appropriate signed tax certificate has been signed and returned to Comdata.
c. The rebate percentage shall apply to all MasterCard Network processed transactions.
d. The spend threshold and rebate shall apply to both Fuel and Non-Fuel purchases. Applicable rebate percentage multiplied times the invoiced Monthly Spend.
e. Rebates are net of any charge backs or credit losses, and any transactions in the Comdata proprietary network.
f. Customer shall be eligible for rebates as illustrated below through a volume-based rebate (tiered volume table).
g. Unless otherwise agreed in writing between Customer and Comdata, volume rebate tiers are applied at the Billing Account Code level.
h. We are quoting rebates for two different Payment Terms however both are for Monthly Billing Frequency. We will give Customer an option for the two payment terms offers. Payment terms are subject to credit approval by Comdata credit department. If credit mandates more frequent billing arrangement or shorter terms, the larger rebate option quoted below will be used.

Tier Threshold (in Monthly Spend $)	Monthly Billing with Net 15 Days to Pay Rebate % and Basis Points	Monthly Billing with Net 30 Days to Pay Rebate % and Basis Points
$0 – $100,000	1.00% (100 bps)	0.70% (70 bps)
$100,001 - $300,000	1.25% (125 bps)	0.95% (95 bps)
$300,001 and greater	1.55% (155 bps)	1.25% (125 bps)

2.2.2 Additional Discounts at Retail Savings Network Locations.

Retail Savings Network Discounts

Customers will earn additional pre-negotiated discounts at approximately 25,000 locations that participate in our Retail Savings Network. This includes stations in our Comdata Fuel Consortium and participating Fuelman Discount Network locations.

Retail Savings Network Discounts vary by station. Customers typically earn discounts averaging 2 to 3 cents per gallon on gallons purchased at these locations. These discounts are significant, consider:

- If discount averages 3 cents per gallon, using recent nationwide average retail price ($3.15), the discount equals 0.94% (94 bps).
- If discount averages 2 cents per gallon, using recent nationwide average retail price ($3.15), the discount equals 0.64% (64 bps).
- So, depending on the average discount received, the added RSN savings increases the overall savings as percent of Retail Price by as much as 64 to 94 bps at RSN locations. And, the percentage is larger when retail fuel prices decrease.

2.2.3 Cash Price Savings on Diesel at Proprietary Comdata Direct Network.

When purchasing diesel fuel at the high-speed diesel lanes at truck stops in our Proprietary Comdata Direct Network, if the truck-stop posts “Cash Price” versus “Credit Price”, Customers will receive the Cash Price (unless a negotiated merchant funded discount price is in place with the truck stop chain). In cases where this applies, the Cash Price usually saves between 5 and 8 cents per gallon. So, with the Comdata Direct Network diesel gallons, there is significant savings receiving the “Cash Price”.

Furthermore, Comdata agrees to waive its ordinary transaction fees that normally apply to transactions at Proprietary Comdata Direct Network locations.

2.2.4 Pricing of Terminal Fuel Tracking Services for Onsite Bulk Tanks.

Comdata offers and has described in this proposal, a service we refer to as “Terminal Fuel” tracking. A fee per transaction equaling $0.25 shall apply to transactions dispensed through automated onsite equipment processing through our proprietary Comdata Network. Customer owns and maintains island card reader system for this rate. **Terminal Fuel tracking gallons shall be excluded from spend reporting and calculations for Admin Fees owed/paid to OMNIA Partners.**

2.2.5 Other Applicable Fees under the Comdata MasterCard Fleet Card Program.

Comdata agrees to the following regarding fees for Comdata MasterCard Fleet Card accounts under the contract:

a) There will be no card fees, no implementation fee, no account setup fee, no transaction fees, and no fees for standard and tax exempt billing reports, Quick Reports we make available through our online iConnectData system, or reports we can schedule for delivery from our Business Intelligence (BI) Library of Reports.

b) There would be no fee for electronic data interface reporting, and currently we can even establish fuel card data interface to Customer's third party telematics (GPS) vendor's system at no fee. GPS data integration only with approved GPS vendors whom have developed this interface capability with FLEETCOR/Comdata. Currently, there is no fee for GPS data interface setup and data delivery, however we reserve the right to require one should it become required during the contract term.

c) Should delinquent payment occur, Comdata reserves the right to charge Late Fee or Finance Charge which shall not exceed amounts allowed by applicable State law.

d) Comdata MasterCard standard shipping method for cards is 2nd Day Air. Expedited Next Day Air is available, however Comdata does reserve the right to charge for Expedited (Next Day Air) delivery of card orders. The following fees will be applied to all overnight MasterCard card orders that are shipped to the same address:
   - 1-5 cards* = $10
   - 6-10 cards* = $15
   - 11+ cards* = $15 + $1 for each additional card

e) Comdata offers a new dashboard analytics reporting system called Comdata OneLook[1]. Pricing for OneLook shall be Free for the first 3 months, then $20.00 per month thereafter.

   [1] Data in OneLook dashboard reporting shall be before tax exemptions.

f) Comdata offers FleetAdvance, a Price Optimization reporting and online portal tool. Access to FleetAdvance shall be provided for $20.00 per month

g) Comdata offers a new service we refer to as "Fuel Proximity Controls", which occurs through two-way real time data interface with approved telematics (GPS) vendors. Fuel Proximity Controls help stop hidden fraud and misuse of cards by stopping transactions when vehicle is not present at a retail location where card use is being attempted. Entry level pricing for Fuel Proximity Controls shall be $2.00 per vehicle on the account receiving Fuel Proximity Controls. This fee may be negotiable depending on the number of vehicles a participating Public Agency would want to enroll for Fuel Proximity.

2.2.6 How Customers Verify They are Receiving Rebates or Incentives.

With Comdata MasterCard, pricing is always based on the Retail Amount, less federal excise tax exempt dollars for qualifying tax exempt accounts. Rebates can be easily calculated by taking the total dollar amount of the fuel purchased (MasterCard Network Processed Transactions only and excluding proprietary Comdata Direct Network transactions), then multiply times the Rebate percentage in the contract.

- The quoted rebate does not apply to proprietary Comdata Direct Network transactions. We have explained in the response that the Comdata MasterCard operates dual rail, meaning that if the card is used at the high-speed diesel lanes at truck stops in our proprietary Comdata Network, or at certain unattended card lock locations in our proprietary Comdata Network, the transaction processes directly to Comdata, bypassing MasterCard. Cash Price versus Credit Price savings are typically earned (most truck stops charge higher price for use of Credit Card at high speed diesel lanes), however a rebate on these transactions does not apply. With the proprietary Comdata Network, the truck stops agree to pass the Cash Price to Comdata, so clients automatically receive the Cash Price savings when the location has an upcharge.
- If a client needs assistance with verifying the rebate is accurate, we will offer assistance for this through either an account manager or government relationship manager assigned to help OMNIA contract participants.

2.2.7 How Future Product Introductions will be priced and align with Contract pricing proposed.

Comdata may introduce new products or services from time to time, and we would like to figure out a way to offer those products or services to participants under the Master Agreement. Generally, the product or service would be offered for some sort of fee, such as a flat monthly fee or a per card or per vehicle fee. Our suggestion would be if or when we release new products, that we have the ability to amend the contract to allow for the added product or service with a fee schedule that would apply for any customers that desire to receive that service or functionality.

- NOTE REGARDING FUTUR EV PROGRAM UNDER DEVELOPMENT: One area currently evolving is fleet electrification - Electric Vehicle (EV) charging payments. Our company is piloting programs under development to provide expanded services to customers with electric vehicles. This will likely result in a program we refer to as “Connected Vehicle” services. Though there would be no fee to use the Comdata MasterCard to pay for EV charging purchase, we anticipate that there will be a fee per vehicle enrolled in a Connected Vehicle reporting services program. It is too early to quote the fee per vehicle. When this product is fully released and available to all customers, we will want to amend the Master Agreement for the fees that would be required to receive this extremely important reporting service for Public Agency customers.

2.2.8 Not to Exceed Pricing (Comdata MasterCard).

We have provided our pricing explanations in the section above. The pricing quoted is "Not to Exceed" Pricing. With the Comdata MasterCard, we assume Not to Exceed means the Rebate could end up being higher (larger savings to Customer), yet not lower rebate percentage than what has been quoted.

2.3 AssetWorks TripCard MasterCard Fleet Card Pricing.

Rebates on the Value Add card program in our proposal, the AssetWorks TripCard MasterCard, shall be different than the quoted rebates on Comdata MasterCard.

- Note: TRIPCard accounts would still be eligible for Retail Savings Network Discounts as described for Comdata MasterCard, only the rebate would be different as quoted below.
- Note: Additional license and service fees from AssetWorks may apply. Please reach out to your AssetWorks' Account Manager or email communications@assetworks.com for more information.

2.3.1 Rebates quoted for AssetWorks TRIPCard MasterCard.

Pricing and Rebates

a. Price for fuel products purchased by Customer will be equal to retail pump price at the card accepting merchant location (credit price where applicable).
b. Tax Exempt billing (stripping of federal motor fuel excise tax amounts out of the retail amount) will be provided to eligible Public Agencies, provided the appropriate signed tax certificate has been signed and returned to Comdata.
c. The rebate percentage shall apply to all MasterCard Network processed transactions.
d. The spend threshold and rebate shall apply to both Fuel and Non-Fuel purchases. Applicable rebate percentage multiplied times the invoiced Monthly Spend.
e. Rebates are net of any charge backs or credit losses, and any transactions in the Comdata proprietary network.
f. Customer shall be eligible for rebates as illustrated below through a volume-based rebate (tiered volume table).
g. Unless otherwise agreed in writing between Customer and Comdata, volume rebate tiers are applied at the Billing Account Code level.
h. We are quoting rebates for two different Payment Terms however both are for Monthly Billing Frequency. We will give Customer an option for the two payment terms offers. Payment terms are subject to credit approval by Comdata credit department. If credit mandates more frequent billing arrangement or shorter terms, the larger rebate option quoted below will be used.

Tier Threshold (in Monthly Spend)	Monthly Billing with Net 15 Days to Pay Rebate % and Basis Points	Monthly Billing with Net 30 Days to Pay Rebate % and Basis Points
$0 – $100,000	0.25% (25 bps)	0.00% (00 bps)
$100,001 - $300,000	0.50% (50 bps)	0.20% (20 bps)
$300,001 and greater	0.80% (80 bps)	0.50% (50 bps)

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TAB 3 – PERFORMANCE CAPABILITY (Response to OMNIA Partners documents)

Pages in this section contain detailed response to Appendix D, including responses to Exhibit A, OMNIA Partners Response for National Cooperative Contract.

Article 3.0 Item b) i. - SUPPLIER RESPONSE to Appendix D, Exhibit A – Response for National Cooperative Contract).

RFP Specification:

Under b) Performance Capability, Item I (page 15).

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Under Appendix D, Exhibit A, section 3.0 SUPPLIER RESPONSE (page 37)

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

FLEETCOR Response:

In Articles and sub-articles below, FLEETCOR provides responses to the items requested under Section 3.0 SUPPLIER RESPONSE. We have copied into this document the paragraphs written in section 3.0, followed by our responses.

Article 3.1 Company.

3.1.A. Brief History.

RFP Specification:

A. Brief history and description of Supplier to include experience providing similar products and services.

FLEETCOR Response:

Brief History of FLEETCOR

- Founded in 2000
- Predecessor company founded: 1986
- Current CEO and Chairman (Ron Clarke) took position as CEO in 2000. In that year the company re-domesticated and become a Delaware corporation, moved headquarters to the North Atlanta area.

- The original predecessor company operated the Fuelman Fleet Card Network, which had expanded through selling licensee-operated territories throughout the U.S.
- In early 2000's, after a capital raise from private equity firm Summit Investment Group, the company began to acquire back and consolidate the majority of its former Fuelman licensees, so these markets became direct-operated Fuelman Fleet Card markets of FLEETCOR.
- From 2005 – 2008 the company received additional private equity investment from firms like Bain Capital and Advent International.
- With private equity infusion of capital, the company moved forward with strategic acquisitions, including acquiring companies in the Fleet Card space in Europe such as Key Fuels in U.K. (2005) and CCS in Czech Republic (2006).
- In 2009 FLEETCOR acquired CLC Group, Inc., which was FLEETCOR's entrance into the lodging payments business (CLC CheckINN Card).
- In 2005 FLEETCOR forged a relationship with Comdata, to offer universally accepted MasterCard fleet card programs with Fuelman branding. FLEETCOR and Comdata operated the card program together in this relationship.
- In December 2010 FLEETCOR Completed an Initial Public Offering (IPO), going public on the New York Stock Exchange under the symbol FLT.
- After the IPO, strategic acquisitions continued, for example including but not limited to the following:
  - Effectivale, a fuel card and food voucher business in Mexico was purchased in 2011,
  - Allstar Business Solutions, Limited, a fleet card company based in the United Kingdom was also purchased in 2011.
  - In 2012 FLEETCOR acquired Brazilian company CTF, which provides fuel payment processing services and in 2013 we acquired other complimenting companies in Brazil (VB and DB).
  - In 2013 FLEETCOR acquired GE Capital Australia's Fleet Card business in Australia and a company called CardLink in New Zealand.
  - In 2014 FLEETCOR acquired Pacific Pride (PacPride), a U.S. fuel card business and cardlock network.
  - In 2014 and 2015, FLEETCOR completed acquisitions of Shell portfolios related to our fuel card business in Europe.
  - In November 2014, FLEETCOR acquired Comdata Inc. ("Comdata"), which was headquartered in Brentwood, TN. Comdata is a leading business-to-business provider of innovative electronic payment solutions. As an issuer and a processor, Comdata provides fleet (including MasterCard fleet multi-card), payroll cards, virtual cards, corporate payments, and gift card solutions.
  - In August 2016 FLEETCOR acquired Serviços e Tecnologia de Pagamentos S.A. ("STP"). STP is an electronic toll payments company in Brazil and

provides card-less fuel payments at a number of Shell sites throughout Brazil. The purpose of this acquisition was to expand our presence in the toll market in Brazil.

- In August 2017 FLEETCOR acquired Cambridge, a leading business to business (B2B) international payments provider. This acquisition positions FLT to better assist business clients in making international payments and expands our corporate payments footprint.
- In 2019 FLEETCOR acquired SOLE Financial, a payroll card provider and in 2019 our Comdata subsidiary leveraged this business to release a new digital payment solution we call Fintwist. Fintwist gives employees a better way to get paid, make payments, send money to friends and more, all within a highly secure digital payment solution.
- In 2019 FLEETCOR acquired Nvoicepay, a leader in Full AP Automation software. Nvoicepay's business-to-business payment platform allows customers to pay 100% of their supplier invoices electronically.
- In January or 2021 FLEETCOR acquired Roger, a global accounts payable (AP) cloud software platform for small businesses. The acquisition will extend FLEETCOR's portfolio of accounts payable automation solutions to small businesses, helping them automate their manual payment processes.
- In June of 2021 FLEETCOR completed the acquisition of Associated Foreign Exchange (AFEX), an international cross-border payments provider. AFEX delivers global cross-border payment solutions that help small- and medium-sized businesses (SMBs) break down currency barriers to facilitate international growth. By acquiring AFEX, FLEETCOR builds upon its corporate payments line of business and strengthens its position as one of the largest global business payment companies in the world.

- In June of 2018 FLEETCOR became an S&P 500 company (included in the S&P 500 Index).
- In June of 2021 FLEETCOR launched a new go-to-market brand called Corpay whereby all of our existing Corporate Payments brands have been consolidated into this new brand. The brands included in the consolidation are AFEX, Cambridge Global Payments, Comdata Corporate Payments, Nvoicepay, and Roger.

ABOUT OUR COMDATA BUSINESS IN NORTH AMERICA

- Founded in 1969
- Comdata is registered as a member service provider with Mastercard through sponsorship by Mastercard member banks in both the U.S. and Canada.
- Our Comdata business is the #1 MasterCard Fleet issuer in North America, MasterCard's #2 large market issuer, and #7 US commercial card issuer.
- Our Comdata business is the industry leader in providing payment solutions for the Over the Road (OTR) transportation sector. The company began by

offering payment programs for the trucking industry such as ComCheck and the Comdata proprietary fleet card.

- In 2000 Comdata forged a relationship with MasterCard to develop and offer Comdata MasterCard Fleet Card, which utilizes the MasterCard network to provide universal acceptance, but processes through Comdata's proprietary HOST system (closed-loop). We are the card issuer (through bank sponsorship by Regions Bank in the U.S) and the processor.
- The Comdata MasterCard is the chosen fleet card solution for many companies operating some of the largest fleets in the U.S. The solution works for companies large and small, mixed fleets (gasoline, diesel, alternative fuels) or OTR.
- As a subsidiary of FLEETCOR, Comdata has continued to develop tremendous payment products and technology for the OTR segment, such as the Comdata OnRoad Card with highly rated OnRoad mobile app for cardholders, and virtual ComCheck program allowing digital payments by cardholders to service providers or Peer-to-Peer (P2P) payments. Our programs provide companies excellent technology solutions for handling payments to OTR drivers, and providing unmatched convenience to Drivers for managing miscellaneous payments while doing their jobs.
- In 2019 into 2020, Comdata developed and began offering Fuel Proximity Controls, leveraging the technology and data from GPS providers with Fuel Card. First came data integration with special alert reporting by GPS vendors, followed by real-time, two-way transaction controls based on vehicle proximity to fueling location and tank capacity. Fuel Proximity Controls enable clients to virtually eliminate hidden fraud (vehicle not at fueling location).
- Our Comdata business includes a successful and fast-growing Corporate Payments division, offering business payments services such as ePayables solutions, virtual card, multi-card MasterCard (i.e. purchasing card, T&E card), and Pay-for-You. This Corporate Payments division is part of our Corpay brand.

3.1.B. Number of Salespersons.

RFP Specification:

B. Total number and location of salespersons employed by Supplier.

FLEETCOR Response:

Legend for FLEETCOR Abbreviations describing the sales organization:

- "NAF" = North America Fuel
- "SMB" = Smaller Market Business
- "NAL" = North America Local (line of business)
- "NAP" = North America Partner (line of business)
- "NAT" = North America Trucking

In table below, we provide a breakdown of the number of sales personnel FLEETCOR has selling in our North America Fuel business:

Where in our Business are Salespeople	# of Staff
NAF Large Fleet Sales	25
SMB Field Sales	50
NAL / NAP Outbound and Inbound Sales	131
NAT Outbound and Inbound Sales	65
TOTAL	**271**

3.1.C. Number and Location of Support Centers, Location of Corporate Office.

RFP Specification:

C. Number and location of support centers (if applicable) and location of corporate office.

FLEETCOR Response:

We have three primary Locations for support centers.

- Nashville Tennessee offers Tier II and after hours support for our Fuel Clients, Merchants and Cardholders.
- Guadalajara Mexico offers standard hours of operation support for Fuel Clients, Cardholders and Merchants.
- We have some support in Makati City Manilla primarily for over the road transaction support.

The FLEETCOR Corporate Headquarters office address is:

3280 Peachtree Rd, Suite 2400
Atlanta, GA 30305

The Comdata primary office location is:

5301 Maryland Way
Brentwood, TN 37027

3.1.D. Annual Sales for Three Previous Fiscal Years, and Submit a Dunn & Bradstreet Report.

RFP Specification:

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

FLEETCOR Response:

In table below, we provide FLEETCOR's Net Revenue for the three most recent fiscal years. We are providing to you the Net Revenue that FLEETCOR reports in its annual 10-K filings. We do not report "Sales", we report Net Revenue, which is explained in our annual reports that are available to the public, either through the SEC or at the Investors page of our corporate website www.fleetcor.com.

	Year Ended December 31,		
	2020	2019	2018
Revenues, Net	$ 2,388,855,000	$ 2,648,848,000	$ 2,433,492,000

FLEETCOR's FEIN is: 72-1074903, and since FleetCor Technologies Operating Company, LLC (subsidiary that operates and offers to you the Fuelman Fleet Card program) is a single owner limited liability company, then the LLC has the same FEIN.

Our Comdata, Inc. subsidiary has its own FEIN, which is 46-2841258.

Due to the length of the report, behind EXHIBIT 3 we provide a copy of FLEETCOR's Dunn & Bradstreet Report requested.

3.1.E. Describe any Green or Environmental Initiatives or Policies.

RFP Specification:

E. Describe any green or environmental initiatives or policies.

FLEETCOR Response:

Please refer to FLEETCOR's 2020 Corporate Responsibility & Sustainability Report, which we have included as EXHIBIT 4 to this response

FLEETCOR offers a Value Add program that Public Agencies can utilize, which we call the Clean Advantage Program. FLEETCOR has partnered with GreenPrint and the Arbor Day Foundation to offer this program to help clients "Go Green".

Businesses and governments across the United States are taking steps to do something about their fleet's CO2 emissions. With this in mind, in partnership with

GreenPrint and The Arbor Day Foundation, we have developed The Clean Advantage Program - a turnkey sustainability program aimed at both reducing our customer's fleet emissions and improving the communities in which they do business. Learn more at www.CleanAdvantageProgram.com



The Clean Advantage Program automatically calculates our enrolled customer's fleet CO2 emissions and will reduce them by up to 100% through proportionate investments in certified carbon offset projects that sequester CO2 from the atmosphere. This makes their vehicles the cleanest on the road – even cleaner than electric and CNG vehicles! To accomplish this ambitious goal, the Clean Advantage Program makes real, certified, and verifiable investments in many projects that not only reduce CO2, but also develop sustainable energy solutions, help to provide habitats for wildlife, clean landfills, and develop local parks.

- ❖ Read more about Clean Advantage in our Value Add response behind TAB 5.

3.1.F. Describe any Diversity programs.

RFP Specification:

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

FLEETCOR Response:

Although we do have relations with diverse companies that market co-branded Comdata cards, we have elected to not include or attempt to price one of these card programs in this response. The rebate would definitely be lower because a portion of the interchange earned on the transactions would need to be retained by the Diversity vendor. The contracts and terms and conditions negotiated would need to be with that Diversity vendor. There is just too little time to incorporate a proposal from a Diversity

vendor in this response. Technically, we would be the subcontractor for the Diversity vendor under such a contract.

3.1.G. Indicate if Supplier holds any of the Below Certifications.

RFP Specification:

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

FLEETCOR Response:

We have copied each certification item below and answered here

a. Minority Women Business Enterprise
☐ Yes ☒ No
If yes, list certifying agency: n/a

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No
If yes, list certifying agency: n/a

c. Historically Underutilized Business (HUB)
☐ Yes ☒ No
If yes, list certifying agency: n/a

d. Historically Underutilized Business Zone Enterprise (HUBZone)
☐ Yes ☒ No
If yes, list certifying agency: n/a

e. Other recognized diversity certificate holder
☐ Yes ☒ No
If yes, list certifying agency: n/a

3.1.H. List any Relationships with Subcontractors or Affiliates Intended to be Used when Providing Services.

RFP Specification:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

FLEETCOR Response:

FLEETCOR's use of subcontractors would typically be limited to customers that desire "Consigned Fuel Services" under the contract. However, we also utilize what we refer to as "Fulfilment Vendors" for providing certain technology or card production fulfilment services provided. Below, we provide a list of both Sub-Contractors and Fulfilment Vendors.

Sub-Contractors List.

Mansfield Oil Company (as Fuel Supplier Subcontractor)

Mansfield Oil Company of Gainesville, Georgia
1025 Airport Parkway SW
Gainesville, GA 30501
Primary Contact Person: Josh Young, Strategic Account Consultant
Phone: 678-450-2323
Email: jyoung@mansfieldoil.com
Website: www.mansfieldoil.com

Work to Be Performed by Mansfield Oil Company

To provide consigned fuel inventory services at Customer owned bulk tank locations and at other potential Customer-owned locations for participants under this contract, FleetCor will utilize the services of Mansfield Oil Company of Gainesville, Georgia (herein "Mansfield Oil"). Mansfield Oil is a very reputable, nationwide petroleum supplier that FleetCor works with in most markets. Mansfield has vast petroleum supply resources as it purchases for resale, petroleum from virtually every available refiner in the country.

- Mansfield currently owns the consigned fuel inventory at certain Customer owned locations where Customers are utilizing the Region 4 ESC / OMNIA Partners contract and where they desired Consigned Fuel Services as provided for under prior similar RFP and contract.
- Mansfield is very knowledgeable of these Customer-owned tanks and related equipment. In most cases, Mansfield has interfaced via cellular data plan or analog phone connection to most all automatic tank gauge systems owned by Customers served, so that they can remotely monitor fuel inventories for sake of delivery scheduling (not for environmental compliance).

Mansfield Oil is not a minority owned company nor is it WBE or DBE.

Technology or Fulfillment Vendors List.

FleetCor shall use various technology or fulfillment vendors in the performance of its services for the Region 4 ESC/OMNIA Partners contract. Note we refer to them as "fulfillment vendors" and not "subcontractors". In the paragraphs that follow the fulfillment vendors are identified along with their current mailing addresses and a description of the scope and portions of the work the fulfillment vendors will perform.

DATAMATX - for Report Production, Printing, Delivery, Archiving

DATAMATX
3146 Northeast Expy NE
Atlanta, GA 30341
http://www.datamatx.com

This fulfillment vendor shall provide custom print production and U.S. Mail delivery solutions for FLEETCOR's standard fleet reporting. DATAMATX also provides Email delivery and with customer's desiring fax delivery of our standard Fleet Management reporting. DATAMATX trademark motto is *"Where Business Goes to Print its Bills™*.

DATAMATX helps FLEETCOR provide a total reporting and bill distribution solution. This fulfillment vendor helps FLEETCOR with custom design of reports, thorough programming and testing the applications for creating and archiving the fleet reporting for customers to access reports via the FLEETCOR online system, as well as print/mail, Email and Fax distribution solutions.

QUALIFICATIONS (as written by DATAMATX)
DATAMATX was established in Atlanta, Georgia in 1976 as a software development and mainframe management company. Later, in response to our clients' evolving needs, our Document Engineering and Laser Printing divisions were created. With the addition of our presort mail processing operation, DATAMATX became a full service print and mail outsourcing company. These origins, combined with our ever-increasing experience in application programming, have enabled DATAMATX to develop capabilities unlike those of other companies in the print and mail industry. We currently have 13 software engineers on staff to coordinate with clients to produce financial documents of quality presentation and highly customized processing capabilities.

With over 125,000 square feet of office and production space and more than 150 associates in Atlanta, Georgia, Phoenix, Arizona and our newest facility in Richmond, Virginia; and the most advanced technology available, we are able to provide our clients with national coverage and single source accountability.

Quality Technology Services - for Data center Services

Quality Technology Services (QTS)
300 Satellite Blvd. NW
Suwanee, GA 30024
Phone: 678.835.5007
Website: http://www.qualitytech.com/

For Data Center location, data storage, server maintenance and disaster recovery, FleetCor utilizes technology vendor Quality Technology Services (QTS) primary data center located at Suwanee, Georgia where QTS has over 376,000 square feet of data center and office space in the north suburbs of Atlanta.

IDEMIA - for Card Issuance Fulfillment

IDEMIA
US Headquarters:
11951 Freedom Drive Suite 1800
Reston, VA 20190
Phone: 703.775.7800
Website: www.idemia.com
To learn more about IDEMIA's payment card personalization services provided:
https://www.idemia.com/payment-card-personalization-center-virtual-tour

IDEMIA provides card production (embossing/encoding), secure vault storage of card inventory, warehousing non-secure collateral such as card carriers and welcome packs, matching cards to carriers, fulfillment (packing), and dispatching for shipment of cards. These services are for new and replacement cards to FLEETCOR customers and IDEMIA provides these services for all three card programs being offered in this proposal.

IDEMIA has been personalizing cards for more than 25 years and is trusted by most of the largest financial institutions worldwide. IDEMIA personalizes over 600 million cards per year for its financial institutions & FinTech customers.

With a global footprint of over 30 service centers and local service center partnerships in a further 25+ locations, IDEMIA's service center network serves clients in over 180 countries, combining the strength of a global leader with the proximity of a local partner.

ControlScan - for Secure Payment Gateway devices, software and secure connectivity of on-site card readers used at Consigned Fuel Locations

ControlScan Managed Security Services (a PDI Software company)
250 West Main Street, Suite 3100
Lexington, KY 40507
Phone: (859) 389-8700

This technology vendor provides managed security devices and software providing Secure Payment Gateway (SPG) for processing of Fuelman card transactions occurring at Customer owned consigned fueling locations. As part of the SPG and connectivity service from ControlScan, they provide cellular data plans and modem equipment to process the transactions over a cellular-provider network.

- Please note that when FLEETCOR provides Fuelman consigned fuel services under the contract, we require customers to subscribe with ConstrolScan for SPG and/or cellular connectivity to the Fuelman authorization system.

Mansfield Oil Company - for Comdata MasterCard Tax Exempt Billing (Tax Stripping) and Web Portal for online access to Tax Exempt Billing and Invoices

Mansfield Oil Company of Gainesville, Georgia
1025 Airport Parkway SW
Gainesville, GA 30501

As explained under Article 1, item 1.3), for customers that utilize the Comdata MasterCard, Comdata will perform a tax exempting/tax stripping process to remove allowed exempt federal excise taxes from the Customer's fuel transactions, and to create custom tax-exempt invoices for qualifying exempt clients using the contract. Currently, we utilize a fulfillment vendor (Mansfield Oil) to assist with this task. Tax Exempt invoices and billing reports are typically emailed to registered billing contacts on the accounts. Additionally, we provide a web portal at Mansfield's FuelNet portal, available at the Mansfield website (https://mansfield.energy/), where customers can download reports and invoices.

AssetWorks – for unique data integration to AssetWorks Fleet Focus software and TRIPCard Portal utilizing Comdata Web Services Interface.

AssetWorks LLC
998 Old Eagle School Rd
Suite 1215
Wayne, PA 19087

Derick Shaffer / Product Manager
derick.shaffer@assetworks.com
610.226.2831

3.1.I. Describe how Supplier Differentiates Itself from its Competitors.

RFP Specification:

I. Describe how supplier differentiates itself from its competitors.

FLEETCOR Response:

From a Corporate, Sales and Overall Perspective

- **Company with the Needed Scalable Resources.** FLEETCOR, is one of the largest payments companies in the world, with a reputation for high-growth and proven, scalable models for sales, distribution and product innovation.
- **Long History of Innovation.** Since Comdata's founding in 1969, and FLEETCOR predecessor company's founding in 1986, we have continually made innovations in business-to-business payments and commercial cards. Our strategy is to combine new technology and world-class client support with smart insights that deliver the control, flexibility and reliable spending data our clients need to make the best decisions for their businesses.
- **IT Investment and Technical Staff/Resources.** FLEETCOR invests heavily in IT infrastructure, product development, and innovation. Likewise, we invest heavily in having the IT Staff, programmers, and application support resources to support our card programs and technology.
- **Focused on Building Payment Programs (Systems & Tools).** We focus on building payments programs, not selling products, because we know that spend volume and revenue are not guaranteed just because a contract is signed. And this is where we differentiate ourselves from banks and other card issuers – we invest more time and energy in developing the systems, tools and resources to maximize programs with our clients.
- **In-House Processing and Issuance, Totally on FLEETCOR/Comdata Platform.** We issue cards AND process transactions in-house on our own platform, which creates the ability to offer customized solutions and respond quickly to customer needs without relying on a third-party processor.
- **Dedicated to Keeping Products Current and Competitive.** FLEETCOR is first and foremost a growth driven Commercial Payments organization. Over the past several years, we have grown our payments business consistently outpacing the market. We have continued to invest heavily in products and programs for our core fleet card business. Continued developments and improvements to our Proximity Fuel Controls, development of OneLook data analytics reporting dashboard, development underway of EV Charging Payment Solutions, development of mobile apps including FleetAdvance and OnRoad, and the recent release of Virtual Comchek's are examples of our dedication to these businesses and our fleet client base.

From a Product Perspective (proprietary Fuelman Fleet Card)

Consider the following differentiators, which we explain in greater detail within this response:

- Broad Card Acceptance - meets most customer needs
  - We provide Online and Mobile App Tools for Finding Fueling or Maintenance Acceptance Locations
- Cost-Plus Pricing Capability or Retail-Based Pricing, with Large Savings under either Approach
- Advanced Purchasing Controls including Pump Shut-off
- Enhanced Fraud Management and Continuous Monitoring Solution
- EMV/Chip Card coming soon to Fuelman Fleet Card
- Proximity Fuel Controls coming soon to Fuelman Fleet Card
- Cost Center Accountability (Hierarchy) – Account setup structure tailored to customers needs for accounting administration
- 100% Level 3 Data with Excellent Product Code Accuracy and Tax Reporting
- Best in Class Management Reporting to Support the Billing & Manage the Program
  - Available Optional Management Reporting
- Bulk Fueling Solutions – comprehensive solution called Consigned Fuel Services, or less comprehensive called Memo Tracking Services
- Multi-tiered Account Support
- Expert Implementation and Account Setup
- Online Account Management System
- Card Order Delivery Options – Expedited available

From a Product Perspective (Comdata MasterCard)

- MasterCard® Universal Acceptance (More Fuel Sites) – MasterCard Network provides access to more retail fueling locations than any competing card program. It is difficult to find a retail fueling location that does not accept MasterCard.
- Single Card Platform with Dual Network Processing (MasterCard & Comdata Proprietary)
- Electric Vehicle (EV) Charging Payments and Connected Vehicle Analytics
- Multiple Cost Savings Opportunities
- Flexible Fuel Card Setup Options and Dual Component Authorization. Either Vehicle Card or Driver Card setup, both PIN protected.
- Enhanced Risk Management Solution (Continuous Fraud Monitoring) with

Comdata Alerts & Notifications

- EVM Chip Card Functionality
- Proximity Fuel Controls
- Advanced Purchase Controls with Pump Shut-off Capability
- Level 3 Data
- Enterprise Resource Planning (ERP) Data Integration and Web Services
- Comprehensive Online Account Management System (iConnectData.com)
- Comprehensive Reporting Capability
  - Reporting includes Comdata OneLook Enhanced Dashboard Data Analytics Reporting
- Price Optimization Tools for Continuous Improvement of Savings
- Bulk Fuel Automation and Tracking Solutions
- Mobile Fueling Solution
- Multi-Tiered Account Support
- Beyond Fuel, Expense Control on One Integrated Platform

3.1.J. Describe any Present or Past Litigation or Bankruptcy.

RFP Specification:

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

FLEETCOR Response:

FLEETCOR is subject to claims and a number of judicial and administrative proceedings considered normal in the course of our current and past operations, including employment-related disputes, contract disputes, intellectual property disputes, government inquiries, investigations, audits and regulatory proceedings, customer disputes and tort claims.

It is management's opinion that the final disposition of pending proceedings will not, considering the merits of the claims and based upon the facts and circumstances currently known, have an adverse effect on FLEETCOR or Comdata's ability to perform and deliver the products/services we offer.

On December 20, 2019 the FTC filed a lawsuit in the Northern District of Georgia against FLEETCOR and CEO Ron Clarke. See FTC v. FleetCor Technologies, Inc. and Ronald F. Clarke, No. 19-cv-05727 (N.D. Ga.). The complaint alleges the Company and Clarke violated the FTC Act's prohibitions on unfair and deceptive acts and practices. The complaint seeks among other things injunctive relief, consumer redress, and costs

of suit. The Company continues to believe that the FTC's claims are without merit. Additionally, please refer to a press release FLEETCOR released 12/20/2019, which is available at www.fleetcor.com at the INVESTORS page of the website under PRESS RELEASES, entitled "FLEETCOR Reinforces Commitment to Customer Transparency". The press release contains our statements regarding the lawsuit.

3.1.K. Felony Conviction Notice.

RFP Specification:

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

FLEETCOR Response:

FLEETCOR is a publicly held corporation and this reporting requirement is not applicable.

3.1.L. Describe any Debarment or Suspension Actions.

RFP Specification:

L. Describe any debarment or suspension actions taken against supplier

FLEETCOR Response:

FLEETCOR has no debarment or suspension actions to disclose.

Article 3.2 Distribution, Logistics.

3.2.A. Describe the Full Line of Products and Services Offered.

RFP Specification:

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

FLEETCOR Response:

FLEETCOR is offering the following fleet card programs through this RFP response:

- **Fuelman Fleet Card** - A proprietary fleet card network solution
- **Comdata MasterCard** - A universally accepted fleet card solution

Additionally, as a Value Add Card Program Option, we are offering:

- **AssetWorks TripCard MasterCard** - A universally accepted fleet card solution identical to Comdata MasterCard with added benefit of a built-in data interface to AssetWorks Fleet Focus and the AssetWorks TripCard portal for managing the card program

On pages and designated sections below, we describe the full line of products and services for Fuelman Fleet Card and Comdata MasterCard.

For the AssetWorks TripCard MasterCard (a Value Add solution), the card performs and functions essentially identical to the Comdata MasterCard, so we are not providing the same complete reiteration of services. However, behind TAB 5 Value Add section, we provide some additional information about the TRIPCard Portal, which AssetWorks has developed for its customers to administer the TRIPCard, within the AssetWorks Fleet Focus software system that AssetWorks sells.

3.2.A-1 Fuelman Fleet Card Program

Fuelman®



The Fuelman Fleet Card (Public Sector branding shown right), is FLEETCOR's proprietary fleet card we are providing to participating agencies as incumbent bidder under similar RFP and Contract (#R161501).

Fuelman has for decades been the chosen preference of participating public agencies using the Region 4 ESC contract through two prior contract terms originally with TCPN, then National IPA and OMNIA Partners. The card program provides the following key features and benefits:

Broad Card Acceptance - Fuelman Network Overview

The Fuelman Network includes:

- Approximately 50,000 fueling sites in the U.S. and growing
- More than 37% of all diesel sites in the U.S. (~33,000) accept Fuelman.
- More than 11,000 diesel sites in U.S. can accommodate 18 Wheel (large rig) vehicles.
- More than 4,500 Fuelman acceptance sites in the U.S. are considered "Truck Stops" and our network includes Pilot and Flying J Travel Centers, TravelCenters of America (TA), Petro, and Love's Travel Stop locations.
- **Brand-wide Acceptance.** The Fuelman network offers brand-wide acceptance at these recognizable brands.
- **Chain-wide acceptance with Large Operators.** The Fuelman network offers acceptance with virtually all the merchants shown below. If certain chains are not totally enabled, we generally have ability to quickly add acceptance:

- **Stations representing virtually all major fuel brands accept Fuelman.** We have POS Network Integration with most majors, for easy adding of sites with single station operators or regional convenience store chains.
  - **Major Brands have Network Integration.** All major brands shown below, support our card program through network integration (pay-at-pump). You will find many of these branded stations accept Fuelman today as we have arranged acceptance directly with local station operators marketing these brands. We can easily add additional branded locations with owner/operators or regional chains using their existing integrated POS systems (subject to merchant's acceptance of Fuelman Network terms and conditions).



  - **With Unbranded Locations.** Fuelman has network integration with virtually all credit card processors that manage card acceptance systems for unbranded retailers. Tens of thousands of unbranded stations accept the Fuelman card today and if they don't, chances are it can be easily turned on through their processor (subject to merchant's acceptance of Fuelman Network terms and conditions).

Maintenance Network and Roadside Assistance.

- Use the Fuelman Fleet Card to pay for vehicle maintenance purchases. Cards can be established to either allow or not allow maintenance services.
- More than 25,000 vehicle maintenance retail locations in the U.S. accept Fuelman.
- Many major maintenance brands in the U.S. accept Fuelman including:

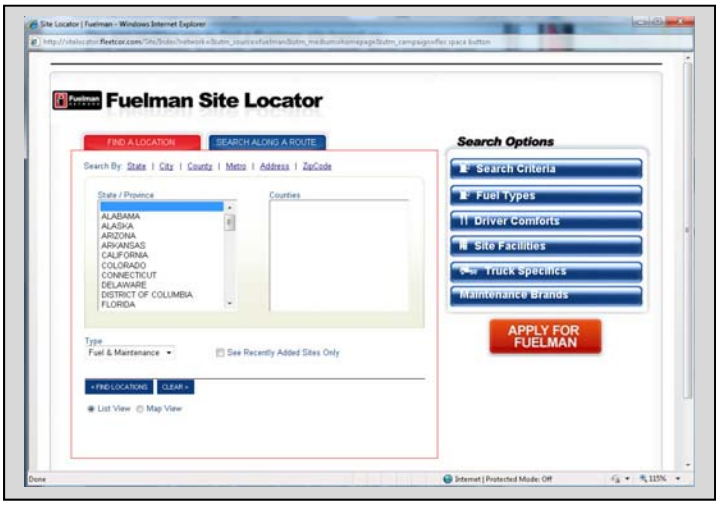
- **Roadside Assistance.** Fuelman offers a 24 Hour Roadside Assistance program. We have partnered with National Automobile Club to offer this program.
  - Cardholders can call 1-888-242-7280 to request assistance.
  - Services offered include: Lock Outs, Towing Service, Tire Changes, Fuel Delivery, Battery Service, Mechanical First Aid.
  - No out-of-pocket expenses to drivers
  - No monthly fees, you only pay when services are provided.

Tools for Finding Fuelman Network Locations

We offer the tools described below to help drivers or fleet administrators locate Fuelman acceptance locations.

Fuelman Web-based Site Locator.

FleetCor provides an enhanced Fuelman Site Locator tool at www.fuelman.com.



- The site locator is open to the public so no User Logon or Password is required. Drivers with access to a computer and the internet have complete ability to access the website and find locations, create listings and maps.
- The web user can perform the following tasks at the Site Locator:
  1. View, Print, Download and Save Site Listings by State, City, County or Metro Area.
     - The web user has a choice of either “Map View” or “List View”.
  2. Downloaded Site Lists into pre-formatted Excel Reports or Saved to pre-formatted Adobe pdf reports for printer friendly functionality.
  3. The Maps View allows web users to zoom and toggle the map to pinpoint locations.
     - From the Browser print functions, the web user can easily print the map created.
  4. The web user has ability to “Search Along A Route” and create driving directions for “From” and “To” Addresses, the site locator then plots nearby Fuelman locations in route to destinations either into a Map or a List.
     - From the Browser print functions, the web user can easily print the map created.
     - Save a List of locations in route to a destination to a printer friendly pdf or Excel file.

Fuelman Mobile (Smart Phone App) to find Fuelman Locations.

Fuelman Mobile **(available for Apple devices at App Store and Android at Google Play)** is an App for a more Effective and Efficient workforce. The Fuelman Mobile app provides the following functionality:



- **Find Fuel Locations Using Filters**
  - App users can adjust the default settings to look for stations by fuel type, search radius, and preferred navigation map.
  - App displays stations in vicinity of the mobile device.

  - Alternatively, the user can type an address and find closest sites to the address.
  - User can switch the Map view to List view sorted in closest proximity order
  - From either the map or list views, Drivers can select the desired station and the App launches voice-guided GPS Navigation to the station using the smartphone's default navigation system.

- **Launch Voice-Guided Turn-by-Turn GPS Navigation**
  - Forget maps or Site Listings! Launch turn-by-turn GPS navigation directly from your Smart Phone. The App makes it easy and safe to drive to Fuelman stations.

Cost-Plus Pricing Capability or Retail-Based Pricing, with Large Savings under either Approach

The Fuelman Fleet Card, and our Fuelman Network of card accepting merchants is unique in that it is probably the only non-private label fleet card program that offers the ability to provide OPIS indexed, cost plus pricing. This cost-plus pricing format is often preferred and desired by governments, who are often accustomed to purchasing bulk fuel under a similar OPIS indexed, cost plus pricing approach.

- OPIS indexed, cost-plus pricing often provides tremendous savings, especially on Diesel Fuel.
- Cost-plus pricing is available at most merchants, not at just a single brand or chain. This provides added convenience, not having to limit drivers to a specific brand or chain to receive the contracted cost-plus pricing. We do however mandate retail-pricing at certain locations named in our pricing response. Customers can direct their drivers to avoid those merchants should they choose to do so.
- With our unique pricing system, we can accommodate special requests to help customers more easily reconcile the OPIS cost-plus pricing, which we have explained in detail in our pricing response regarding "Fixed Rack Pricing".

Retail Pricing Alternative. The Fuelman Fleet Card can also be established to price customers based on Retail Price. Some customers actually prefer Retail-based pricing. And, in some highly competitive gasoline or diesel retail markets, it may work to a participating public agency's advantage to be priced based on the Retail Price. So, FLEETCOR is offering Retail-based pricing with volume discount rebate as an alternative pricing approach. Upon request, FLEETCOR can study a market or a participating public agencies transaction data, and advise which pricing approach would provide greater savings.

- With retail-based pricing approach, FLEETCOR offers significant volume-based rebates, providing significant savings.

Advanced Purchasing Controls including Pump Shut-off

The program will provide advanced purchasing controls and security features, including:

- **Real time transaction processing**, meaning transaction completions are posted in the system database within minutes of the driver completing the purchase. There are no posting delays common with competing "universal" card programs. This allows for exceptions **alerts to managers hourly**. Managers can immediately discipline or be notified of employees that are violating fueling policies.
- **Dual Component Authorization and Network is 100% Level 3.** The Fuelman system requires both a valid unlocked vehicle card to be used in conjunction with a valid unlocked Driver ID which provides built in security in the system. If a card becomes lost or stolen it cannot be used without a valid Driver ID. Since all locations are Level 3, dual component authorization occurs on all transactions.
- **Advanced Purchasing Controls.** To avoid duplication, please see our response to prior specification about purchasing controls within Article 1, paragraph 1.6. entitled *Purchase Restrictions on Card (Specification)*.
  - The Fuelman program provides the tightest controls in the industry.
  - The system includes pump shut-off capability whereby the system in most cases will stop the pump when tank limit on the vehicle/card is reached.
- **Unmatched Exceptions and Denial Reporting Capability.** Again, please see our response to prior specification regarding purchase controls within Article 1, paragraph 1.6. entitled *Purchase Restrictions on Card (Specification)*. The Fuelman program provides the most timely exceptions alert reporting in the industry, a feature made possible by our real-time posting, whereas most other card programs have a 24 to 48 hour posting delay for exceptions reporting.

In response to Article 1, sub-article 1.6)., entitled Purchase Restrictions on Card (Specification), we have provided more detailed explanations regarding the available purchasing controls.

Enhanced Fraud Management and Continuous Monitoring Solution

All transactions process through the "Closed Loop" Fuelman authorization system. The card program uses enhanced fraud monitoring system managed by the FLEETCOR/Comdata fraud team, which offers the following:

- All transactions are evaluated in real-time by a robust fraud management system (Safer Payments by IBM which we refer to internally as IRIS). System utilizes machine learning, artificial intelligence and rules-based technology to identify suspicious patterns.
- We employ a team of dedicated data scientists that leverage data from multiple sources, analytical tools and statistical techniques to build, test and implement rules

to identify and often stop fraud on an ongoing basis.

- **Model, Simulate & Test New Rules.** Our system allows immediate changes to fraud models and business rules to help defend against fraudsters in this quick changing criminal environment.
- **Identify Suspected Counterfeiting.** Counterfeiting is a quickly growing area of credit card fraud and our fraud management system monitors for known characteristics of counterfeiting.
- We employ a team of fraud analysts that work flagged transactions.
- **Fraud Alert Notices.** If suspected fraudulent activity is identified, the system may automatically send, or Fraud Analysts working flagged transactions may send Fraud Alert Email Notices to the authorized fleet contact on the account. This will allow your card program administrator to quickly review suspected fraudulent charges.
  - The card program administrator will need to reply to Fraud Alert Notices acknowledging whether the transaction is legitimate or not. If determined the transaction is not legitimate, actions will be taken to immediately lock the card and order replacement.
  - The card program administrator would need to submit a Fraud Dispute Form for any transactions it desires FleetCor Fraud Department to review for possible reimbursement or credit.
- **Ability to implement Geographic Restrictions/Rules.** The enhanced fraud management system offers ability implement purchasing rules such as limiting card use on a Customer ID to a specific geographic area like a specific state or group of states. Purchasing Rules can be but in place to deny transactions in States that have high incidences of fraud (such as Florida, Texas, or California). **This feature can significantly lower exposure to card skimming fraud.**
- The Fraud Team provides internal support to Enterprise Fleet Support Team on disputes, charge-backs and suspected fraud.

Other Considerations and Processes that are in place:

- Velocity/Purchasing Controls established on Cards help limit fraud risk (losses).
- Fuelman's fraud monitoring and card purchase controls do not guarantee all suspicious activity will be identified, so we strongly encourage clients to closely monitor purchasing activity on the card program using reporting we make available.
- The Fraud Alert email recipient (assigned card program administrator on the account) should always confirm (by responding to the email) whether the card activity was legitimate or not, signaling to Deny transactions and replace the card.
- If your card program administrator independently determines fraudulent activity occurring on a card, we recommend you first block and replace the card in the online system, or place call to the account manager or customer service to block and replace card due to suspected fraud. You should then **initiate a Fraud Dispute by**

submitting Fraud Dispute Form, which will be researched by the FLEETCOR Fraud Department.

EMV/Chip Card coming soon to Fuelman Fleet Card

FLEETCOR has under development an EMV/Chip Fuelman Proprietary Fleet Card. We should be issuing the Chip card format by the end of 2021. The card will also have a magnetic-stripe on the back for use at stations that have not converted their point-of-sale (POS) equipment to accept EMV Chip.

Retailers faced a deadline of April 16, 2021 for installing EMV capable Pay-at-Pump acceptance, which they were required to comply with to avoid fraud liability shift from their acquiring bank card processors. From recent research and trade publications it appears that more than 50% of stations are now EMV compliant.

EMV chip cards have led the way to fraud prevention at POS devices. Traditional credit cards use a magnetic stripe on the back of the card which stores all pertinent data to the cardholder. Information on the magnetic stripe is static which means it will never change. Fraudsters skim this static data to create counterfeit cards.

With EMV chip cards, the cardholder's data is still stored in the magnetic stripe, but also on the chip which generates a unique code each time a transaction occurs. The code restricts fraudsters from performing fraudulent transactions with the cardholder's data when the chip card is dipped or inserted at the POS device.

Proximity Fuel Controls coming soon to Fuelman Fleet Card

FLETCOR has under development with plans to release in near future, Proximity Fuel Controls. We have already released Proximity Fuel Controls on our Comdata products. We anticipate it will work similarly on Fuelman proprietary card, which in summary is as follows:

Through data integration and real-time control capability available with GPS providers, FLEETCOR will offer Proximity Fuel Controls. Initially it will be available with Geotab, followed by additional GPS vendors soon thereafter. Proximity Fuel Controls integrate 3 key types of data to stop invisible fraud:

- Unit # / Fleet data: unit number, truck type, tank capacity
- Tank Fill Level
- GPS/Proximity data for truck and fuel station

During setup, clients choose which rules will automatically apply when potential fraud is detected:

- Decline if misuse is detected vs. just sending an alert

- Authorize fill up to the standard card profile limit vs. limiting to the space available within the tank.

❖ **Note: A small fee per card monthly is required to receive Proximity Fuel Controls.**

Cost Center Accountability (Hierarchy)

The Fuelman system offers numerous levels of reporting hierarchy, which adequately accommodate some of the largest fleets in the U.S.

- During implementation, the salesperson will guide the customer through the process to customize the account setup to provide hierarchy reporting.
- Invoicing is associated with a Bill Group ID, then under each Bill Group there are Customer IDs for cost centers or departments needing to receive separate reporting within an invoice.
  - Each Customer ID receives the Fuelman Fleet Management Report at each billing frequency. The report is typically emailed to the assigned fleet contact at each branch/location.
- A customer can have an unlimited number of Bill Group IDs and Customer IDs.
- Within a Customer ID, a customer can have Departments and Sub-departments, providing another layer of hierarchy in the reporting that supports each billing. The Fleet Management report has subtotals for each Department and Sub-department, with page break between departments for easy separation and distribution of printed reports.

100% Level 3 Data with Excellent Product Code Accuracy and Tax Reporting

All fuel acceptance sites process with Level 3 data, meaning they all will prompt for a Driver ID (PIN) & odometer. We provide complete detailed transaction data with every transaction including: date/time, vehicle/unit #, vehicle description, driver name, gallons, product, mileage, tax, and location details.

- Fuelman utilizes advanced Product Mapping Technology which allows the system to report fuel product codes with more than 99% accuracy. Program administrators can manage drivers and Exceptions Reporting with confidence in the fuel grades reported.
- The Fuelman system maintains the best motor fuel excise taxing system available. Motor fuel tax tables for all taxing authorities are managed accurately and updated constantly as tax rates change throughout the U.S. Motor fuel tax rates are assigned at the site and product level as stations are added to the Fuelman Network.
- We can provide a Monthly Tax Management Report (Report ID FN07) that provides valuable information regarding the taxes paid to taxing authorities,

extremely valuable in preparing IFTA tax reporting, or for local governments to file State or local tax refund claims in States where FLEETCOR is not allowed to exempt the tax and file the refund claim.

- The standard electronic transaction file we offer (TRN85), includes fields for Federal Taxes, State Taxes, and Other Taxes.
- The level of tax information provided by Fuelman is extremely helpful for filing tax exemption refund claims for highway use taxes paid for off-road equipment fill-ups.

Best in Class Management Reporting to Support the Billing & Manage the Program

Fuelman Fleet Management Reporting is the cleanest, most concise and easiest to read. The straightforward reporting makes managing the fleet (mileage), drivers, and review of fueling activity easy.

Fleet Management Report (FN02). At each billing frequency, we email to the registered fleet contact on each Customer ID, their Fleet Management Report for the billing period.

- The report includes:
  - Account Name and Address. This is the Customer ID (Fleet ID) Name & Address.
  - The Bill Group Number (Account #) and Customer ID Number (Fleet ID) are printed in top header of each report page.
  - The Matching Statement Number is printed on top header of the report so you know exactly which Invoice/Statement the activity ties back to.
  - Report Period (Dates covered by the Report)
  - Summary of Transactions for Report Period (i.e. Grand Summary Table) organized by Product is shown at the very front of the report.
    - The Summary Table shows the grand totals for each fuel type purchased with all Non-Fuel lumped into a single “Non-Fuel” line. Totals include: Quantity, Base Price, Fed Tax, State Tax, Other Tax, Other Charges, and Extended Total.
  - A quick reference Departmental Summaries Table is also shown at front of the report enabling report user to quickly review, identify or appropriate the spend to the company’s departments.
    - Departmental Summaries Table shows the grand totals for each Department in the account, organized by Department Name/Department Number. Totals for each department include: Quantity, Base Price, Fed Taxes, State Taxes, Local Taxes, Maint./ Other Non-Fuel Amount, Extended Total, Count of Exceptions.
  - An Exceptions Code Legend for all Exceptions identified in the report is at front of the report, right after the Departmental Summaries Table.

- The purchase activity in the report is then organized by Department and Sub-Department with Sub-totals at Department Breaks. Purchasing activity broken down by Vehicle.

➢ For each transaction or for the report period, the following information is provided:

a. Vehicle Number and Vehicle description
b. Date and time of fueling
c. Location of fueling
d. Driver name
e. Odometer reading
f. Miles per Gallon since last transaction
g. Fuel Type (Product Grade) Purchased
h. Quantity (Gallons),
i. Net Price per gallon
j. Taxes per Gallon
k. Total Amount (extended amount)
l. Exception Code for Transactions Flagged
m. Total consumption for the report period for each vehicle (Gallons & Dollars)
n. Total Miles Driven for each vehicle for the report period
o. Average MPG for each vehicle for the report period
p. Any Non-Fuel / Maintenance purchases are listed separately directly below the fuel transactions, enabling easy identification of non-fuel purchases

Statement/Invoice (FN01). The Fuelman billing will provide a statement/invoice showing the amount owed for the billing period. The statement/invoice shows a description of current activities which lists the total gallons and dollars for each account in the bill group being billed to the invoice. The total gallons and dollars (current activity) will tie to the Fleet Management Reports distributed to each Customer ID in the Bill Group ID.

The customer statement neatly presents the Total Balance Due to FleetCor for the current billing cycle purchases, plus any unpaid previous balances. It also shows the posted payments received during the billing cycle and of course the due date of the current charges. The remit to address is shown on the statement (remittance stub on bottom provided).

The invoice/statement can be viewed or printed by clients for the past 12+ months through the secure online account management system. The typical report delivery method is via Email (pdf attachment) however US Mail delivery is available.

Available Optional Management Reporting

Other Optional Reports are available weekly, bi-weekly, or calendar monthly, but most customers receive optional reports calendar monthly. Optional reports are available via Customer's secure online logon or most can be emailed to the Fleet Contact or Billing Contact assigned to the account. The past 12 months of optional reports can be viewed, printed or downloaded/saved by client at any time. **Available Optional Reports include:**

1. **Monthly or Weekly Vehicle Management Report (FN04)** - with Embedded Excel File
   - ➢ This is an ideal Monthly Summary Report by vehicle. The FN04 report is designed much like the standard Fleet Management Report (FN02) provided at each billing cycle. The report is enhanced to include:
     - Cost Per Mile (CPM) for each transaction and CPM for the vehicle for the report period subtotaled.
     - Total Count of Transactions for the Vehicle for the period.
     - Total consumption for the report period (gallons & dollars) with the Average Price per Gallon by vehicle for the report period.
     - Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
2. **Monthly or Weekly Employee Management Report (FN03)** - with Embedded Excel File
   - Ideal for reviewing fuel usage and transaction information by employee instead of by vehicle. A great report to review for identifying potential PIN sharing by employees or to identify fraudulent activity.
   - This report is formatted similarly to the Vehicle Management Report (FN04) just sorted by Employee instead of by Vehicle.
   - Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
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 an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
4. **Tax Management Report (FN07)**
   - 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.

5. **Fuel Only or Maintenance Only Reports (FN05 & FN06)** - with Embedded Excel File
   - Ideal for customers desiring separate reports of Fuel usage (Fuel Management Report FN05) or Non-fuel usage (Maintenance Management Report FN06)
   - These reports are formatted similarly to the Vehicle Management Report (FN04).
   - Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
6. **Fleet Summary Report (FN11)** – with Embedded Excel File
   - Ideal for customers with numerous accounts under a single bill group (invoice). Report provides a high-level master summary of all accounts in the Bill Group.
   - Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
7. **Transaction File (TRN85)** - Upon request Fuelman will provide this electronic transaction file (TRN85) delivered by Email or via Customer's online logon. File delivery via secure FTP can be arranged upon request.
   - Most Customers like to receive the TRN85 file at billing, but it can be set up for weekly delivery if a customer is invoiced at a different frequency such as monthly.
   - The report is a .txt file, standard setup is for TAB Delimited format, however upon request it can be established to create as a Fixed Length (ASCII) file.
8. **Exceptions Transaction Download Reporting via Online system.**
   - Using the View Transactions screen at iFleet, the user can Search to display "Exceptions Only" transactions for a desired time period. Once displayed, click the Export to Excel button to download the Exceptions transactions into an Excel.
   - Using the Optional Reports screen at iFleet, the user can select Exception Report from the drop down button, then select the desired time period and select Generate Report. The system creates a pre-programmed html report that can be printed, or saved as a pdf for distribution.
   - If Customer is using FleetNetPro online system, the user is able to simply Export an Excel download report of Exceptions transactions for the user defined date range from the online system.
9. **Transaction Denial Reporting via Online System.**
   - An Excel download report from the online system.
   - 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 Reporting allows card program administrators ability to troubleshoot why drivers have incurred a card decline at point of sale. Also, an excellent tool to monitor drivers who don't understand the system, who might need follow-up training or might have lost or cannot remember their assigned PIN number (Driver ID).

10. **Other Free Report Downloads available via the Online system including:**
    - Standard Date Range Transaction Download (from View Transactions screen)
    - Employee Driver ID Listing Reports
    - Vehicle Card Listing Reports
    - List of Active Purchasing Profiles (iFleet setup)

Bulk Fueling Solutions

FLEETCOR, offers assistance with fuel pump automation for tracking on-site fuel or even comprehensive management of customer's on-site fuel supply. We offer 2 ways of providing on-site services: **Consigned Fuel Services**, or **Memo Tracking Services**, which are described below. Customers who receive our on-site services are expected to already own and have in place sufficient tanks, pumps and wiring for the use contemplated.

Consigned Fuel Services (Comprehensive On-site Fuel Management Program).
Important aspects of the consigned fuel program include:

1. FleetCor brings in a highly qualified, experienced, and resourceful fuel supplier to take over ownership and day-to-day management of fuel inventory ordering for customer-owned tanks.
   - The fuel supplier monitors fuel levels remotely through customer owned automatic tank gauging equipment and schedules deliveries based on anticipated Days Remaining in inventory or pre-established minimum inventory levels of customer.
2. Fuel dispensers are accessed by swiping the mag-stipe Fuelman card at a fuel control terminal equipment (island card reader) compatible with the Fuelman card authorization system (authorizer).
   - Card/access controls including product restrictions are enforced by the Fuelman authorizer.
3. As Customer's cardholders access the pumps and dispense fuel, ownership of fuel transitions from our fuel supplier to FleetCor, then immediately to Customer as fuel is dispensed in a consigned fuel, access-card transaction.
4. Consigned fuel transactions are billed to Customer in normal Fuelman reporting, integrating both onsite and offsite (retail) transactions into a single fleet management report.

- The consigned fuel service provides easy cost accountability of bulk fuel usage, down to the department/asset level.
- The consigned fuel service offers Customers that have multiple cost centers or business units utilizing a bulk fueling facility, an easy and seamless solution for billing the costs of bulk fuel to the departments accessing the location.
- The system provides more accurate mileage tracking than stand-alone closed loop systems operated by Customer since integrated reporting tracks vehicle mileage regardless of whether transactions occur onsite or offsite.

5. Pricing of gasoline and diesel is based on the following elements:

a) Oil Price Information Service (OPIS) Index, weekly newsletter prices, using the Unbranded Average rack price for the wholesale rack city supplying customer's bulk tanks.
   - For alternative fuels such as Biodiesel blends or E-85, the cost basis is the cost FleetCor must reimburse the fuel supplier, which shall be determined individually for each project/location. Often with alternative fuels, there is not an appropriate nearby OPIS rack posting for alternative fuels, therefore we must use the cost being reimbursed the fuel supplier. This is determined on a case by case basis and depends on the supply situation in each local market.

b) FleetCor's fixed markup (to be determined).
   - We have quoted kind of a standard not to exceed markup in our response, however we reserve the right to modify that rate down based on various factors such as average volume and equipment ownership.

c) Applicable freight rate for reimbursing the fuel supplier for deliveries (rates subject to change as required to cover supplier's cost).

d) Any non-exempt taxes.

Island card reader equipment options for Consigned Service includes:

a. **Equipment Inclusive Structure.** For qualifying sites, FleetCor can offer pricing for consigned fuel services that would be inclusive of FleetCor owning and maintaining the fuel control terminal (island card reader) equipment. Providing island card reader equipment is subject to FleetCor capital expenditure request approval on each project.

b. **Customer Owned Equipment.** If Participant already owns or decides to purchase and own island card reader equipment that is compatible with the Fuelman network, we can offer lower consigned fuel pricing (reduced fixed rate over OPIS cost).

Minimum Volume Expectation for Consigned Service:

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). This is addressed in greater detail within the applicable terms and conditions for receiving Consigned Fuel Services, see TAB 7 – Vendor Additional Terms & Conditions, response Section 7.2 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES

Typical Costs to the Participant for Consigned Fuel Services include:

Customer will provide the following for locations to be automated for consigned services:

(a) All electrical service and wiring to the equipment.

(b) All communications lines and monthly expenses for processing transactions either by analog phone lines (technology being phased out) or via internet (cellular or network-to-network connection), cost of internet connection or cellular data plan subscription fees. Internet processing requires a Secure Payment Gateway (SPG) subscription and technology devices, which would be paid by Customer directly to the technology vendor (ControlScan). ControlScan offers a SPG program called PaySafe Connect, which includes required firewall hardware equipment and a cellular data plan subscription can be included.

(c) Petroleum dispensing equipment suitable for the use contemplated by this proposal including electronic pulsars installed in dispensers. The Customer is responsible for maintenance of all pulsars and meters in the fuel dispensing equipment including calibrations should they ever be required.

(d) Customer owned Automatic Tank Gauging (ATG) equipment is required for Consigned Fuel Services, with ATG equipment installed, owned and maintained by Customer.

i. For aboveground tanks, Customer can install a Centeron type ATG, allowing FleetCor's fuel supplier to remotely monitor the Centeron readings through service subscription paid to Centeron. Costs of the Centeron monitoring/ subscription fees would be Customer's expense.

ii. For other typical ATG devices, such as Veeder Root, the ATG must have communication board or ports installed and Customer is responsible for any upgrades to the ATG that might be needed to facilitate remote connection either through cellular or network-to-network connection. Any required communication lines to the ATG equipment including LAN connection or cellular data plan shall be the Customer's responsibility. FleetCor can offer a cellular data plan from our fuel supplier and include the monthly fee as a recurring monthly fee in Customer's Fuelman billing. The fuel supplier shall be allowed to connect remotely to Customer's ATG either through network-to-network connection or via the cellular connection to Customer's ATG device to capture tank inventory readings.

(e) For sites where Customer already owns island card reader equipment, or where volume does not qualify for equipment provided by FleetCor yet fuel supplier agrees to provide consigned fuel, Customer shall purchase and own the island card reader 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.

Consigned Fuel Services Terms and Conditions Shall Apply

For additional explanations and applicable terms and conditions for receiving Consigned Fuel Services, see TAB 7 – Vendor Additional Terms & Conditions, response Section 7.2 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES. These terms and conditions shall include responsibility for inventory variances, should they occur, which shall be the responsibility of Customer.

Memo Tracking Fuel Services (On-site Fuel Management Program).

Important aspects of the Memo Tracking Bulk Fuel Services include:

1. Fuel dispensers are accessed by swiping the mag-stipe Fuelman card at a fuel control terminal equipment (island card reader) compatible with the Fuelman card authorization system (authorizer).
    - Card/access controls including product restrictions are enforced by the Fuelman authorizer.
2. Customer continues owning and managing fuel inventory.
3. Customer buys fuel from their preferred local fuel supplier at bulk rates.
4. The location is established as a "Memo" location in the Fuelman system. "Memo" means that FleetCor only bills the agreed upon transaction fee in reporting and invoices, no fuel cost is assigned or billed.
5. Memo transactions are billed in normal Fuelman reporting, integrating both onsite and offsite (retail) transactions into a single fleet management report.
    - The system provides more accurate mileage tracking than stand-alone closed loop systems operated by Customer since integrated reporting tracks vehicle mileage regardless of whether transactions occur onsite or offsite.

Island card reader equipment for Memo Tracking:

Customer is responsible for providing compatible fuel control terminal equipment for memo tracking. FLEETCOR's Comdata subsidiary does sell the island card reader equipment, so we can offer this to Customer, however we do not quote equipment prices in this proposal since pricing is subject to numerous variables for the specific location. Quotes must be handled on a case by case and project basis.

Memo Tracking Services Terms and Conditions Shall Apply

Should Customer desire to pursue Memo Tracking services, please note that additional terms and conditions for receiving Memo Tracking Services shall apply and be in the contract. For additional explanations and applicable terms and conditions for Memo Tracking Services, see TAB 7 – Vendor Additional Terms & Conditions, response Section 7.3 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE MEMO TRACKING SERVICES.

- **On next page, we provide a slide with Table that helps explain the difference in the two Bulk Fuel programs we offer.**

Table of Features - Fuelman On-Site Bulk Fuel Programs (Consigned Service vs. Memo Tracking)

Bulk Fuel Solutions

Table of Features - Fuelman Onsite (Bulk) Tank Programs
- Consigned Services versus Memo Tracking

	Services Provided or Requirements for Each Bulk Tank Program	Consigned Services	Memo Tracking
1.	Fuel is supplied on Consignment, eliminating high cost of owning bulk fuel inventory.	✓	
2.	FleetCor's fuel supplier purchases existing on-hand inventory freeing up valuable working capital.	✓	
3.	Fuel inventory levels are monitored, managed and replenished as needed, relieving customer of this time consuming task.	✓	
4.	Island Card Reader (ICR) Equipment may be provided by FleetCor at select qualifying locations. FleetCor maintains any equipment it owns.	✓	
5.	Customer purchases, installs and maintains Island Card Reader (ICR) Equipment if compatible equipment is not in place. FleetCor can arrange to sell the equipment to Customer at favorable pricing.	✓	✓
6.	Locations must have customer-owned automatic tank gauges in place or installed. Equipment must allow supplier to monitor the inventory levels remotely. If not in place FleetCor will arrange for quotations upon request.	✓	
7.	Program requires sites meet minimum volume expectations, tank sizes, approval of tank system with supplier.	✓	
8.	Fuel price set weekly based on wholesale prices indexed to OPIS Newsletter.	✓	
9.	Fuel cost (OPIS Rack price), FleetCor margin, non-exempt taxes & fuel delivery charges billed in the Report/Invoice providing complete cost center accountability down to the vehicle/asset level.	✓	
10.	Automation Controls limit access to the fuel pumps, prevent unauthorized access.	✓	✓
11.	On-site fuel usage tracked by card-swipe transaction and the Island Card Reader utilizes the Fuelman authorizer for processing. Product grade and other card limit restrictions are enforced.	✓	✓
12.	Customer continues buying fuel from their preferred local fuel supplier at bulk rates.		✓
13.	Customer continues managing on-site fuel deliveries and inventory at levels it prefers. Customer owns fuel inventory.		✓
14.	Odometer Readings and Driver making purchase are captured and reported.	✓	✓
15.	On-site fuel purchases are integrated into the reporting with off-site transactions, allowing more accurate mileage reporting and vehicle performance monitoring.	✓	✓
16.	Customer is only charged a small per gallon or per transaction memo tracking fee (billed in the Fuelman Reporting and Invoice).		✓
17.	Customer responsible for pump meter calibrations and unaccounted inventory losses if found in monthly reconciliations by the fuel supplier.	✓	

Multi-tiered Account Support

FLEETCOR will provide multi-tiered account support structure, which will include support from the following areas:

1) Government Relationship Manager
2) Account Manager support;
3) Call Center support;
4) Business Manager over Onsite Fuel Programs
5) Contract Manager Support

Within our response to b) Performance Capability, item viii., we provide more detailed explanations of the support that will be provided.

Expert Implementation and Account Setup

FLEETCOR understands the importance of a smooth implementation and accurate setup. We are committed to make your participating public agency's implementation as smooth and effortless as possible. FLEETCOR will work to gather accurate company hierarchy, billing and reporting needs and tailor the account and program to meet and exceed Customer expectations. Our team will train your program administrators and managers on use of the systems and technology, and provide best practices for managing the program.

In most cases, for a smaller local government account, the sales representative handling the sale will be able to handle the implementation and account setup. For larger, more complicated accounts, FLEETCOR will assign an Implementation Project Manager to assist with the project.

Online Account Management System

FLEETCOR will provide a secure on-line account management system for use by the authorized Fleet Contacts to manage the company's account on-line 24x7. Presently, we have 3 different customer User Interface (UI) applications, so the functionality may vary slightly from on UI to another. In the upcoming future we do plan to migrate to a single UI. Regardless of which is being used, the online system will allow the Fleet Admin to manage its fueling business, vehicles/cards, employees/Driver IDs, transactions and reporting with great security and access level controls. We will train fleet administrators on use of the system and provide User Guides. Generally speaking, features of the online system include:

- Add/Edit/Lock or Unlock vehicles (Cards). Locking/Unlocking of Card occurs in real time.
- Add/Edit/Lock or Unlock Employees (Driver IDs).
- Order Replacements for broken or worn cards.

- View or download transactions.
- Export or Download Exceptions Transactions or pre-programmed Exceptions Report and Declined or “Denial” Transactions.
- View/Edit/Add/Remove Purchasing Controls (card control limits) on vehicles/cards quickly. The iFleet UI administers this through Purchasing Profiles setup.
- Edit/Change a card’s assigned purchasing profile (iFleet portal setup).
- Manage Exceptions: View/Edit (select) Exceptions Alerts to be received, who is to receive them and the Delivery Method for alerts.
- Maintain Online Users. Authorized administrators can manage online users with access level below their user level. This includes add, edit, and remove access, and establish allowed user activities allowed.
  - For accounts with multiple Customer IDs, your primary fleet managers can be set up with a logon allowing them to view all accounts, while individual department managers can be set up to only access/manage their own department’s account (Customer ID).
- Pay Bill On-line (access Billtrust secure payment portal.)
- Standard Reporting Capabilities you would have immediate access to at the online system include:
  - View/Print/Download invoices & supporting Fleet Management Reports.
  - View/Print/Download Optional Reports established for the account.
  - Download other fleet database information & reports such as List of Active Profiles, List of Active Cards, List of Active ID’s
  - The number of months that reports will be available through the logon will vary based on the customer UI that client has been set up for.
- Access Real Time transaction data.
  - With FleetNetPro, Customer can download for a date range, up to the minute, real-time transaction data for all cards in an account at any time.
  - With iFleet, for a specific Card, the online user can use the “One Week Snapshot” feature to view transactions for the card in real time.
- The online systems work with most all typical internet browsers such as current versions of Internet Explorer and Google Chrome. There is no software required other than an internet browser and of course the user’s computer will need to be connected to the internet.

Card Order Delivery Options & Expected Timeframes

FleetCor utilizes a third party fulfillment vendor (Idemia) for embossing, encoding, printing, card carriers, and dispatching/shipment of cards. Pending card orders are transmitted from the system twice each business day. The morning card order file, captures expedited Next Day Air orders that have been entered prior to approximately 11:00 AM Eastern, since after 11:00 AM the prior day. These cards in most cases are produced and shipped that business day. The afternoon card order file, captures normal delivery card orders (which are shipped U.S. Mail) that have been entered prior to 4:00 PM Eastern, since after 4:00 PM the prior business day. These cards are produced and shipped the immediate next

business day. Generally, for normal delivery orders, customers receive their card order within 4 to 5 business days from the time the order is entered. Expedited Next Day Air orders are generally received within 2 to 3 business days. Note that replacements of expiring cards are shipped via U.S. Postal Service and we try to send replacements for expiring cards a month in advance of expiration dates. Generally, cards have a 4 year expiration date.

The online system allows the user to request Next Day Air (expedited shipping), or 2nd Day Air instead of standard shipping. Expedited shipping fees apply, which are subject to change and are currently as follows:

- Next Day Air: $35 each package
- 2nd Day Air: $25 each package
- Standard U.S. Mail delivery is free of charge.

3.2.A-2 Comdata MasterCard Fleet Card Program

COMDATA Payment Innovation

The Comdata MasterCard (image shown right), is a universally accepted Fleet MasterCard program issued and processed by FLEETCOR subsidiary Comdata, Inc.



The Comdata MasterCard is a comprehensive fleet card program that offers true universal coverage through the MasterCard Worldwide Network and other tremendous value and advantages.

The card program provides the following key features and benefits:

MasterCard® Universal Acceptance (More Fuel Sites)

The Comdata MasterCard is a Fleet MasterCard program that provides true universal acceptance through the MasterCard® Worldwide network. MasterCard offers the most extensive card acceptance possible.

- **More gas stations accept MasterCard than any competing universal card program (approximately 165,000 retail fueling stations in the U.S).**
- More than 450,000 vehicle maintenance locations accept MasterCard in the U.S.

Our large government users of Comdata MasterCard love the ability to use the card at virtually any vehicle maintenance location or car dealership.

Single Card Platform with Dual Network Processing (MasterCard & Comdata Proprietary)

With a single card solution, transactions process either through the MasterCard network for most fuel purchases, or through the Proprietary Comdata Direct Network for purchases at large truck diesel fuel lanes at approximately 6,500 truck stops in the U.S.

- The Proprietary Comdata network also provides access to thousands of unattended card lock stations that otherwise may not accept bank cards, such as all Pacific Pride locations, hundreds of CFN locations, SC Fuels, and Flyers/Quick Fuel locations, plus many more.
- Access to the Proprietary Comdata Direct Network offers distinct savings opportunities on OTR diesel fuel purchases at truck stops including ability to negotiate large merchant funded discounts with truck stops or card locks, or receive Cash versus Credit Price savings, commonly 5 to 8 cents per gallon on diesel fuel at truck stops.

- Additionally, the nation's largest Compressed Natural Gas and LNG station operators offer acceptance, usually through the proprietary Comdata processing rail. Customers using large quantities of these alternative fuels can negotiate special pricing through merchant funded discounts, processed by Comdata and visible in Customer reporting.
- The dual network functionality allows Comdata to process Mobile Fueling transactions through our proprietary processing rail. This enables integrated mobile fuel delivery billing at a lower cost/interchange to the vendor.
- The dual network functionality of the card allows us to offer transaction processing for customer owned onsite bulk fuel tanks with island card readers. Onsite bulk fuel transactions process directly to Comdata and bypass the MasterCard network.

Electric Vehicle (EV) Charging Payments and Connected Vehicle Analytics

Comdata understands that adding electric vehicles to fleets brings a new set of benefits and challenges over traditional internal combustion engines. Many governments have already begun purchasing electric vehicles and governments are leading the way into this quickly expanding vehicle market.

- Comdata has developed a solution that delivers universal EV charging payments and connected-vehicle analytics capabilities for fleets across the U.S. **We are currently in a closed customer pilot phase and will enable full product functionality for all customers soon.**
- **Accepted at all electric charging stations.** The Comdata MasterCard is accepted as a payment method at all electric charging stations or applications that accept MasterCard. Customer's cardholders can chose the participating agency's preferred charging app and method of choice, and the Comdata MasterCard can be loaded as a payment option within the smart phone App (wallet). Most all public EV Charging locations are operating on App-based payments, and most accept MasterCard as a form of payment.
- Comdata MasterCard provides the ability to **limit cards to specific EV charging merchants by Purchasing Profile** and/or by using **Merchant Category Code (MCC) controls**.
- To enable a card to be used for EV charging payments, the card simply needs to be assigned to a purchasing profile which allows the MCCs typically assigned to EV Charging merchants.
- Card transaction purchase data includes time, location, and $ amount of transaction, with additional charge event details provided by the connected-vehicle program (portal).
- The connected vehicle portal application will have tremendous value, including being able to view and monitor all charging events for enrolled vehicles, including

residential (Tier 1) charging events. We plan to develop reporting to help our Customers easily reimburse employees for home charging.

- We anticipate there will be a fee per vehicle enrolled in the connected vehicle (portal) program, but there is no fee for using the Comdata MasterCard to pay for purchases, if not enrolled for the upcoming connected vehicle program.

Multiple Cost Savings Opportunities

Opportunities for savings include:

- **Significant Rebates** on MasterCard processed transactions.
- **Automatic Retail Savings Network Discounts** through pre-arranged discounts in place at Comdata Fuel Consortium locations or at Fuelman Discount Network locations. These discounts occur on transactions processing through the MasterCard rail.
- **Ability to design your own Custom Discount Network.** Additional discount opportunities may exist with a participating public agency's higher volume merchants utilized. Our representatives can assist you to help get these custom negotiated discounts established.
- **Cash Price instead of Credit Price for diesel fuel at Truck Stops.** Savings on diesel at large truck fuel lanes at truck stops typically equals 5 to 8 cents per gallon when the location posts Cash versus Credit pricing.
- **Large Merchant Funded Discounts on Diesel at Truck Stop chains** or even select unattended card lock merchants in our Proprietary Comdata Direct Network can be arranged.

Flexible Fuel Card Setup Options and Dual Component Authorization

Customers have a choice of setting the program up with either Vehicle Cards or Driver Cards (or a combination of card types) as described below. Explanations of each are as follows:

➢ **Vehicle Card Setup**
- Issued to specific pieces of equipment or vehicles
- Embossed with a vehicle description
- PIN secured, you choose 4 – 6 digit Driver ID (PIN)
- Authorized Drivers are maintained in a Driver PIN Pool.
- Merchant POS prompts for Driver ID and Odometer reading at Level 3 sites

➢ **Driver Card Setup**
- Issued to specific individual employees
- Embossed with cardholder's name

- Vehicles or Equipment are established in a Vehicle ID (PIN) Pool
- Merchant POS prompts for Vehicle ID and Odometer reading at Level 3 sites

❖ **Level 3 Only (for enforcing Dual Component Authorization).** With either card type setup, we can establish the card program to enforce dual component authorization restriction by setting purchasing profiles to only allow transactions at Level 3 fuel (PIN prompting) acceptance sites. We find Level 3 locations comprise 95% or greater of normal customer usage. Comdata MasterCard offers the largest Network of Level 3 acceptance sites in North America.

Enhanced Risk Management Solution (Continuous Fraud Monitoring) with Comdata Alerts & Notifications

All transactions process "Closed Loop" through Comdata's authorization host system and are monitored for fraud in real time, 24 x 7. Consider the following:

- All transactions are evaluated in real-time by a robust fraud management system (Safer Payments by IBM which we refer to internally as IRIS). System utilizes machine learning, artificial intelligence and rules-based technology to identify suspicious patterns.
- We employ a team of dedicated data scientists that leverage data from multiple sources, analytical tools and statistical techniques to build, test and implement rules to identify and often stop fraud on an ongoing basis.
- **Model, Simulate & Test New Rules.** Our system allows immediate changes to fraud models and business rules to help defend against fraudsters in this quick changing criminal environment.
- **Counterfeiting.** Counterfeiting is a quickly growing area of credit card fraud and our risk management solution monitors for known characteristics of counterfeiting such as:
  - Known test transactions (counterfeiters commonly test card information before creating cards)
  - Known high counterfeit merchants, or
  - Several purchases within a few hours at high counterfeit merchants
  - Swiped transaction in different states within only a few hours
- We employ a team of fraud analysts that work flagged transactions.
- If potential fraud is identified by our analysts or the monitoring system, we will send Fraud Alert emails to Customer's program administrator or directly to cardholders if enrolled for Alerts & Notifications (see more about this below).
- Our Fraud Team provides internal support to the Account Support Team on disputes, charge-backs and suspected fraud.
- Additionally, Velocity/Purchasing Controls established on Cards help limit fraud risk (losses).

- **Comdata Alerts & Notifications.** Nowadays, people no longer travel without a mobile device or a credit card. Unfortunately, one or the other may be compromised. Whether through a data breach, system/network attack, or card skimming, credit cards have a high chance of being hit with identity theft. The good news is that Comdata's Alerts & Notifications program allows cardholders to continue using their card, even if it has been compromised, with help from their mobile device.
  - **How does it work?** With Driver Card setup, if driver agrees to enroll and allow their mobile phone number to be assigned to their card in the Comdata system, if Comdata's risk system identifies a suspicious transaction, the cardholder will receive an alert via text message. Your cardholder can reply confirming whether or not the transaction was fraud. If they confirm fraud, the card will go into a locked-down state and each additional transaction will be declined. However, the cardholder will receive a text message with each declined transaction allowing them to override the declined authorization. If overridden, they can swipe their card again and continue the transaction as normal. If the cardholder receives a declined alert they don't recognize, there's no need to respond as the transaction was not authorized.
  - In addition, cardholders can also receive a text message if their card is declined for non-fraudulent reasons, such as a PIN/ID number being entered incorrectly. In these cases, the cardholder can correct the error and rerun the transaction.

Additional Proactive Measures as Fraud Deterrent:
Proactive measures can be implemented on cards, which are enhanced authorization rules or notification rules we can implement over and above your Card Purchase Controls. These rules can Limit Activity or allow Customers to receive Instant Notifications.

- **Limit Activity:**
  - At approved merchants only
  - By geographical area (such as select States only)
  - After number of declines
- **Instant Notifications:**
  - On inactive cards
  - On cards in a watch list
  - On attempts at prohibited merchants
  - On specific declines
  - On activity at merchants over a defined amount

Other Considerations and Processes that are in place:
- Comdata's fraud monitoring and card purchase controls do not guarantee all suspicious activity will be identified so we strongly encourage clients to closely monitor purchasing activity on the card program using reporting we make available.
- For Vehicle Card setup, suspected fraud or suspicious activity identified by Comdata

will typically result in a Fraud Alert email to the assigned card program administrator on the account, but may even trigger a phone call to the administrator assigned.

- The Fraud Alert email recipient (assigned card program administrator on the account) can confirm (by responding to the email) whether the card activity was legitimate or not, signaling to Deny transactions and replace the card.
- If card program administrator independently determines fraudulent activity occurring on a card, we recommend you first block and replace the card in iConnect, mark the reason as fraud, or place call to the account manager or Customer Service to block and replace card due to suspected fraud. You should then **initiate a Fraud Dispute using the Online Dispute Smart Form**, which will be researched by the Comdata Fraud Team.

EVM Chip Card Functionality

The Comdata MasterCard we propose, will be an EMV (Europay, MasterCard, Visa) Chip card. The card will also have a magnetic-stripe on the back for use at stations that have not converted their point-of-sale (POS) equipment to accept EMV Chip.

Retailers faced a deadline of April 16, 2021 for installing EMV capable Pay-at-Pump acceptance, which they were required to comply with to avoid fraud liability shift from their acquiring bank card processors. From recent research and trade publications it appears that more than 50% of stations are now EMV compliant.

EMV chip cards have led the way to fraud prevention at POS devices. Traditional credit cards use a magnetic stripe on the back of the card which stores all pertinent data to the cardholder. Information on the magnetic stripe is static which means it will never change. Fraudsters skim this static data to create counterfeit cards.

With EMV chip cards, the cardholder's data is still stored in the magnetic stripe, but also on the chip which generates a unique code each time a transaction occurs. The code restricts fraudsters from performing fraudulent transactions with the cardholder's data when the chip card is dipped or inserted at the POS device.

Proximity Fuel Controls

Through data integration and real-time control capability available with GPS providers, Comdata offers Proximity Fuel Controls. This capability is in place currently with Geotab, Omnitracs (ES Platform), Samsara, TeletracNavman, and Verizon. Additional GPS vendors will be added. Proximity Fuel Controls integrate 3 key types of data to stop invisible fraud:

1) Unit # / Fleet data: unit number, truck type, tank capacity
2) Tank Fill Level
3) GPS/Proximity data for truck and fuel station

During setup, clients choose which rules will automatically apply when potential fraud is detected:

A. Decline if misuse is detected vs. just sending an alert
B. Authorize fill up to the standard card profile limit vs. limiting to the space available within the tank.

❖ **Note: A small fee per card monthly is required to receive Proximity Fuel Controls.**

Advanced Purchase Controls with Pump Shut-off Capability

Comdata MasterCard provides top notch purchasing controls with **pump shut-off capability (for enforcing transaction limits) at approximately 95% of stations**.

The purchasing controls include:

- **Purchasing Profiles Functionality**
- **Merchant Category (MCC Controls)** to limit, or open up the card program to the types of merchants Customer desires the card to be used.
- **Pay-at-Pump Only Controls**
- **Fuel Only Encoding**
- **Level 3 Only Control**
- **Overall Authorization Limits** such as Maximum Dollars per Trans, Max # of Trans per day, Max Dollars per day, Cycle (such as weekly) limits.
- **Fuel Grade violation exceptions reporting**
- **Day of Week and Time of Day limits**

To avoid repetitiveness, please see our response to Article 1, sub-article 1.6)., entitled Purchase Restrictions on Card (Specification), where we have provided more detailed explanations regarding the available purchasing controls outlined above.

Level 3 Data

Comdata MasterCard offers the largest Network of Level 3 fuel acceptance sites in North America. Card purchasing controls can be implemented to limit card users to Level 3 fuel stations only, allowing Customers to receive even better data and reporting. Some of our top government and commercial accounts using Comdata MasterCard find that Level 3 data is received on more than 98% of the gallons purchased.

Enterprise Resource Planning (ERP) Data Integration and Web Services

Comdata has accomplished data integration with over 100 ERP systems and Third Parties. Comdata is the fleet card industry leader working with companies requiring back office automation utilizing web services. With Web Services customers actually push changes to their card program from their own back-office asset tracking or HR systems. We have even worked with State government clients over the years to even allow their third-party fleet software provider (AssetWorks) to create a stand-alone web portal for managing the card program and interfacing their fleet management system (Fleet Focus / M5) through web services to the Comdata system. We are making available this program through the AssetWorks TripCard MasterCard program (see more within TAB 5 Value Add).

Comprehensive Online Account Management System (iConnectData.com)

Comdata offers participating public agencies choosing the Comdata MasterCard solution, free access to iConnectData.com (ICD), the Comdata online account management tool. ICD can be accessed at any time – 24/7/365. ICD is a robust, web-based system that is maintained to current technology and security standards. Authorized users can perform an array of real-time card activation and maintenance functions including but not limited to:

- Add or edit a card
- Replace a card
- Block/Activate a card
- Add/Edit/Manage Vehicle IDs
- Add/Edit/Manage Driver IDs
- Change purchase limits or profiles by moving cards from one profile to another
- Recycle Card Limits (temporary adjustment affecting one card for one transaction), to help a stranded driver complete a purchase when a card has exceeded a limit causing decline.
- Perform One-time card overrides
- Online card moves from one sub-account to another
- Customize field names
- Manage Virtual Card – add, edit, review and account setup
- Manage Transactions using “Real Time Transaction History” screen, including:
  - View declined transactions including details as to why declined
  - View Authorized, Posted, or Credit transactions
  - Initiate dispute of suspected duplicate or fraud transaction (launch Online Dispute Smart Form)
  - 180 days of transactions available through the Real Time Transaction History screens.
  - Monitor disputed transactions

- Perform Online Bill Pay - user can set up payments online making it easier & quicker to pay invoices.
- Access Comdata News and ICD Updates. At the user's home page, users can quickly view Comdata News for any scheduled ICD outages or other notices and ICD Updates.
- Resource Center. At the Resource Center at ICD, users can view video tutorials and other recorded webinars such as using FleetAdvance. Users can view/download recently added or recently updated User Guides, FAQ documents, Report Descriptions or Samples of reports.
- Access Invoices and supporting billing detail reports (at "PAYMENT CENTER" from the main navigation bar. The system stores past 13+ months of invoices and supporting reports.
- Access online Quick Reports through reportQ (at "REPORTING" from the main navigation bar:
  - More than 100 on demand, pre-programmed reports developed to support Comdata's business lines are available through Quick Reports at ICD (accessed from main navigation bar).
  - Users can select desired date ranges for Quick Reports then system creates the report.
  - Transaction history for prior 7+ years or longer is available to create Quick reports.
  - Users can establish QuickLinks at their home page, to quickly access and launch their favorite or most used Quick Reports.
- Access ONELOOK dashboard reporting. Users granted access to OneLook, access it through ICD, under the REPORTING tab from the main navigation bar.
- Access FleetAdvance. Your card program administrators or fleet managers can access the FleetAdvance application by selecting FleetAdvance from QUICKLINKS at the user's home screen.
- Access SmartBuy application by selecting FIND and SmartBuy from the main navigation bar.

Comprehensive Reporting Capability

Comdata MasterCard provides a rich assortment of canned reports and customized reports.

- The reporting is provided from our Business Intelligence system, powered by Business Objects, a multimillion dollar state-of-the-art reporting engine.
- Using the online iConnect system, customers access impressive reporting using Quick Reports available at reportQ. More than 100 reports have been programmed to support our various lines of business, which are readily available through reportQ.
- We also offer a Library of BI Reports developed for existing clients to choose from. These reports can be modified or customized to Customer needs. These reports are scheduled for delivery at the Customer's desired frequency.

- **Comdata OneLook – Enhanced Dashboard Data Analytics Reporting.**
  In October of 2019 we released a new Dashboard data analytics system we call OneLook. Users with access to OneLook, access it through iConnect, under the REPORTING tab from the main navigation bar.
  - OneLook provides ability to view at a main dashboard, with key summary information **including a map** displaying visually where the majority of gallons and spend is occurring.
  - If you open OneLook up to various managers at your company, their OneLook view would follow the same view rights they have in the iConnect system. Allows you to control access to information.
  - Users can navigate the OneLook dashboard in a user-friendly way to focus in on areas of the business they want to research or monitor activity.
  - OneLook provides fleets with seven different dashboards to view and draw insights from their data enabling them to better manage the fleet. The dashboards start with a high-level overview of fleet performance on the Home dashboard. Each subsequent dashboard provides a greater level of depth across seven key themes:
    - **Spend:** Track data trends by gallons, spend, and transactions.
    - **Merchant:** Monitor merchant volume and savings
    - **Driver:** Help identify misuse and inappropriate purchasing behavior using driver data
    - **Discounts:** Monitor your discounts and identify potential savings opportunities
    - **Price Per Gallon:** View price trends and differences by geography
    - **Closer Look:** Drill down, particularly when a driver is identified as being an outlier
    - **Benchmarking:** Allows fleet to compare “My Net PPG” against several indexes

- **Tax Reporting Disclosure:** Reports available through the online iConnectData system, the Library of BI Reports, or OneLook is currently reporting before tax exemptions have been applied. Tax exempt reporting currently occurs through a separate tax-stripping and billing application or process.

❖ Behind EXHIBIT 2, we provide a document entitled Comdata MasterCard Reporting Services Overview. This document includes lists of the available reports with narrative descriptions as well as overviews of OneLook, FleetAdvance, and Smart Buy.

Price Optimization Tools for Continuous Improvement of Savings

Comdata offers tools that clients can use for optimizing savings and guiding drivers to lower priced retail stations. Consider the following tools available to continuously improve savings:

- **Comdata FleetAdvance (includes Mobile App)**, a valuable tool for scoring success buying at lowest priced stations and managing driver purchasing behaviors.
  - FleetAdvance is a real-time fuel management scoring system built on mapping technology that evaluates fuel transactions and shows how each purchase ranks against potential cost-saving alternatives.
  - With FleetAdvance, you can harness fuel purchase data to plan low-cost trucking routes, make smarter purchasing decisions, and better manage fuel costs.
  - The web-based FleetAdvance console provides managers access to the information needed to track and monitor overall fleet fuel spending activity. The console includes an analytics module with tools that can be used to identify and quantify additional savings opportunities, as well as an advisor module with route planning tools to educate drivers on finding the lowest fuel prices before a trip begins.
  - Fleet Advance Mobile App. The mobile app allows Drivers to search for nearby stations and identify lowest priced. There are several features of FleetAdvance Mobile that set it apart from other mobile fueling applications, including:
    - Reports Net prices that include discounts
    - Recommended best price locations
    - Ability to rate each location on a 1-5 scale
    - An interface designed by User Experience experts.

- **Smart Buy** for ability to research and find consistently low-priced stations near your facilities. Smart Buy preceded our development of FleetAdvance, and includes:
  - Available through the iConnect system, you have access to a powerful price management research tool called Smart Buy.
  - Using Smart Buy, staff with access will be able to find the best-priced card accepting merchants based on their recent retail pricing and historical margins.
  - Smart Buy outperforms other universal card applications and it provides the past 90 days pricing history which includes the merchant's estimated Rack Cost, the Net Price over Rack and Margin Spread by day with average estimated retail margin and average retail price for the period.
  - This feature lets Customers examine the pricing habits of retailers and then direct drivers to the smartest purchase.

- **Online F Save Reporting identifies Lost Savings Opportunities.** The F Save

Lost Saving Opportunity Report is a report available through iConnectData at reportQ. The report allows fleet managers or card program administrators to identify for each transaction where drivers could have improved and saved their company more on fuel.

Bulk Fuel Automation and Tracking Solutions

Comdata offers island card reader automation solutions for tracking and managing customer bulk fuel locations should a participating public agency need this service. We now offer a more robust card reader device for fueling locations called the ComSite II.

- Transactions process over the proprietary Comdata Direct Network rail for onsite card reader locations.
- Our Comdata Direct (proprietary) processing system enables simplified, yet tight management and control of onsite bulk fuel.

Mobile Fueling Solution

Comdata recognizes that for many companies or even governments the most important aspect of refueling vehicles is by direct delivery to vehicles where they are located. Mobile fueling services from Comdata connects you with trusted vendors who deliver fuel when and where your trucks need it (onsite). With Comdata's valuable data-capture tools, when mobile fueling transactions are processed on the Comdata system (combined with retail purchases), Customer can gain insight into all aspects of their fueling needs. Comdata's mobile fueling program increases efficiency so Customers can spend less time on refueling assets and more time focused on getting the job done.

We offer an extensive Mobile Fuel Vendor Network (Already Integrated with Comdata)

- Comdata currently integrates with over 100 mobile fuel vendors throughout the United States and Canada and we are adding vendor relationships regularly.
- Mobile fuel price validation service is now available with certain strategic vendors.

The Top Ten Vendors in the U.S. and Canada are already integrated Vendors

Multi-Tiered Account Support

Comdata will provide multi-tiered account support structure, which will include support from the following areas:

1) Government Relationship Manager
2) Account Manager support;
3) Call Center support;
4) Business Manager over Onsite Fuel Programs
5) Contract Manager Support

Within our response to b) Performance Capability, item viii., we provide more detailed explanations of the support that will be provided.

Beyond Fuel, Expense Control on One Integrated Platform

Comdata offers payment programs beyond fuel card. We offer a single payment platform to provide for all a company or government's business needs, including:

- Purchasing Card
- Travel & Entertainment Card
- Multi-Card MasterCard programs with Cash Wallet features and much more
- Virtual Card for Accounts Payable (VCAP) / ePayables
- Nvoicepay for Supplier Payment Automation
- Comdata Hotel Network or CLC Lodging card for saving on Hotel Costs
- Payroll cards (Comdata Fintwist Card with Mobile App)
- Comchek Express Payments including Virtual Comchek
- Comdata Expense Track (Expense Management application), which fully integrates into our T&E or pCard from Customer's Comdata MasterCard account.

All payment programs are customizable with controls and limits that YOU set. Companies often learn that with Comdata's payment solutions they are able to simplify processes, reduce costs, access better reporting, improve control and earn greater savings by consolidating payment programs with Comdata.

3.2.B. Describe how Supplier Proposes to Distribute the Products/Service Nationwide.

RFP Specification:

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

FLEETCOR Response:

Our FLEETCOR and Comdata direct employed sales organization will sell the program. All states or markets are FLEETCOR or Comdata direct operated from a sales standpoint. Our sales organization sells customers in all states nationwide.

3.2.C. Describe How Customers are ensured they will Receive the Master Agreement Pricing.

RFP Specification:

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

FLEETCOR Response:

With Fuelman Fleet Card

Upon request, FLEETCOR account manager or government relationship manager will work with a Participant and train them on this aspect or task. Typically, it would be done using transaction data files or upon request by client FLEETCOR internal query/ reporting tools at our disposal to verify Customer is receiving the appropriate cost-plus pricing, discounts or rebates, and any other incentives. Upon request we can also provide Retail Price in customers transaction files being delivered, and Tax rate information is in transaction data files to customers, helping to verify pricing or savings being realized.

- Additionally, for easier price reconciliation or verifying of OPIS cost-plus pricing, we have submitted an optional pricing methodology under sub-article 2.1.5, which we refer to as “Fixed Rack Pricing” or “OPIS Average Pricing”. Fixed Rack Pricing does allow for easier reconciliation or verifying of price since pricing is tied to a single Rack City for gasoline and diesel, using a specific OPIS Rack Price for the rack city wholesale supply point such as “Rack Average”, or “Branded Average”. With Fixed Rack Pricing the markup is adjusted to include all freight so that varying freight rates from one station to another is removed from the calculations, making it easier for customer to reconcile and verify price. Please see sub-article 2.1.5 for further explanations regarding Fixed Rack Pricing or OPIS Average Pricing approach.

With Comdata MasterCard

With Comdata MasterCard, pricing is always based on the Retail Amount, less federal excise tax exempt dollars for qualifying tax exempt accounts. Rebates can be easily calculated by taking the total dollar amount of the fuel purchased (MasterCard Network Processed Transactions only and excluding proprietary Comdata Direct Network transactions), then multiply times the Rebate percentage in the contract.

- The quoted rebate does not apply to proprietary Comdata Direct Network transactions. We have explained in the response that the Comdata MasterCard operates dual rail, meaning that if the card is used at the high-speed diesel lanes at truck stops in our proprietary Comdata Network, or at certain unattended card lock locations in our proprietary Comdata Network, the transaction processes directly to Comdata, bypassing MasterCard. Cash Price versus Credit Price savings are typically earned (most truck stops charge higher price for use of Credit Card at high speed diesel lanes), however a rebate on these transactions does not apply. With the proprietary Comdata Network, the truck stops agree to pass the Cash Price to Comdata, so clients automatically receive the Cash Price savings when the location has an upcharge.
- If a client needs assistance with verifying the rebate is accurate, we will offer assistance for this through either an account manager or government relationship manager assigned to help OMNIA contract participants.

3.2.D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

RFP Specification:

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

FLEETCOR Response:

FLEETCOR's use of subcontractors would typically be limited to customers that desire "Consigned Fuel Services" under the contract. However, we also utilize what we refer to as "Fulfilment Vendors" for providing certain technology or card production fulfilment services provided. Below, we provide a list of both Sub-Contractors and Fulfilment Vendors.

Sub-Contractors List.

Mansfield Oil Company (as Fuel Supplier Subcontractor)

Mansfield Oil Company of Gainesville, Georgia
1025 Airport Parkway SW
Gainesville, GA 30501

Primary Contact Person: Josh Young, Strategic Account Consultant
Phone: 678-450-2323
Email: jyoung@mansfieldoil.com
Website: www.mansfieldoil.com

Work to Be Performed by Mansfield Oil Company

To provide consigned fuel inventory services at Customer owned bulk tank locations and at other potential Customer-owned locations for participants under this contract, FleetCor will utilize the services of Mansfield Oil Company of Gainesville, Georgia (herein "Mansfield Oil"). Mansfield Oil is a very reputable, nationwide petroleum supplier that FleetCor works with in most markets. Mansfield has vast petroleum supply resources as it purchases for resale, petroleum from virtually every available refiner in the country.

- Mansfield currently owns the consigned fuel inventory at certain Customer owned locations where Customers are utilizing the Region 4 ESC / OMNIA Partners contract and where they desired Consigned Fuel Services as provided for under prior similar RFP and contract.
- Mansfield is very knowledgeable of these Customer-owned tanks and related equipment. In most cases, Mansfield has interfaced via cellular data plan or analog phone connection to most all automatic tank gauge systems owned by Customers served, so that they can remotely monitor fuel inventories for sake of delivery scheduling (not for environmental compliance).

Technology or Fulfillment Vendors List.

FleetCor shall use various technology or fulfillment vendors in the performance of its services for the Region 4 ESC/OMNIA Partners contract. Note we refer to them as "fulfillment vendors" and not "subcontractors". In the paragraphs that follow the fulfillment vendors are identified along with their current mailing addresses and a description of the scope and portions of the work the fulfillment vendors will perform.

DATAMATX - for Report Production, Printing, Delivery, Archiving

DATAMATX
3146 Northeast Expy NE
Atlanta, GA 30341
http://www.datamatx.com

This fulfillment vendor shall provide custom print production and U.S. Mail delivery solutions for FLEETCOR's standard fleet reporting. DATAMATX also provides Email delivery and with customer's desiring fax delivery of our standard Fleet Management reporting. DATAMATX trademark motto is *"Where Business Goes to Print its Bills™*.

DATAMATX helps FLEETCOR provide a total reporting and bill distribution solution. This fulfillment vendor helps FLEETCOR with custom design of reports, thorough programming and testing the applications for creating and archiving the fleet reporting for customers to access reports via the FLEETCOR online system, as well as print/mail, Email and Fax distribution solutions.

QUALIFICATIONS (as written by DATAMATX)
DATAMATX was established in Atlanta, Georgia in 1976 as a software development and mainframe management company. Later, in response to our clients' evolving needs, our Document Engineering and Laser Printing divisions were created. With the addition of our presort mail processing operation, DATAMATX became a full service print and mail outsourcing company. These origins, combined with our ever-increasing experience in application programming, have enabled DATAMATX to develop capabilities unlike those of other companies in the print and mail industry. We currently have 13 software engineers on staff to coordinate with clients to produce financial documents of quality presentation and highly customized processing capabilities.

With over 125,000 square feet of office and production space and more than 150 associates in Atlanta, Georgia, Phoenix, Arizona and our newest facility in Richmond, Virginia; and the most advanced technology available, we are able to provide our clients with national coverage and single source accountability.

Quality Technology Services - for Data center Services

Quality Technology Services (QTS)
300 Satellite Blvd. NW
Suwanee, GA 30024
Phone: 678.835.5007
Website: http://www.qualitytech.com/

For Data Center location, data storage, server maintenance and disaster recovery, FleetCor utilizes technology vendor Quality Technology Services (QTS) primary data center located at Suwanee, Georgia where QTS has over 376,000 square feet of data center and office space in the north suburbs of Atlanta.

IDEMIA - for Card Issuance Fulfillment

IDEMIA
US Headquarters:
11951 Freedom Drive Suite 1800
Reston, VA 20190
Phone: 703.775.7800
Website: www.idemia.com

To learn more about IDEMIA's payment card personalization services provided: https://www.idemia.com/payment-card-personalization-center-virtual-tour

IDEMIA provides card production (embossing/encoding), secure vault storage of card inventory, warehousing non-secure collateral such as card carriers and welcome packs, matching cards to carriers, fulfillment (packing), and dispatching for shipment of cards. These services are for new and replacement cards to FLEETCOR customers and IDEMIA provides these services for all three card programs being offered in this proposal.

IDEMIA has been personalizing cards for more than 25 years and is trusted by most of the largest financial institutions worldwide. IDEMIA personalizes over 600 million cards per year for its financial institutions & FinTech customers.

With a global footprint of over 30 service centers and local service center partnerships in a further 25+ locations, IDEMIA's service center network serves clients in over 180 countries, combining the strength of a global leader with the proximity of a local partner.

ControlScan - for Secure Payment Gateway devices, software and secure connectivity of on-site card readers used at Consigned Fuel Locations

ControlScan Managed Security Services (a PDI Software company)
250 West Main Street, Suite 3100
Lexington, KY 40507
Phone: (859) 389-8700

This technology vendor provides managed security devices and software providing Secure Payment Gateway (SPG) for processing of Fuelman card transactions occurring at Customer owned consigned fueling locations. As part of the SPG and connectivity service from ControlScan, they provide cellular data plans and modem equipment to process the transactions over a cellular-provider network.

- Please note that when FLEETCOR provides Fuelman consigned fuel services under the contract, we require customers to subscribe with ConstrolScan for SPG and/or cellular connectivity to the Fuelman authorization system.

Mansfield Oil Company - for Comdata MasterCard Tax Exempt Billing (Tax Stripping) and Web Portal for online access to Tax Exempt Billing and Invoices

Mansfield Oil Company of Gainesville, Georgia
1025 Airport Parkway SW
Gainesville, GA 30501

As explained under Article 1, item 1.3), for customers that utilize the Comdata MasterCard, Comdata will perform a tax exempting/tax stripping process to remove allowed exempt federal excise taxes from the Customer's fuel transactions, and to

create custom tax-exempt invoices for qualifying exempt clients using the contract. Currently, we utilize a fulfillment vendor (Mansfield Oil) to assist with this task. Tax Exempt invoices and billing reports are typically emailed to registered billing contacts on the accounts. Additionally, we provide a web portal at Mansfield's FuelNet portal, available at the Mansfield website (https://mansfield.energy/), where customers can download reports and invoices.

AssetWorks – for unique data integration to AssetWorks Fleet Focus software and TRIPCard Portal utilizing Comdata Web Services Interface.

AssetWorks LLC
998 Old Eagle School Rd
Suite 1215
Wayne, PA 19087

Derick Shaffer / Product Manager
derick.shaffer@assetworks.com
610.226.2831

3.2.E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

RFP Specification:

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

FLEETCOR Response:

Distribution facilities or warehouses are not really applicable for the fleet card programs being offered. However, we have explained in 3.2.D that we will use a fulfillment vendor (IDEMIA), for card production and issuance (embossing, encoding, fulfillment and dispatch of shipping of new or replacement cards). IDEMIA, provides this fulfillment service for the three card programs offered in this response. To learn more about IDEMIA's payment card personalization services provided: https://www.idemia.com/payment-card-personalization-center-virtual-tour

Fuelman Network (Retail Network for Fuelman Card Acceptance). Please refer to our response section 3.2.A-1 Fuelman Fleet Card Program, section entitled "Broad Card Acceptance – Fuelman Network Overview", for explanations about the Fuelman Network (for card use). Approximately 50,000 fueling sites in the U.S. accept the Fuelman Fleet Card. All states in the U.S. have Fuelman acceptance locations.

MasterCard Network (Retail Network for Comdata MasterCard Acceptance. Please refer to our response section 3.2.A-2 Comdata MasterCard Fleet Card Program,

section entitled “MasterCard Universal Acceptance (More Fuel Sites)”, for explanations about the MasterCard Network (for card use). Approximately 165,000 retail fueling stations in the U.S. accept Comdata MasterCard or the TRIPCard.

Article 3.3 Marketing and Sales.

3.3.A. Provide a Detailed Ninety-day Plan (Go to Market Strategy, Executive Leadership Endorsement, Training of National Sales Force).

RFP Specification:

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

FLEETCOR Response:

We have full Executive leadership endorsement and sponsorship regarding this Master Agreement opportunity and look forward to working with OMNIA Partners. In the first 10 days working with OMNIA Partners we will send a co-branded press release letter and email communication of leadership endorsement to those currently participating and those prospective agencies who have the opportunity to participate in this Master Agreement. We will also have the announcement on our company website and work with OMNIA Partners to develop the product offering that will be displayed on their website. We also look forward to attending and exhibiting at NIGP and many other government conferences throughout the contact term.

In conjunction with OMNIA Partners regional teams we will coordinate with our sales teams throughout the country to provide set education and training meetings on the products and services we have proposed in this response within the first 90 days to those public agencies who can and want to participate. We have sales people who are experienced working with all levels of public agencies. Brian Truman, VP of Public Sector will head up the overall efforts and go to market strategy. He has over 22 years of working with public agencies in the fleet fuel card sector. On day one of the award announcement we will work with all parties for input to craft the co-branded press release communication to be sent out as a welcome and opportunity. We then will start working in coordination with OMNIA Partners on a systematic and logical education and training meetings throughout the country. We will use best practices developed over the many years in providing world class education and training.

3.3.B. Provide a Detailed Ninety-day Plan (to market the Master Agreement to current/existing Public Agency customers and prospective Public Agencies Nationwide immediately upon award).

RFP Specification:

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

FLEETCOR Response:

If awarded the contract, the FLEETCOR sales and marketing team plans to continue the on-going promotion and support of OMNIA marketing programs. If awarded the contract, in the first ninety days, we will:

1) Expand the marketing and sales effort, including expanding the program to more broadly include our Comdata MasterCard and AssetWorks TRIPCard MasterCard offering. We will engage our sales leaders (regional sales managers) on a more active basis with OMNIA Partners sales support staff.
2) Our Comdata subsidiary now has a VP – Government Sector Sales (Brian Truman), who shall promote the OMNIA Partners national agreement to States throughout the U.S., with hopes to get more State governments to utilize this valuable contract. State fleets tend to require universal coverage for their fleet card program, and with the Comdata MasterCard solution and TRIPCard solution more front and center in this response and proposal, we feel strongly we can gain more business by State governments. Additionally, our partner program with AssetWorks (TRIPCard), offers a unique solution, fully integrated to the AssetWorks leading fleet management software (Fleet Focus). AssetWorks dominates the State government space for fleet management software solutions, so we think this new card offering can gain traction and hopefully adoption in this space, utilizing this new national cooperative program with OMNIA Partners.
3) We will task FLEETCOR marketing staff or agencies to engage with OMNIA Partners marketing support staff to create some marketing collateral that can be used by both FLEETCOR/Comdata sellers and for OMNIA Partners sellers. Similarly, we will refresh and/or create new presentations to help our sales staff present programs under the contract to prospective Public Agencies.
4) We will coordinate a training plan within the first 90 days, to help train FLEETCOR/Comdata sellers on the card programs, pricing offered under the contract, and how to best interact with and utilize the support services from OMNIA Partners staff.

FLEETCOR looks forward to working on a more engaged basis with OMNIA Partners sales and marketing support teams. Though our sales teams have offered, promoted, sold, and effectively grown business under the prior ESC Region 4/OMNIA Partners contract, we believe there is much more opportunity that we need to tap into. We agree to the following:

- A creation and distribution of a co-branded press release within the first 30 days of being awarded the contract.
- If determined feasible by FLEETCOR web (developers), IT and marketing department, Announcement of Master Agreement details and contact information published on our Fuelman.com and Comdata.com website within first 90 days.

- We will task FLEETCOR marketing representatives or agencies to engage with OMNIA Partners marketing support staff, to design, publish and distribute co-branded marketing materials within the first 90 days.
- FLEETCOR agrees that it will assign representatives to attend and participate with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
  - Please understand that FLEETCOR will need to better understand the budget requirements of attendance in these events, and FLEETCOR reserves the right to determine exactly which events make economic or logistical sense to participate.
- FLEETCOR agrees to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. We understand that booth space will need to be purchased and staffed by FLEETCOR. In addition, FLEETCOR commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - Please understand that FLEETCOR will need to better understand the budget requirements of attendance in these events, and FLEETCOR reserves the right to determine exactly which events make economic or logistical sense to participate.
- We will task FLEETCOR marketing representatives or agencies to engage with OMNIA Partners marketing support staff, to design and publish national and regional advertising in trade publications throughout the term of the Master Agreement.
  - Please understand that FLEETCOR will need to better understand the budget requirements of any advertising, and FLEETCOR reserves the right to determine exactly which advertising makes economic sense for it to make advertising expenditures. The advertising expenditures shall be subject to senior management approval and budgeting.
- FLEETCOR agrees to provide ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).
- If determined feasible by FLEETCOR web (developers), IT and marketing department, FLEETCOR agrees to a dedicated OMNIA Partners internet web page on both our www.Fuelman.com and www.Comdata.com websites with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;

- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

3.3.C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement.

RFP Specification:

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

FLEETCOR Response:

FLEETCOR will transition the existing Customers under the prior Region 4 ESC / OMNIA Partners contract, to the new contract by way of a letter which we will send to these clients advising them of the new agreement. FLEETCOR is agreeable to working with OMNIA Partners to review and edit the letter, and we would appreciate OMNIA's guidance.

FLEETCOR has no intention to actively transition our other existing government (Public Agency) customers to the OMNIA Master Agreement. Many of these government accounts prefer to do their own bids or RFPs, and we have contract obligations under those contracts, which we do not want to affect or change.

FLEETCOR has in the past, and we shall continue to offer the OMNIA Partners Master Agreement to our government customers who seek to get their fuel card program covered by a publicly bid contract, but do not want to perform their own solicitation. The OMNIA Partners contract has usually been our first recommendation to existing Public Agency clients seeking this type of contracting solution. This aspect has been an important part of the growth FLEETCOR has brought to the OMNIA Partners relationship in past years. We will continue to offer and promote the OMNIA Partners Master Agreement as the situation calls for it with our existing Public Agency customer portfolio.

Additionally, FLEETCOR has two other national or regional cooperative contracts listed below. These cooperative agreements are exclusively for the proprietary Fuelman Fleet Card program and do not include our Comdata MasterCard program solution.

1) ESC Region 19 - Allied States Cooperative (ASC)
2) Charlotte Cooperative Purchasing Alliance (CCPA)

FLEETCOR reserves the right to continue marketing these cooperative contracts in any way we determine appropriate. Currently, we do not have a designated web page at www.Fuelman.com for these cooperative programs, however we may, and reserve the right to develop a web page at our website for these cooperative programs.

Our CCPA cooperative has had the most success of the two listed above, however please understand that with the name recognition that the City of Charlotte has in the Carolinas, the success has primarily been in North or South Carolina, so it is more on a regional basis. The City of Charlotte operates the CCPA cooperative, and recognize that the City of Charlotte is a long-time customer of FLEETCOR, utilizing the Fuelman Fleet Card through numerous contract terms and bids or RFPs. We have no intention of upsetting this relationship with the City, and we cannot actively promote the OMNIA Partners contract to these clients that have signed up for Fuelman card under the CCPA program.

3.3.D. Acknowledge Supplier agrees to provide its logo(s) and Permission for Reproduction of logo(s), understanding on use of OMNIA Partners logo.

RFP Specification:

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

FLEETCOR Response:

FLEETCOR agrees to provide our company logos to OMNIA Partners and hereby provides permission for reproduction of our logos in marketing communications. FLEETCOR will task its marketing staff or agencies to provide necessary logo artwork. We also acknowledge and understand that use of the OMNIA Partners logo will require permission for reproduction.

3.3.E. Confirmation that Supplier will be Proactive in Direct Sales of Suppliers goods and services to Public Agencies Nationwide with timely follow up

to leads established by OMNIA Partners, Sales Initiatives Should Communicate.

RFP Specification:

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

FLEETCOR Response:

FLEETCOR agrees that it will be proactive in direct sales of the fleet card programs and services offered within this proposal to Public Agencies nationwide. We will provide timely follow-up to leads established by OMNIA Partners. We agree to include OMNIA Partners logo in sales materials presented when offering the OMNIA Partners Master Agreement program to prospects.

When FLEETCOR/Comdata sellers engage with Public Agencies to sell the OMNIA Partners program, we will attempt to make sure our collateral or presentations or pitches (sales initiatives) communicate:

1) That the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency (Region 4 ESC).
2) That the pricing offered under the contract is highly competitive, offers flexible pricing alternatives and billing terms to suit most all clients' needs.
   - NOTE the following:
     - We oppose using the phrase "Best government pricing". It may not be exactly appropriate to make this statement.
     - FLEETCOR does not agree to provide Most Favored Nation (MFN) pricing to Region 4 ESC or OMNIA Partners customers or prospects under this solicitation. We may have Public Agency customers receiving pricing lower than offered in this proposal/response.
3) There is no cost to participate
4) That the program is "Non-exclusive".

3.3.F. Confirmation that Supplier will train it national sales force on the Master Agreement (minimum training expectation).

RFP Specification:

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

FLEETCOR Response:

FLEETCOR hereby commits that it will train its national sales force on the OMNIA Partners Master Agreement. At a minimum the training will include:

1) Key features of the Master Agreement
2) Working knowledge of the solicitation process
3) Awareness of the range of Public Agencies that can utilize the Master Agreements through OMNIA Partners
4) Knowledge of benefits of the use of cooperative contracts.

3.3.G. Provide the Name, Title, Email, and Phone Number of Various Support Staff identified.

RFP Specification:

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

ii. Marketing

iii. Sales

iv. Sales Support

v. Financial Reporting

vi. Accounts Payable

vii. Contracts

FLEETCOR Response:

Below, FLEETCOR provides the Name, Title, Email, and Phone Number for the persons who will be responsible for the areas requested:

i. **Executive Support** - For Executive Support, we are actually submitting 2 names. The reason for two names is the distinct organizational structure at FLEETCOR. Keagan Russo is one of our senior executives in our North America Fuel organization that is over the Fuelman product line. Our FLEETCOR small market business (SMB) field sales organization, is ultimately within Keagan's control. Randy Morgan is one of our senior executives in our North America Fuel, Comdata organization who has oversight of the Enterprise Sales organization, including the enterprise Government Sector led by Brian Truman (VP Government Sector) and Mark Roberts (Director of Bids & Contracts).

- Keagan Russo
  Senior Vice President, NAF Local (Fuelman)
  FLEETCOR
  Email: keagan.russo@fleetcor.com
  O: (770) 729-2109
  M: (770) 316-4814

- Randy Morgan
  Chief Operating Officer
  FLEETCOR | Comdata, Inc.
  Email: rmorgan@comdata.com
  O: (615) 376-6902
  M: (615) 289-9004

ii. **Marketing**

Christian Ortega
FLEETCOR | Comdata, Inc.
Email: Christian.Ortega@comdata.com
M: (312) 342-1947

iii. **Sales**

Comdata Public Sector Sales
Brian Truman
VP – Government Sector
FLEETCOR | Comdata, Inc.
Email: brian.truman@comdata.com
M: (615) 260-2121

Going forward, if awarded the new contract, FLEETCOR would like all leads from OMNIA Partners to funnel through Brian Truman, who will disseminate to appropriate salesperson if determined field sales or large fleet salesperson

should handle, or Brian will handle the lead through his internal department or capacity.

iv. Sales Support

Brian Truman
VP – Government Sector
FLEETCOR | Comdata, Inc.
Email: brian.truman@comdata.com
M: (615) 260-2121

Going forward, if awarded the new contract, FLEETCOR would like all leads from OMNIA Partners to funnel through Brian Truman, who will disseminate to appropriate salesperson if determined field sales or large fleet salesperson should handle, or Brian will handle the lead through his internal department or capacity.

v. Financial Reporting

For Preparing Required Reporting to OMNIA Partners:
Matthew Gotschall
Senior Director, Sales Operations
FLEETCOR
Email: matthew.gotschall@fleetcor.com
O: (770) 570-2405

For Overall Financial Reporting for the Company:
Charles Freund
Chief Financial Officer
FLEETCOR
Email: cfreund@fleetcor.com
O: (770) 263-5933

vi. Accounts Payable

Vicki Allen
A/P Manager
FLEETCOR
Email: Vicki.Allen@fleetcor.com
O: (985) 809-2567

vii. Contracts

Mark Roberts
Director, Bids & Contracts

FLEETCOR
Email: markroberts@fleetcor.com
O: (704) 853-2662
M: (704) 674-6848

3.3.H. Describe in detail how Supplier's national sales force is structured with contact information for the highest level executive in charge.

RFP Specification:

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

FLEETCOR Response:

We have determined that going forward, we would like for all leads that come from OMNIA Partners, to pass through Brian Truman, our VP – Government Sector. Brian can disseminate appropriately. We want Brian Truman to be OMNIA's go to person from a Sales Executive standpoint. Brian reports to Randy Morgan, our COO who has all the North America Fuel (NAF) Large Fleet sales staff ultimately reporting to him. Randy will be able to support Brian when needed. Brian's contact information is as follows:

Brian Truman
VP – Government Sector
FLEETCOR | Comdata, Inc.
Email: brian.truman@comdata.com
M: (615) 260-2121

FLEETCOR has both our North America Fuel (NAF) Large Fleet sales organization (led by Randy Morgan), and we have the NAF Smaller Market Business (SMB) Field Sales organization, led by Chet Panhams, VP Field Sales. These two orgs would be the ones most involved with selling to OMNIA Master Agreement prospects.

We also have an inbound/outbound sales org, both on the North America Trucking (NAT) side of the business based out of our Comdata office in Brentwood, and North America Local (NAL) side of the business primarily based FLEETCOR offices in Atlanta area. These groups report to different lead executives, which we explain below.

Our intention will be to streamline the contact points between OMNIA Partners and FLEETCOR/Comdata (through Brian), at least when it comes to leads that come through OMNIA, generated from its website, and handling of marketing or web initiatives between our companies, and training salespeople. However, at the same time we do think there could be benefit of our Regional Sales Managers within the SMB Field Sales org, to develop relationships with OMNIA's field organization, especially in those States our field sales managers have reps. This is something we want to explore in future BAM meetings in which Brian will take the lead for FLEETCOR.

To answer the question on who are the highest-level executives in charge of sales team, we provide more details below of the different sales groups, with the highest-level executive leader's identified for each.

1. **NAF Large Fleet Sales Organization.** Our North America Fuel (NAF) Large Fleet Sales Organization reports into Randy Morgan, Chief Operating Officer for FLEETCOR/Comdata. Randy's contact information as follows:

   Randy Morgan
   Chief Operating Officer
   FLEETCOR | Comdata, Inc.
   Email: rmorgan@comdata.com
   O: (615) 376-6902
   M: (615) 289-9004

- Reporting to Randy Morgan are 4 regional sales VPs, plus a Director of Inside Strategic Sales who hire, train, and manage both sales reps and account/relationship managers for their designated sales territories. Randy also has reporting to him a VP over Government Sector sales (Brian Truman). So, there are currently 18 sales representatives + 6 managers (24 people selling) to Large Fleets, excluding account/relationship managers. Consider the following:
  - Brian Truman's focus is on Government Sector in general, but especially the State government business segment, primarily selling the Comdata MasterCard product into this space. If re-awarded the contract, Brian will be able to promote the Master Agreement to States throughout the U.S. and work closely with OMNIA Partners representatives who have relationships with State procurement people.
  - Please recognize that sales representatives reporting to the VPs under Randy, are selling primarily Comdata products to commercial businesses, and often under the moniker of Comdata North America Trucking.
  - A significant amount of our selling in the NAF Large Fleet sales group is into the over-the-road (OTR) transportation industry, which is a huge part of our business, and Comdata was founded providing solutions for the OTR business segment.
  - Mark Roberts focus is primarily on government bids for the Fuelman Fleet Card program. Our long-time government Fuelman customers often do solicitations every few years or annually. Mark also supports our NAF Large Fleet national sales reps (selling new national prospects) and account/relationship managers who manage relationships with our largest customers in the U.S. and Canada. These Large Fleet customers or national sales prospects routinely perform solicitations, which Mark helps prepare responses as needed. Additionally, Mark has a team reporting to him, which includes a government relationship manager (Andrea Mercer)

who is assigned to our largest Fuelman government clients, and a business manager over Onsite Fuel Programs (Alice Hafkey), who provides exceptional support and program management for consigned fuel services and memo tracking services on our proprietary Fuelman Fleet Card. Alice has a technical representative (Alex Ortiz) reporting to her, who provides technical equipment support for the onsite fuel programs.

List of managers (in sales) that report to Randy Morgan:

- Todd Beadles, VP - Sales Large Fleet (Territory 1) WEST
- John Ebel, VP - Sales Large Fleet (Territory 2) EAST
- David Swartout, VP - Sales Large Fleet (Territory 3) CENTRAL
- Bryant Evans, VP - National Sales
- Jill Ragozzino, Director - Inside Sales
- Brian Truman, VP - Government Sector
- Mark Roberts, Director – Bids & Contracts

2. **SMB Field Sales.** Our Field Sales Organization reports into Chet Panhams, VP Field Sales, who would be our highest-level executive in charge of this group. Chet's contact information as follows:

   Chet Panhams
   VP Field Sales
   FLEETCOR
   Email: chet.panhans@fleetcor.com
   M: (770) 757-6932

   Reporting to Chet are 6 regional sales managers listed below, who hire, train, and manage field sales representatives in their designated sales territories. Chet also has a sales manager over field reps selling card programs for our private label branded fleet card programs like BP, Speedway, and Caseys. So, there are currently 43 field sales representatives + 6 managers (49 people selling).

   List of sales manager's names and territories reporting to Chet Panhams:

   - Chris Comeaux, Regional Sales Manager – South Texas
   - Derek Pennington, Regional Sales Manager – N TX, OK, Southwest
   - Tim Whitten, Regional Sales Manager – Central
   - Scott Maddox, Regional Sales Manager – Mid-Atlantic & BP
   - Maria Glaser, Regional Sales Manager – Southeast
   - Bob Wilhelm, Regional Sales Manager – Speedway & Caseys PL

   Sales representatives reporting to these sales managers are selling multiple products, either the proprietary Fuelman Fleet Card program, or the Comdata

and Fuelman branded MasterCard programs, or even private label co-branded card programs. Selling is to both local commercial businesses or local public sector (government) prospects in their assigned territories. Generally, sellers reporting to these managers are not allowed to sell "national" prospects, rather they are selling to local businesses or governments based in their local markets. The card program of choice for sales reps reporting to these managers is generally the proprietary Fuelman Fleet Card, however most reps sell MasterCard programs too.

3. **North America Local (NAL) / North America Partner (NAP), Outbound and Inbound Sales.** This NAL and NAP inside sales team reports to Valencia Beagles, VP Inside Sales. The team consists of approximately 118 sellers, plus 13 leaders, so 131 people selling. NAL inbound/outbound sellers would be selling Fuelman or MasterCard products, NAP sellers would be selling card programs for our Partners such as BP, Speedway, Caseys and others.
    - We are not providing the contact information for Valencia Beagles. We would carefully need to consider what involvement if any our outbound and inbound sales team reporting to Valencia would be. We are thinking it best to allow sellers within NAF Large Fleet, or SMB Field Sales handle selling the OMNIA Master Agreement program.

4. **North America Trucking (NAT), Outbound and Inbound Sales.** This NAT inside sales team reports into Ryan Murphy, VP - Inside Sales Comdata NAT. The team consists of approximately 58 sellers, plus 7 leaders, so 65 people selling. NAT outbound/inbound sellers would be selling exclusively Comdata NAT products.
    - We are not providing the contact information for Ryan Murphy. We do not think our NAT inbound/outbound sales team would be involved at all with selling the OMNIA Master Agreement program.

3.3.I. Explain in detail how the sales teams will work with OMNIA Partners team to Implement, Grow and Service the National Program.

RFP Specification:

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

FLEETCOR Response:

In recent months, OMNIA Partners has undertaken new initiatives to engage with FLEETCOR, with a goal of working more closely together to help our sales organization be more successful at selling into the Public Agency sector utilizing the OMNIA Master Agreement. We believe if we can work more closely together, it can provide a way for

our sellers to get their foot in the door with government prospects we don't currently serve.

If awarded the new Master Agreement, FLEETCOR intends to have Brian Truman, our VP – Government Sector, to take the lead in the relationship with OMNIA Partners. He will steer and coordinate efforts on sales and marketing initiatives.

We have identified that an important part of working together, means that our regional sales managers, and probably some of their representatives need to develop relationships with OMNIA's field staff in States where we are actively selling, and we need training on use of tools from OMNIA like OMNIA Connect or Membership Intelligence. We understand that OMNIA has added staff that are actively meeting with procurement people at State and local governments and with procurement people at both K-12 and at Higher education (colleges & universities).

- We have recently had a strategy session with our assigned OMNIA Partners Director, Partner Development (Victoria Palmieri), to kick-off a stronger alliance and to help each other better understand each other's organizations. This was a good first start.
- We envision in the first ninety days, having another meeting, more along the line of an Enhanced Business Advancement Meeting (BAM), which is a term OMNIA uses to describe.
- Next, we should have a meeting with Omnia Partners that would include our sales managers and OMNIA Partners' designated staff.
- Following that, we need to make happen one-on-one meetings between sales managers and their local field sales reps, with their designated local OMNIA representatives who are actively working in the FLEETCOR local markets.
- We are hoping that OMNIA's representatives can help facilitate better introduction to leads and prospects, and provide some guidance or assistance to connect with the right procurement people at Public Agencies.
- We are hoping that OMNIA's representatives can help train our sales reps and managers on use of the OMNIA Partners Connect (Membership Intelligence) system.

3.3.I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement (coordination of marketing and sales efforts, timely new account setup, timely contract administration).

RFP Specification:

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

FLEETCOR Response:

The FLEETCOR leaders we have listed shall be committed to market and sell the Master Agreement program to Public Agencies.

- We have on staff the needed salespeople to sell the program.
- We will train our sales organization on the Master Agreement program.
- We have on staff the necessary marketing personnel, and will task them to work with OMNIA Partners to develop the needed sell sheets, marketing collateral and presentations to arm the sales staff with tools they need to sell the program.
- The salespeople are skilled on account setup and we have actually built into our system the reps use for submitting and creating accounts, a “policy” for properly handling OMNIA contract accounts. This has helped streamline account setup and make sure accurate setup and pricing occurs.
- We have established internal policies when new OMNIA contract accounts are sold, to double check account setups before cards are distributed, to make certain correct pricing is assigned, contract flags are set, tax exemptions are established, and OMNIA Master Group IDs are assigned for tracking and reporting to OMNIA.
- We have assigned to help support the Master Agreement, our Director of Bids & Contracts (Mark Roberts), who has lots of experience with the OMNIA contract and solicitations. Mark has always worked timely when needed for any contracting matters. Mark has worked with our sales staff and legal to create custom credit applications for use by salespeople when signing up new accounts. He will continue in this capacity to help make the selling process as smooth and efficient as possible. Mark is also an expert at the OPIS based cost-plus pricing that is offered under the contract. He will work with the sales staff to train them on the pricing, and he will provide guidance on when to offer Retail as opposed to Cost Plus pricing to a particular public agency.
- Our VP – Government Sector (Brian Truman), intends to remain fully engaged with OMNIA Partners in his quest to sign State government business. We believe this area has tremendous opportunity and could be the largest area of growth in the upcoming contract term. Brian will take on a significant role with OMNIA Partners, and lead the relationship. He will be OMNIA’s primary go-to person for the sales and marketing efforts planned.

3.3.J. State the amount of Suppliers Public Agency sales for the previous fiscal year and provide a list of Supplier's top 10 Public Agency customers with purchase figures.

RFP Specification:

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

FLEETCOR Response:

We are unable to disclose in this response FLEETCOR's Public Agency sales for the previous fiscal year. We take exception to having to submit this level of information.

Below is a list of some of our largest Public Agency customers and contracts we hold:

- State of Mississippi – large clients under this contract include:
  - MDOT
  - MS Dept of Public Safety
  - MS Dept of Wildlife & Fisheries
  - Hundreds of Cities, Counties, and Public School Systems
- State of Delaware – large clients under this contract include:
  - DE Office of Management & Budget (OMB) Fleet Services Motor Pool
  - Delaware Dept of Transportation
  - DE Dept of Safety & Homeland Security
- State of Tennessee
  - TN Dept of Transportation is the lead agency and largest client on this contract.
  - Contract is available to local government entities in TN, so many use it.
- State of Oklahoma (Comdata MasterCard) - Lead agency is the Oklahoma Office of Management and Enterprise Services (OMES). Large clients under this contract include:
  - Oklahoma Dept of Transportation
  - Oklahoma Dept of Public Safety
  - Oklahoma Dept of Corrections
  - Oklahoma Dept of Human Services
  - Hundreds of local government accounts utilize the contract
- State of Washington Dept of Fish and Wildlife (Comdata MasterCard)
- City of Charlotte, NC and Mecklenburg County - Charlotte Cooperative Purchasing Alliance (CCPA). Dozens of local government accounts in the Carolinas piggyback onto the CCPA contract.
- Harris County, Texas

- City of Orlando (an OMNIA Partners contract participant)
- City of Oklahoma City
- New York City Transit Authority (MTA) – this contract is exclusively for the MTA's paratransit fleet.
- Caddo Parish School Board – the school board is the contracting agency, however numerous local governments in the Shreveport market piggyback this contract including City of Shreveport, Caddo Sheriff's Department, Caddo Parish Commission, Bossier Parish School Board
- East Baton Rouge Parish School Board
- Jefferson Parish Sheriff's Office

3.3.K. Describe Supplier's information system capabilities and limitations regarding order management through receipt of payment (describe multiple platforms that may be used).

RFP Specification:

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

FLEETCOR Response:

FLEETCOR's FleetNet system (for Fuelman Proprietary) and our Comdata subsidiary's systems (for Comdata MasterCard), are used for account and card issuance, and provide all authorizations processing, closed loop, internally. Our productions systems are located in very secure data centers and are built on redundant cluster platforms. We do not rely on third parties for authorizations or processing of transactions. Like most all other card issuing financial institutions however, we do rely on third party (presently IDEMIA) of card production, embossing and shipment dispatch. We refer to IDEMIA as one of our fulfillment vendors. Below is an overview of the two systems:

Fuelman Authorizer and FleetNet System

The Fuelman authorizer and FleetNet processing system are housed at Quality Technology Services (QTS) Suawanee, Georgia Data Center location. The FleetNet systems run on Sun MicroSystems hardware platforms utilizing UNIX Operating systems with ORACLE-based software. This allows Fuelman to offer 24-hour on-line authorization ability. Transactions are processed on the FleetNet platform where they are inserted into an Oracle database. Finally, the transactions are processed for billing utilizing proprietary software within FleetNet. Any invoices, reports, or electronic data generated for the Customer will be processed by the FleetNet systems, however we do

work with a fulfillment vendor (DATAMATX), who assists with report design and creation, report delivery, and print/mail services.

- FLEETCOR performs annual SOC 2 Type 2 audit which includes the FleetNet system.

Comdata HOST systems

Unlike most card issuers, Comdata processes all MasterCard and proprietary transactions internally on our HOST systems. We do not use an external financial institution or acquiring bank for processing. This enables Comdata to control and view all pre-authorizations in a real-time environment and alleviates some of the delays with providing authorization and settlement data to our customers.

Our platform is comprised of hardware and software components that were selected to provide the highest levels of performance and scalability using a variety of technologies to meet the processing demands of our customers. For intensive tasks such as POS authorizations, billing/invoicing, accounting, etc., we utilize our IBM System zSeries Enterprise Class mainframe, housed in IBM's zCloud environment. We complement this processing environment with an assortment of UNIX and Windows servers, each configured to provide a wide variety of support services, including our customer web portal (iConnectData), IVR access, business intelligence (BI), email, secure file transfers, and enterprise reporting. Comdata only uses industry standard databases such as Oracle and IBM DB2 for housing transaction data. Each of these platforms, along with software and associated networking infrastructure, have been selected and configured to meet the demands of a large and rapidly growing customer population.

Comdata's systems, data centers, processing, and reporting are PCI Compliant, certified by MasterCard stringent standards, we go through an annual SOC 2 Type 2 audit and we have PCI Compliance attestation.

3.3.L. Provide the Contract Sales that Supplier will guarantee each year under the Master Agreement for the initial three years.

RFP Specification:

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

FLEETCOR Response:

FLEETCOR hereby takes exception to providing a guarantee of sales for each of the initial three years of the Master Agreement.

3.3.M. Where Public Agencies Issue their own Solicitations - Options Available when Responding to a Solicitation for Products Covered Under the Master Agreement.

RFP Specification:

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

FLEETCOR Response:

FLEETCOR takes exception this specification. We do not agree that in future Public Agency solicitations for Products covered under the OMNIA Partners Master Agreement, that we must respond offering the OMNIA Partners contract. FLEETCOR reserves the right to respond to any Public Agency solicitation directly and without regard to the OMNIA Partners Master Agreement. If we bid and win in a direct competitive bid for a Public Agency, we will not enroll the client as an OMNIA Partners Master Agreement participant and will not pay Admin Fees on that business.

Article 3.4 Item b) ii. – Response regarding signing of Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract Award.

RFP Specification:

Under b) Performance Capability, Item I (page 15).

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

FLEETCOR Response:

Under prior similar contract, FLEETCOR and OMNIA Partners successfully negotiated and signed an Administration Agreement similar to Appendix D, Exhibit B. FLEETCOR has provided any exceptions or legal proposed redlines to the agreement in our Appendix B, Terms and Conditions Acceptance Form.

Article 3.5 Item b) iii. – Response providing completed and signed forms behind Appendix D including Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

RFP Specification:

Under b) Performance Capability, Item I (page 15).

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

FLEETCOR Response:

On pages that follow, we provide the completed and signed Federal Funds Certifications and New Jersey Business Compliance Forms.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency

(EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that

it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: FleetCor Technologies, Inc, including subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Address, City, State, and Zip Code: 3280 Peachtree Rd., Suite 2400, Atlanta, GA 30305

Phone Number: (770) 449-0479 Fax Number: n/a

Printed Name and Title of Authorized Representative: Randy Morgan, Chief Operating Officer

Email Address: rmorgan@comdata.com

Signature of Authorized Representative: _____ Date: 8·18·21

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-KickbackAct.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

   b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in partwith Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted

with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, FleetCor Technologies, Inc. through subidiaries: FleetCor Technologies Operating Company, LLC and Comdata Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Randy Morgan, Chief Operating Officer
Name and Title of Contractor's Authorized Official

8.18.21
Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller

General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining

to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: **FleetCor Technologies, Inc. through subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.**

Address, City, State, and Zip Code:
3280 Peachtree Rd., Suite 2400, Atlanta, GA 30305

Phone Number: **(770) 449-0479** Fax Number:
n/a

Printed Name and Title of Authorized Representative: **Randy Morgan, Chief Operating Officer**

Email Address:
rmorgan@comdata.com

Signature of Authorized Representative: _____ Date: 8.18.21

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: FleetCor Technologies, Inc. through subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Organization Address: 3280 Peachtree Rd., Suite 2400, Atlanta, GA 30305

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
FleetCor Technologies, Inc., a publicly traded company (NYSE: FLT) owns 100% of FleetCor Technologies Operating Company, LLC and 100% of Comdata, Inc.	3280 Peachtree Rd., Suite 2400, Atlanta, GA 30305

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
n/a - No person owns 10% or greater of the parent company (NYSE: FLT)	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
The Vanguard Group (owns approximately 10.3% of FLT stock)	Valley Forge, PA

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Randy Morgan	Title:	Chief Operating Officer
Signature:		Date:	8.18.21

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Tennessee
County of Williamson ss:

I, Randy Morgan residing in
Brentwood, TN (name of affiant)
(name of municipality)
in the County of Williamson and State of
Tennessee of full age, being duly sworn according to law on my oath depose and say that:

I am Chief Operating Officer of the firm of
FleetCor Technologies, Inc. subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid entitled Fuel Card Services and Related Products (Solicitation Number 21-11), and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Center (ESC) relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
FleetCor Technologies, Inc. and subsidiaries.

Subscribed and sworn to

before me this day

Signature _____

August 18, 2021

_____
(Type or print name of affiant under signature)

Camille Blasingame
Notary public of Williamson County

My Commission expires ~~12/3/23~~

(Seal)

CAMILLE BLASINGAME
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
MY COMM. EXPIRES 12/03/2023

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: FleetCor Technologies, Inc. through subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Street: 3280 Peachtree Rd.

City, State, Zip Code: Atlanta, GA 30305

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

X 2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8-18-21

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

Certification 47079

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2016 to 15-NOV-2019

FLEETCOR TECHNOLOGIES OPERATING CO.
5445 TRIANGLE PARKWAY, STE. 400
NORCROSS GA 30092

FORD M. SCUDDER
State Treasurer

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
20-2008209	☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3,069

4. COMPANY NAME: FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC d.b.a Fuelman

5. STREET	CITY	COUNTY	STATE	ZIP CODE
3280 Peachtree Rd, Suite 2400	Atlanta	Fulton	GA	30305

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
NONE	NA	NA	NA

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 3,069

10. PUBLIC AGENCY AWARDING CONTRACT	CITY	COUNTY	STATE	ZIP CODE
City of Elizabeth	Elizabeth	Union	NJ	07201

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				********** MALE **********					********** FEMALE **********					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	669	387	282	24	27	0	18	304	44	12	1	13	202
Professionals	948	538	410	66	24	3	45	360	84	25	2	22	255
Technicians	10	9	1	1	1	0	1	6	0	0	0	1	0
Sales Workers	366	232	134	50	9	1	5	144	37	2	0	1	84
Office & Clerical	1076	301	775	59	21	1	9	184	199	59	5	19	446
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3069	1467	1602	200	82	5	78	998	364	98	8	56	987
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: 12/07/2020 To: 12/31/2020

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Tiffany Morris	Tiffany Morris	Benefits Manager	02	22	2021

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
280 Peachtree Rd, Suite 2400	Atlanta	Fulton	GA	30350	770 - 449 - 0479

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to

section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	FleetCor Technologies Inc. through subsidiaries: FleetCor Technolgies Operating Company, LLC and Comdata Inc.		
Address:	3280 Peachtree Rd., Suite 2400		
City:	Atlanta	State: GA	Zip: 30305

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Randy Morgan	Chief Operating Officer
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None applicable	None applicable		$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 18 day of August, 2021

(Notary Public) Camille Blasingame

My Commission expires: 12/3/23

(Affiant)

Randy Morgan, Chief Operating Officer

(Print name & title of affiant)

(Corporate Seal)

CAMILLE BLASINGAME
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
MY COMM. EXPIRES 12/03/2023

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation #: 21-11 **Bidder/Offeror:** FleetCor Technologies, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Randy Morgan Signature: _____

Title: Chief Operating Officer Date: 8.18.21

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	FLEETCOR TECHNOLOGIES OPERATING COMPANY LLC
Trade Name:	FUELMAN
Address:	820 BEAR TAVERN ROAD WEST TRENTON, NJ 08628-1021
Certificate Number:	1224168
Effective Date:	March 29, 2006
Date of Issuance:	October 19, 2018

For Office Use Only:

20181019101616725

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Randy Morgan Title: Chief Operating Officer

Signature:  Date: 8.18.21

DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: Solicitation # 21-11

VENDOR/BIDDER: FleetCor Technologies, Inc. through subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

8.18.21
Date

Randy Morgan, Chief Operating Officer
Print Name and Title

Article 3.5 Item b) iv. – Describe your fuel card service and payment solutions platform, with prime benefits.

RFP Specification:

iv. Describe your fuel card service and payment solutions platform. Include the prime benefits of this platform.

FLEETCOR Response:

Please refer to response sub-article 3.2.A. entitled Describe the Full Line of Products and Services Offered. Within that response section, we provide detailed descriptions of the fuel card service and payment solutions platform offered, and benefits of each fuel card program. See sub-articles 3.2.A-1 for Fuelman Fleet Card, and 3.2.A-2 for Comdata MasterCard. To eliminate redundancy and repetitiveness, please reference those previous sections.

Article 3.6 Item b) v. – Describe how Offeror responds to Controls and Compliance (list of specific items to address).

RFP Specification:

v. Describe how Offeror responds to Controls and Compliance. Include:
    i. Card Design.
        a. Supply card design examples (no physical cards are needed).
        b. Are you able to design a custom participating public agency card?
        c. What is the cost associated with design and delivery?
    ii. Describe card limits, transaction limits and spending controls. Include the ability to restrict spending, changing card limits, including permanently or temporarily. Does the participating public agency have the ability to make limit changes? What is the length of time for limits to be effective?
    iii. How is participating public agency protected by unauthorized charges?
    iv. What is the resolution and timeline for disputes or issues related to a charge?
    v. Describe the process for reporting a lost or stolen card.
    vi. Describe cash access solutions. Can cash access be blocked?

FLEETCOR Response:

We have provided below, separate responses for each item in b) v.

Item b) v., i. Card Design.

We provide answers to the questions under v. i. as follows:

Supply Card Design Examples

The current standard card images are as follows:

Fuelman (Proprietary) Fleet Card



Please note that an EMV/Chip version of the Fuelman Fleet Card is expected soon. We do not have an image of it yet.

It can be arranged for custom text or logos, state seals to be printed on top right portion of the cards.

Comdata MasterCard Fleet Card



AssetWorks TRIPCard MasterCard (a Value Add solution)



Are you able to design custom participating agency card?

- It is feasible to design custom participating agency card, especially for a large State government who wants to participate under the contract and demands the State have its own card image.
- Another option, which is always our recommendation to hold down costs, is use semi-custom imaging, whereby the Public Agency would use our standard card images shown above, then we can do customization by laser printing custom text, and/or maybe a logo or State seal, and this laser printing occurs as card orders are filled. Our card production/embossing fulfillment vendor (IDEMIA) has embossing equipment capable of laser printing the custom text or image on cards as they fulfill card orders. Text or logos would need to be single color, black or white. The customization would happen on the top right portion of the card images shown above.

What is the cost associated with design and delivery?

- For the semi-custom recommendation explained above, we can accomplish that at no charge.
- For a completely custom card, we would need to quote it on a case-by-case basis, the cost would vary based on the number of cards a Public Agency would need to have in inventory. Unless otherwise agreed with the Public Agency desiring custom plastic, FLEETCOR/Comdata reserves the right to pass through the added cost of custom card stock inventory. We hope that OMNIA and Public Agencies can understand, with the added costs of EMV/Chip in the card, it is way more economical to utilize the semi-custom solution.

Item b) v., ii. Describe Card Limits, Transaction Limits and spending controls.

RFP Specification:

ii. Describe card limits, transaction limits and spending controls. Include the ability to restrict spending, changing card limits, including permanently or temporarily. Does the participating public agency have the ability to make limit changes? What is the length of time for limits to be effective?

FLEETCOR Response:

Since we are offering different card programs, we provide responses for each. Please note that these features and benefits were explained in response to 1.6) and also in response to section 3.2.A., under 3.2.A-1 for Fuelman Fleet Card, and 3.2.A-2 for Comdata MasterCard.

Card program administrators at participating Public Agencies can be trained on how to

make limit changes in the online systems. Changes in limit charges are generally real time, effective immediately.

The Fuelman Fleet Card provides Advanced Purchasing Controls, including:

Closed Loop Network (Fuel & Maintenance Only)

The Fuelman Network consists of fuel & maintenance locations only. Merchant Category Code (MCC) restrictions are not necessary since you can only use the card for fuel or if limits are established in the system, fleet supplies (such as add engine oil or washer fluid) and vehicle maintenance. Access to non-fuel maintenance spend is limited at the vehicle/card level.

Dual Component Authorization with 100% Level 3 Prompting.

The Fuelman system requires both a valid unlocked vehicle card to be used in conjunction with a valid unlocked driver ID (PIN) which provides built in security in the system. All point-of-sale (POS) systems accepting the Fuelman card will prompt for a valid PIN. If a card becomes lost or stolen it cannot be used without a valid PIN.

Real Time Posting/Processing.

The Fuelman card provides real time transaction processing, meaning transaction completions are posted in the system database within minutes of the driver completing the purchase. There are no posting delays common with universal card programs. This allows for exceptions **alerts to managers quickly** (sent hourly). Managers can immediately discipline or be notified of employees that are violating fueling policies.

100% Level 3 with Advanced Product Mapping Technology.

The Fuelman Network provides 100% Level 3 data and our system utilizes advanced Product Mapping Technology (PMT) which allows the system to report fuel product codes with more than 99% accuracy. **Program administrators can manage drivers with confidence in the fuel grades reported.**

"Hard" & "Soft" Controls set a vehicle/card level.

Purchase controls (limits) can be placed on the vehicles/cards providing unparalleled aid in the prevention and/or identification of unauthorized or improper use of the cards via exception reporting & transaction denial capability. This occurs through both "hard controls" and "soft controls" functionality:

- **"Hard controls"** are purchase controls that include Denial Limits. In many cases, if the denial limit is violated the system will literally deny the transaction or limit the purchase to the allowed gallon limit available for the vehicle/card.

  - Hard control settings are subject to the merchant's POS Authorization Limitations.
  - If a merchant's POS system cannot enforce a control limit, the system will flag the transaction as having the purchasing parameter violated (flagged as an exception) which will be displayed in your Management Reporting.
  - Additionally, the account can be established to receive Exceptions Alerts via email or text message (generally alerts sent hourly).
- **"Soft controls"** occur when the Customer chooses to "Allow and Report" instead of "Deny" for the control settings in our system. Or, in some cases the merchant's POS system is unable to enforce denials so back-end exceptions reporting shall occur, which is also referred to as a Soft Control. Report Limits are established for each vehicle, and when this limited is exceeded it triggers an exception flag on the transaction which can be reported hourly via Email or Text Message Alert and flagged on the reporting.

Available Purchase Control Limits, established by "Report" and "Deny" Limits, include:

11) Fuel Tank Limit (Gals per transaction)
12) Daily Fuel Gallons
13) Weekly Fuel Gallons
14) Weekly Fleet Supplies (dollars)
15) Weekly Fleet Services (dollars)
16) Weekly Misc. Purchases (dollars)
17) Transactions Per Day
18) Fuel Grade Restrictions[1]
19) Day of Week
20) Time of Day Limits

[1] Note that Fuel Grade/Fuel Type restrictions cannot be enforced in a traditional Retail Pay-at-Pump transaction, so this would default to a "Soft Control" with exception reporting. This is not limited to Fuelman and applies to all fleet card programs. The ability to enforce a fuel type restriction is caused by a POS technology limitation, common to all fleet card programs.

Method for Fuel Only Encoding

Established by setting the allowed Weekly Fleet Supplies, Weekly Fleet Services, and Weekly Misc. Purchases (dollars) to zero $0.00.

- If for some reason merchant's POS system does not deny a non-fuel purchase, the system can report the purchase violation as an exception (sent hourly) via email or text message alert, allowing for quick discipline of the cardholder.
- Customers report they have tremendous success enforcing Fuel Only program with Fuelman's tight controls and timely exceptions alerts.

Day-of-Week and Time-of-Day Limits

System can be set to "Allow and Report" or "Deny". This is a Hard Control in most cases, so purchases outside the established Days-of-Week or Times-of-Day will be declined.

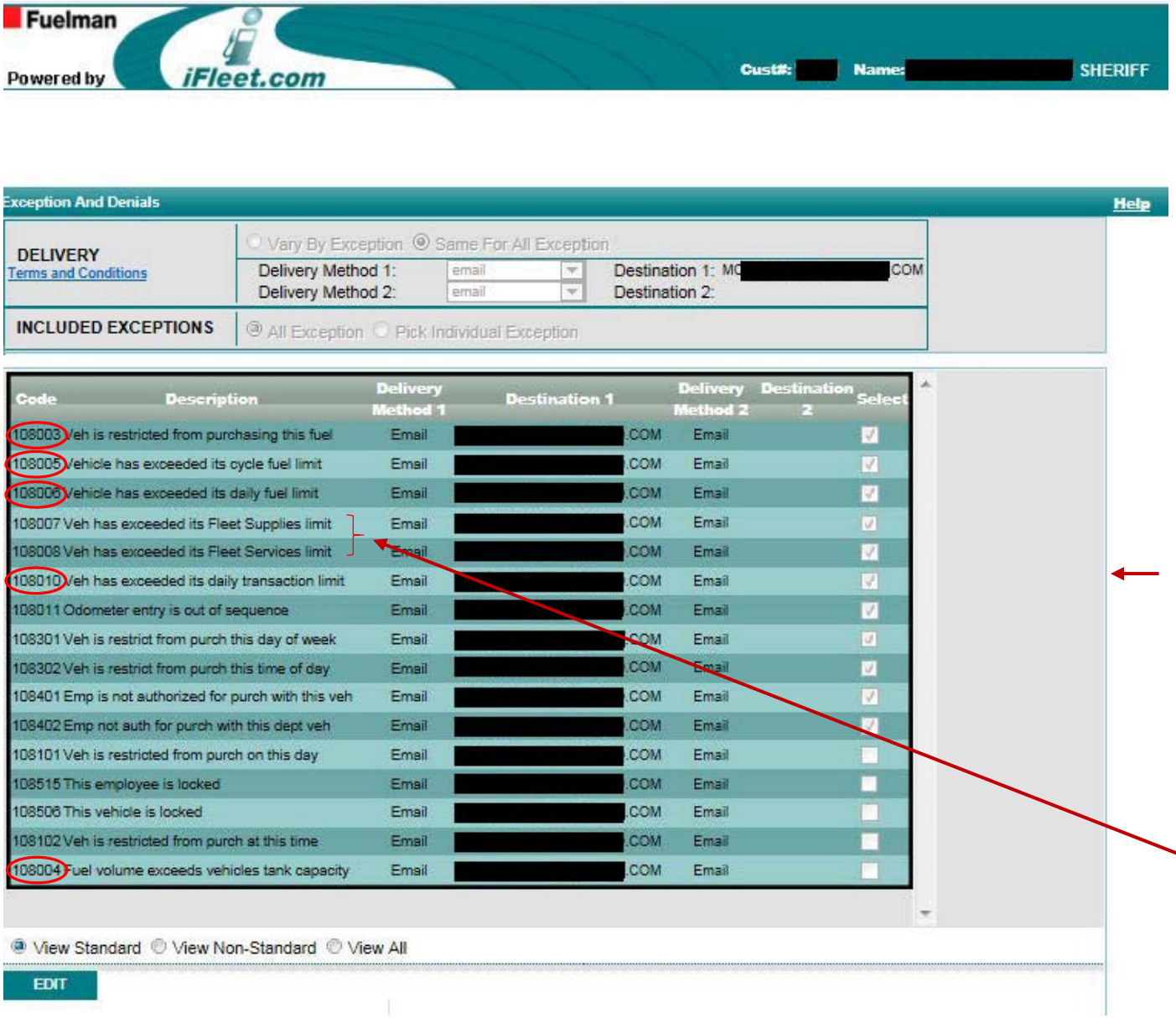
Exceptions and Denial Alert Reporting

On next page, we provide a screen print of the Exceptions Alert Reporting Setup available in the system. The Screen Print allows you to review the available exceptions alerts that can be sent by Email or Text Message.

- Exceptions Alerts are established at the Customer ID Level within the system.
- Exceptions Email or Text Message Alerts are generally sent once per hour throughout the day.
- Exceptions Email Alerts will occur when a cardholder successfully completes a transaction that exceeds a report limit or denial limit for the vehicle/card.
- Exceptions Email or Text Message Alerts can be sent to up to two (2) persons on the account.
- Exceptions Email or Text Message Alerts can be tailored to include All Exceptions or you can select from the list only the particular exceptions recipient desires to receive.
- **As a "Best Practice", FleetCor recommends that Customers should always receive the following Exception Alerts to help quickly identify potential fraud or theft:**
  - Code #108003 - Veh is restricted from purchasing this fuel
  - Code #108004 - Fuel volume exceeds vehicles tank capacity
  - Code #108005 - Vehicle has exceeded its cycle fuel limit
  - Code #108006 - Vehicle has exceeded its daily fuel limit
  - Code #108010 - Veh has exceeded its daily transaction limit

❖ **Upon request to your assigned Account Manager or to Customer Service, FleetCor will add or modify the Exceptions and Denials Alert reporting established on your account. If account is using a logon to iFleet portal, an authorized program administrator can adjust and modify the Exceptions and Denial Alerts on a self-serve basis.**

Screen Print from Exceptions and Denials Alert Reporting Setup Screens in the System



To help quickly identify potential fraud or theft, as a "Best Practice" FleetCor recommends that Customers should always receive the Exception Alerts circled.

When managing "Fuel Only" program, it is a best practice to receive these two alerts.

Exceptions Download Reporting Online

Using the online system provided, authorized users can download exceptions transaction details to Microsoft Excel.

Real Time Transaction Denial Reporting Online

Using the online system provided, authorized users can download real time Denial Transaction data to Excel to immediately determine drivers attempting to purchase outside the established limits or that need additional training (such as entering wrong Driver ID).

- Denial reporting allows customers to review transactions denied and see first-hand the potential fraud, misuse or abuse stopped by the Fuelman card program.

With Comdata MasterCard

Below, we provide an overview of the Purchase Controls provided by Comdata MasterCard, which would be exactly the same for AssetWorks TripCard MasterCard.

Advanced Purchasing Controls with Pump Shut-off Capability

Comdata MasterCard provides Best-in-class purchasing controls with **pump shut-off capability (for enforcing purchasing limits) at approximately 95% of stations**.

The fuel card program will be rich in purchase control features including:

- **Security (dual component authorization).** The system will provide a secure, PIN protected card system. Cards can be set for "Level 3 Sites Only" to help enforce dual component authorization (i.e. valid card and Driver ID).
- **Purchasing Profiles.** Customers are encouraged to group Vehicles or Drivers (if using Driver Cards) with similar purchasing profiles (desired purchasing limits), then set purchase limits including MCC controls for each group of vehicles (known as a purchasing profile).
  - Customers can establish as many purchasing profiles as needed in the system. This makes changing future purchase controls quick and easy for hundreds if not thousands of vehicles or drivers (cards) at one time.

The most common card control limits that can be customized to Customer needs, include:

- **Merchant Category Code (MCC) Controls**
  - During setup you select the MCC groupings where you want the cards to work. Generally, for Fleet Card setup, customers choose either Fuel Station MCCs only, or if usage for vehicle maintenance is desired, establish the profile(s) for both Fuel Station MCCS and Automotive Maintenance MCCS.

  - If cards are presented at MasterCard acceptance locations not in the MCCs assigned, transactions are immediately declined.

- **Pay-at-Pump Only (MCC 5542)**
  - Limit cards to transactions which occur only at the fuel island (MCC 5542)
  - All fuel island point of sales systems in the MasterCard network are assigned MCC 5542. Transactions from inside the station would be declined.

- **Fuel Only Encoding**
  - Established by limiting cards to use at fuel station only MCCs, and special encoding of the mag stripe limiting card to only one product at time of sale. Card is embossed with "FUEL ONLY" on the card.
  - This setup combined with Pay-at-Pump only setting will further restrict the card to "FUEL ONLY" and will even stop purchases of car washes at the pump.

- **Level 3 Only**
  - This setting limits cards to only work at stations that prompt for Level 3 data.
  - If station does not prompt for Driver ID & Odometer, the Driver would need to proceed to an alternative location.

- **Overall Authorization Limits.** Overall authorization limits are assigned within the purchasing profiles. **Approximately 95% of the time the limits will stop the pump when the first 3 limits noted below are reached.** We can establish accounts to receive exceptions reporting when merchant POS authorization limitations can't stop the pump. Limits available include:
  - **Maximum Dollars Per Transaction**
  - **Maximum Number of Transactions Per Day**
  - **Maximum Dollars Per Day**
  - **Cycle Limit Transactions** (i.e. Max Number of Transactions per Week or Month)
  - **Cycle Limit Dollars** (i.e. Maximum Dollars Per Week or month)

- **Fuel Grade Restrictions**
  - Though fuel grade restrictions are not enforceable at the pump, the system can be established to report exceptions for high grade or wrong grade fuels.

- **Day-of-Week and Time-of-Day limits**
  - Establish the system so that purchases outside the allowed days or times of day are either declined or reported as exceptions.
  - Transactions on Saturday or Sunday can be reported as exceptions.

Exceptions Reporting as Frequently as Daily

Account(s) can be established to receive valuable **Exceptions Reporting as frequently as daily**. An Exceptions Report can also be downloaded, on-demand using the online iConnectData system (at reportQ).

- View a list of posted transactions that triggered exception flags set up on your account for the report period and includes possible duplicate transactions flagged.
- Great tool for identifying cardholder misuse or failure to follow established fueling policies.
- Exceptions reporting is after the transaction occurred (posted transactions) and Customer selects the exceptions you want reported.
- Exceptions can be reported at the overall account code level, the Customer ID level, or Purchasing Profile level. Reports at the Customer ID level can be distributed to managers assigned to each Customer ID. Exceptions that can be reported include:
  - Tank Capacity exceeded (gallons)
  - Transaction Dollar Limit
  - Daily Transaction limit (number of trans.)
  - Daily Dollar limit
  - Miles Per Gallon
  - Cost Per Gallon
  - After Hours
  - Weekend Service
  - Saturday Transactions
  - Sunday Transactions
  - Possible Duplicates
  - Wrong Fuel Grade (you establish which fuel grades are to be considered wrong)

Item b) v., iii. How is a participating public agency protected against unauthorized charges.

RFP Specification:

iii. How is participating public agency protected by unauthorized charges?

FLEETCOR Response:

The Fuelman Fleet Card Provides Protection against Fraud or Unauthorized Charges as Follows:

Enhanced Fraud Management and Continuous Monitoring Solution

All transactions process through the "Closed Loop" Fuelman authorization system. The card program uses enhanced fraud monitoring system managed by the FLEETCOR/Comdata fraud team, which offers the following:

- All transactions are evaluated in real-time by a robust fraud management system

(Safer Payments by IBM which we refer to internally as IRIS). System utilizes machine learning, artificial intelligence and rules-based technology to identify suspicious patterns.

- We employ a team of dedicated data scientists that leverage data from multiple sources, analytical tools and statistical techniques to build, test and implement rules to identify and often stop fraud on an ongoing basis.
- **Model, Simulate & Test New Rules.** Our system allows immediate changes to fraud models and business rules to help defend against fraudsters in this quick changing criminal environment.
- **Identify Suspected Counterfeiting.** Counterfeiting is a quickly growing area of credit card fraud and our fraud management system monitors for known characteristics of counterfeiting.
- We employ a team of fraud analysts that work flagged transactions.
- **Fraud Alert Notices.** If suspected fraudulent activity is identified, the system may automatically send, or Fraud Analysts working flagged transactions may send Fraud Alert Email Notices to the authorized fleet contact on the account. This will allow your card program administrator to quickly review suspected fraudulent charges.
  - The card program administrator will need to reply to Fraud Alert Notices acknowledging whether the transaction is legitimate or not. If determined the transaction is not legitimate, actions will be taken to immediately lock the card and order replacement.
  - The card program administrator would need to submit a Fraud Dispute Form for any transactions it desires FleetCor Fraud Department to review for possible reimbursement or credit.
- **Ability to implement Geographic Restrictions/Rules.** The enhanced fraud management system offers ability implement purchasing rules such as limiting card use on a Customer ID to a specific geographic area like a specific state or group of states. Purchasing Rules can be but in place to deny transactions in States that have high incidences of fraud (such as Florida, Texas, or California). **This feature can significantly lower exposure to card skimming fraud.**
- The Fraud Team provides internal support to Enterprise Fleet Support Team on disputes, charge-backs and suspected fraud.

Other Considerations and Processes that are in place:

- Velocity/Purchasing Controls established on Cards help limit fraud risk (losses).
- Fuelman's fraud monitoring and card purchase controls do not guarantee all suspicious activity will be identified, so we strongly encourage clients to closely monitor purchasing activity on the card program using reporting we make available.
- The Fraud Alert email recipient (assigned card program administrator on the account) should always confirm (by responding to the email) whether the card

activity was legitimate or not, signaling to Deny transactions and replace the card.

- If your card program administrator independently determines fraudulent activity occurring on a card, we recommend you first block and replace the card in the online system, or place call to the account manager or customer service to block and replace card due to suspected fraud. You should then **initiate a Fraud Dispute by submitting Fraud Dispute Form**, which will be researched by the FLEETCOR Fraud Department.

EMV/Chip Card coming soon to Fuelman Fleet Card

FLEETCOR has under development an EMV/Chip Fuelman Proprietary Fleet Card. We should be issuing the Chip card format by the end of 2021. The card will also have a magnetic-stripe on the back for use at stations that have not converted their point-of-sale (POS) equipment to accept EMV Chip.

Retailers faced a deadline of April 16, 2021 for installing EMV capable Pay-at-Pump acceptance, which they were required to comply with to avoid fraud liability shift from their acquiring bank card processors. From recent research and trade publications it appears that more than 50% of stations are now EMV compliant.

EMV chip cards have led the way to fraud prevention at POS devices. Traditional credit cards use a magnetic stripe on the back of the card which stores all pertinent data to the cardholder. Information on the magnetic stripe is static which means it will never change. Fraudsters skim this static data to create counterfeit cards.

With EMV chip cards, the cardholder's data is still stored in the magnetic stripe, but also on the chip which generates a unique code each time a transaction occurs. The code restricts fraudsters from performing fraudulent transactions with the cardholder's data when the chip card is dipped or inserted at the POS device.

Proximity Fuel Controls coming soon to Fuelman Fleet Card

FLETCOR has under development with plans to release in near future, Proximity Fuel Controls. We have already released Proximity Fuel Controls on our Comdata products. We anticipate it will work similarly on Fuelman proprietary card, which in summary is as follows:

Through data integration and real-time control capability available with GPS providers, FLEETCOR will offer Proximity Fuel Controls. Initially it will be available with Geotab, followed by additional GPS vendors soon thereafter. Proximity Fuel Controls integrate 3 key types of data to stop invisible fraud:

- Unit # / Fleet data: unit number, truck type, tank capacity
- Tank Fill Level

- GPS/Proximity data for truck and fuel station

During setup, clients choose which rules will automatically apply when potential fraud is detected:

- Decline if misuse is detected vs. just sending an alert
- Authorize fill up to the standard card profile limit vs. limiting to the space available within the tank.

❖ **Note: A small fee per card monthly is required to receive Proximity Fuel Controls.**

The Comdata MasterCard Fleet Card Provides Protection against Fraud or Unauthorized Charges as Follows:

Enhanced Risk Management Solution (Continuous Fraud Monitoring) with Comdata Alerts & Notifications

All transactions process "Closed Loop" through Comdata's authorization host system and are monitored for fraud in real time, 24 x 7. Consider the following:

- All transactions are evaluated in real-time by a robust fraud management system (Safer Payments by IBM which we refer to internally as IRIS). System utilizes machine learning, artificial intelligence and rules-based technology to identify suspicious patterns.
- We employ a team of dedicated data scientists that leverage data from multiple sources, analytical tools and statistical techniques to build, test and implement rules to identify and often stop fraud on an ongoing basis.
- **Model, Simulate & Test New Rules.** Our system allows immediate changes to fraud models and business rules to help defend against fraudsters in this quick changing criminal environment.
- **Counterfeiting.** Counterfeiting is a quickly growing area of credit card fraud and our risk management solution monitors for known characteristics of counterfeiting such as:
  - Known test transactions (counterfeiters commonly test card information before creating cards)
  - Known high counterfeit merchants, or
  - Several purchases within a few hours at high counterfeit merchants
  - Swiped transaction in different states within only a few hours
- We employ a team of fraud analysts that work flagged transactions.

- If potential fraud is identified by our analysts or the monitoring system, we will send Fraud Alert emails to Customer's program administrator or directly to cardholders if enrolled for Alerts & Notifications (see more about this below).
- Our Fraud Team provides internal support to the Account Support Team on disputes, charge-backs and suspected fraud.
- Additionally, Velocity/Purchasing Controls established on Cards help limit fraud risk (losses).

➢ **Comdata Alerts & Notifications.** Nowadays, people no longer travel without a mobile device or a credit card. Unfortunately, one or the other may be compromised. Whether through a data breach, system/network attack, or card skimming, credit cards have a high chance of being hit with identity theft. The good news is that Comdata's Alerts & Notifications program allows cardholders to continue using their card, even if it has been compromised, with help from their mobile device.

- **How does it work?** With Driver Card setup, if driver agrees to enroll and allow their mobile phone number to be assigned to their card in the Comdata system, if Comdata's risk system identifies a suspicious transaction, the cardholder will receive an alert via text message. Your cardholder can reply confirming whether or not the transaction was fraud. If they confirm fraud, the card will go into a locked-down state and each additional transaction will be declined. However, the cardholder will receive a text message with each declined transaction allowing them to override the declined authorization. If overridden, they can swipe their card again and continue the transaction as normal. If the cardholder receives a declined alert they don't recognize, there's no need to respond as the transaction was not authorized.
- In addition, cardholders can also receive a text message if their card is declined for non-fraudulent reasons, such as a PIN/ID number being entered incorrectly. In these cases, the cardholder can correct the error and rerun the transaction.

Additional Proactive Measures as Fraud Deterrent:
Proactive measures can be implemented on cards, which are enhanced authorization rules or notification rules we can implement over and above your Card Purchase Controls. These rules can Limit Activity or allow Customers to receive Instant Notifications.

- **Limit Activity:**
  - At approved merchants only
  - By geographical area (such as select States only)
  - After number of declines
- **Instant Notifications:**
  - On inactive cards
  - On cards in a watch list
  - On attempts at prohibited merchants
  - On specific declines

- On activity at merchants over a defined amount

Other Considerations and Processes that are in place:

- Comdata's fraud monitoring and card purchase controls do not guarantee all suspicious activity will be identified so we strongly encourage clients to closely monitor purchasing activity on the card program using reporting we make available.
- For Vehicle Card setup, suspected fraud or suspicious activity identified by Comdata will typically result in a Fraud Alert email to the assigned card program administrator on the account, but may even trigger a phone call to the administrator assigned.
- The Fraud Alert email recipient (assigned card program administrator on the account) can confirm (by responding to the email) whether the card activity was legitimate or not, signaling to Deny transactions and replace the card.
- If card program administrator independently determines fraudulent activity occurring on a card, we recommend you first block and replace the card in iConnect, mark the reason as fraud, or place call to the account manager or Customer Service to block and replace card due to suspected fraud. You should then **initiate a Fraud Dispute using the Online Dispute Smart Form**, which will be researched by the Comdata Fraud Team.

EVM Chip Card Functionality

The Comdata MasterCard we propose, will be an EMV (Europay, MasterCard, Visa) Chip card. The card will also have a magnetic-stripe on the back for use at stations that have not converted their point-of-sale (POS) equipment to accept EMV Chip.

Retailers faced a deadline of April 16, 2021 for installing EMV capable Pay-at-Pump acceptance, which they were required to comply with to avoid fraud liability shift from their acquiring bank card processors. From recent research and trade publications it appears that more than 50% of stations are now EMV compliant.

EMV chip cards have led the way to fraud prevention at POS devices. Traditional credit cards use a magnetic stripe on the back of the card which stores all pertinent data to the cardholder. Information on the magnetic stripe is static which means it will never change. Fraudsters skim this static data to create counterfeit cards.

With EMV chip cards, the cardholder's data is still stored in the magnetic stripe, but also on the chip which generates a unique code each time a transaction occurs. The code restricts fraudsters from performing fraudulent transactions with the cardholder's data when the chip card is dipped or inserted at the POS device.

Proximity Fuel Controls

Through data integration and real-time control capability available with GPS providers, Comdata offers Proximity Fuel Controls. This capability is in place currently with Geotab, Omnitracs (ES Platform), Samsara, TeletracNavman, and Verizon. Additional GPS vendors will be added. Proximity Fuel Controls integrate 3 key types of data to stop invisible fraud:

- Unit # / Fleet data: unit number, truck type, tank capacity
- Tank Fill Level
- GPS/Proximity data for truck and fuel station

During setup, clients choose which rules will automatically apply when potential fraud is detected:

- Decline if misuse is detected vs. just sending an alert
- Authorize fill up to the standard card profile limit vs. limiting to the space available within the tank.

❖ **Note: A small fee per card monthly is required to receive Proximity Fuel Controls.**

Item b) v., iv. How is a participating public agency protected against unauthorized charges.

RFP Specification:

iv. What is the resolution and timeline for disputes or issues related to a charge?

FLEETCOR Response:

With Fuelman Fleet Card

Disputed transactions such as suspected fraud, must be submitted using a Fraud Dispute Processing Form. The form can be submitted by email to frauddisputesfn@fleetcor.com. FLEETCOR's fraud team will review claim and make determination regarding responsibility for the charge, considering our Fuelman Network rules with merchants and the underlying contract or Terms and Conditions with the customer. Generally, the Fraud Team responds to claims (with any agreed resolutions) within 14 days of receipt of the claim form.

With Comdata MasterCard

Comdata has developed an Online Dispute Smart Form available to authorized card program administrators at "Real Time Transaction History" within iConnectData (ICD).

A Quick Steps guide for launching a dispute form and submitting disputes is available at the Resource Center at ICD. The Online Dispute Smart Form simplifies the process for reporting and disputing transactions including suspected fraud. Administrators can monitor submitted disputes through ICD as well. Submittal of dispute will trigger review or investigation by the Comdata fraud team. Generally, the fraud team responds with any agreed resolutions within 14 days of submittal.

Item b) v., v. Describe the process for reporting a lost or stolen card.

RFP Specification:

v. Describe the process for reporting a lost or stolen card.

FLEETCOR Response:

FLEETCOR trains card program administrators on use of the online systems for locking and replacing cards, which effectively is reporting a lost or stolen card in the system. Alternatively, card program administrators can contact customer service, or their assigned account manager to report a lost or stolen card. This can include our 24 hour customer service call center. Additionally, on the back of each Fuelman card or the Comdata MasterCard is a toll-free number for cardholder services or voice authorization assistance (Fuelman). Attendants at this number can assist with locking a lost or stolen card.

Item b) v., vi. Describe cash access solutions (can cash access be blocked?).

RFP Specification:

vi. Describe cash access solutions. Can cash access be blocked?.

FLEETCOR Response:

With Fuelman Fleet Card

The Fuelman Fleet Card is a proprietary fleet card solution from FLEETCOR. The card cannot be used at ATM machines, and it does not provide ability to allow cash withdrawal at the point of sale in a convenience store. With widespread pay-at-pump acceptance, Drivers should virtually never have to pay inside a store or pre-pay with the card. If a station doesn't have pay-at-pump, and cashier will not turn on the pump without pre-pay, the Driver should try to get cashier to turn on the dispenser by leaving card with the cashier while pumping if necessary. If the cashier refuses to turn on the pump without pre-pay, the Driver should only pre-pay for the amount of fuel he or she knows the vehicle will hold.

With Comdata MasterCard

Comdata does offer multi-card MasterCard programs that can utilize the Debit functionality of the card through MasterCard, however in most cases a government fleet account would have their cards and account established with all this functionality turned off. So, the answer is “Yes”, cash acces functionality can definitely be blocked.

Many of our OTR customers need the ability to pay drivers for miscellaneous expenses while traveling. Additionally, we offer a Travel & Entertainment card program with Expense Management solution, where companies can administer expense reporting and expense reimbursements to employees. Companies needing ability to reimburse employees with card, can utilize the Debit functionality from MasterCard, and load payments to employees onto the card. Then, employees can access their debit funds at ATMs, or they can transfer their funds over to their personal bank account using either the Comdata FleetAdvance mobile app or through a voice response unit (VRU) system Comdata offers. Companies enrolled for these services, utilize the back-office functionality within iConnectData to administer these payment programs.

Comdata also provides businesses in our OTR segment, the ability to issue ComChecks, and we have recently introduced Virtual ComCheck program that enables digital payments by Drivers using one-time use MasterCards. Comchecks enable OTR drivers to pay for things like lumpers, which is an important expenditure for trucking companies. We do not envision Public Agencies participating under the OMNIA Partners Master Agreement, ever needing ComCheck functionality.

Article 3.7 Item b) vi. – What is Offeror’s technical capabilities and information reporting.

RFP Specification:

vi. What is Offeror’s technical capabilities and information reporting?
- i. Program Administrator and Cardholder functionalities:
  - a. Explain Online Account Management for Program Administrator and Cardholders.
  - b. Describe applying for card, canceling card, suspending, and maintaining cardholder profile.
  - c. What is your card application process?
  - d. Describe Mobile Platform.
- ii. Reporting
  - a. Provide a description of reports.
  - b. Describe the participating public agency ability to create custom reports?
  - c. What frequency can the data be extracted and formatted?
- iii. Reconciliation

a. Describe your reconciliation tools.
b. Describe how your reconciliation package interfaces with a participating public agency's financial management system.
c. Describe any additions to the reconciliation process and tool options available with your solution.

iv. Technology

a. Describe your ability to offer a turnkey ERP solution.
b. What resources do you provide to support your technology system tools?
c. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
d. What physical and software security measures do you take to protect the confidentiality of a participating public agency's transactions information?
e. How do you ensure data consistency and integrity?
f. Describe the website's capabilities and functionality.
g. What is your business continuity plan?
h. Describe fraud detection tools.

FLEETCOR Response:

We have provided below, separate responses for each item in b) vi.

Item b) vi., i. Program Administrator and Cardholder Functionalities.

With Fuelman Fleet Card

Online Account Management System

FLEETCOR will provide a secure on-line account management system for use by the authorized Fleet Contacts to manage the company's account on-line 24x7. Presently, we have 3 different customer User Interface (UI) applications, so the functionality may vary slightly from on UI to another. In the upcoming future we do plan to migrate to a single UI. Regardless of which is being used, the online system will allow the Fleet Admin to manage its fueling business, vehicles/cards, employees/Driver IDs, transactions and reporting with great security and access level controls. We will train fleet administrators on use of the system and provide User Guides. Generally speaking, features of the online system include:

- Add/Edit/Lock or Unlock vehicles (Cards). Locking/Unlocking of Card occurs in real time.
- Add/Edit/Lock or Unlock Employees (Driver IDs).
- Order Replacements for broken or worn cards.
- View or download transactions.
- Export or Download Exceptions Transactions or pre-programmed Exceptions Report and Declined or "Denial" Transactions.

- View/Edit/Add/Remove Purchasing Controls (card control limits) on vehicles/cards quickly. The iFleet UI administers this through Purchasing Profiles setup.
- Edit/Change a card's assigned purchasing profile (iFleet portal setup).
- Manage Exceptions: View/Edit (select) Exceptions Alerts to be received, who is to receive them and the Delivery Method for alerts.
- Maintain Online Users. Authorized administrators can manage online users with access level below their user level. This includes add, edit, and remove access, and establish allowed user activities allowed.
  - For accounts with multiple Customer IDs, your primary fleet managers can be set up with a logon allowing them to view all accounts, while individual department managers can be set up to only access/manage their own department's account (Customer ID).
- Pay Bill On-line (access Billtrust secure payment portal.)
- Standard Reporting Capabilities you would have immediate access to at the online system include:
  - View/Print/Download invoices & supporting Fleet Management Reports.
  - View/Print/Download Optional Reports established for the account.
  - Download other fleet database information & reports such as List of Active Profiles, List of Active Cards, List of Active ID's
  - The number of months that reports will be available through the logon will vary based on the customer UI that client has been set up for.
- Access Real Time transaction data.
  - With FleetNetPro, Customer can download for a date range, up to the minute, real-time transaction data for all cards in an account at any time.
  - With iFleet, for a specific Card, the online user can use the "One Week Snapshot" feature to view transactions for the card in real time.
- The online systems work with most all typical internet browsers such as current versions of Internet Explorer and Google Chrome. There is no software required other than an internet browser and of course the user's computer will need to be connected to the internet.

Applying for card, canceling card, suspending, and maintaining cardholder profile.

Card program administrators at participating public agencies, with access privilege to order and make changes on the account shall be trained on use of the online account management system for ordering cards, which we assume is what is meant by the phrase "Applying for card" in the RFP. Likewise, the card program administrator with access rights will be able to lock a card, replace a lost or stolen card, and maintain cardholder profile (purchase controls).

For larger Public Agency accounts utilizing the contract, FLEETCOR may assign an account manager (AM) to the Client, or a government team of AMs, and the AM would be available to complete orders during normal business hours, typically M – F, 8:00 AM

to 5:00 PM.

Additionally, traditional methods of ordering cards, or Driver IDs, or other locking or unlocking tasks, by phone or Email are available through FLEETCOR's Client Services department (call center support). The Customer Service Center is available 24x7. The toll-free number and email address for client services are as follows:

- Toll Free by Phone: 1-800-877-0800
- By Email: customerservice@fleetcor.com

FLEETCOR also offers access to our 24-Hour Voice Authorization Center / Help Desk which provides assistance to both merchants and customers.

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

The Help Desk can be used by the cardholder or merchant whenever cardholder incurs equipment or card problems at a station and needs authorization assistance (manual voice authorization processing). The Help Desk can also assist Customer's authorized Fleet Contact with locking lost or stolen cards after hours or during the weekend.

Card application process

Participating Public Agencies do not "Apply" for a card. They would apply to create a Fuelman account. When an account is created and implemented, cards needed (requested) by the client are sent to the client to distribute cards and begin use under the account. Post-implementation of the account, generally Customers prefer to be trained on using the online system (self-serve) for ordering cards. If a Customer prefers to order cards manually by phone or email, we offer this service either through our customer service call center support, or account manager support (if AM is assigned to the client).

Describe Mobile Platform

FLEETCOR provides Fuelman Mobile **(available for Apple devices at App Store and Android at Google Play)** to help your workforce to be more Effective and Efficient.

The Fuelman Mobile app provides the following functionality:



- **Find Fuel Locations Using Filters**
  - App users can adjust the default settings to look for stations by fuel type, search radius, and preferred navigation map.
  - App displays stations in vicinity of the mobile device.
  - Alternatively, the user can type an address and find closest sites to the address.
  - User can switch the Map view to List view sorted in closest proximity order
  - From either the map or list views, Drivers can select the desired station and the App launches voice-guided GPS Navigation to the station using the smartphone's default navigation system.

- **Launch Voice-Guided Turn-by-Turn GPS Navigation**
  - Forget maps or Site Listings! Launch turn-by-turn GPS navigation directly from your Smart Phone. The App makes it easy and safe to drive to Fuelman stations.

The Fuelman mobile platform is not used for managing the card program. However, FLEETCOR has developed a Customer UI we refer to as UCX, that has mobile functionality for card program administrators. Certain smaller clients may be implemented with that functionality, however currently we do not typically implement UCX setup for larger Public Agency clients. Larger clients would typically be required to use our traditional UI portals for online account management (FleetNetPro or iFleet). Some clients report success using these applications with mobile devices such tablets, however they are not designed for use with a mobile phone.

With Comdata MasterCard

Comprehensive Online Account Management System (iConnectData.com)

Comdata offers participating public agencies choosing the Comdata MasterCard solution, free access to iConnectData.com (ICD), the Comdata online account management tool. ICD can be accessed at any time – 24/7/365. ICD is a robust, web-based system that is maintained to current technology and security standards. Authorized users can perform an array of real-time card activation and maintenance functions including but not limited to:

- Add or edit a card
- Replace a card
- Block/Activate a card
- Add/Edit/Manage Vehicle IDs
- Add/Edit/Manage Driver IDs
- Change purchase limits or profiles by moving cards from one profile to another
- Recycle Card Limits (temporary adjustment affecting one card for one transaction), to help a stranded driver complete a purchase when a card has exceeded a limit causing decline.
- Perform One-time card overrides
- Online card moves from one sub-account to another
- Customize field names
- Manage Virtual Card – add, edit, review and account setup
- Manage Transactions using “Real Time Transaction History” screen, including:
  - View declined transactions including details as to why declined
  - View Authorized, Posted, or Credit transactions
  - Initiate dispute of suspected duplicate or fraud transaction (launch Online Dispute Smart Form)
  - 180 days of transactions available through the Real Time Transaction History screens.

  - Monitor disputed transactions
- Perform Online Bill Pay - user can set up payments online making it easier & quicker to pay invoices.
- Access Comdata News and ICD Updates. At the user's home page, users can quickly view Comdata News for any scheduled ICD outages or other notices and ICD Updates.
- Resource Center. At the Resource Center at ICD, users can view video tutorials and other recorded webinars such as using FleetAdvance. Users can view/download recently added or recently updated User Guides, FAQ documents, Report Descriptions or Samples of reports.
- Access Invoices and supporting billing detail reports (at "PAYMENT CENTER" from the main navigation bar. The system stores past 13+ months of invoices and supporting reports.
- Access online Quick Reports through reportQ (at "REPORTING" from the main navigation bar:
  - More than 100 on demand, pre-programmed reports developed to support Comdata's business lines are available through Quick Reports at ICD (accessed from main navigation bar).
  - Users can select desired date ranges for Quick Reports then system creates the report.
  - Transaction history for prior 7+ years or longer is available to create Quick reports.
  - Users can establish QuickLinks at their home page, to quickly access and launch their favorite or most used Quick Reports.
- Access ONELOOK dashboard reporting. Users granted access to OneLook, access it through ICD, under the REPORTING tab from the main navigation bar.
- Access FleetAdvance. Your card program administrators or fleet managers can access the FleetAdvance application by selecting FleetAdvance from QUICKLINKS at the user's home screen.
- Access SmartBuy application by selecting FIND and SmartBuy from the main navigation bar.

Applying for card, canceling card, suspending, and maintaining cardholder profile.

Card program administrators at participating public agencies, with access privilege to order and make changes on the account shall be trained on use of the online iConnectData system for ordering cards, which we assume is what is meant by the phrase "Applying for card" in the RFP. Likewise, the card program administrator with access rights will be able to block a card, replace a lost or stolen card, and maintain cardholder profiles (purchase controls). For larger, more complicated accounts, we do recommend that customers allow Comdata representatives to setup purchasing profiles, but once the profiles are established, the card program administrators can easily change profile assignments on a card.

Traditional methods of ordering cards, or Driver IDs, or other locking or unlocking tasks, by phone are available through Comdata's Client Services department (call center). The Customer Service Center is available 24x7. The toll-free number for the call center support is: 1-888-265-8228

Card application process

Participating Public Agencies do not "Apply" for a card. They would apply to create a Comdata MasterCard account. When an account is created and implemented, cards needed (requested) by the client are sent to the client to distribute cards and begin use under the account. Post-implementation of the account, generally Customers prefer to be trained on using the online iConnectData system (self-serve) for ordering cards. If a Customer prefers to order cards manually by phone or email, we offer this service either through our customer service call center support, or account manager support (if AM is assigned to the client).

Describe Mobile Platform

With Comdata MasterCard, cardholders can use the Fleet Advance Mobile App, which allows Drivers to search for nearby stations and to identify lowest priced stations. There are several features of FleetAdvance Mobile that set it apart from other mobile fueling applications, including:

- Reports Net prices that include discounts
- Recommended best price locations
- Ability to rate each location on a 1-5 scale
- An interface designed by User Experience experts.

The Comdata FleetAdvance Mobile App is not used by card program administrators for managing the card program. FLEETCOR/Comdata is developing a mobile Fleet Manager app, however it has not been released yet.

Item b) vi., ii. **Reporting.**

RFP Specification:

ii. Reporting

a. Provide a description of reports.
b. Describe the participating public agency ability to create custom reports?
c. What frequency can the data be extracted and formatted?

FLEETCOR Response:

With Fuelman Fleet Card

Best in Class Management Reporting to Support the Billing & Manage the Program

Fuelman Fleet Management Reporting is the cleanest, most concise and easiest to read. The straightforward reporting makes managing the fleet (mileage), drivers, and review of fueling activity easy. The standard billing reports include the Fleet Management Report (FN02) and the Statement/Invoice (FN01), which we describe below.

Fleet Management Report (FN02). At each billing frequency, we email to the registered fleet contact on each Customer ID, their Fleet Management Report for the billing period.

- The report includes:
  - Account Name and Address. This is the Customer ID (Fleet ID) Name & Address.
  - The Bill Group Number (Account #) and Customer ID Number (Fleet ID) are printed in top header of each report page.
  - The Matching Statement Number is printed on top header of the report so you know exactly which Invoice/Statement the activity ties back to.
  - Report Period (Dates covered by the Report)
  - Summary of Transactions for Report Period (i.e. Grand Summary Table) organized by Product is shown at the very front of the report.
    - The Summary Table shows the grand totals for each fuel type purchased with all Non-Fuel lumped into a single “Non-Fuel” line. Totals include: Quantity, Base Price, Fed Tax, State Tax, Other Tax, Other Charges, and Extended Total.
  - A quick reference Departmental Summaries Table is also shown at front of the report enabling report user to quickly review, identify or appropriate the spend to the company’s departments.
    - Departmental Summaries Table shows the grand totals for each Department in the account, organized by Department Name/Department Number. Totals for each department include: Quantity, Base Price, Fed Taxes, State Taxes, Local Taxes, Maint./ Other Non-Fuel Amount, Extended Total, Count of Exceptions.
  - An Exceptions Code Legend for all Exceptions identified in the report is at front of the report, right after the Departmental Summaries Table.
  - The purchase activity in the report is then organized by Department and Sub-Department with Sub-totals at Department Breaks. Purchasing activity broken down by Vehicle.

- For each transaction or for the report period, the following information is provided:
    a. Vehicle Number and Vehicle description
    b. Date and time of fueling
    c. Location of fueling
    d. Driver name
    e. Odometer reading
    f. Miles per Gallon since last transaction
    g. Fuel Type (Product Grade) Purchased
    h. Quantity (Gallons),
    i. Net Price per gallon
    j. Taxes per Gallon
    k. Total Amount (extended amount)
    l. Exception Code for Transactions Flagged
    m. Total consumption for the report period for each vehicle (Gallons & Dollars)
    n. Total Miles Driven for each vehicle for the report period
    o. Average MPG for each vehicle for the report period
    p. Any Non-Fuel / Maintenance purchases are listed separately directly below the fuel transactions, enabling easy identification of non-fuel purchases

Statement/Invoice (FN01). The Fuelman billing will provide a statement/invoice showing the amount owed for the billing period. The statement/invoice shows a description of current activities which lists the total gallons and dollars for each account in the bill group being billed to the invoice. The total gallons and dollars (current activity) will tie to the Fleet Management Reports distributed to each Customer ID in the Bill Group ID.

The customer statement neatly presents the Total Balance Due to FleetCor for the current billing cycle purchases, plus any unpaid previous balances. It also shows the posted payments received during the billing cycle and of course the due date of the current charges. The remit to address is shown on the statement (remittance stub on bottom provided).

The invoice/statement can be viewed or printed by clients for the past 12+ months through the secure online account management system. The typical report delivery method is via Email (pdf attachment) however US Mail delivery is available.

- **For a comprehensive reporting overview with narrative report descriptions and samples of Standard Billing Reports (and Optional Management Reports), see EXHIBIT 1 to this response.**

Available Optional Management Reporting

Other Optional Reports are available weekly, bi-weekly, or calendar monthly, but most customers receive optional reports calendar monthly. Optional reports are available via Customer's secure online logon or most can be emailed to the Fleet Contact or Billing Contact assigned to the account. The past 12 months of optional reports can be viewed, printed or downloaded/saved by client at any time. **Available Optional Reports include:**

1. **Monthly or Weekly Vehicle Management Report (FN04)** - with Embedded Excel File
   - ➢ This is an ideal Monthly Summary Report by vehicle. The FN04 report is designed much like the standard Fleet Management Report (FN02) provided at each billing cycle. The report is enhanced to include:
     - Cost Per Mile (CPM) for each transaction and CPM for the vehicle for the report period subtotaled.
     - Total Count of Transactions for the Vehicle for the period.
     - Total consumption for the report period (gallons & dollars) with the Average Price per Gallon by vehicle for the report period.
     - Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
2. **Monthly or Weekly Employee Management Report (FN03)** - with Embedded Excel File
   a. Ideal for reviewing fuel usage and transaction information by employee instead of by vehicle. A great report to review for identifying potential PIN sharing by employees or to identify fraudulent activity.
   b. This report is formatted similarly to the Vehicle Management Report (FN04) just sorted by Employee instead of by Vehicle.
   c. Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
3. **Monthly Customer Fleet Analysis Report (FN14)** – with Embedded Excel File
   a. 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.
   b. Most importantly the report includes the Total Cost Per Mile to operate the vehicle including both fuel and non-fuel (maintenance) expenditures.
   c. Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
4. **Tax Management Report (FN07)**
   a. Ideal for customers needing summary Tax Reporting for each month.
   b. 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.

c. The grand total Tax Exempted and Tax Billed Amounts are reported.

5. **Fuel Only or Maintenance Only Reports (FN05 & FN06)** - with Embedded Excel File
    a. Ideal for customers desiring separate reports of Fuel usage (Fuel Management Report FN05) or Non-fuel usage (Maintenance Management Report FN06)
    b. These reports are formatted similarly to the Vehicle Management Report (FN04).
    c. Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
6. **Fleet Summary Report (FN11)** – with Embedded Excel File
    a. Ideal for customers with numerous accounts under a single bill group (invoice). Report provides a high-level master summary of all accounts in the Bill Group.
    b. Report includes an icon to export an Embedded Excel File version of the report, which opens in true Microsoft Excel.
7. **Transaction File (TRN85)** - Upon request Fuelman will provide this electronic transaction file (TRN85) delivered by Email or via Customer's online logon. File delivery via secure FTP can be arranged upon request.
    a. Most Customers like to receive the TRN85 file at billing, but it can be set up for weekly delivery if a customer is invoiced at a different frequency such as monthly.
    b. The report is a .txt file, standard setup is for TAB Delimited format, however upon request it can be established to create as a Fixed Length (ASCII) file.
8. **Exceptions Transaction Download Reporting via Online system.**
    a. Using the View Transactions screen at iFleet, the user can Search to display "Exceptions Only" transactions for a desired time period. Once displayed, click the Export to Excel button to download the Exceptions transactions into an Excel.
    b. Using the Optional Reports screen at iFleet, the user can select Exception Report from the drop down button, then select the desired time period and select Generate Report. The system creates a pre-programmed html report that can be printed, or saved as a pdf for distribution.
    c. If Customer is using FleetNetPro online system, the user is able to simply Export an Excel download report of Exceptions transactions for the user defined date range from the online system.
9. **Transaction Denial Reporting via Online System.**
    a. An Excel download report from the online system.

b. 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 Reporting allows card program administrators ability to troubleshoot why drivers have incurred a card decline at point of sale. Also, an excellent tool to monitor drivers who don't understand the system, who might need follow-up training or might have lost or cannot remember their assigned PIN number (Driver ID).

10. Other Free Report Downloads available via the Online system including:

a. Standard Date Range Transaction Download (from View Transactions screen)
b. Employee Driver ID Listing Reports
c. Vehicle Card Listing Reports
d. List of Active Purchasing Profiles (iFleet setup)

❖ **For a comprehensive reporting overview with narrative report descriptions and samples of Standard Billing Reports and Optional Management Reports, see EXHIBIT 1 to this response.**

Describe participating public agency's ability to create custom reports and what frequency can data be extracted/formatted

Clients using Fuelman Fleet Card system are able to export their transactional data from the UI portal as Excel. Unfortunately, the data is not customizable other than selecting the TO and FROM dates. The user would need to customize the downloaded data. The number of months the data goes back varies by the UI portal the client is set up under (FleetNetPro or iFleet). FleetNetPro would provide ability to export the past 90 days, whereas iFleet currently provides access to past 5+ years. We can also provide electronic transaction data file, such as TRN85 file, and Customers can use these files with Excel, to study their business in unlimited ways.

As an alternative to Ad Hoc (custom) reports created by clients, FLEETCOR's Relationship Manager (Andrea Mercer) who is assigned to some of the larger Public Agency clients participating in the contract, and/or her supervisor (Mark Roberts), as well as account managers supporting our larger Public Agency accounts, have the ability to pull data from our transaction archiving system (Mart). These staff have experience building great reports for business reviews, or quarterly reports when clients request or need. Data for this reporting is generally available going back 3+ years and can be pulled for whatever increment of time the Customer needs. If a Fuelman client under the OMNIA contract needs this type of reporting assistance including scheduled quarterly reporting, etc. they can reach out to Andrea Mercer or Mark Roberts to get this reporting done or scheduled for them.

Fuelman OneLook Coming Soon. Dashboard-style data analytics reporting is under development and planned to be available soon for Fuelman clients. The OneLook reporting will be similar to Comdata OneLook, which is already available on our Comdata MasterCard (explained below).

With Comdata MasterCard

Comprehensive Reporting Capability

Comdata MasterCard provides a rich assortment of canned reports and customized reports.

- The reporting is provided from our Business Intelligence system, powered by Business Objects, a multimillion dollar state-of-the-art reporting engine.
- Using the online iConnect system, customers access impressive reporting using Quick Reports available at reportQ. More than 100 reports have been programmed to support our various lines of business, which are readily available through reportQ.
- We also offer a Library of BI Reports developed for existing clients to choose from. These reports can be modified or customized to Customer needs. These reports are scheduled for delivery at the Customer's desired frequency.
- **Tax Reporting Disclosure:** Reports available through the online iConnectData system or the Library of BI Reports are before tax exemptions have been applied, which presently occur through a separate tax-stripping and billing application or process.
- **Comdata OneLook – Enhanced Dashboard Data Analytics Reporting.** In October of 2019 we released a new Dashboard data analytics system we call OneLook. Users with access to OneLook, access it through iConnect, under the REPORTING tab from the main navigation bar.
  - OneLook provides ability to view at a main dashboard, with key summary information **including a map** displaying visually where the majority of gallons and spend is occurring.
  - If you open OneLook up to various managers at your company, their OneLook view would follow the same view rights they have in the iConnect system. Allows you to control access to information.
  - Users can navigate the OneLook dashboard in a user-friendly way to focus in on areas of the business they want to research or monitor activity.

- OneLook provides fleets with seven different dashboards to view and draw insights from their data enabling them to better manage the fleet. The dashboards start with a high-level overview of fleet performance on the Home dashboard. Each subsequent dashboard provides a greater level of depth across seven key themes:
  - **Spend:** Track data trends by gallons, spend, and transactions.
  - **Merchant:** Monitor merchant volume and savings
  - **Driver:** Help identify misuse and inappropriate purchasing behavior using driver data
  - **Discounts:** Monitor your discounts and identify potential savings opportunities
  - **Price Per Gallon:** View price trends and differences by geography
  - **Closer Look:** Drill down, particularly when a driver is identified as being an outlier
  - **Benchmarking:** Allows fleet to compare "My Net PPG" against several indexes

❖ Behind EXHIBIT 2, we provide a document entitled Comdata MasterCard Reporting Services Overview. This document includes lists of the available reports with narrative descriptions as well as overviews of OneLook, FleetAdvance, and Smart Buy.

Describe participating public agency's ability to create custom reports and what frequency can data be extracted/formatted

As mentioned above, using the online iConnect system, customers access impressive reporting using Quick Reports available at reportQ. More than 100 reports have been programmed to support our various lines of business, which are readily available through reportQ.

- Data is available going back at least 7 years.
- Customers can pull Quick Report transactional data in increments of up to 45 days at a time.
- We also offer a Library of BI Reports developed for existing clients to choose from. These reports can be modified or customized to Customer needs. These reports are scheduled for delivery at the Customer's desired frequency. Comdata has a team of reporting specialists (BATS team), who help get reporting established and scheduled for customers.
- Tax Exempt Reporting and Billing on Comdata MasterCard currently occurs through a separate tax-stripping process utilizing a fulfillment vendor Mansfield Oil. Mansfield also handles report distribution by email and they make available the tax-exempt bills and reports for our clients at their FuelNet web portal. For current existing Comdata government accounts requiring, we have been able to

send scheduled tax-exempt data files to clients upon request. So, we should be able to easily accomplish this for participating Public Agencies under the Master Agreement.

Item b) vi., iii. Reconciliation.

RFP Specification:

iii. Reconciliation

a. Describe your reconciliation tools.
b. Describe how your reconciliation package interfaces with a participating public agency's financial management system.
c. Describe any additions to the reconciliation process and tool options available with your solution.

FLEETCOR Response:

With Fuelman Fleet Card

We would need to better understand what is meant by "Reconciliation" in this context, but when clients typically use this word with us, it has to do with verifying that the OPIS based cost-plus pricing we provide, is correct. Sometimes clients desire to verify the pricing.

- Typically, when clients desire to verify/reconcile pricing, they first of all require from FLEETCOR an electronic transaction file, which would normally be our TRN85 file.
- The TRN85 file can be provided at a customer's billing frequency, or weekly, bi-weekly, or calendar monthly. Since OPIS based cost-plus pricing ties to the weekly frequency (transactions from Monday through Sunday of each week), then usually clients who reconcile pricing prefer a weekly transaction file.
- Clients who reconcile price, subscribe to OPIS independently. Due to OPIS copyright protection rules, FLEETCOR does not distribute OPIS pricing data, however we do import their prices for sake of calculating pricing and reimbursing merchants.
- Clients who reconcile price, have written special applications in their systems to calculate what prices they should be billed based on the contract, then they compare their calculated price against the amounts FLEETCOR has billed.
- For easiest calculation and reconciliation, Customers who must reconcile may prefer having their pricing be based on a "Fixed Rack Price", or designated "OPIS Average Price". FLEETCOR can accommodate this as we have explained under our pricing response in Article 2, sub-article 2.1.5.
- Additionally, for easiest calculation and reconciliation, Customers who must reconcile may prefer having their pricing be based on a markup that includes all freight. FLEETCOR can accommodate this as we have explained under our

pricing response in Article 2, sub-article 2.1.5.

- Please refer to Article 2, sub-article 2.1.5 in our pricing response, for additional explanations regarding Fixed Rack Pricing or OPIS Average Pricing.

FLEETCOR also offers Retail Based Pricing with a Volume Discount Rebate in our pricing response (see Article 2, sub-article 2.7). Retail Based pricing is generally easier to reconcile or verify pricing, since there is no OPIS Cost, freight, etc. to try and tie the transaction back to. Upon request, FLEETCOR can include the station's Retail Price in the TRN85 transaction file, which helps provide the information a client might need for reconciling their price billed by FLEETCOR to the Retail Price.

With Comdata MasterCard

Clients utilizing Comdata MasterCard can use the tax-exempt billing report we provide, which includes a column for Original Cost and Net Cost. Customer should be able to reconcile price billed using this reporting. Additionally, we offer reports Comdata makes available through iConnectData Quick Reports at reportQ. Though federal taxes have not been removed from ICD reports, the calculations would be fairly easy to make and Customer could easily reconcile from these reports, such as the Transaction Listing.

Item b) vi., iv. Technology.

RFP Specification:

iv. Technology

a. Describe your ability to offer a turnkey ERP solution.
b. What resources do you provide to support your technology system tools?
c. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
d. What physical and software security measures do you take to protect the confidentiality of a participating public agency's transactions information?
e. How do you ensure data consistency and integrity?
f. Describe the website's capabilities and functionality.
g. What is your business continuity plan?
h. Describe fraud detection tools.

FLEETCOR Response:

ERP Solution Response

We need to better understand what is meant by "ERP Solution". Typically, in the fleet space, this would be like a Fleet Management software or back-office accounting

software system, etc. FLEETCOR does not sell ERP software solutions such as this. We do however provide data integration fuel transaction files that customers interface/import into their third-party ERP systems. Examples would be interface files for import into Fleet Management software such as AssetWorks M5, Faster, plus many others. We have even developed integration files for customers using third-party leasing and fleet management companies like ARI.

- FLEETCOR and Comdata have reporting specialist resources on staff, who if necessary have developed special transaction files for data integration.

Our Comdata subsidiary does sell Point-of-Sale hardware and software solutions such as island card reader equipment (Comdata SmartSight) and software utilized by equipment owners to monitor their locations. If a Participating Public Agency needs to purchase island card reader equipment for their onsite bulk fuel tank location, we can connect the client with our equipment sales division at Comdata to quote the project. We are unable to quote pricing for equipment in this response.

Resources to Support Technology System Tools

- **Company with the Needed Scalable Resources.** FLEETCOR, is one of the largest payments companies in the world, with a reputation for high-growth and proven, scalable models for sales, distribution and product innovation.
- **Long History of Innovation.** Since Comdata's founding in 1969, and FLEETCOR predecessor company's founding in 1986, we have continually made innovations in business-to-business payments and commercial cards. Our strategy is to combine new technology and world-class client support with smart insights that deliver the control, flexibility and reliable spending data our clients need to make the best decisions for their businesses.
- **IT Investment and Technical Staff/Resources.** FLEETCOR invests heavily in IT infrastructure, product development, and innovation. Likewise we invest heavily in having the IT Staff, programmers, and application support resources to support our card programs and technology.
- There will be countless additional resources involved with providing services to the customers served under the Master Agreement, including:
  - IT Support
  - Business/Data Analysts
  - Financial Payment Applications Personnel (AR)
  - Merchant Support Group
  - Fraud/Monitoring Specialists
  - Billing
  - Reporting Team
  - Fulfillment vendors for things like card production, encoding/embossing and shipping
  - Tax Department (tax exempt refund claims and exemption certificates)

Customer Service/problem resolution process.

We provide a multi-tiered account support structure, which will include support from:

1) Government Relationship Manager
2) Account Manager support (Fuelman); Govt Team Support (Comdata)
3) Call Center support;
4) Business Manager over Consigned Fuel Program
5) Contract Manager Support

Fuelman Fleet Card. For problem resolution or customer service, for larger Participating Public Agencies assigned to an account manager, your front-line person would be the account manager. Account managers typically are available M – F, 8 am to 5 pm central time. For smaller Participating Public Agencies not assigned to an account manager, your front-line place for service or problem resolution would be the customer service center, which is available 24x7x365. If a smaller Participating Pubic Agency ever needs to escalate a service need or problem for resolution, you can escalate the problem or situation to Mark Roberts, our Director of Bids & Contracts, or to Andrea Mercer, our government relationship manager. Between either Mark or Andrea, they will be able to get the assistance from appropriate resources to help solve a Public Agency's problem or issue.

Comdata MasterCard. For problem resolution or customer service, Participating Public Agency's using Comdata MasterCard should email or call our Comdata Government Support Team:

- Email address gov@comdata.com,
- Phone number 1-866-662-3535

This support team will be the front-line support group. Their operating ours are typically 8 am to 5 pm central time. After hours, the Comdata 24-hour call center is available at 800-741-2777.

- 400+ associates
- 2 call centers across the US
- >90% of calls answered within 40 secs
- All calls recorded and monitored for quality

Physical and Software Security Measures and Protection of Transaction Data; and Ensuring Data Integrity.

On the 4 pages that follow, we provide two documents, one is entitled *FLEETCOR Information Security Program Overview*, the second is entitled *FLEETCOR Information Security Controls Summary*. These documents should provide the information you are needing to understand measures FLEETCOR puts in place for Information Security and Data Integrity.

FLEETCOR® Information Security Program Overview

FLEETCOR is committed to protecting the information assets of its customers. To that end, FLEETCOR implements numerous technical and business controls to ensure all sensitive information is transmitted, processed, and stored in a manner consistent with industry best practices and all applicable regulatory requirements.

Protecting customer data

FLEETCOR ensures the confidentiality, integrity and accessibility of customer data with administrative, technical and physical measures. The handling of credit card data, personal identifiable information and other confidential information assets, meets or exceeds industry and regulatory requirements. Confidential data is stored, transmitted and processed in accordance with industry best practices, which include but are not limited to, file integrity monitoring, data encryption at rest and in motion, secure configuration management of systems, and data loss prevention controls.

FLEETCOR has implemented a layered approach to malware defense. Technical controls are implemented both at the network perimeter and at the host level. For network protection of data, FLEETCOR utilizes eMail Gateway security products to perform anti-virus scanning of email messages as well as perform anti-spam, anti-phishing and custom message filtering. FLEETCOR utilizes industry leading endpoint protection, which provides anti-virus protection, host-based firewall, intrusion prevention, data loss prevention and hard disk encryption. In addition, FLEETCOR has also deployed advanced persistent threat (APT) protection agents to all endpoints to augment the detection and elimination of new malware, ransomware and 0-day threats. Finally, FLEETCOR employs an endpoint detection and response (EDR) solution on all systems, which is monitored 24/7/365.

To further protect our customer data, FLEETCOR secures the systems and services processing that data. FLEETCOR utilizes next-gen, enterprise-class firewalls at all network ingress and egress points and DMZs, intrusion prevention systems that are monitored around the clock and a variety of other network access controls. Also, FLEETCOR has implemented web application firewalls (WAF) in front of its critical customer facing applications to provide additional protection from cyberattacks. FLEETCOR utilizes a variety of vulnerability assessment tools to perform routine scheduled scans of its internal and external networks and critical applications. Vulnerabilities are examined by FLEETCOR's IT security personnel, assigned to system owners for remediation, and tracked to ensure they have been eliminated in a timely manner. For data centers and offices, FLEETCOR employs extensive physical security controls to protect its facilities and information assets. Examples of controls that are employed include video surveillance, dedicated security staff on premises 24/7 and card readers to restrict physical access to authorized personnel – datacenters have biometrics control for physical access. All system activities, from workstations to servers and databases, are logged and automatically correlated by a SIEM tool. Last but not least, a web gateway, updated in real-time with the latest threat intelligence, monitors and controls all user Internet traffic.

FLEETCOR employs dedicated staff to prevent, detect, and investigate fraudulent transactions. FLEETCOR also works closely with the security and risk management groups of the payment card associations (Visa, MasterCard) to ensure its fraud protection practices are aligned with industry best practices.

To make sure unauthorized access does not occur, FLEETCOR employs the principle of least privilege access when granting logical access to its associates. Only personnel with a business need-to-know are authorized access to sensitive systems and files. All remote access requires multi-factor authentication (MFA). In addition to that, privileged access (e.g. system administrators, DBAs) are under tighter access and monitoring controls. Managers and data owners review access capabilities and rights on a quarterly basis.

Meeting compliance requirements

Ensuring compliance to the many regulations and industry requirements that apply to FLEETCOR is paramount to our business and our customers. FLEETCOR utilizes independent third parties to provide validation of controls and compliance in several different areas. Examples include third-party audits for

compliance with Sarbanes-Oxley regulatory requirements, PCI DSS, UK Cyber Essentials, GDPR and ISO 27001 requirements as well as third-party technical vulnerability assessments, and penetration tests to validate external and internal findings. In all cases, contractual requirements are in place to ensure third party contractors handle sensitive data with the same care used by FLEETCOR.

Designed to adapt and scale with the industry and customer needs

FLEETCOR takes great care to ensure its policies are comprehensive, up to date, and practical. Both internal and external auditors conduct periodic reviews to ensure that those policies and procedures meet the needs of FLEETCOR, its customers and the ever-changing regulatory environment.

FLEETCOR also undergoes periodic risk assessments, performed by both internal and external assessors, to determine if appropriate controls are in place to guarantee the security and continued operations of FLEETCOR's information processing capabilities. These assessments consider threats to both security and business continuity and ensure the latest cyber threats are accounted for and addressed.

Finally, FLEETCOR understands that people are the most critical component of an Information Security Program. As such, it fosters a culture of security awareness by providing training during initial employee orientation and through a continuing employee awareness program, so we can quickly and effectively educate and train employees on the latest security changes within the business and in the industry as a whole.

FLEETCOR Office of the CISO

FLEETCOR® INFORMATION SECURITY CONTROLS SUMMARY

FLEETCOR is committed to safeguard its Intellectual Property and protecting the Information Assets of its employees, partner and customers. To that end, FLEETCOR implements numerous technical and business controls to ensure all sensitive information is transmitted, processed, and stored in a manner consistent with industry best practices and all applicable regulatory requirements.

Information Security Policies
FLEETCOR takes great care to ensure its policies are comprehensive, up to date, and practical. Periodic reviews are performed by both, internal and third-party auditors, to ensure that policies and procedures meet the needs of FLEETCOR, its customers and regulators.

Risk Assessment
FLEETCOR undergoes periodic risk assessments, performed by both internal and external resources, to determine if appropriate controls are in place to ensure the security and continued operations of FLEETCOR's information processing capabilities. Those assessments consider threats to both security and business continuity.

Physical Security
FLEETCOR employs extensive physical security controls to protect its personnel, facilities and information assets. Examples of controls that are employed include video surveillance, dedicated security staff on premises 24/7, and card readers to restrict physical access to authorized personnel.

Data Security
FLEETCOR ensures the confidentiality, integrity and availability of customer data with administrative, technical and physical measures. The handling of credit card data and other sensitive information meets or exceeds industry and regulatory requirements. Confidential data is stored, transmitted and processed in accordance with industry best practices, which include but are not limited to, file integrity monitoring, data encryption at rest and in motion, secure configuration management of systems, and data loss prevention controls.

Network Perimeter Protection
FLEETCOR utilizes next-gen, enterprise-class firewalls at all network ingress and egress points and DMZs along with other network access controls. That ensures only traffic specified by FLEETCOR IT management is allowed into and out of the company's network. This access is logged and monitored to provide additional audit functionality. All firewall changes are governed by FLEETCOR's Change Management process. Also, FLEETCOR has implemented web application firewalls (WAF) in front of its most critical customer facing applications to provide additional threat protection and risk reduction.

Malware Protection
FLEETCOR implements a layered approach to malware defense. Technical controls are implemented both at the network perimeter and at the host level. For network protection, FLEETCOR utilizes an eMail Gateway product to perform anti-virus scanning of email messages as well as perform anti-spam and custom message filtering.

For desktop and server protection, FLEETCOR utilizes an industry leading brand anti-virus product. All systems are monitored and are maintained at the latest virus signature level. FLEETCOR's layered approach to malware not only provides multiple points of detection, it also examines potentially hostile code using two distinct signature databases. That reduces reliance on a single vendor to provide timely virus signatures. In addition, FLEETCOR has also deployed advanced persistent threat (APT) protection agents to all critical endpoints to complement the detection and elimination of new malware and 0-day threats.

Intrusion Detection
FLEETCOR employs the latest IPS to monitor critical network segments to identify potentially hostile network activity. The intrusion prevention systems are monitored 24/7, fed in real-time with new thread intelligence, and are used to identify malicious activities that could pose a threat to the information assets of FLEETCOR and its customers.

FLEETCOR® **INFORMATION SECURITY CONTROLS SUMMARY**

Strong Authentication
FLEETCOR employs the principle of least privilege when granting logical access to its associates. Only personnel with a business need-to-know are authorized access to sensitive systems and files.

Vulnerability Management
FLEETCOR utilizes a variety of vulnerability assessment tools to perform routine scheduled scans of its internal and external networks and critical applications. Vulnerabilities are examined by FLEETCOR's IT security personnel, assigned to system owners for remediation, and tracked to ensure they have been eliminated in a timely manner.

Third-Party Assessments
FLEETCOR utilizes independent third parties to provide validation of controls in several different areas. Examples include third-party audits for compliance with Sarbanes-Oxley regulatory requirements, SSAE-18 SOC1 Type II, PCI DSS, GDPR, UK Cyber Essentials and ISO 27001 requirements as well as third-party technical vulnerability assessments, and penetration tests to validate external and internal findings. In all cases, contractual requirements are in place to ensure third-party contractors handle sensitive data with the same care used by FLEETCOR.

Fraud Protection
FLEETCOR employs dedicated staff to prevent, detect, and investigate fraudulent transactions. FLEETCOR also works closely with the security and risk management groups of the payment card associations (Visa, MasterCard) to ensure its fraud protection practices are aligned with industry best practices.

Security Awareness
FLEETCOR understands that people are the most critical component of an Information Security Program. As such, it fosters a culture of security awareness by providing training during initial employee orientation and through a continuing employee awareness program.

The Office of the Chief Information Security Officer

Describe the Website's Capabilities.

To avoid repetitiveness, this question was answered in response to specification in Item b) vi., i. Program Administrator and Cardholder Functionalities. Please refer to that response section for explanations about the online account management systems we will provide.

Business Continuity Plan.

On the 2 pages that follow, we provide two documents that provide our Disaster Recovery Plan Overviews for both Fuelman Fleet Card and Comdata MasterCard. The first document applies for the Fuelman card, second document applies for the Comdata card.

FLEETCOR®

Disaster Recovery Plan Overview
North America Fuels Subsidiary - April 2020

FLEETCOR is committed to protecting corporate assets and promotes an environment that supports continuous operations of core business processes and functions through business continuity and disaster recovery processes. Recovery priorities are established and aligned with documented recovery procedures that are to be followed in the event of a disaster. The Disaster Recovery Plan is maintained to provide instructions for personnel responding to major occurrences by describing how to respond to an established set of circumstances.

Although our production systems are all built on redundant cluster platforms, FLEETCOR understands that those are not enough to prevent service interruption in case of a major incident. Based on that, FLEETCOR North America Fuels' Disaster Recovery Plan incorporates the following: Emergency Action Plans, Crisis Management, Crisis Communications and Recovery & Restoration Procedures. FLEETCOR's Disaster Recovery Plan was developed to have the resilient capability to respond to challenges that would occur due to threats within the following areas:

1. Major Facility Outage, Disruption, Destruction etc.
2. Major System Outage, Network Failure etc.
3. Staff Unavailability, Pandemic Crisis etc.
4. Vendor Unavailability, Supplier Disaster etc.

Disaster recovery of FLEETCOR's IT systems is prioritized by criticality of service. For our North America Fuels Line of Business, databases are replicated in real-time and, in the event of a disaster that would render our primary production environment inoperable (Suwannee, GA), formal procedures would take place to activate our alternate processing facility in North Las Vegas, NV. Production environment would be shifted to reimaged servers and replicated databases, with minimal disruption to service. The disaster recovery environment was designed to operate at production-like service levels, until primary site recovers to its normal operational capabilities.

Recovery plans, processes and strategies, as well respective recovery times, are based on results of Business Impact Analysis, to ensure that required IT systems are available to support business operations in the event of a disaster.

Guidance and compliance of the Information Security Program are supported by standards, policies and procedures established by FLEETCOR management.

Almir Rocha, CISM CISA
VP Governance, Risk & Compliance

FLEETCOR® Disaster Recovery Plan Overview – April 2021

FleetCor is committed to protecting corporate assets and promotes an environment that supports continuous operations of core business processes and functions through business continuity and disaster recovery processes. Recovery priorities are established and aligned with documented recovery procedures that are to be followed in the event of a disaster. The Disaster Recovery Plan is maintained to provide instructions for personnel responding to major occurrences by describing how to respond to an established set of circumstances.

Although our production systems are all built on redundant cluster platforms, FleetCor understands that those are not enough to prevent service interruption in case of a major incident. Based on that, FleetCor Disaster Recovery Plan incorporates the following: Emergency Action Plans, Crisis Management, Crisis Communications, and Recovery and Restoration Procedures. FleetCor's Disaster Recovery Plan was developed to have the resilient capability to respond to challenges that would occur due to threats within the following areas:

1. Major Facility Outage, Disruption, Destruction etc.
2. Major System Outage, Network Failure etc.
3. Staff Unavailability, Pandemic Crisis etc.
4. Vendor Unavailability, Supplier Disaster etc.

Disaster recovery of FleetCor's IT systems is prioritized by criticality of service. At our Comdata subsidiary, in the event of a disaster that would render one of the data centers inoperable, procedures would begin to initialize the alternate processing facility. For the recovery of transaction processing services, the unaffected facility (Boulder, CO or Raleigh, NC) will provide stand-in transaction authorization services until the redundant mainframe system at that site can be brought online. Due to stand-in processing capabilities, customers should not experience an interruption in service. Once operational, the recovery mainframe will process transaction authorizations as normal. Network components for various connection types will be provisioned in phases and over a period of time, coordinated with a complete restoration schedule.

In case a disaster impacts the Call Center Operations facility in Nashville, TN, agents will provide services from our Brentwood, TN site. Customer Portal services and Back Office functions, are hosted in our Suwanee, GA data center and, in case of disaster, servers would be reimaged in our Las Vegas, NV data center from backup tapes.

Recovery plans, processes and strategies are based on analysis of the business' operational requirements and the recovery times necessary to ensure the required IT systems are available to support business operations in the event of a disaster.

Guidance and compliance of the program are supported through standards, policy and procedures established by FleetCor management.

James Edgar
CISO

Describe Fraud Detection Tools.

The Fuelman Fleet Card Provides Protection against Fraud or Unauthorized Charges as Follows:

Enhanced Fraud Management and Continuous Monitoring Solution

All transactions process through the "Closed Loop" Fuelman authorization system. The card program uses enhanced fraud monitoring system managed by the FLEETCOR/Comdata fraud team, which offers the following:

- All transactions are evaluated in real-time by a robust fraud management system (Safer Payments by IBM which we refer to internally as IRIS). System utilizes machine learning, artificial intelligence and rules-based technology to identify suspicious patterns.
- We employ a team of dedicated data scientists that leverage data from multiple sources, analytical tools and statistical techniques to build, test and implement rules to identify and often stop fraud on an ongoing basis.
- **Model, Simulate & Test New Rules.** Our system allows immediate changes to fraud models and business rules to help defend against fraudsters in this quick changing criminal environment.
- **Identify Suspected Counterfeiting.** Counterfeiting is a quickly growing area of credit card fraud and our fraud management system monitors for known characteristics of counterfeiting.
- We employ a team of fraud analysts that work flagged transactions.
- **Fraud Alert Notices.** If suspected fraudulent activity is identified, the system may automatically send, or Fraud Analysts working flagged transactions may send Fraud Alert Email Notices to the authorized fleet contact on the account. This will allow your card program administrator to quickly review suspected fraudulent charges.
  - The card program administrator will need to reply to Fraud Alert Notices acknowledging whether the transaction is legitimate or not. If determined the transaction is not legitimate, actions will be taken to immediately lock the card and order replacement.
  - The card program administrator would need to submit a Fraud Dispute Form for any transactions it desires FleetCor Fraud Department to review for possible reimbursement or credit.
- **Ability to implement Geographic Restrictions/Rules.** The enhanced fraud management system offers ability implement purchasing rules such as limiting card use on a Customer ID to a specific geographic area like a specific state or group of states. Purchasing Rules can be but in place to deny transactions in States that have high incidences of fraud (such as Florida, Texas, or California). **This feature can significantly lower exposure to card skimming fraud.**

- The Fraud Team provides internal support to Enterprise Fleet Support Team on disputes, charge-backs and suspected fraud.

Other Considerations and Processes that are in place:

- Velocity/Purchasing Controls established on Cards help limit fraud risk (losses).
- Fuelman's fraud monitoring and card purchase controls do not guarantee all suspicious activity will be identified, so we strongly encourage clients to closely monitor purchasing activity on the card program using reporting we make available.
- The Fraud Alert email recipient (assigned card program administrator on the account) should always confirm (by responding to the email) whether the card activity was legitimate or not, signaling to Deny transactions and replace the card.
- If your card program administrator independently determines fraudulent activity occurring on a card, we recommend you first block and replace the card in the online system, or place call to the account manager or customer service to block and replace card due to suspected fraud. You should then **initiate a Fraud Dispute by submitting Fraud Dispute Form**, which will be researched by the FLEETCOR Fraud Department.

EMV/Chip Card coming soon to Fuelman Fleet Card

FLEETCOR has under development an EMV/Chip Fuelman Proprietary Fleet Card. We should be issuing the Chip card format by the end of 2021. The card will also have a magnetic-stripe on the back for use at stations that have not converted their point-of-sale (POS) equipment to accept EMV Chip.

Retailers faced a deadline of April 16, 2021 for installing EMV capable Pay-at-Pump acceptance, which they were required to comply with to avoid fraud liability shift from their acquiring bank card processors. From recent research and trade publications it appears that more than 50% of stations are now EMV compliant.

EMV chip cards have led the way to fraud prevention at POS devices. Traditional credit cards use a magnetic stripe on the back of the card which stores all pertinent data to the cardholder. Information on the magnetic stripe is static which means it will never change. Fraudsters skim this static data to create counterfeit cards.

With EMV chip cards, the cardholder's data is still stored in the magnetic stripe, but also on the chip which generates a unique code each time a transaction occurs. The code restricts fraudsters from performing fraudulent transactions with the cardholder's data when the chip card is dipped or inserted at the POS device.

Proximity Fuel Controls coming soon to Fuelman Fleet Card

FLETCOR has under development with plans to release in near future, Proximity Fuel Controls. We have already released Proximity Fuel Controls on our Comdata products. We anticipate it will work similarly on Fuelman proprietary card, which in summary is as follows:

Through data integration and real-time control capability available with GPS providers, FLEETCOR will offer Proximity Fuel Controls. Initially it will be available with Geotab, followed by additional GPS vendors soon thereafter. Proximity Fuel Controls integrate 3 key types of data to stop invisible fraud:

- Unit # / Fleet data: unit number, truck type, tank capacity
- Tank Fill Level
- GPS/Proximity data for truck and fuel station

During setup, clients choose which rules will automatically apply when potential fraud is detected:

- Decline if misuse is detected vs. just sending an alert
- Authorize fill up to the standard card profile limit vs. limiting to the space available within the tank.

❖ **Note: A small fee per card monthly is required to receive Proximity Fuel Controls.**

The Comdata MasterCard Fleet Card Provides Protection against Fraud or Unauthorized Charges as Follows:

Enhanced Risk Management Solution (Continuous Fraud Monitoring) with Comdata Alerts & Notifications

All transactions process “Closed Loop” through Comdata’s authorization host system and are monitored for fraud in real time, 24 x 7. Consider the following:

- All transactions are evaluated in real-time by a robust fraud management system (Safer Payments by IBM which we refer to internally as IRIS). System utilizes machine learning, artificial intelligence and rules-based technology to identify suspicious patterns.
- We employ a team of dedicated data scientists that leverage data from multiple sources, analytical tools and statistical techniques to build, test and implement rules to identify and often stop fraud on an ongoing basis.

- **Model, Simulate & Test New Rules.** Our system allows immediate changes to fraud models and business rules to help defend against fraudsters in this quick changing criminal environment.
- **Counterfeiting.** Counterfeiting is a quickly growing area of credit card fraud and our risk management solution monitors for known characteristics of counterfeiting such as:
  - Known test transactions (counterfeiters commonly test card information before creating cards)
  - Known high counterfeit merchants, or
  - Several purchases within a few hours at high counterfeit merchants
  - Swiped transaction in different states within only a few hours
- We employ a team of fraud analysts that work flagged transactions.
- If potential fraud is identified by our analysts or the monitoring system, we will send Fraud Alert emails to Customer's program administrator or directly to cardholders if enrolled for Alerts & Notifications (see more about this below).
- Our Fraud Team provides internal support to the Account Support Team on disputes, charge-backs and suspected fraud.
- Additionally, Velocity/Purchasing Controls established on Cards help limit fraud risk (losses).

➢ **Comdata Alerts & Notifications.** Nowadays, people no longer travel without a mobile device or a credit card. Unfortunately, one or the other may be compromised. Whether through a data breach, system/network attack, or card skimming, credit cards have a high chance of being hit with identity theft. The good news is that Comdata's Alerts & Notifications program allows cardholders to continue using their card, even if it has been compromised, with help from their mobile device.

- **How does it work?** With Driver Card setup, if driver agrees to enroll and allow their mobile phone number to be assigned to their card in the Comdata system, if Comdata's risk system identifies a suspicious transaction, the cardholder will receive an alert via text message. Your cardholder can reply confirming whether or not the transaction was fraud. If they confirm fraud, the card will go into a locked-down state and each additional transaction will be declined. However, the cardholder will receive a text message with each declined transaction allowing them to override the declined authorization. If overridden, they can swipe their card again and continue the transaction as normal. If the cardholder receives a declined alert they don't recognize, there's no need to respond as the transaction was not authorized.
- In addition, cardholders can also receive a text message if their card is declined for non-fraudulent reasons, such as a PIN/ID number being entered incorrectly. In these cases, the cardholder can correct the error and rerun the transaction.

Additional Proactive Measures as Fraud Deterrent:
Proactive measures can be implemented on cards, which are enhanced authorization rules or notification rules we can implement over and above your Card Purchase Controls. These rules can Limit Activity or allow Customers to receive Instant Notifications.

- **Limit Activity:**
  - At approved merchants only
  - By geographical area (such as select States only)
  - After number of declines
- **Instant Notifications:**
  - On inactive cards
  - On cards in a watch list
  - On attempts at prohibited merchants
  - On specific declines
  - On activity at merchants over a defined amount

Other Considerations and Processes that are in place:

- Comdata's fraud monitoring and card purchase controls do not guarantee all suspicious activity will be identified so we strongly encourage clients to closely monitor purchasing activity on the card program using reporting we make available.
- For Vehicle Card setup, suspected fraud or suspicious activity identified by Comdata will typically result in a Fraud Alert email to the assigned card program administrator on the account, but may even trigger a phone call to the administrator assigned.
- The Fraud Alert email recipient (assigned card program administrator on the account) can confirm (by responding to the email) whether the card activity was legitimate or not, signaling to Deny transactions and replace the card.
- If card program administrator independently determines fraudulent activity occurring on a card, we recommend you first block and replace the card in iConnect, mark the reason as fraud, or place call to the account manager or Customer Service to block and replace card due to suspected fraud. You should then **initiate a Fraud Dispute using the Online Dispute Smart Form**, which will be researched by the Comdata Fraud Team.

EVM Chip Card Functionality

The Comdata MasterCard we propose, will be an EMV (Europay, MasterCard, Visa) Chip card. The card will also have a magnetic-stripe on the back for use at stations that have not converted their point-of-sale (POS) equipment to accept EMV Chip.

Retailers faced a deadline of April 16, 2021 for installing EMV capable Pay-at-Pump acceptance, which they were required to comply with to avoid fraud liability shift from their acquiring bank card processors. From recent research and trade publications it appears that more than 50% of stations are now EMV compliant.

EMV chip cards have led the way to fraud prevention at POS devices. Traditional credit cards use a magnetic stripe on the back of the card which stores all pertinent data to the cardholder. Information on the magnetic stripe is static which means it will never change. Fraudsters skim this static data to create counterfeit cards.

With EMV chip cards, the cardholder's data is still stored in the magnetic stripe, but also on the chip which generates a unique code each time a transaction occurs. The code restricts fraudsters from performing fraudulent transactions with the cardholder's data when the chip card is dipped or inserted at the POS device.

Proximity Fuel Controls

Through data integration and real-time control capability available with GPS providers, Comdata offers Proximity Fuel Controls. This capability is in place currently with Geotab, Omnitracs (ES Platform), Samsara, TeletracNavman, and Verizon. Additional GPS vendors will be added. Proximity Fuel Controls integrate 3 key types of data to stop invisible fraud:

- Unit # / Fleet data: unit number, truck type, tank capacity
- Tank Fill Level
- GPS/Proximity data for truck and fuel station

During setup, clients choose which rules will automatically apply when potential fraud is detected:

- Decline if misuse is detected vs. just sending an alert
- Authorize fill up to the standard card profile limit vs. limiting to the space available within the tank.

❖ **Note: A small fee per card monthly is required to receive Proximity Fuel Controls.**

Article 3.8 Item b) vii. – Describe Offeror's Contract Implementation/Customer Transition Plan.

RFP Specification:

vii. Describe Offeror's contract implementation/customer transition plan.

a. Include a sample plan and description of various implementation tasks.

b. What is the average implementation plan?

c. Describe your support and training during the implementation, go-live, rollout and post go-live plan. Does your plan include user manuals, instructional and educational materials, on-site visits?

d. How long will your implementation staff remain actively engaged after initial program and rollout?

FLEETCOR Response:

An implementation/customer transition plan would likely only be necessary for larger Public Agency participants requiring such a plan. FLEETCOR has developed implementation project plans for clients many times and we will provide expert implementation led by an Implementation Project manager, when large customer transition situations call for this.

Sample Plan. On pages that follow, see a sample Implementation Plan Gantt Chart followed by a Sample Implementation Plan Task List.

Average Implementation (Timeframe). Implementation timeframes can vary and it really depends on how quickly the client wants to implement, and how quickly the client provides the necessary setup information to FLEETCOR. On average for a large client with hundreds or even thousand or more cards, a conservative estimate would be within 4 to 6 weeks. For a smaller customer, implementation could happen within a couple of weeks.

Support & Training. For a large Public Agency Implementation, we would assign an **Implementation Project Manager** that would have many years of experience implementing the program with some of the largest fleet customers of FLEETCOR.

- The Implementation Project Manager would be supported by other key staff on our implementation team, including
  - Implementation Training Specialist
  - Technology Resource Representative
  - New account setup data entry/upload staff

During a large account implementation such as a State, we would assign an

Implementation Training Specialists to support the Implementation Project Manager (managing the overall project).

- The Project Manager will work closely with the assigned Implementation Training Specialist to assist with scheduling training sessions and providing training of card program administrators.
- The training at implementation is managed in a very professional manner and typically occurs right around the time cards begin to ship to locations.
- During Implementation project planning, the project manager gathers a list of all system users needing to attend a training session, shares this list with the training specialist.
- The Implementation Training Specialist will coordinate and conduct the training sessions. Typically, an email invite is sent to administrators, inviting them to attend a Webex meeting and conference call.
- Typically, the Webex meeting focuses on use of the online system. If other training topics are desired, or if Customer comes up with specific procedures or policies they want administrators to follow, they can be addressed in the meetings.
- The Training Specialist will have strong experience with the online system and with Webex or other web cast system used. Training will be thorough using real world task examples, and teach how to use the online help resource center.
- We will provide user guides/instructional materials.

For a smaller local government account implementation, generally the field sales representative is able to coordinate the entire transition/implementation, without help from an implementation project manager. Typically, when field sales reps implement new clients, they do attend in person meetings with the client, since they are typically local sales in the reps territory.

Post-Implementation Transition to normal support. At the conclusion of a large implementation project, the implementation project manager would hand-off the relationship to an assigned Relationship Manager, and during the implementation the customer will be introduced to their assigned Account Manager (for day-to-day support).

SAMPLE METRO GOVERNMENT - FLEET FUEL CARD PROGRAM
COMDATA/FLEETCOR - SAMPLE IMPLEMENTATION PLAN (CHART)



NOTE: **The above draft implementation plan is provided as a draft plan to identify the tasks and key milestones. The task start dates and estimated completion dates are subject to change based on many factors that cannot be determined until a more thorough assestment of operations and initial planning meeting can occur.**

SAMPLE METRO GOVERNMENT - FLEET FUEL CARD PROGRAM
Comdata/FleetCor - Sample/Proposed Implementation Plan Task List

Task Category	Task	Start Date	Duration	Owner	Individuals Responsible
1. Contract	Target Contract Award	7/15/2016	1	Metro Govt	Metro Govt Purchasing Department
1. Contract	Finalize & Sign contract	7/22/2016	7	Metro Govt/FleetCor	Mark Roberts
2. Identify Implementation Administrators	Identify Customer's Administrators: Prog Mgr, Card Admin at Locations, IT, A/P	8/1/2016	5	Metro Govt	Metro Govt Purchasing Department
2. Identify Implementation Administrators	Define participant roles	8/1/2016	5	Metro Govt	Metro Govt Purchasing Department
2. Identify Implementation Administrators	Define FleetCor Participants: Impl. Project Manager, Impl. Training/Tech. Specialist, Act Mgr, CS	8/1/2016	5	FleetCor	Terry Roney and Mark Roberts
3. Assess Current Operations/Establish Expectations	**Implementation Planning Meeting(s) w/ Customer**	8/1/2016	5	Metro Govt/FleetCor	IPM, Bryant E., Mark R., Janet W.
3. Assess Current Operations/Establish Expectations	Assess current data processes, define data expections for Customer	8/1/2016	5	Metro Govt/FleetCor	IPM, Bryant E., Mark R., Janet W.
3. Assess Current Operations/Establish Expectations	Assess current reporting, define routine reporting expectations	8/1/2016	5	Metro Govt/FleetCor	IPM, Bryant E., Mark R., Janet W.
3. Assess Current Operations/Establish Expectations	Define communication expectations	8/1/2016	5	Metro Govt/FleetCor	IPM
3. Assess Current Operations/Establish Expectations	Assess/Define billing hierarchies and account structures	8/1/2016	15	Metro Govt/FleetCor	IPM
3. Assess Current Operations/Establish Expectations	**Determine card embossing requirements and Exact Layout of Custom Text/Logo to be printed on Cards**	8/1/2016	5	Metro Govt/FleetCor	IPM
3. Assess Current Operations/Establish Expectations	Review FleetCor proposed TRN85 file, determine any customization and needed hierarchy/delivery	8/1/2016	5	Metro Govt/FleetCor	IPM
3. Assess Current Operations/Establish Expectations	Determine any custom reporting needs, develop & schedule reporting	8/1/2016	45	Metro Govt/FleetCor	IPM
4. Pricing finalization	Define pricing to be used for Customer contract compliance	8/1/2016	5	FleetCor	Mark Roberts
4. Pricing finalization	Establish procudures for auditing transactions	8/1/2016	25	Metro Govt/FleetCor	Metro Govt TBD / Mark Roberts
4. Pricing finalization	Establish internal procedures and FleetNet Pricing Strategy for correct pricing setup for Customer	8/1/2016	3	FleetCor	Mark Roberts / FLT Pricing Team
5. Implementation Planning	Define training expectations	8/1/2016	5	Metro Govt/FleetCor	IPM & Impl. Training Specialist
5. Implementation Planning	Define timing expectations	8/1/2016	5	Metro Govt/FleetCor	IPM
5. Implementation Planning	Establish weekly call time and day	8/1/2016	5	Metro Govt/FleetCor	IPM
5. Implementation Planning	Establish dashboard and continued implementation tracking	8/1/2016	45	FleetCor	IPM
5. Implementation Planning	Finalize implementation plan	8/8/2016	5	FleetCor	IPM
5. Implementation Planning	Define Online System training needs and training schedules	8/8/2016	5	FleetCor	Impl. Traning Specialist
5. Implementation Planning	Define Customer's Program policies (setup, standard controls, online access, ordering)	8/8/2016	5	Metro Govt/FleetCor	IPM
5. Implementation Planning	Define any custom driver policies to be included in new account kits	8/8/2016	5	Metro Govt/FleetCor	IPM
5. Implementation Planning	Define any custom instructions to Branches/Cardholders (for new account kits)	8/8/2016	5	Metro Govt/FleetCor	IPM
5. Implementation Planning	Define planned canned reports that will be standard operating procedure	8/8/2016	5	Metro Govt/FleetCor	IPM
5. Implementation Planning	Define any customized text to be screen printed on Customer Cards (on fly during card embossing)	8/8/2016	5	Metro Govt/FleetCor	IPM
6. Account Setup	FleetCor provide Account/Card Setup forms to Metro Govt Administrators / Fleet Managers	8/8/2016	10	FleetCor	IPM
6. Account Setup	**Customer collects active vehicle lists & determines desired card restrictions (for card setup forms)**	8/8/2016	5	Metro Govt	Metro Govt (Fleet Mgr or Admin)
6. Account Setup	**Customer determines Employees to be issued Driver IDs (for driver setup forms)**	8/8/2016	5	Metro Govt	Metro Govt (Fleet Mgr or Admin)
6. Account Setup	Online Access - Customer Identify online users & Allowed Levels of access (account setup forms)	8/8/2016	5	Metro Govt	Metro Govt (Fleet Mgr or Admin)
6. Account Setup	**Customer provides account setup forms to FleetCor, vehicle & driver data for FleetCor to Start setups**	8/10/2016	3	Metro Govt	Metro Govt (Fleet Mgr or Admin)
6. Account Setup	Customer establishes FleetCor as a supplier in A/P systems	8/15/2016	5	Metro Govt	Metro Govt (Fleet Mgr or Admin)
6. Account Setup	Review key final setup with Customer Program Managers or Appropriate Team Members	8/11/2016	2	Metro Govt/FleetCor	IPM
6. Account Setup	**FleetCor sets up new accounts in system**	8/15/2016	1	FleetCor	Impl. Technical Specialist
6. Account Setup	**Establish the Custom Text/Logo printing Process or Inventory for the new Accounts (before producing cards)**	8/8/2016	11	FleetCor	Terri Carr (Product Manager)
7. Issuance / Implementation Task	**Card creation - FleetCor uploads Card & Driver setup data, pushes data for card creation**	**8/22/2016**	3	FleetCor	Impl. Technical Specialist
7. Issuance / Implementation Task	Create new account startup kits that will be used when distributing cards/PINs	8/15/2016	5	FleetCor	IPM & Janet Ward
7. Issuance / Implementation Task	Establish Fuel Data Reporting on all accounts	8/15/2016	5	FleetCor	Impl. Technical Specialist
7. Issuance / Implementation Task	**Cards/PIN lists shipped to locations with new account startup kits**	**8/23/2016**	4	FleetCor	Impl. Technical Specialist
7. Issuance / Implementation Task	**Customer distributes Cards to vehicles and PINs to Drivers**	**8/25/2016**	7	Metro Govt	Metro Govt TBD
7. Issuance / Implementation Task	Customer starts using cards	8/29/2016	14	Metro Govt	Metro Govt TBD
7. Issuance / Implementation Task	Current fuel cards locked to prevent using two programs at the same time	9/12/2016	1	Metro Govt/FleetCor	Account Mgr (To be Determined)
7. Issuance / Implementation Task	First monthly billing occurs	10/3/2016	2	FleetCor	FleetCor Billing Department
8. Training	Conduct any required field training classes prior to and during card implementation	8/29/2016	18	FleetCor	Janet Ward
8. Training	Conduct Webcast Online System Training sessions as needed	8/29/2016	18	FleetCor	Impl. Traning Specialist
8. Training	Customer Managers called/emailed to ensure satisfaction, cards received & trained	8/29/2016	18	FleetCor	Impl. Traning Specialist
8. Training	Review first invoices and reports with Customer Program Administrators, respond/answer questions	10/4/2016	3	FleetCor	Acct Mgr (TBD) & Janet Ward

Article 3.9 Item b) viii. – Describe the Support a Participating Public Agency will Receive.

RFP Specification:

viii. Describe the support a participating public agency will receive from your organization.

a. Will there be a dedicated account manager?
b. Do you offer a program review?
c. How would you approach a participating public agency with card expansion?

FLEETCOR Response:

We provide a multi-tiered account support structure, which will include support from:

1) Government Relationship Manager
2) Account Manager support (Fuelman); Govt Team Support (Comdata)
3) Call Center support;
4) Business Manager over Consigned Fuel Program
5) Contract Manager Support

When the client is large enough to have a Government Relationship Manager assigned, then that FLEETCOR representative will provide routine business reviews and he or she is able to travel for in-person client meetings for business reviews.

Fuelman Fleet Card. For problem resolution or customer service, for larger Participating Public Agencies assigned to an account manager, your front-line person would be the account manager. Account managers typically are available M – F, 8 am to 5 pm central time. For smaller Participating Public Agencies not assigned to an account manager, your front-line place for service or problem resolution would be the customer service center, which is available 24x7x365. If a smaller Participating Pubic Agency ever needs to escalate a service need or problem for resolution, you can escalate the problem or situation to Mark Roberts, our Director of Bids & Contracts, or to Andrea Mercer, our government relationship manager. Between either Mark or Andrea, they will be able to get the assistance from appropriate resources to help solve a Public Agency's problem or issue.

Additionally, traditional methods of ordering cards, or Driver IDs, or other locking or unlocking tasks, by phone or Email are available through FLEETCOR's Client Services department (call center support). The Customer Service Center is available 24x7. The toll-free number and email address for client services are as follows:

- Toll Free by Phone: 1-800-877-0800
- By Email: customerservice@fleetcor.com

FLEETCOR also offers access to our 24-Hour Voice Authorization Center / Help Desk which provides assistance to both merchants and customers.

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

The Help Desk can be used by the cardholder or merchant whenever cardholder incurs equipment or card problems at a station and needs authorization assistance (manual voice authorization processing). The Help Desk can also assist Customer's authorized Fleet Contact with locking lost or stolen cards after hours or during the weekend.

Comdata MasterCard. For problem resolution or customer service, Participating Public Agency's using Comdata MasterCard should email or call our Comdata Government Support Team:

- Email address gov@comdata.com,
- Phone number 1-866-662-3535

This support team will be the front-line support group. Their operating ours are typically 8 am to 5 pm central time. After hours, the Comdata 24-hour call center is available at 800-741-2777.

- 400+ associates
- 2 call centers across the US
- >90% of calls answered within 40 secs
- All calls recorded and monitored for quality

Article 3.10 Item b) ix. – Provide customer service availability and capabilities.

RFP Specification:

ix. Provide customer service availability and capabilities.

a. Describe the service and support provided to the program administrator and cardholders.
b. What are the customer service hours of operations?
c. What is your emergency or incident response procedures and services?

FLEETCOR Response:

We provide a multi-tiered account support structure, which will include support from:

1) Government Relationship Manager
2) Account Manager support (Fuelman); Govt Team Support (Comdata)
3) Call Center support;
4) Business Manager over Consigned Fuel Program
5) Contract Manager Support

When the client is large enough to have a Government Relationship Manager assigned, then that FLEETCOR representative will provide routine business reviews and he or she

is able to travel for in-person client meetings for business reviews.

Fuelman Fleet Card. For problem resolution or customer service, for larger Participating Public Agencies assigned to an account manager, your front-line person would be the account manager. Account managers typically are available M – F, 8 am to 5 pm central time. For smaller Participating Public Agencies not assigned to an account manager, your front-line place for service or problem resolution would be the customer service center, which is available 24x7x365. If a smaller Participating Pubic Agency ever needs to escalate a service need or problem for resolution, you can escalate the problem or situation to Mark Roberts, our Director of Bids & Contracts, or to Andrea Mercer, our government relationship manager. Between either Mark or Andrea, they will be able to get the assistance from appropriate resources to help solve a Public Agency's problem or issue.

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- By Email: customerservice@fleetcor.com

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Comdata MasterCard. For problem resolution or customer service, Participating Public Agency's using Comdata MasterCard should email or call our Comdata Government Support Team:

- Email address gov@comdata.com,
- Phone number 1-866-662-3535

This support team will be the front-line support group. Their operating ours are typically 8 am to 5 pm central time. After hours, the Comdata 24-hour call center is available at 800-741-2777.

- 400+ associates
- 2 call centers across the US
- >90% of calls answered within 40 secs
- All calls recorded and monitored for quality

Article 3.11 Item b) x. – Describe Merchant Support and Acceptance.

RFP Specification:

x. Describe Merchant Support and Acceptance

a. Define your approach to merchant acceptance.

b. Describe the merchant enrollment, education, and ongoing management available to your customers. Do you manage the process internally or by a third-party?

FLEETCOR Response:

With Fuelman Fleet Card

FLEETCOR'S Merchant Services department provides support to our Fuelman Network merchants.

FLEETCOR works to constantly grow our Fuelman merchant acceptance network to meet our growing customer needs. We have dedicated merchant sales staff that help support this growth, which is often expanded to meet specific customer demands and requests. The Fuelman Network has expanded over the years, with growth often triggered by large accounts, often national accounts that expand into new areas and need more coverage. As sales reps bring on clients, they funnel their merchant requests to the merchant sales team, who calls on the merchants identified and they are usually quite successful adding locations to the network.

FLEETCOR merchant sales staff and merchant services department work to get the merchant's POS systems operating once merchant has signed required acceptance paperwork. Now-a-days, almost all locations come on the Fuelman network through Pay-at-Pump Acceptance. This usually requires our Pay-at-Pump technical team to work with merchants acquiring card processor, to turn on the acceptance in their system. Most all major credit card brands and processors for convenience stores are certified to process Fuelman card, so it is a matter of getting it turned on in the POS systems with proper Site ID and fingerprint for the location put in place for the location to access the authorization system.

With Comdata MasterCard

MasterCard acceptance growth happens naturally as new stations are built throughout the U.S. Virtually all convenience stores accept MasterCard, so convenience store owners automatically get MasterCard turned on when new to industry stations are opened. No special training is needed for merchants.

Article 3.12 Item b) xi. – Describe your Ability to Implement Tax Exempt Certificate as part of the Solutions.

RFP Specification:

xi. Describe your ability to implement tax exempt certificate as part of the solutions.

FLEETCOR Response:

With Fuelman Fleet Card

FLEETCOR shall provide tax exempt billing to the Participating Public Agency to the extent allowed by the Federal and State taxing authorities. For qualifying government entities, 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 (0.0021 per gallon) cannot be exempted. State tax exemption capability varies by State and often by type of State tax. Participants must inquire with FLEETCOR to find out if State tax exemptions are allowed in their state. Customer shall provide federal tax exemption certificates or other related information as required from time to time by FLEETCOR to maintain tax exempt status. Currently, the IRS requires that we have federal tax exemption certificates signed annually by tax exempt entities, so the FLEETCOR tax department sends certificates annually to the Billing contact on record in the account, requesting they complete, sign and return the certificate.

With Comdata MasterCard

FLEETCOR through is Comdata subsidiary, agrees to provide billing exempt from federal excise taxes on fuel purchases as Comdata is allowed to do so by the Internal Revenue Service (IRS). Comdata is a registered “Credit Card Issuer” with the IRS which provides the appropriate registration for Comdata to file refund claims on the exempt participating agency’s behalf. Comdata will require the Customer to provide a signed tax exemption certificate (Model Certificate R) from time-to-time as required by the IRS to be in Comdata’s files to retain customer’s tax-exempt status.

Refund claims by Comdata are filed quarterly with the IRS per Form 8849 (Claim for Refund of Excise Taxes) Schedule 8 (Registered Credit Card Issuers). Per these IRS regulations and forms we are allowed to exempt federal excise tax on the following motor fuels:

- Sales of Gasoline. Can include E85 and E15 so long as detailed product type information is provided by merchant.
- Sales of Undyed Diesel Fuel. Can include sales of Low Biodiesel Blends (not greater than B10)

- Sales of Undyed Kerosene
- Sales of Kerosene for Use in Aviation
- Sales of Aviation Gasoline

Federal motor fuel excise tax refund claims for any other Alternative Fuels such as Compressed Natural Gas (CNG), Liquefied Natural Gas (Propane), or B20 are currently not allowed by the IRS, therefore we would not be able to provide tax exemption on these alternative fuel grades unless the IRS changes these rules. The public agency participating under this contract would need to directly file for refund claims on these alternative fuel types.

Exempting of applicable federal excise taxes for fuel are dependent on the information provided to us by the merchant location in the transaction (fuel type and quantity). If merchant does not transmit sufficient information for Comdata to be able to calculate the exempt tax, we reserve the right to bill the full retail amount of the charge.

- Note: Our largest MasterCard government customers find that on more than 98% of the fuel gallons purchased, they receive fuel type and quantity information allowing for the Federal Tax exemption. This percentage can likely be improved by placing Level 3 Only controls on cards.

With regards to State and Local excise tax exemptions, unless at some point in the future State taxing authorities allow, we are unable to exempt State and Local motor fuel taxes on the MasterCard programs offered.

Web Portal for MasterCard Tax Exempt Invoices and Reporting (Mansfield FuelNet portal)

Comdata performs a tax exempting/tax stripping process to remove allowed exempt federal excise taxes from the Customer's fuel transactions, and to create custom tax-exempt invoices for qualifying exempt clients using the contract. Currently, we utilize a fulfillment vendor (Mansfield Oil) to assist with this task. Tax Exempt invoices and billing reports are typically emailed to registered billing contacts on the accounts. Additionally, we provide a web portal at Mansfield's FuelNet portal, available at the Mansfield website (https://mansfield.energy/), where customers can download reports and invoices.

Article 3.13 Item b) xii. – Describe Payment Methods Offered.

RFP Specification:

xii. Describe payment methods offered. Define payment term options with stating the frequency of any related requirements.

FLEETCOR Response:

With Fuelman Fleet Card

Billing Frequency and Payment Terms (and credit availability) offered to Participants under this proposal must be approved by FLEETCOR's Credit Department via signed credit application that will be processed by a FLEETCOR sales representative.

FLEETCOR offers 4 different billing frequencies and 6 different payment terms which we can customize to best suit the participating public entity's needs. The list of Billing Frequencies and Payment Terms available (subject to credit approval) are as follows:

AVAILABLE BILLING FREQUENCIES (Fuelman Proprietary Card)

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)
4) Fuelman Monthly (last Monday of each month, 12 invoices in a year)

AVAILABLE PAYMENT TERMS Fuelman Proprietary (with available payment method[1])

1) Net 4 days (EFT by FLEETCOR)
2) Net 7 days (EFT by FLEETCOR)
3) Net 10 days (Check or Online Bill Pay)[1]
4) Net 14 days (Check or Online Bill Pay)[1]
5) Net 21 days (Check or Online Bill Pay)[1]
6) Net 30 days (Check or Online Bill Pay)[1]

[1] Upon special request and approval from FLEETCOR Treasury, we can accommodate ACH payment with ACH initiated by Customer.

APPLICABLE PRICE ADJUSTMENTS FOR LONGER OR SHORTER TERMS

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. The standard pricing quoted in our

pricing response is for **Bi-Weekly Billing**, with payment due **Net 14 Days** from Invoice Date.

- **For Lower Pricing (more frequent billing & shorter terms).** Participants under the contract who want the lowest price can opt to receive more frequent billing (i.e. weekly billing) and/or more prompt terms (i.e. Net 7 EFT). With more frequent billing or shorter payment terms, Participants will receive a Reduction off the cost-plus markups quoted in sub-article 2.1.1, additional discount for retail minus discounts quoted under 2.1.2 for alternative fuels, or additional discount off the retail price (before rebate) quoted for retail-based pricing under sub-article 2.1.7. See TABLE 2.1.9 below for the BF/PT Pricing Adjustment Matrix.
- **For Longer Terms but with Higher Pricing (less frequent billing & longer terms).** Participants under the contract that have difficulty processing bi-weekly invoices or paying invoices within 14 days, can opt for less frequent billing (i.e. calendar monthly) or extended terms (i.e. Net 21 or Net 30). With less frequent billing or longer terms (extended terms), Participants will receive an Adder to the cost-plus markups quoted in sub-article 2.1.1, lower discount for retail minus discounts quoted under 2.1.2 for alternative fuels, or an adjustment to the retail price (before rebate) quoted for retail-based pricing under sub-article 2.1.7. See TABLE 2.1.9 below for the BF/PT Pricing Adjustment Matrix.

TABLE 2.1.9 - Billing Frequency/Payment Terms Pricing Matrix (Fuelman Proprietary)

Use the Matrix below for understanding the applicable Discounts or Adders associated with the many different Billing Frequencies and Payment Terms offered by FLEETCOR. The adjustments shall apply to pricing submitted in prior sub-articles 2.1.1, 2.1.2. The Matrix also lists any payment method requirements for the associated quick-payment terms discount offers.

Pricing Adjustment Rates for Varying Billing Frequencies and Payment Terms
(Per Gallon)

	Billing Cycle			
Days To Pay	**Weekly**	**Bi-weekly**	**Monthly**	**Payment Method**
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)	**$0.0000**	$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

Negative numbers in parentheses in the matrix above indicate a decrease (per gallon) to the cost-plus fuel markup proposed in quoted pricing, (representing a smaller cost-plus mark-up) or a larger discount rate for applicable retail minus pricing of alternative/evolving fuels. For a Customer opting to receive the Retail based pricing option with volume discount the negative number represents a discount off of the retail price, which shall be

applied at transaction level before the proposed volume discount rebate quoted in sub-article 2.1.7.

Example (Cost-plus approach)

c) **Example of More Frequent Billing or Shorter Terms**. 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 quoted in sub-article 2.1.1.

d) **Example of Less Frequent Billing or Longer Terms.** 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 sub-article 2.1.1. So, a positive number in the Matrix indicates an increase to the cost-plus fuel margin quoted (representing a larger cost-plus markup or "Adder").

Example (Retail Price with Volume Discount approach)

c) **Example of More Frequent Billing or Shorter Terms**. The Weekly billing, Net 4 Day payment option offers an **extra 1 cent per gallon discount ($0.010)**, over and above the volume discount amount quoted in sub-article 2.1.7. In this case the station's retail price will be discounted by the 1 cent per gallon, then the volume discount shall apply.

d) **Example of Less Frequent Billing or Longer Terms.** The Monthly billing, Net 30 Day payment option, requires a **reduction to the discount/rebate of 1.75 cents per gallon ($0.0175).** In this case the station's retail price will be increased by the 1.75 cents per gallon, then the volume discount shall apply.

With Comdata MasterCard

In our Comdata MasterCard pricing response, we have opted to keep it very simple, and we are only quoting rebates based on two different billing terms arrangements as follows:

- Monthly Billing Frequency, Net 15 Days to Pay
- Monthly Billing Frequency, Net 30 Days to Pay

The rebates we are quoting vary based on payment terms, which is related to cost of AR carry due to the average Days Sales Outstanding (DSO) for the extended terms.

Comdata does offer many different Billing Frequencies and Payment Terms, however we believe that most governments will prefer Monthly, and some will be able to pay quicker (Net 15), while others will need longer time to pay (Net 30).

- If a Participating Public Agency would like us to price the rebate on some other alternative Billing Frequency or Payment Term, we can certainly accommodate that request and would do so under the premise of Not to Exceed Pricing. The

rebate change for an alternative billing frequency or payment terms arrangement would be tied to the DSO and an applicable per day basis points cost or added rebate savings (for shorter DSO), same as we used in the quotation provided.

Article 3.14 Item b) xiii. – Do you Offer a Bonus for Early Payment, and What is the Penalty for Late Payments, Define how speed of Payment is Calculated.

RFP Specification:

xiii. Do you offer a bonus for early payment? What is the penalty for late payments? Define how speed of payment is calculated.

FLEETCOR Response:

With Fuelman Fleet Card

Effectively the answer is "Yes", the Participating Public Agency receives a bonus by receiving either no Billing Frequency/Payment Terms adder or they can receive a reduction to the contracted cost-plus pricing markup, or an additional discount off the Retail Price, if they elect to be billed under the standard Billing Frequency and Payment Terms offered in our pricing response, or if they elect to receive more frequent billing (i.e. Weekly billing) or shorter terms (i.e. Net 7).

- So, the bonus is built into the pricing components (lower cost plus markup or larger retail minus discount) when a Participating Agency agrees to the shorter terms billing arrangement.

Penalty for Late Payments. FLEETCOR understands the difficulties government agencies have with paying late fees and finance charges, which often must comply with complicated local State laws governing interest rates or allowed days to pay before charging interest or late fees. Therefore, as we have done in past for Region 4 ESC (OMNIA) contract participants, we plan to turn off ordinary Late Fee and Finance Charge settings in the system on the accounts, so these fees will not be incurred.

- This is a huge benefit to Participants under the contract.

FLEETCOR's decision to not impose Late Fees or Finance charges to participating Public Agencies shall in no way mean Customers don't need to worry about paying within terms. Failure to pay the current charges in full each billing period and within terms can cause the account to become delinquent, and there may be consequences such as suspension in service should the delinquency go beyond a number of days allowed that FLEETCOR establishes on the account.

Speed of Payments. Payment terms are from the Date of Invoice. Speed of Payment

would be the number of days from the Invoice Date to the Date in which the payment posts on the account. Unless ACH payment has been arranged, FLEETCOR utilizes an automated lock box to process receipts with our bank. For check payments to post within terms, Participating Public Agencies should account for both the mailing time, and the time allowed for the lock box posting process to occur.

With Comdata MasterCard

Effectively the answer is "Yes", the Participating Public Agency receives a bonus by receiving a larger rebate for shorter payment terms offered in our pricing response.

Penalty for Late Payments. Comdata understands the difficulties government agencies have with paying late fees and finance charges, which often must comply with complicated local State laws governing interest rates or allowed days to pay before charging interest or late fees. We plan to turn off ordinary Late Fee and Finance Charge settings in the system on the accounts, so these fees will not be incurred.

- This is a huge benefit to Participants under the contract.

Comdata's decision to not impose Late Fees or Finance charges to participating Public Agencies shall in no way mean Customers don't need to worry about paying within terms. Failure to pay the current charges in full each billing period and within terms can cause the account to become delinquent, and there may be consequences such as suspension in service or exceeding the credit limit should the delinquency go beyond a number of days allowed that Comdata establishes on the account.

Speed of Payments. Payment terms are from the Date of Invoice. Speed of Payment would be the number of days from the Invoice Date to the Date in which the payment posts on the account. Unless ACH payment has been arranged, Comdata utilizes an automated lock box to process receipts with our bank. For check payments to post within terms, Participating Public Agencies should account for both the mailing time, and the time allowed for the lock box posting process to occur.

Article 3.15 Item b) xiv. – Provide any Additional Information Relevant to this Section.

RFP Specification:

xiv. Provide any additional information relevant to this section.

FLEETCOR Response:

We believe our responses in this section 3 (Performance Capability) are thorough, and have addressed all relevant information needed for Performance Capability.

Article 3.16 Item b) xv. – Provide a website link in order to review website ease of us, availability.

RFP Specification:

xv. Provide a website link in order to review website ease of use, availability, and capabilities. Describe the website's capabilities and functionality.

FLEETCOR Response:

With Fuelman Fleet Card

FLEETCOR recommends that Participating Public Agency card program administrators utilize our on-line systems for self-serve account management. Depending on the account's initial setup, customers will use either FleetNetPro available at www.fleetnetpro.com, or iFleet, available at www.ifleet.com. The online applications provide the ultimate convenience and control for authorized fleet contacts to manage their account(s), vehicles, cards, and Drivers/PIN's.

For web portal security reasons, it is not possible for us to provide a website link where you could review the websites for ease of use. We would need to plan an online demonstration should you want to do that during the evaluation period.

As requested in prior specifications or questions in the RFP, we have submitted the websites capabilities in multiple responses. To avoid repetitiveness and duplication of responses, please refer to other sections where same or similar questions has been asked for an overview of the website's capabilities and functionality.

With Comdata MasterCard

FLEETCOR recommends that Participating Public Agency card program administrators utilize our on-line iConnectData system for self-serve account management. The online system is available at www.iconnectdata.com The online application is robust, and provides the ultimate convenience and control for authorized fleet contacts to manage their account(s), vehicles, cards, and Drivers/PIN's.

Note that for the AssetWorks TRIPCard MasterCard (a Value Add solution in our proposal), although clients will be able to utilize iConnectData should they need or want to, with TRIPCard, clients would be using AssetWorks Fleet Focus software, and they would have paid AssetWorks for the AssetWorks TRIPCard Portal module. The AssetWorks TRIPCard Portal solution in our Value Add response behind TAB 5. This fully integrated portal developed by AssetWorks with Comdata IT assistance, uses a

Web Services interface to the Comdata HOST system. The functionality which we have provided information about is a tremendous benefit to clients who utilize AssetWorks software.

For web portal security reasons, it is not possible for us to provide a website link where you could review the websites for ease of use. We would need to plan an online demonstration should you want to do that during the evaluation period.

As requested in prior specifications or questions in the RFP, we have submitted the websites capabilities in multiple responses. To avoid repetitiveness and duplication of responses, please refer to other sections where same or similar questions has been asked for an overview of the website's capabilities and functionality.

Article 3.17 Item b) xvi. – Describe the Offeror's Safety Record.

RFP Specification:

xvi. Describe the Offeror's safety record.

FLEETCOR Response:

To better understand FLEETCOR's governance and commitment to our employees operating in a safe workplace, including FLEETCOR's COVID-19 response to ensure employees remain safe from the pandemic, please refer to FLEETCOR's 2020 Corporate Responsibility & Sustainability Report, which we provide behind EXHIBIT 4 of our response.

Article 3.18 Item b) xvii. – Provide any Additional Information Relevant to this Section.

RFP Specification:

xvii. Provide any additional information relevant to this section.

FLEETCOR Response:

We believe our responses in this section 3 (Performance Capability) are thorough, and have addressed all relevant information needed for Performance Capability.

TAB 4 – QUALIFICATION AND EXPERIENCE

Pages in this section contain FleetCor's responses to the questions in the RFP section c) Qualification and Experience.

Article 4.1 Item c) i. – Provide a Brief History of the Offeror, including year it was established and Corporate Office Location.

RFP Specification:

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

FLEETCOR Response:

First of all, we should explain that the proposing company for this Solicitation and potential contract is FleetCor Technologies, Inc. (FLEETCOR), a Delaware corporation which operates businesses through its subsidiaries that offer card programs under this solicitation under its two subsidiaries as follows:

- **Fuelman Fleet Card Program:** Fuelman is a proprietary fleet card program operated by FleetCor Technologies Operating Company, LLC which is a Louisiana limited liability company that is wholly owned by FLEETCOR.

- **Comdata MasterCard:** Comdata MasterCard is a universally accepted Fleet MasterCard program operated by Comdata, Inc., which is a Delaware corporation that is wholly owned by FLEETCOR.

So, depending on the card program a Public Agency elects to receive, the contracting entity or card program terms and conditions with that Public Agency would be either FleetCor Technologies Operating Company, LLC, or Comdata Inc., or both in the case of TRIPCard.

The corporate headquarter office for FLEETCOR, is:

3280 Peachtree Road, Suite 2400
Atlanta, GA 30305

The main office location for our Comdata Inc. subsidiary, is:

5301 Maryland Way
Brentwood, TN 37027

Brief History of FLEETCOR

- Founded in 2000
- Predecessor company founded: 1986
- Current CEO and Chairman (Ron Clarke) took position as CEO in 2000. In that year the company re-domesticated and become a Delaware corporation, moved headquarters to the North Atlanta area.

- The original predecessor company operated the Fuelman Fleet Card Network, which had expanded through selling licensee-operated territories throughout the U.S.
- In early 2000's, after a capital raise from private equity firm Summit Investment Group, the company began to acquire back and consolidate the majority of its former Fuelman licensees, so these markets became direct-operated Fuelman Fleet Card markets of FLEETCOR.
- From 2005 – 2008 the company received additional private equity investment from firms like Bain Capital and Advent International.
- With private equity infusion of capital, the company moved forward with strategic acquisitions, including acquiring companies in the Fleet Card space in Europe such as Key Fuels in U.K. (2005) and CCS in Czech Republic (2006).
- In 2009 FLEETCOR acquired CLC Group, Inc., which was FLEETCOR's entrance into the lodging payments business (CLC CheckINN Card).
- In 2005 FLEETCOR forged a relationship with Comdata, to offer universally accepted MasterCard fleet card programs with Fuelman branding. FLEETCOR and Comdata operated the card program together in this relationship.
- In December 2010 FLEETCOR Completed an Initial Public Offering (IPO), going public on the New York Stock Exchange under the symbol FLT.
- After the IPO, strategic acquisitions continued, for example including but not limited to the following:
  - Effectivale, a fuel card and food voucher business in Mexico was purchased in 2011,
  - Allstar Business Solutions, Limited, a fleet card company based in the United Kingdom was also purchased in 2011.
  - In 2012 FLEETCOR acquired Brazilian company CTF, which provides fuel payment processing services and in 2013 we acquired other complimenting companies in Brazil (VB and DB).
  - In 2013 FLEETCOR acquired GE Capital Australia's Fleet Card business in Australia and a company called CardLink in New Zealand.
  - In 2014 FLEETCOR acquired Pacific Pride (PacPride), a U.S. fuel card business and cardlock network.
  - In 2014 and 2015, FLEETCOR completed acquisitions of Shell portfolios related to our fuel card business in Europe.
  - In November 2014, FLEETCOR acquired Comdata Inc. ("Comdata"), which was headquartered in Brentwood, TN. Comdata is a leading business-to-business provider of innovative electronic payment solutions. As an issuer and a processor, Comdata provides fleet (including MasterCard fleet multi-card), payroll cards, virtual cards, corporate payments, and gift card solutions.
  - In August 2016 FLEETCOR acquired Serviços e Tecnologia de Pagamentos S.A. ("STP"). STP is an electronic toll payments company in Brazil and

provides card-less fuel payments at a number of Shell sites throughout Brazil. The purpose of this acquisition was to expand our presence in the toll market in Brazil.

- In August 2017 FLEETCOR acquired Cambridge, a leading business to business (B2B) international payments provider. This acquisition positions FLT to better assist business clients in making international payments and expands our corporate payments footprint.
- In 2019 FLEETCOR acquired SOLE Financial, a payroll card provider and in 2019 our Comdata subsidiary leveraged this business to release a new digital payment solution we call Fintwist. Fintwist gives employees a better way to get paid, make payments, send money to friends and more, all within a highly secure digital payment solution.
- In 2019 FLEETCOR acquired Nvoicepay, a leader in Full AP Automation software. Nvoicepay's business-to-business payment platform allows customers to pay 100% of their supplier invoices electronically.
- In January or 2021 FLEETCOR acquired Roger, a global accounts payable (AP) cloud software platform for small businesses. The acquisition will extend FLEETCOR's portfolio of accounts payable automation solutions to small businesses, helping them automate their manual payment processes.
- In June of 2021 FLEETCOR completed the acquisition of Associated Foreign Exchange (AFEX), an international cross-border payments provider. AFEX delivers global cross-border payment solutions that help small- and medium-sized businesses (SMBs) break down currency barriers to facilitate international growth. By acquiring AFEX, FLEETCOR builds upon its corporate payments line of business and strengthens its position as one of the largest global business payment companies in the world.

- In June of 2018 FLEETCOR became an S&P 500 company (included in the S&P 500 Index).
- In June of 2021 FLEETCOR launched a new go-to-market brand called Corpay whereby all of our existing Corporate Payments brands have been consolidated into this new brand. The brands included in the consolidation are AFEX, Cambridge Global Payments, Comdata Corporate Payments, Nvoicepay, and Roger.

ABOUT OUR COMDATA BUSINESS IN NORTH AMERICA

- Founded in 1969
- Comdata is registered as a member service provider with Mastercard through sponsorship by Mastercard member banks in both the U.S. and Canada.
- Our Comdata business is the #1 MasterCard Fleet issuer in North America, MasterCard's #2 large market issuer, and #7 US commercial card issuer.
- Our Comdata business is the industry leader in providing payment solutions for the Over the Road (OTR) transportation sector. The company began by

offering payment programs for the trucking industry such as ComCheck and the Comdata proprietary fleet card.

- In 2000 Comdata forged a relationship with MasterCard to develop and offer Comdata MasterCard Fleet Card, which utilizes the MasterCard network to provide universal acceptance, but processes through Comdata's proprietary HOST system (closed-loop). We are the card issuer (through bank sponsorship by Regions Bank in the U.S) and the processor.
- The Comdata MasterCard is the chosen fleet card solution for many companies operating some of the largest fleets in the U.S. The solution works for companies large and small, mixed fleets (gasoline, diesel, alternative fuels) or OTR.
- As a subsidiary of FLEETCOR, Comdata has continued to develop tremendous payment products and technology for the OTR segment, such as the Comdata OnRoad Card with highly rated OnRoad mobile app for cardholders, and virtual ComCheck program allowing digital payments by cardholders to service providers or Peer-to-Peer (P2P) payments. Our programs provide companies excellent technology solutions for handling payments to OTR drivers, and providing unmatched convenience to Drivers for managing miscellaneous payments while doing their jobs.
- In 2019 into 2020, Comdata developed and began offering Fuel Proximity Controls, leveraging the technology and data from GPS providers with Fuel Card. First came data integration with special alert reporting by GPS vendors, followed by real-time, two-way transaction controls based on vehicle proximity to fueling location and tank capacity. Fuel Proximity Controls enable clients to virtually eliminate hidden fraud (vehicle not at fueling location).
- Our Comdata business includes a successful and fast-growing Corporate Payments division, offering business payments services such as ePayables solutions, virtual card, multi-card MasterCard (i.e. purchasing card, T&E card), and Pay-for-You. This Corporate Payments division is part of our Corpay brand.

Article 4.2 Item c) ii. – Describe Offeror's Reputation in the Marketplace, Years in the Expense Management Business, is Product Proprietary to your Organization.

RFP Specification:

ii. Describe Offeror's reputation in the marketplace. Include the number of years you have been in the expense management business. Is the product proprietary to your organization?

FLEETCOR Response:

The following differentiate FleetCor/Comdata from other providers:

- **Company with the Needed Scalable Resources.** FLEETCOR, is one of the largest payments companies in the world, with a reputation for high-growth and proven, scalable models for sales, distribution and product innovation.
- **Long History of Innovation.** Since Comdata's founding in 1969, and FLEETCOR predecessor company's founding in 1986, we have continually made innovations in business-to-business payments and commercial cards. Our strategy is to combine new technology and world-class client support with smart insights that deliver the control, flexibility and reliable spending data our clients need to make the best decisions for their businesses.
- **Focused on Building Payment Programs (Systems & Tools).** We focus on building payments programs, not selling products, because we know that spend volume and revenue are not guaranteed just because a contract is signed. And this is where we differentiate ourselves from banks and other card issuers – we invest more time and energy in developing the systems, tools and resources to maximize programs with our clients.
- **In-House Processing and Issuance, Totally on FleetNet or Comdata Platform.** We issue cards AND process transactions in-house on our own platforms, which creates the ability to offer customized solutions and respond quickly to customer needs without relying on a third-party processor.
- **Dedicated to Keeping Products Current and Competitive.** FLEETCOR is first and foremost a growth driven Commercial Payments organization. Over the past several years, we have grown our payments business consistently outpacing the market. Meanwhile, we have continued to invest heavily in products and programs for our core fleet card business. We have continued developments and improvements to include our Proximity Fuel Controls, development of OneLook data analytics reporting dashboard, development underway of EV Charging Payment Solutions, development of mobile apps including Fuelman Mobile, FleetAdvance and OnRoad, and the recent release of Virtual Comchek's are examples of our dedication to these businesses and our fleet client base.

All of our investments are centered around expanding our capabilities to remain a market leader in the businesses we operate while enhancing our overall customer value proposition.

Article 4.3 Item c) iii. – Describe any Global Partnerships in Relationship to your Products, Solutions, Services, Technology Providers and any other Relevant Parties.

RFP Specification:

iii. Describe any global partnerships in relationship to your products, solutions, services, technology providers and any other relevant parties.

FLEETCOR Response:

Our Expense Management solutions are purpose-built to provide customers with greater control and visibility of employee spending when compared with less specialized payment methods, such as cash or general-purpose credit cards. Our proprietary processing and card management solutions provide customers with significant capabilities including: customizable user-level controls, detailed transaction reporting, programmable alerts, configurable networks, contract price validation and audit, and tax management and reporting. Our customers can use these data, controls and tools to combat fraud and employee misuse, streamline expense administration and potentially lower their operating costs.

We utilize both proprietary and third-party payment acceptance networks to deliver our Expense Management solutions. In our proprietary networks, which tend to be geographically distinct, transactions are processed on systems owned and operated by us, and only at select participating merchants with whom we have contracted directly for acceptance. These proprietary networks generally provide us with better economics, as we control more of the transaction, and richer data because of how the networks and point of sale software are configured. Third-party networks are operated by independent parties, and tend to be more broadly accepted, which is the primary benefit compared with our proprietary networks. Mastercard and VISA are our primary third-party network partners in North America and Europe, respectively.

Article 4.4 Item c) iv. – Describe the Experience and Qualification of Key Employees.

RFP Specification:

iv. Describe the experience and qualification of key employees.

FLEETCOR Response:

On pages and subparagraphs that follow we list the various teams, key managers and staff and their qualifications for delivering services and support to the OMNIA Master Agreement

Corporate Officer Level

The following corporate officer team members will be involved directly or indirectly in supporting or having ultimate oversight of the staff who will deliver the service components of the OMNIA Partners Master Agreement.

- **Alexey Gavrilenya, Group President, North America Fuel.** Alexey is FleetCor's senior North America officer with overall responsibility for important areas of the company's business including:
  - Fuelman LOB
  - Comdata LOB - North America Trucking (NAT)
  - Petroleum Marketers (CFN & Pacific Pride networks)
  - Effectivale (Mexico business)
  - North America Partners (BP, Arco, Speedway, Caseys, Others)
  - North America Sales
  - North America Customer Experience (customer care)
  - North America Marketing
  - Credit
  - IT

  Alexey reports to FleetCor's CEO and Chairman, Ron Clarke.

- **Keagan Russo, Senior Vice President, North America Local (including Fuelman) Line of Business (LOB).** Keagan has overall responsibility for our Fuelman Fleet Card business, including:
  - Small Market Business
  - Product Ops & Development
  - Fuelman Network (Merchant & Network Operations)
  - Enterprise Business (reporting split with NAT Eric Dowdell)
  - Keagan direct reports to Alexey Gavrilenya

- **Eric Dowdell, President, North America Trucking**. Eric has overall responsibility for FleetCor's North America Trucking Business, which is primarily the Comdata

business including:

- Strategy & Strategic Initiatives
- Product & Innovation
- Large Fleet & Enterprise Sales, including Account Management support for large/enterprise customers. Reporting split for Fuelman portfolio of enterprise customers with Fuelman President Nick Izquierdo.
- Operations (including CRR Support for large/enterprise customers)
- Comdata Merchant Services
- Eric direct reports to Alexey Gavrilenya

- **Todd Sale, Senior Vice President, Customer Experience Operations.** Todd has responsibility for all Shared Service Operations supporting North America Fuel Cards, Partners, and North America Trucking. This includes responsibility for all customer care call center operations. Todd direct reports to Alexey Gavrilenya.

Enterprise Sales & Relationship Management

This group will provide relationship management support and serve to manage the contract obligations between the OMNIA Partners and FLEETCOR. The key team members in this group are:

Randy Morgan
Chief Operations Officer
O: (615) 376-6902
M: (615) 289-9004
rmorgan@comdata.com

- Randy has over 30 Years of experience in the Industry, been with Comdata for over 3 decades.
- Leads and oversees our Large Fleet /Enterprise sales organization. Includes Account Managers selling/supporting these clients.
- Leads and oversees our Government sales organization. Includes Bid/Contract team, Gov't Relationship reps, and On-Site Fuel Program team selling/supporting these clients.
- Reports to our President over NAT (Eric Dowdell)
- Randy would be available and may participate in high level meetings with key OMNIA officials. Randy would assist our Director of Bids & Contracts (Mark Roberts) or our VP – Government Sector (Brian Truman) as needed for any escalations to senior FleetCor management.

Mark Roberts
Director, Bids & Contracts
O: (704) 853-2662
M: (704) 674-6848
markroberts@fleetcor.com

- 35+ Years in the Industry
- Started with FLEETCOR predecessor in 1992
- Managed/Supported the OMNIA contract, formerly TCPN and National IPA since first contract and bid.

- Mark is a bid specialist for FLEETCOR/Comdata, and he takes a large role preparing RFP responses for Enterprise Sales and existing government customers who go out for bid or RFP.
- Participates in the in-person visits and business reviews with key larger Public Agency customers or with OMNIA Partners as needed or requested.
- Facilitates contract negotiations, serves as an intermediary to corporate legal.
- Manages government bids & contracts for FLEETCOR and oversees the government relationship management team, and our onsite fuel program team.
- Reports to our Chief Operating Officer Randy Morgan.

Brian Truman
VP – Government Sector
M: 615-260-2121
brian.truman@comdata.com

- 22 Years in the Industry
- 9 Years with Comdata
- Role is focused on growing Comdata business with State Government Fleet prospects.
- Manages Government sales and associated pipelines.

- Directs sales in all 50 states and downstream accounts.
- Facilitates contract negotiations in sales to State government prospects, serves as an intermediary to corporate legal.
- Reports to our Chief Operating Officer Randy Morgan.

Alice Hafkey
Business Manager, Consignment Fuel & Salesforce Administrator
M: (630) 698-5104
ahafkey@fleetcor.com

- 33 Years in the Industry
- Started with FleetCor predecessor in 2002
- Managed FleetCor's consigned fuel services program including service to TDOT for over 15 years (since 2005).
- Works closely with relationship / account managers, customers, fuel suppliers, and equipment vendors to quickly resolve issues with on-site fueling locations.
- Resolves delivery matters, equipment problems, fuel product quality/testing, and inventory discrepancy issues.

- Manages card reader installation projects with all vendors.
- SalesForce.com Administrator for FleetCor Enterprise Fleet Sales team.
- Reports to Director of Bids & Contracts Mark Roberts

Andrea Mercer
Government Relationship Manager
O: (706) 715-5551
M: (231) 557-6007
andrea.mercer@fleetcor.com

- 25 Years in the Industry
- Started with FleetCor predecessor in 1996
- Responsible for maintaining relationships with some of our top Fuelman government accounts.
- Andrea will work closely with the assigned Account Manager as required for any larger problem resolution or adjusting the card program for Participating Public Agencies.
- The Relationship Manager will manage the client relationship at a corporate level, which includes: contract compliance, payment terms, savings analyses, credit resolutions and routine meetings/business reviews.
- The Relationship Manager works collaboratively with all FleetCor internal support groups on the State's behalf including: IT, Credit, Customer Service, Accounts Receivable, Fraud Resolution Department, Product Development, Marketing and Finance.
- The Relationship Manager will consult with the Customers she is assigned on the success of the program and help explain or offer additional products and services in routine business reviews.
- Reports to Director of Bids & Contracts Mark Roberts

Alex Ortiz
Technical Support Representative
M: (512) 845-0061
alex.ortiz@fleetcor.com

- 30 Years in the Industry
- Started with FleetCor predecessor in 2010.
- Alex is responsible for providing technical support for island card reader equipment installed at customer owned fueling locations.
- Alex oversees or handles installation of new card reader equipment.
- Alex performs upgrades to card readers for Analog to Network/IP communications.
- Alex reports to Alice Hafkey, our Business Manager overseeing consigned fuel supply program.
- Please note that several existing participating Public Agency customers under the prior similar contract, receive consigned fuel services where FLEETCOR owns or has equipment installed at customer locations. Alex takes care of the technical side of this equipment and those relationships with customers.

Client Services and Billing Departments

Client Services will be provided through two different channels, primarily based on the customer's size as described below.

- **Large Public Agency Fuelman Fleet Card Accounts.** The larger state agency and local government accounts will be assigned an account manager, who will be the agency's first point of contact for ordinary servicing, inquiry, or problem resolution.
  - The account manager team is part of our **Enterprise Fleet service organization** that reports up to Deborah Watson (VP Operations). Deborah reports up to Eric Dowdell, our President North America Trucking.

- **Smaller Fuelman Fleet Card Accounts.** The smaller state agency and local government accounts will likely utilize our Client Services call center team, which will provide card, PIN and other requested services by clients of the Master Agreement. Card administrators may call or email into the client services center at Phone 1-800-877-0800 or Email: customerservice@fleetcor.com.
  - The Call Centers organization reports to Todd Sale, SVP Customer Care.

- **Comdata MasterCard Fleet Card Accounts.** For problem resolution or customer service, Participating Public Agency's using Comdata MasterCard or TRIPCard should email or call our Comdata Government Support Team:
  - Email address gov@comdata.com,
  - Phone number 1-866-662-3535

  This support team will be the front-line support group. Their operating ours are typically 8 am to 5 pm central time. After hours, the Comdata 24-hour call center is available at 800-741-2777.

- **Billing Department (Fuelman).** The Fuelman Billing Department is a part of our Fuelman service organization based in FleetCor's Peachtree Corners, Georgia office. This group handles billing the Fuelman system. Currently, most all accounts are able to utilize standard system generated invoices from the Fuelman system, which we propose to continue. Should a larger client require custom billing, this group would help us accommodate that service.

On pages that follow we provide additional information about these client services and billing teams, including certain personnel assigned and key managers.

Enterprise Fleet (Large Accounts) Service and Implementation

Deborah Watson
VP Operations
O: (615) 370-7600
M: (615) 714-7600
dwatson@fleetcor.com

- 36 Years in the Industry
- Started with Comdata in 1996
- Leads four unique groups all directly supporting large account relationships, including: Client Relations, Technical Relations, Project Management, Merchant Relations.

- Client Relations includes the account manager team, which support large fleet / enterprise customers such as larger accounts utilizing the OMNIA Partners Master Agreement.
- Reports to FleetCor President, North America Trucking (Eric Dowdell).

Sarah Morris
Director of Account Management
O: (615) 376-6868
M: (615) 390-3518
sbmorris@fleetcor.com

- 14 Years in the Industry
- Started with Comdata in 2007
- Supervises a team of Account Managers who support some of FLEETCOR and Comdata's largest clients.
- The Government Team at Comdata also reports into Sarah.

- Sarah would be a point of escalation should the Participating Public Agency assigned an Account Manager on the team not meet the Customer's expectation.
- Sarah Reports to Deborah Watson, our VP of Operations.

Implementation Project Manager (IPM)
(To Be Determined, if Ever Needed)

NOTE: Since the existing customers under the OMNIA Master Agreement already have Fuelman card program implemented, an Implementation Project Manager (IPM) will not be required for those accounts. However, an Implementation Project Manager would be available for any large new sales implementations that occur (such as adding a new large local Public Agency account under the contract).

- Should a large card implementation project be necessary, Deborah Watson would assign an IPM to manage the project.
- We have a team of IPM's that have years of experience working in a consultative approach to streamline the account setup process to match the needs of Customers implementing the card program.

- The IPM typically accompanies sales member in kick-off meeting to assess large government needs and begin collecting critical setup information.
- The IPM establishes the new account setup requirements, prepares and manages the setup, sets the pace of implementation meetings or conference calls with the client.
- The IPM involves an Implementation Training Specialist to assist with scheduling and providing training or card program administrators on use of the online system.
- The IPM facilitates the account and card creation, manages the card delivery/roll-out.
- The IPM helps define Technology/Data interfaces, manages this aspect, brings in a Technology Resource Representative (TRR) if needed for the project.

Client Service Call Centers and Billing Services Team

Customer Service for smaller Fuelman accounts such as Public Agency accounts will receive services routinely from this organization team.

Todd Sale, SVP – Customer Experience Operations
O: (615) 370-7926
M: (615) 477-7393
tsale@comdata.com

- 21 Years in the Industry
- Started with Comdata in 2006
- Based in our Comdata office in Brentwood, TN
- Responsible for Customer Care Operations including customer service via IVR, voice and email.

- Has overall responsibility for the Client Services Call Centers, the New Account Services Department, and the Billing Services Departments that are in offices in Georgia, Tennessee, California, and with third party call center provider (Alorica).
- Todd reports to Alexey Gavrilenya, Group President - North America Fuel.

Jim Cerezo, Director Partner Operations
O: (615) 370-7729
M: (850) 356-3247
jcerezo@COMDATA.COM

- 20 Years in the Industry
- Started with Comdata in 2017
- Based in our Comdata office in Nashville, Tennessee
- Direct responsibility for the service delivery, contact center network and the global outsourced partnership with Alorica.
- Jim helps oversee call centers that are responsible for Fuelman Proprietary Card Customer Service, Escalation Support, Correspondence, and handling of Disputes with a goal of retaining every client.
- Jim reports to Todd Sale, SVP Customer Experience Operations

Jair Loza, Director Site Operations
O: (615) 200-5439
jloza@COMDATA.COM

- 15 Years in the Industry
- Started with Comdata in 2017
- Based in our Comdata office in Nashville, TN
- Jair previously worked at FLEETCOR's offshore partner that provides call center support (Alorica) where he managed Comdata business since 2014 in Guadalajara and Philippines.
- Direct responsibility for the Customer Service Operations and training team in our Comdata Call Centers.
- Jair helps oversee the call centers that are responsible for Comdata Card Customer Service, Escalation Support, Correspondence, and handling of Disputes with a goal of retaining every client.
- Jair Loza reports to Todd Sale, SVP Customer Experience Operations

Fuelman Client Service Center (Available 24x7)
Phone 1-800-877-0800 or
customerservice@fleetcor.com

- We will train the State and local government card administrators to be as self-sufficient as possible using the online system for ordinary Card and PIN ordering and replacements.
- Should card administrators require support, a team of trained customer service representatives are available to assist at the client service center.
- The toll-free customer service center is now available 24x7
- Representatives can assist authorized administrators with virtually any customer service request.
- Should escalation of the service request or inquiry be required, this would be managed as directed by Jim Cerezo.

Comdata Call Center (Available 24x7) including Cardholder Services
24x7 Customer Service:
800-741-2777

- 400 associates based in 2 call centers in the U.S.
- During normal business hours Public Agencies using Comdata MC will generally seek assistance from the government team at Comdata, however after hours, weekends and holidays, the Call Center Support Team will be there to assist as needed.
- The call center handles cardholder services and supports card program administrators.
- We will train your card administrators to be as self-sufficient as possible using the online iConnectData system for ordinary Card and Driver/Vehicle ID ordering or card replacements.

- We will train the allowed, appropriate administrator(s) on methods within iConnectData to recycle card limits (one-time overrides) or change profile assignment should they desire to override a limit preventing transaction completion at Point of Sale.
- Should card administrators require additional support, after hours, a team of trained representatives are available to assist at the toll-free Cardholder Services phone number printed on the back of all fuel cards.
- These representatives can assist your authorized administrators with items such as: determining denial reasons, card use questions, locking or unlocking cards or PINs, ordering, or even account changes involving security (assigning card to different purchasing profile or recycling limits).
- A cardholder can report their card lost or stolen at this toll-free number.

Ashlie Summer, VP Vendor Relations & Account Implementations
O: (615) 370-7365
asummer@COMDATA.COM

- 5+ Years in the Industry
- Started with Comdata in 2016
- Based in our Comdata office in Nashville, Tennessee
- Direct responsibility for managing vendor relations, including our important relationship with IDEMIA, for card production/embossing/ shipping/fulfillment.

- Ashlie and her team are highly involved with IDEMIA when a customer requires semi-custom or custom card plastic.
- Ashlie also helps oversee account implementations for smaller accounts not being handled by Implementation Project Manager reporting to Deborah Watson.
- Ashlie reports to Todd Sale, SVP Customer Experience Operations

Credit & Risk, Fraud Dispute Resolutions, Collections

FleetCor has a team of people in both Credit, Fraud, and Collections departments. This group is led by our Senior VP of Risk (Sharat Shankar) and President of Finance Support (Ashley Thekkekara).

- **Credit.** Sharat, Ashley and their team of managers, manage the day-to-day systems, processes and staff responsible for establishing credit limits and billing terms for Fuelman proprietary accounts and applicants.
- **Fraud.** From a fraud perspective, the Fraud Team led by Senior Manager Emad Armanious manages the enhanced fraud monitoring system we operate (on the front end of our authorization system), other processes and staff working to identify, stop, and investigate fraud cases. Any major fraud cases, if ever incurred by the State would be escalated to an appropriate supervisor reporting to Emad (currently Dana Griffeth) in the fraud department. Dana and her fraud team work to adjudicate fraud cases according to the contract.

- **Collections.** We have a collections team located primarily in our Houston, Texas office that is led by Walt Falconer (Manager Collections & Recoveries) who reports to Ashley. Walt has a supervisor in his collections group (Maricela Reyes) who gets involved in resolving collections issues with governments utilizing the contract. The collectors reporting to Maricela, are engaged with our Fuelman customer base to collect delinquent or aging accounts receivable. The collections team will work closely with our Relationship Management team or the assigned account manager if for any reason delinquencies occur on large state agency accounts or local government accounts under the state contract.

Product Innovation, Management & Strategy.

Justin King, Senior VP Product Innovation, leads a team that works on accelerating product innovation development in our markets for both Fuelman and Comdata product lines. This would include things like digital customer experience, fleet shift to alternative fuels and EV, and leverage of data and insights. The group will work on new customer user interface under development we refer to as Unified Customer Experience (UCX), mobile payment, digital/mobile integration with EV charging networks, advanced reporting applications such as OneLook and FleetAdvance, as well as new Fuel Proximity Controls we have developed and are implementing with telematics partners. Justin King reports directly to Alexey Gavrilenya, President North America Fuel.

Additionally, Matt Nicholson, our Senior VP Product Management is responsible for product operations for our North America Local business, such as Fuelman Proprietary fleet card product for Enterprise/Large Fleet customers. Matt oversees various aspects of Fuelman business including:

- Making sure the backend systems and customer user interfaces work for large fleet and include the features needed by our largest clients.
- Leads Card Product Management initiatives, such as development of EMV Chip card for Fuelman proprietary card program.
- Manages staff that develop card graphics, customized card designs for our NAL products, and product management for Fuelman card business.

Merchant Services, POS Support, and Merchant Sales.

These groups are led by Jim Prantl, SVP – Network, who reports directly to Keagan Russo, Sr. Vice President Fuelman LOB. Supporting Jim in this endeavor are the following key managers: Vincent LoCicero, Director-Network Operations; Sidi Brahim, Director-Strategic Accounts (merchants), and Justin Els, Network Development Director. The teams and services provided are described below:

- **Merchant Services.** Merchant services personnel reporting to Vincent LoCicero are the front-line service group for FleetCor's retail fuel and maintenance

merchants and their objective is to retain every merchant. Merchant services representatives help merchants with their questions regarding Fuelman settlements, merchant contracts, contract re-papering, settlement reports, and transaction research. Merchant Services would assist with research and processing any reported unprocessed transactions. Pay@Pump technicians in our Network Operations group assist with research and reversals of errant product grade transactions should they ever be discovered.

- **Merchant Network Operations Team.** These staff are also led by Vincent LoCicero and the group includes long time staff members Julie Neumann (Merchant Technical Support Manager), and Jane Henson (Merchant Technical Support). This group is responsible for pay-at-pump trouble shooting, correcting stations with product code mapping errors, and merchant implementations.
  - We also want to mention that our Merchant Technical Support Group has available certain IT resources to help solve the most complicated point-of-sale programming matters. One resource worth noting is Mr. De Tran, our Merchant Technology Support Manager who works in our IT organization. De Tran has 30+ years of experience in programming and supporting the fuel control terminal equipment at consigned fuel sites and point of sale (POS) equipment utilized by FleetCor for processing fleet credit card transactions. De has lots of experience now in retail convenience store technology (integrated pay-at-pump solutions). De Tran handles POS software initiatives and technology or processor certifications.
- **Network Development and Strategic Merchant Accounts Group.** This staff led by Sidi Brahim and Justin Els are responsible for Network Development (i.e. growing the Fuelman network) by signing up new merchant locations (merchant acquisition) and/or growing the network with large chains who grow through acquisition. Their goal is to grow the network of Fuelman card accepting locations. This group works closely with FleetCor's sales staff, Relationship Managers, Account Managers, and even Customers submitting requests for new/additional sites. FleetCor's network development efforts utilize experienced national merchant sales experts (including both Jim Prantl, Sidi Brahim and Justin Els) who negotiate large national or regional acceptance deals with major oil and other large chain store operators or other large credit card processing networks.

Additional Resources / Departments Providing Support.

There will be countless additional resources involved with providing services to the State, including:

- IT
- Application Support
- Business/Data Analysts

- Financial Payment Applications Personnel (AR)
- Reporting Development Teams
- Fulfillment vendors

FleetCor has vast full-time employee resources that are supporting thousands of customers. OMNIA Partners and accounts utilizing the Master Agreement are considered a top strategic Fuelman government customer and will receive escalated, top notch attention.

Article 4.5 Item c) v. – Describe Offeror's Experience working with the Government Sector.

RFP Specification:

v. Describe Offeror's experience working with the government sector.

FLEETCOR Response:

Credentials with Large Government Customers. FLEETCOR serves several state governments with the Fuelman Fleet Card including:

- State of Mississippi
- State of Tennessee
- State of Delaware

Our Comdata business also serves the State of Oklahoma with the Comdata MasterCard fleet card program. Additionally, our Comdata business previously held State contracts in Florida, Texas, and Washington, so we have hundreds of local government accounts in these States, which we have retained and who continue using Comdata MasterCard, now under individually signed contracts or even bids with Comdata.

Additionally, our proprietary Fuelman Fleet Card program serves thousands of large and medium sized local governments including Cities, Counties, and School Districts throughout the U.S. Just a few large public sector entities we serve include:

- Arlington County, VA
- City of Beaumont, TX
- City of Charlotte, NC and Mecklenburg County
- City of Elizabeth, NJ
- City of Fort Walton Beach, FL
- City of Knoxville, TN
- City of Morristown, TN
- City of North Myrtle Beach, SC
- City of Oklahoma City, OK

- City of Orlando, FL
- City of Shreveport, LA
- Caddo Parish School Board (Shreveport, LA)
- Caddo Parish Commission (Shreveport, LA)
- Caddo Parish Sheriff's Office (Shreveport, LA)
- East Baton Rouge Parish School Board (Baton Rouge, LA)
- Florence County, SC
- Fort Worth Independent School District (Fort Worth, TX)
- Georgetown County, SC
- Harris County, TX (Houston, TX)
- Jefferson Parish Sheriff's Office (Metarie, LA)
- Northside Independent School District (San Antonio, TX)
- North East Independent School District (San Antonio, TX)
- Oklahoma County
- Orangeburg County, SC
- Richland County, SC
- Tulsa Public Schools (Tulsa, OK)
- Over 600 Public Sector clients in the State of Mississippi (through state contract we hold) utilize the Fuelman Fleet Card.
- Over 200 Public Sector clients through other Governmental Purchasing Cooperative contracts we hold, utilize the Fuelman Fleet Card.

The list of clients above using Fuelman illustrates our system has the capability and scale to meet large government customer demands such clients under the OMNIA Partners Master Agreement.

Article 4.6 Item c) vi. – Describe Past Litigation, Bankruptcy, Reorganization, State Investigations of Entity or Current Officers and Directors.

RFP Specification:

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

FLEETCOR Response:

FLEETCOR is subject to claims and a number of judicial and administrative proceedings considered normal in the course of our current and past operations, including employment-related disputes, contract disputes, intellectual property disputes, government inquiries, investigations, audits and regulatory proceedings, customer disputes and tort claims.

It is management's opinion that the final disposition of pending proceedings will not, considering the merits of the claims and based upon the facts and circumstances currently known, have an adverse effect on FLEETCOR or Comdata's ability to perform and deliver the products/services we offer.

On December 20, 2019 the FTC filed a lawsuit in the Northern District of Georgia against FLEETCOR and CEO Ron Clarke. See FTC v. FleetCor Technologies, Inc. and Ronald F. Clarke, No. 19-cv-05727 (N.D. Ga.). The complaint alleges the Company and Clarke violated the FTC Act's prohibitions on unfair and deceptive acts and practices. The complaint seeks among other things injunctive relief, consumer redress, and costs of suit. The Company continues to believe that the FTC's claims are without merit. Additionally, please refer to a press release FLEETCOR released 12/20/2019, which is available at www.fleetcor.com at the INVESTORS page of the website under PRESS RELEASES, entitled "FLEETCOR Reinforces Commitment to Customer Transparency". The press release contains our statements regarding the lawsuit.

Article 4.7 Item c) vii. – Describe the Financial Condition of Offeror.

RFP Specification:

vii. Describe the financial condition of Offeror.

FLEETCOR Response:

FLEETCOR is a public company, our stock traded on the New York Stock exchange under the symbol FLT. As of August 17, 2021, our company's market cap = $21.47 Billion. Our audited financial information including Annual Reporting Form 10-K, and quarterly reporting Form 10-Q are available to the public, you can access it either through the Securities and Exchange Commission, or we make it available at the Investors page of our corporate website www.fleetcor.com.

The company is in sound financial condition, however investors or OMNIA Partners and Region 4 ESC can review the annual Form 10-K or most recent quarterly report on your own to learn more regarding our financial condition. We have also submitted as requested, behind EXHIBIIT 3, a copy of recent Dunn & Bradstreet report for FLEETCOR.

Article 4.8 Item c) viii. – Provide a Minimum of 5 Customer References Relating to the Products and Services within this RFP.

RFP Specification:

viii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

FLEETCOR Response:

FLEETCOR provides the following 5 references:

1.

Name of Client:	Tennessee Department of Transportation
Primary Contact:	Lance Goad
Title:	Fiscal Director
Address:	James K. Polk Building 505 Dederick Street, Suite 800 Nashville, TN 37243
Contact Phone:	(615) 253-4275
Contact Email:	Lance.Goad@tn.gov
Service Dates:	Current contract began July 1, 2021. Fuelman card has served through multiple contracts beginning in 1995.
Summary & Scope of Project:	State of Tennessee Department of General Services, Statewide Contract #70144 for Fleet Credit Card and Consignment Fuel Services. Fuel card provides 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 and is available to political subdivisions of the State.
Annual Contract Volume:	TDOT annual gallons ~4.3 mil. gals

2.

Name of Client:	State of Mississippi, Department of Finance and Administration, Bureau of Fleet Management
Primary Contact:	Billy Beard
Title:	Director, Bureau of Fleet Management
Address:	1401 Wolfolk Building, Suite A, 501 North West St. Jackson, MS 39201
Contact Phone:	(601) 359-5171
Contact Email:	billy.beard@dfa.ms.gov
Service Dates:	Current contract began June 1, 2019. Fuelman card has served multiple contracts since late 1990's.
Summary & Scope of Project:	State Contract Catalog No. 8200045588 for Fuel Access Card Services. FleetCor provides for retail purchases of fuel and maintenance as well as consigned inventory services at approximately 20 state owned automated sites with card reader equipment operated by Mississippi DOT, DOC, and DPS. All State agencies utilize the contract and most all political subdivisions (cities, counties and public schools) piggyback onto the State contract.
Annual Contract Volume:	Overall approximately 29 mil gals annually

3.

Name of Client:	City of Charlotte, NC
Primary Contact:	Chris Trull
Title:	Fleet Manager, General Services Department
Address:	1105 Otts Street Charlotte, NC 28205
Contact Phone:	O: (704) 336-2742 M: (704) 201-3683
Contact Email:	cctrull@charlottenc.gov
Service Dates:	Current contract began 11/1/2020. We have served the City through multiple contracts since 1995.
Summary & Scope of Project:	Contract # 2021000244 services include: Retail Fuel purchases, consigned fuel inventory services at 4 City owned locations, Mobile Refueling Services for the City's Solid Waste Services department through subcontractor Jacobus Energy, Memo Tracking Services at 3 smaller City owned bulk fuel locations, and bulk fuel supply and deliveries billing utilizing subcontractor Mansfield Oil. Contract is also available

	to local governments under the Charlotte Cooperative Purchasing Alliance (CCPA).
Annual Contract Volume:	The City's annual volume is approximately 3.5 mil. gals.

4.

Name of Client:	State of Delaware, Office of Management and Budget
Primary Contact:	Dan Bent
Title:	Deputy Fleet Services Administrator
Address:	100 Enterprise Place, Suite 4, Dover, DE 19904
Contact Phone:	(302) 857-4539
Contact Email:	daniel.bent@delaware.gov
Service Dates:	Current contract began 12/1/2016. We have served the State through multiple contracts since 2004.
Summary & Scope of Project:	Contract #GSS16157A-FUEL_MGMT awarded to FleetCor on 10/20/2016, became effective 12/1/2016 and expires 11/30/2019 with two, one year renewals. Provides fuel management, retail purchases, memo transaction tracking services at DOT on-site locations. Contract is used by all state agencies and is available for use by local governments and political subdivisions of the state.
Annual Contract Volume:	Approximately 4.2 mil. gals overall

5.

Name of Client:	State of Oklahoma, Office of Management & Enterprise Services (OMES)
Primary Contact:	Terry Zuniga
Title:	Fleet Manager
Address:	317 NE 31st Street, Suite A, Oklahoma City, OK 73105-4003
Contact Phone:	(405) 521-2206
Contact Email:	terry.zuniga@omes.ok.gov
Service Dates:	Current contract began 2/1/2019. We have served the State through multiple contracts since 2007.
Summary & Scope of Project:	Fleet Fuel Card Services per Solicitation #0900011617. Mandatory Statewide Contract for State agencies. Contract provide the Comdata MasterCard Fleet Card program. Contract covers all State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.
Annual Contract Volume:	Represents ~7 million gallons annually overall

Article 4.9 Item c) ix. – If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement.

RFP Specification:

ix. If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response.

FLEETCOR Response:

Fuelman Proprietary - Custom Credit Application.

In the past similar contract period, what we have done is require participating Public Agencies to sign a custom credit application we created for clients. Essentially it is a document whereby applying Public Agencies signify that they are agreeing to the National IPA contract, contract pricing defined on the application, and terms and conditions that we submitted in our RFP response back in 2016. We created an Addendum to that application for when client's prefer Retail Based Pricing with volume discount rebate, and the addendum clarifies the pricing they will receive under that program.

- Find sample of this application on next pages. Please note that the cost plus markup rates or volume discount rates are subject to change, the rates shown in application on next page are the current rates under prior contract. Also, the small print language under the signature area will need to be modified for the new Contract Number, etc.
- After the Credit Application, see sample ATTACHMENT A for Retail Based Pricing Program, and another alternative ATTACHMENT A for Fixed Rack Pricing option we offer in our pricing response. These attachments to the application would only be used if a customer desires Retail Based Pricing or Fixed Rack/OPIS Average Pricing. Please note that these Addendums are only provided as examples. The pricing in them are based on prior existing contract and would be subject to any necessary changes based on the new RFP and contract.

FLEETCOR®

Fuelman

OMNIA® PARTNERS

APPLICATION FOR FLEET CARD ACCOUNT

BUSINESS INFORMATION (Required) **Fax or Email Completed Application to:**

Legal Government or Company Name	Type of Business / Years in Business Under Current Owner
Subsidiary or DBA	Main Phone #
Street Address (No PO Boxes)	Cell Phone #
Street Address 2	Fax #
City / State / ZIP	Federal ID # / Tax Exempt #
Is Billing Address Different than Business Address? Yes ☐ No ☐	# of Vehicles / Monthly Fuel Spend
Billing Address (If Different Than Above)	# of Full Time Employees
Billing Address 2	Security Code (5 digit)
City / State / ZIP	Email Address
First Name / Last Name	Title

Type of Organization: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Government ☐ LLC ☐ LLP

AUTHORIZED SIGNATURE Required *(Representative acknowledges receiving fuel pricing and payment terms)* Initial Here _____

FleetCor Technologies Operating Company, LLC ("FleetCor") operates the Fuelman Fleet Card program. By signing this application, I represent and warrant that I am duly authorized to request that a Fuelman Fleet Card account be created on behalf of my company identified above ("Applicant"). FleetCor is hereby authorized to check Applicant's credit worthiness, initially as well as from time to time, including but not limited to obtaining credit report(s), contacting the Applicant's bank, and obtaining trade references. Applicant acknowledges that this application is subject to approval and acceptance by FleetCor. If this application is approved, then the Applicant's Authorized Representative listed above will be notified of the account's available credit limit, the acceptable payment terms & method, and any applicable program fees. Program details including General Terms & Conditions for Use of Fleet Cards (Tab 9, Section 9.1) including Limitation of Liability provisions have been provided in the Region 4 ESC/National IPA Solicitation # 16-15 for Fuel Card Services and Related Products (herein "the National IPA Contract"), which Applicant hereby acknowledges it has been provided due diligence documents available at National IPA website (www.nationalipa.org). FleetCor will also provide Applicant a copy of its FUELMAN FLEET CARD CLIENT AGREEMENT TERMS AND CONDITIONS, which is FleetCor's standard pamphlet style terms and conditions (herein "Terms & Conditions Pamphlet"). The Terms & Conditions Pamphlet is not intended to supersede the National IPA Contract, however there may be items covered in the Terms & Conditions Pamphlet which are not specifically addressed in the National IPA Contract. In the event of a conflict between the National IPA Contract and the Terms & Conditions Pamphlet, the terms and conditions of the National IPA Contract shall apply. Applicant acknowledges that the fleet card program is not a revolving credit account and that any purchases made during the billing cycle are due and payable in full, including any applicable fees, upon receipt of the billing statement. If the Applicant's unpaid balance ever meets the established credit line, the account will suspend and the Applicant's credit history may be reported to credit reporting agencies. Applicant's acceptance, signing, in whatever form, or use of any of the cards provided to the Applicant will constitute acceptance of the terms and conditions contained in this application and the account agreement. Applicant agrees that any liability arising or resulting from the misuse, unauthorized or fraudulent use, loss or theft of any of the cards issued to the company's account shall be fully borne, assumed and paid by the Applicant. If FleetCor uses an attorney or collection agency to collect an unpaid overdue amount, the Applicant agrees to pay reasonable attorney and/or collection fees. Applicant agrees that the account will be governed by Georgia law and that the cards are for business/commercial use only and never used for personal or household purposes and agrees that use of the cards for consumer or household purposes shall be grounds for immediate termination of the Applicant's account. We comply with Section 326 of the USA PATRIOT Act. This law mandates that FleetCor verify certain information about you while processing your account application.

☐ **I Agree to the Terms of this Application (Please check box)** ☐ **I do not want to consider other card programs**

Print Name (Authorized Representative)	Signature (Authorized Representative)
Title	Date
Telephone #	

BUSINESS OWNER/ACCOUNT PRINCIPAL Required for all Proprietorships, Partnerships or any other business/organization less than two years old or having fewer than five (5) employees.

Each principal ("Principal") for this Account, if any, is personally and unconditionally, jointly and severally liable with Applicant, as principal and not as surety or guarantor, for the payment and performance when due of all obligations owed on the Account, regardless of who made purchases using the Cards, and the Principal agrees to pay such amounts according to the terms of this Agreement. Principal is responsible under this Agreement for all use of all of the Cards issued on the Account to the fullest extent permitted by law. This constitutes Principal's agreement, individually, regarding the provisions under "AUTHORIZED SIGNATORY" above, including without limitation checking and reporting your credit and confirming your identity.

Guarantor First Name / Last Name		Middle Initial	Guarantor Signature
Guarantor Street Address (No PO Boxes)		Social Security #	Date of Birth
Guarantor Street Address 2		Home Phone # -or-	Cell Phone #
City / State / ZIP			

OFFICE USE ONLY

Market: Rep ID: Rep Name:

ATS #:

V08.17.21

FLEETCOR®

TERMS DEFINITION

BILLING CYCLE: ☐ Weekly ☐ Bi-Weekly ☐ Calendar Monthly ☐ FM Monthly

CHECK TERMS: ☐ NET 10 ☐ NET 14 ☐ NET 21 ☐ NET 30

EFT TERMS: ☐ NET 4 ☐ NET 7 ☐ NET 10 ☐ NET 14 ☐ NET 21 ☐ NET 30

PAYMENT METHOD

☐ CHECK

☐ EFT (Attach EFT Authorization Form)

BILLING FREQUENCY/PAYMENT TERMS ADJUSTMENT (Mark the applicable BF/PT, the corresponding amount shall adjust the standard markup)

Mark (X) for the desired BF/PT	BF / Terms ID	Billing Frequency / Payment Terms Description *	Applicable Per Gal. BF/PT Adjustment
☐	WN4	Weekly Net 4 (EFT)	-0.0100
☐	WN7	Weekly Net 7 (EFT)	-0.0075
☐	WN10	Weekly Net 10	-0.0050
☐	WN14	Weekly Net 14	-0.0025
☐	WN21	Weekly Net 21	+0.0025
☐	WN30	Weekly Net 30	+0.0100
☐	BWN4	Bi-Weekly Net 4 (EFT)	-0.0075
☐	BWN7	Bi-Weekly Net 7 (EFT)	-0.0050
☐	BWN10	Bi-Weekly Net 10	-0.0025

Mark (X) for the desired BF/PT	BF / Terms ID	Billing Frequency / Payment Terms Description *	Applicable Per Gal. BF/PT Adjustment
☐	BWN14	Bi-Weekly Net 14	0 **None Required**
☐	BWN21	Bi-Weekly Net 21	+0.0050
☐	BWN30	Bi-Weekly Net 30	+0.0150
☐	MN4	Monthly Net 4 (EFT)	-0.0050
☐	MN7	Monthly Net 7 (EFT)	0 **None Required**
☐	MN10	Monthly Net 10	+0.0025
☐	MN14	Monthly Net 14	+0.0050
☐	MN21	Monthly Net 21	+0.0100
☐	MN30	Monthly Net 30	+0.0175

* Where "EFT" is indicated above, EFT is a mandatory payment method and applicant MUST submit an EFT Authorization Form with the Application.

PRICING SELECTION: ☐ OPIS BASED COST-PLUS MARKUPS

	OFF-SITE PRICING			ON-SITE PRICING
	Unleaded & Premium	Mid-Grade (Unl Plus)	Diesel	All Fuel Grades
Base Markup (using Bi-Weekly, Net 14 BF/PT)	**$0.1100**	**$0.1200**	**$0.1900**	
+ or - Applicable BF/PT Adjustment (From Table Above)				
TOTAL MARKUP (Including BF/PT Adj. from above)				

PRICING SELECTION: ☐ RETAIL BASED PRICE WITH VOLUME DISCOUNT *

	OFF-SITE PRICING			
	Gasoline (All Grades)	Diesel	E85	High Blends of Biodiesel (B10, B20)
Retail Adjustment (using Bi-Weekly, Net 14 BF/PT)	**$0.00**	**$0.00**	**$0.00**	**$0.00**
+ or - Applicable BF/PT Adj. to Retail Price (From Table Above)				

* Volume discounts shall not apply to CNG and LNG, pricing below applies for these fuel types.

ALTERNATIVE FUEL PRICING: ☒ RETAIL BASED PRICE

For OPIS based cost plus accounts, Retail Based Pricing and not OPIS based cost plus pricing shall apply for Alternative Fuels as defined here.

	OFF-SITE PRICING					
	CNG	LNG (Propane)	E85	E85 if Gas & Diesel are C+	Biodiesel (B10, B20)	Biodiesel (B10, B20) if Gas & Diesel are C+
Retail Adjustment (using Bi-Weekly, Net 14 BF/PT)	**$0.000**	**$0.000**	**-$0.000**	**-$0.020**	**$0.000**	**-$0.020**
+ or - Applicable BF/PT Adjustment (From Table Above)						
TOTAL Retail Adjustment (Including BF/PT Adj. from above)						

SERVICES: ☐ OFF-SITE RETAIL ☐ CONSIGNED INVENTORY ☐ ON-SITE MEMO TRACKING ☐ TAX EXEMPT

OPTIONAL REPORTS: Optional Reports delivered via Web (FleetNetPro logon) unless special requested by Email

Check or Mark (X) for the desired Optional Report	Optional Report ID	Optional Report Description
☐	FN03	Employee Management Report (Monthly)
☐	FN04	Vehicle Management Report (Monthly)
☐	FN07	Tax Management Report (Monthly)
☐	FN14	Monthly Customer Fleet Analysis

Check or Mark (X) for the desired Optional Report	Optional Report ID	Optional Report Description
☐	TRN85	Electronic Transaction File, check below for frequency, Email Delivery, & Contact:
		☐@ Billing ☐ Wkly ☐ BW ☐ Monthly
		☐Email Del. ☐ Fleet or ☐ AP contact

REPORT DELIVERY METHOD (Reports at Billing): ☐ MAIL - $9.95 ☐ FAX - $4.95 ☐ EMAIL (no charge) ☐ WEB (no charge)

REPORT/STATEMENT DELIVERY INFO:

FLEET MANAGER

Name	Email
Telephone #	Fax #

ACCOUNTS PAYABLE REPRESENTATIVE

Name	Email
Telephone #	Fax #

Terms & Conditions of the Region 4 ESC/National IPA contract # R161501 apply. I fully understand and accept the terms of this program.

Name: _____ Title: _____

Signature: _____ Date: _____

OFFICE USE ONLY

Market: Rep ID: Rep Name:

ATS #:

V08.17.21

ATTACHMENT A
To Fuelman Fleet Credit Card Application
Region 4 ESC/National IPA contract # R161501

Per section 6.3 in FleetCor's RFP response in the Region 4 ESC/National IPA contract, that is entitled *Retail Based Pricing Program With Volume Discount Rebate*, FleetCor agrees to establish **{Enter Customer's Name}** Fuelman account to have Retail Pricing with a Volume Discount. Copy of section 6.3 is provided below along with section 6.1.2 which defines certain merchants that are excluded from the volume discount.

6.3 Retail Based Pricing Program With Volume Discount Rebate.

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 explained 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 (credit price where applicable by merchant). 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 Entity Participant has multiple accounts, that government entities volumes shall be grouped together for sake of calculating the volume discount.

TABLE 6.3 - Volume Discount Table (Fuelman Proprietary - Retail Price Program)

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

6.1.2 Pricing Exceptions at Off-Site/Retail (Pricing at Convenience Network Locations).

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 excluded from to volume discounts offered for the Retail-based pricing option.** 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 Stop Locations 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.

ATTACHMENT A
To Fuelman Fleet Credit Card Application
Region 4 ESC/National IPA contract # R161501

Per paragraph 6.1.4 in FleetCor's RFP response in the Region 4 ESC/National IPA contract, that is entitled *Allowed Adjustments in cases where a Government requires Fixed Rack Prices*, FleetCor agrees to establish **{Enter Customer's Name}** Fuelman account to have Fixed Rack pricing. Copy of paragraph 6.1.4 is provided below.

FleetCor shall use the following OPIS Racks for the cost basis of the County's fuel prices:

- Gasoline: {Enter appropriate Rack City Name}, CBOB ETHANOL 10%, Average Rack Price (9.0 or 7.8 RVP) [1]
- Diesel: {Enter appropriate Rack City Name}, ULS No 2 LED, Average Rack Price

[1] TCEQ rules require that all gasoline sold from retail gasoline-dispensing facilities within the affected counties have a Reid vapor pressure of no greater than 7.8 pounds per square inch (psi) from June 1 through October 1 of each year (referred to as Low RVP gasoline. During these months the fixed rack assigned shall be the Low RVP rack price for San Antonio.

The Total Proposed Markup per gallon calculated in the table below shall apply:

	Unleaded	Unl Plus	Premium	Diesel
Contract Markup under Region 4 ESC/National IPA contract	0.1100	0.1200	0.1200	0.1900
Average Applicable Freight Rates (from study of County Transactions)	0.0340	0.0477	0.0264	0.0570
Rack Differential Adder (OPIS Branded Avg. minus OPIS Rack Avg. Price)	0.0120	0.0079	0.0349	0.0100
Total Proposed Markup over the OPIS Average Rack Price	**0.1560**	**0.1756**	**0.1813**	**0.2570**

{VERIFY WITH MARK APPROPRIATE PRICING CALCULATIONS ABOVE}

EXCERT FROM RFP RESPONSE

6.1.4 Allowed Adjustments in cases where a Government requires Fixed Rack Prices.

In special cases, certain governments may choose to reconcile fuel prices billed to the OPIS index. To facilitate an easier reconciliation process might require pricing based on a specific OPIS rack (City) and Index (i.e. Rack Average or Branded Rack Average) that OPIS reports for their local market. The government may also require the markup to be inclusive of all freight rates and not vary by location for freight rates assigned to merchants. We refer to this type of pricing as "Fixed Rack Pricing". If FleetCor is required to meet this need for a participating government entity, FleetCor reserves the right to adjust the cost plus markups quoted under sub-article 6.1 to account for the following:

- Freight Adjustment – Quoted markup shall be increased an appropriate per gallon amount to cover average freight rates assigned to stations utilized.
- Brand Price Differential – Quoted markup shall be increased for an appropriate per gallon amount to cover OPIS brand price differential impacting FleetCor's cost/risk. OPIS Brand Price Differential defined as the difference between the specific OPIS index to be utilized for fixed rack pricing and the typical OPIS rack price for majority of branded stations to be utilized or in the market area. The Brand Price Differential shall be no less than $0.01 per gallon to accommodate this request.

Note that even if Customer requires a Fixed Rack Pricing accommodation (for easier price reconciliation), unless otherwise agreed pricing exceptions for pricing at convenience network locations and never below FleetCor's cost shall continue to apply.

Comdata MasterCard Proposed Agreement for Participating Public Agencies.

We have not created a Custom Application for Comdata MasterCard and for this program, we think due to MasterCard rules that it would be best to actually have a template agreement that the clients would sign. We have prepared a sample of this proposed agreement attached, which includes Terms and Conditions the client would agree to.

The Terms and Conditions in the attached draft agreement template, would be representative of the standard Terms and Conditions that Participating Public Agency clients electing to utilize the Comdata MasterCard program.

For our Value Add solution (AssetWorks TRIPCard MasterCard), we would plan to have a version very similar to the agreement below, just for AssetWorks TRIPCard clients. That agreement would also have language in it saying that in order for Customer to utilize and be issued AssetWorks TRIPCard, the client must first be an AssetWorks software customer and they must purchase the TRIPCard module from AssetWorks in order to receive the TRIPCard Portal and service. Client would need to contract with AssetWorks for software in order to receive the card program.

COMDATA
Payment Innovation

Comdata MasterCard Corporate Card® Agreement

CUSTOMER INFORMATION **Agreement #:** _____

Company or Public Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____

This Comdata MasterCard Corporate Card® Agreement is made and entered into by and between Comdata Inc. ("Comdata") and the Customer named above relating to the establishment of MasterCard account(s) with Comdata pursuant to the terms and conditions set forth herein and Contract {ENTER NEW CONTRACT #} for Fuel Card Services and Related Products ("Contract {ENTER NEW CONTRACT #}"), dated {ENTER DATE OF NEW CONTRACT} between FLEETCOR, Comdata's parent company, and Region 4 Education Service Center (OMNIA Partners Master Agreement). This Agreement consists of (i) this Cover Page, (ii) the General Terms and Conditions attached hereto, (iii) the Fee Schedule attached hereto (iv) Contract {ENTER NEW CONTRACT #}, and (v) any Service Schedules attached hereto (collectively, the "Agreement"). In the event of any conflict or inconsistency between the Contract {ENTER NEW CONTRACT #} and any of the other documents listed in the previous sentence, the documents in the previous sentence shall govern and control.

MONTHLY INCENTIVE

Multi-Card Transactions: Fixed Incentive equal to {ENTER BASIS POINTS} basis points.

OTHER DISCOUNTS

Customer shall receive Retail Savings Network Discounts also known as Comdata Fuel Consortium Discounts at select locations.

By signing below, Customer acknowledges receipt of this Agreement and agrees to abide by all terms and conditions hereof.

ACCEPTED AND AGREED:

CUSTOMER: {ENTER CUSTOMER NAME}	**COMDATA INC.**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

COMDATA MASTERCARD CORPORATE CARD CARDHOLDER AGREEMENT

Terms and Conditions (For Commercial/Business Use Only)

This Agreement sets forth the terms and conditions for use of the Comdata MasterCard® Corporate Card ("Cards") and the account established in connection with the Cards ("Account") made available by Comdata Inc. ("Comdata"). Comdata and its agents, suppliers and contractors are sometimes hereafter referred to collectively as "Operator" or "we". Use of the Account and the Cards constitutes acceptance of this Agreement and any subsequent use following any future required changes to this Agreement constitutes acceptance of those mutually agreed changes made to the terms and conditions of this Agreement. "Customer" means the business or government entity for which the Account has been established.

1. Nature of Account and Card Use. The Cards are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("Issuing Bank"). Customer represents that it is either a governmental, non-profit or commercial business enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes and for individual retail sales. If Customer uses, or allows someone else to use, the Card(s) or Account for any other purpose, Customer shall be responsible for such use and may be required to reimburse Operator, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses paid by such entities as a result of such use. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned or destroyed (with certification of destruction) upon request. Comdata or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time.

2. Credit Limit. Upon receipt of notice of award of solicitation contract and/or signed credit applications from Customer, Comdata will establish an aggregate spending limit for all the Cards issued to Customer under the Account (the "Credit Limit") based on Comdata's evaluation of the Customer's creditworthiness. The initial Credit Limit has already been established for existing older accounts already using Comdata MasterCard Corporate Card. Comdata reserves the right to increase or decrease this Credit Limit at any time at is sole discretion 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 pertinent solicitation or Comdata's response to the solicitation. For non-State agencies using the solicitation/contract, upon request Customer shall provide Comdata with such financial information as Comdata may reasonably require, including, without limitation, annual financial statements within a reasonable time after Customer's fiscal year-end and interim financial statements as requested by Comdata. Customer authorizes Comdata to make any credit investigation Comdata deems necessary and appropriate and to request reports from credit bureaus in connection with this Agreement or any update, renewal or extension of credit. Comdata may furnish information with respect to Customer's Account to credit bureaus or others who may properly receive such information. Customer shall repay Comdata for all credit extended by Comdata and shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Account, to exceed its credit limit at any time. If Customer exceeds its credit limit, then Comdata may require immediate payment, suspend further Service, and assess additional fees as defined in this agreement or Comdata's solicitation response.

3. Billing and Payment Terms. Billing cycle and payment terms shall be established in accordance with the awarded solicitation contract including Comdata's response to the pertinent solicitation. The following Payment Terms conditions shall apply:

(a) Non-Revolving. Customer shall be responsible for credit extended on the Account. This is not a revolving credit account and the total amount shown on each Account statement (the "Total Amount Due") is due and payable by the date shown on the Account statement. This amount includes transactions posted since the last statement date, applicable account and service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. For international transactions, the transaction amount includes a MasterCard cross-border fee (currently 90 basis points) and a MasterCard currency conversion assessment fee (currently 20 basis points) which are subject to change in MasterCard's sole discretion.

(b) Interest on Late Payments. Interest on late payments made by Customer shall not exceed the maximum rate permitted by applicable law or as specified in the solicitation/contract.

(c) Returned Payment. Comdata reserves the right to charge a returned payment fee of twenty dollars ($20) or the maximum amount permitted under applicable law, whichever is less.

4. Additional Services. Customer may be eligible for additional services from time to time. If Customer is eligible for an additional service, Comdata may enroll Account in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. Customer will have the opportunity to opt-out of enrollment in such service before fees are charged. Comdata also reserves the right to deliver informational material in reference to ancillary fleet management related products and services provided by other Vendors to the Customer. In no case is Comdata making any representation about the quality or value of any particular product or service.

5. Change of Terms. The terms of this Agreement may be changed at any time upon notice to Customer. (d) In addition to its rights under Sections 3 and 4, Comdata may change the terms of this Agreement at any time, including, without limitation, in the event of any future changes to applicable law or the interpretation thereof or changes in the Network rules, and will notify Customer of any such changes at least thirty (30) days prior to the effective date of the change, unless a shorter notice period is required by applicable law or Network rules. If Customer does not agree to any such change, it may provide written notice to Comdata of its objection to such change within ten (10) days of receipt of notice from Comdata of the change, and upon receipt of such objection, Comdata may withdraw the change by written notice to Customer. If Comdata does not withdraw the change, it will become effective on the date provided in the original notice of change to Customer, provided that Customer may terminate the Agreement with written notice to Comdata within fifteen (15) days of the effective date of such change. Unless Customer provides notice of its objection as set forth above and exercises its right to terminate in the event Comdata does not withdraw such change, retention or use of the Account after the effective date of any such change will constitute acceptance of the new terms. Comdata agrees to limit change of terms to changes required by applicable law or MasterCard network rules.

6. Statements and Reporting. Account statements and standard fleet management reports are available on-line free of charge via an online web portal and/or invoices can be emailed to Customer. Customer understands and agrees that Operator may be required to filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail data (e.g. product code, gallons, price per gallon).

7. Card Acceptance. MasterCard fleet cards are typically accepted at all fueling locations that accept MasterCard, and if approved by Operator may be allowed to make purchases at other business-related merchants (e.g. maintenance, purchasing, or T&E). However, Operator is not responsible and shall have no liability if a merchant or any third party refuses to honor Customer's Card or accept a transaction on Customer's Account. Operator, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device. Similarly, the number of transactions allowed by Customer's Account in one day, one week, or one month may be limited by Operator, accepting merchants and their card processors. These restrictions are primarily for security and fraud control reasons. Additionally, if the Account is over the spend limit or delinquent, authorization of additional transactions may be declined. Operator reserves the right to prevent Cards from working at certain types of merchant locations deemed to be "quasi-cash" or a higher risk of fraud (e.g. internet purchases, casinos, money transfer agents, financial institutions) at any time without prior notice.

8. Card Purchasing Controls. Cards may be configured to attempt to limit acceptance and transaction amounts, for example, by limiting Card authorization to: specific merchant category codes (MCCs), maximum transaction dollar amounts, maximum number of transactions in a given time period, certain days of the week, and times of day, etc. Cards may also be configured to prompt for a valid driver or vehicle identification number (ID) and odometer at most fueling locations prior to turning on the pump. Additionally, merchants may limit the amount of fuel dispensed per transaction. Fuel pumps accepting the card via pay-at-pump may or may not automatically shut off at a Card's transaction dollar limit. Operator establishes these standard parameter controls as a means of assisting Customer in limiting purchase abuse and fraud. While Operator attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all transactions on the Account ("Charges") regardless of whether such Charges are within or outside the parameters established for each Card.

9. Disputed Item. Customer must notify Operator in writing or by phone to customer service address on the billing statement of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Operator is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has such a problem with a merchant, Customer must pay the Account and settle the issue directly with the merchant. If Customer is unsuccessful in resolving the dispute directly with the merchant, Comdata will attempt to process the dispute through MasterCard subject to the MasterCard rules, as they may be changed from time to time in MasterCard's sole discretion. Operator is not responsible if any merchant refuses to honor the Card. Customer may dispute an item by phone, email, fax, and any other form of communication, but Operator may require Customer to complete a written dispute form to process the dispute request. In the written dispute, Customer must provide the following information:

a) Name and title of individual submitting the written dispute, Customer's name, Customer's address, Customer's phone, Account control number, the name or description on the Card on which the disputed transaction occurred, and the affected Card's embossed number.
b) Merchant's name, merchant's address, transaction description, posting date, statement period, and dollar amount of the suspected error. For other disputed issues, the description and amount of the charge along with the statement period is sufficient.
c) Describe the error and explain why Customer believes there is an error. If Customer needs more information, describe the item(s) Customer is unsure about.
d) To avoid interest charges and possible spend limit problems Customer should pay the disputed amount while Comdata determines the validity of the dispute. In the event the dispute is deemed valid, Comdata will credit the amount back to the Customer's Account.

In the event Customer disputes a Charge and Comdata credits the Account for all or part of such disputed Charge, Comdata succeeds to, and Customer hereby assigns and transfers to Comdata any rights and claims (excluding personal injury or property damage claims) that Customer has, had or may have against any third party for an amount equal to the amount Comdata credited to the Account. After Comdata makes such credit, Customer agrees that without Comdata's consent Customer will not pursue any claim against or reimbursement from such third party for the amount that Comdata credited to the Account, and that Customer will cooperate with Comdata if Comdata decides to pursue the third party for the amount credited.

10. Default and Remedies. In the event of Customer's default under this Agreement, including, without limitation, failure to comply with the spend limit and payment terms provisions hereof, Operator shall have the right to immediately suspend the Account and terminate any price incentives (e.g. discounts or rebates) until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then Comdata may thereafter terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination. Subject to applicable law, Customer agrees that Comdata has the right to set-off and/or recoup any amount Customer owes on the Account or any claim Comdata has related to this Agreement against any credit balances or other amounts that Comdata may owe Customer. In the event that the Account is turned over to a collection agency or an attorney who is not our salaried employee for collection of unpaid amounts or otherwise to enforce this Agreement, Customer agrees to pay all costs, fees and expenses of such agency or attorney plus the costs and expenses of any legal action, including, without limitation, court costs and out-of-pocket expenses to the extent permitted by law.

11. Account Access and Lost or Stolen Cards. Customer understands that it is the Customer's responsibility to select and apply transaction limitations on the Account/Card and monitor any suspicious and unauthorized activities on the Account. Customer also agrees to notify Operator immediately at the toll free customer service line shown on the billing statement (or otherwise provided by Operator) of any loss, theft or unauthorized use of the Account or of any Card. Customer understands that it is liable for unauthorized use of the Account and Cards to the fullest extent permitted by applicable law.

(a) Access. Customer's representatives shall access the Account only as required to administer Customer's Card program and for no other purpose. Only authorized Customer representatives will be allowed to make changes to the Account.

(b) Unauthorized Access to Account. Customer agrees to notify Comdata immediately of any unauthorized use of, or access to, the Account or any passwords or other security codes or procedures used to access the Account or Comdata's system. Customer acknowledges and agrees that it is liable for unauthorized or fraudulent use of the Account until it has notified Comdata of such unauthorized access or use.

(c) Lost or Stolen Cards. Customer will not be liable for unauthorized charges on a Card that occur after Customer notifies Comdata of the loss or theft of such Card.

12. Cooperation on Information. Subject to applicable law, Customer will provide Comdata any information that Comdata reasonably requests about an Authorized User's use of a card. Customer agrees to provide Operator with annual, fiscal yearend financial statements on an annual basis as requested. Customer will also provide reasonable cooperation to Comdata in any investigation, litigation, or prosecution arising in connection with the use of a Card.

13. Tax Reporting Limitations. Applicable taxes for fuel, maintenance and other non-fuel purchases are dependent on the information provided to us by the applicable merchant location. If you are a tax exempt organization, you may enter other agreements with us to accommodate tax exempt purchases of fuel. However, nothing in this Agreement shall allow even a tax exempt organization to exclude from its payments to us taxes included in your balance owed.

14. Claims. All claims for defective fuel, services, merchandise or maintenance must be made to the merchant operating the merchant location where such fuel, services, merchandise or maintenance was purchased (even if that merchant is 'Customer'). Any claim for defective fuel, services, merchandise or maintenance is waived by you unless made in writing to merchant, with a copy to us, within fifteen (15) days from the date of the purchase of the alleged defective fuel, services, merchandise or maintenance giving rise to the claim.

15. WARRANTY DISCLAIMER. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL CARD ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.

16. Limitation of Liability. Comdata shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of Comdata or Issuing Bank. COMDATA'S SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR DAMAGES FOR ERROR, DELAY, OR ANY ACTION OR FAILURE TO ACT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL ISSUER REVENUE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS. EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMDATA MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR THE PURPOSES OF THIS PROVISION, "ISSUER REVENUE" SHALL MEAN THE PORTION OF MASTERCARD INTERCHANGE RECEIVED AND RETAINED BY COMDATA FROM CUSTOMER'S SPEND USING THE ACCOUNT EXCLUDING ANY INCENTIVE OR REBATE AMOUNTS PAID TO CUSTOMER, CHARGE BACKS, AND/OR CREDIT LOSSES.

17. Miscellaneous. (i) This Agreement shall be governed by the laws of the State of Texas without regard to the choice of law rules of such state. (ii) No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. (iii) This Agreement together with changes that may be in effect from time to time constitutes the entire agreement of the parties relating to this subject matter. (iv) If any provision of this Agreement is declared invalid, illegal, or unenforceable, the validity of the remaining provisions will not be affected. (v) Comdata reserves the right to assign any or all of their rights and obligations under this Agreement to a third party. (vi) Customer may not transfer or assign this Agreement or the Account. (vii) Customer must ensure that everyone using a Card issued on the Customer's Account is instructed in applicable safety measures and will comply with all applicable laws and safety notices.

18. Government Regulation. Federal law requires all financial institutions to obtain, verify and record information that identifies you (the applicant and any guarantor or co-maker) when you apply for or open an account. Therefore, we ask for various identifying information about you, which may include name, address, taxpayer identification number, and other information that will allow us to identify you. You also represent and covenant that you (a) are not currently and shall not become subject to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits us from making any advance or extension of credit to you or from otherwise conducting business with you, and (b) shall provide to us, MasterCard and the Issuing Bank, when requested, documentary and other evidence of your identity or the identity of any person to whom you furnish a card, so that we may comply with any applicable law or regulation, including, without limitation, Section 326 of the USA PATRIOT Act of 2001, 31 U.S.C. Section 5318.

[Fee Schedule Follows]

FOR INTERNAL USE ONLY:

MultiCard Transactions

Billing Terms: **{ENTER BF DAYS}** *day(s)* *Payment Terms:* **{ENTER PT DAYS}** *day(s)*

Virtual Card Transactions:

Billing Terms: **{ENTER BF DAYS}** *day(s)* *Payment Terms:* **{ENTER PT DAYS}** *day(s)*

Comdata MasterCard Corporate Card® Agreement
Fee Schedule

Customer shall pay to Comdata a fee as follows:

ACCOUNT FEES:

Setup Fee: $ 0.00

If Customer is implementing multiple products (virtual card and multi-card) only one setup fee will apply so long as both products are implemented within 3 months of each other; otherwise a second setup fee will be charged by Comdata. Comdata will offset and withhold the Customer's monthly incentive up to the amount of the setup fee, or Comdata may invoice Customer for such fee, in Comdata's sole discretion.

FLEET CARD TRANSACTION FEES (at Comdata proprietary fuel locations):

$ 0.00 per Card transaction at Preferred A Comdata locations

$ 0.00 per Card transaction at Preferred B Comdata locations

$ 0.00 per Card transaction at all other Comdata locations

$0.00 per Card transaction for all Comdata Non-Fuel* (Product code)

$0.00 per Card transaction for CAT Scale Fee

*Parking, Product Code C will not be assessed a fee

OTHER FEES:

$ 00.00 Over-limit Fee

$ 00.00 Account Reinstatement Fee

The following fees will be applied to all overnight MasterCard card orders that are shipped to the same address:

- 1-5 cards* = $10
- 6-10 cards* = $15
- 11+ cards* = $15 + $1 for each additional card

* Local sales tax may apply. Applies to orders that are shipped to the same address

$ TBD per month - FleetAdvance (all Accounts with fuel card transactions)

$ 20.00 per billing cycle to Provide Paper Copies of Billing Statements and Reports

Customer shall pay an account maintenance fee equal to $0.00 per transaction for performing any card maintenance transaction through a customer service representative that affects the status of a particular Card and for credit limit or current day activity inquiries by Customer.

Article 4.10 Item c) x. – Provide any additional information relevant to this section.

RFP Specification:

x. Provide any additional information relevant to this section.

FLEETCOR Response:

Related to the prior question regarding service agreements, please note that FLEETCOR requires that certain General Terms and Conditions for Use of Cards apply for our services to be available to Public Agency clients under the Master Agreement.

- Under prior response item 4.09, we have submitted a sample Comdata MasterCard customer agreement, which includes standard Comdata Terms & Conditions that would apply.
- Additionally, behind TAB 7, FLEETCOR has submitted 3 sets of Terms and Conditions that shall be applicable. The first is for standard Fuelman Fleet card use, the second is Terms & Conditions for receiving Fuelman Consigned Fuel Services, and the third is Terms & Conditions for receiving Fuelman Memo Tracking Services.

TAB 5 – VALUE ADD

Pages in this section contain FleetCor's Additional Information Related to Additional Products and/or Services Offeror Proposes to Enhance and Add Value to the Contract

Article 5.1 Item d) i. – Provide any additional information relevant to this section.

RFP Specification:

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

FLEETCOR Response:

In sections and pages below, FLEETCOR provides information regarding Value Add solutions we are offering in this response. The programs enhance and add value above and beyond the fuel card services requested in the solicitation.

Proximity Fuel Controls

We have described within the body of our response, under the Full Product Line explanations, a new enhanced card control that is truly Value Add. We refer to it as Proximity Fuel Controls. We have re-copied the information we submitted below for the Comdata MasterCard program. We are already offering Proximity Fuel Controls with the Comdata MasterCard program, and in the near future we will be offering the Proximity Fuel Controls on Fuelman Fleet Card program. This functionality is above and beyond the specifications in the RFP and it enhances and adds value.

Proximity Fuel Controls

Through data integration and real-time control capability available with GPS providers, Comdata offers Proximity Fuel Controls. This capability is in place currently with Geotab, Omnitracs (ES Platform), Samsara, TeletracNavman, and Verizon. Additional GPS vendors will be added. Proximity Fuel Controls integrate 3 key types of data to stop invisible fraud:

4) Unit # / Fleet data: unit number, truck type, tank capacity
5) Tank Fill Level
6) GPS/Proximity data for truck and fuel station

During setup, clients choose which rules will automatically apply when potential fraud is detected:

C. Decline if misuse is detected vs. just sending an alert
D. Authorize fill up to the standard card profile limit vs. limiting to the space available within the tank.

❖ **Note: A small fee per card monthly is required to receive Proximity Fuel Controls, which we have quoted in our Pricing response.**

Electric Vehicle (EV) Charging Payments and Connected Vehicle Analytics (Coming Soon)

We have described within the body of our response, under the Full Product Line explanations, a new Electric Vehicle (EV) program that is under development and planned for release in coming months, which is truly Value Add.

- First of all, with Comdata MasterCard, businesses and governments can use the card to pay for EV Charges. Most all public EV Charging stations or charging networks allow MasterCard as a form of payment, so our card program will allow Public Agencies a way to pay for EV Charges.
- Secondly, we are under a closed Pilot program now, and are working on an EV Connected Vehicle Analytics application, which we feel will bring great value in the future.
- We have re-copied below, the information we provided in the Full Product Line details.

Electric Vehicle (EV) Charging Payments and Connected Vehicle Analytics

Comdata understands that adding electric vehicles to fleets brings a new set of benefits and challenges over traditional internal combustion engines. Many governments have already begun purchasing electric vehicles and governments are leading the way into this quickly expanding vehicle market.

- Comdata has developed a solution that delivers universal EV charging payments and connected-vehicle analytics capabilities for fleets across the U.S. **We are currently in a closed customer pilot phase and will enable full product functionality for all customers soon.**
- **Accepted at all electric charging stations.** The Comdata MasterCard is accepted as a payment method at all electric charging stations or applications that accept MasterCard. Customer's cardholders can chose the participating agency's preferred charging app and method of choice, and the Comdata MasterCard can be loaded as a payment option within the smart phone App (wallet). Most all public EV Charging locations are operating on App-based payments, and most accept MasterCard as a form of payment.
- Comdata MasterCard provides the ability to **limit cards to specific EV charging merchants by Purchasing Profile** and/or by using **Merchant Category Code (MCC) controls**.
- To enable a card to be used for EV charging payments, the card simply needs to be assigned to a purchasing profile which allows the MCCs typically assigned to EV Charging merchants.

- Card transaction purchase data includes time, location, and $ amount of transaction, with additional charge event details provided by the connected-vehicle program (portal).
- The connected vehicle portal application will have tremendous value, including being able to view and monitor all charging events for enrolled vehicles, including residential (Tier 1) charging events. We plan to develop reporting to help our Customers easily reimburse employees for home charging.
- We anticipate there will be a fee per vehicle enrolled in the connected vehicle (portal) program, but there is no fee for using the Comdata MasterCard to pay for purchases, if not enrolled for the upcoming connected vehicle program.

AssetWorks TRIPCard MasterCard Fleet Card Program

The AssetWorks TRIPCard MasterCard, image shown right, (herein referred to as “TRIPCard”), is a universally accepted Fleet MasterCard program issued and processed by FLEETCOR subsidiary Comdata, Inc.

AssetWORKS
TRIPCARD
Timely | Reportable | Integrated | P-Card

Only Customers of AssetWorks who operate their Fleet Focus software, and who have purchased the TRIPCard software module from AssetWorks, are eligible to utilize and be issued the TRIPCard.



The TRIPCard MasterCard is a comprehensive fleet card program virtually identical to the Comdata MasterCard explained in prior sections. The only significant difference being the physical plastic carries AssetWorks TRIPCard graphics and a different MasterCard Bin number is in the card setup. The card program offers true universal coverage through the MasterCard Worldwide Network and the other tremendous value and advantages explained previously about Comdata MasterCard.

The key reason why we are offering the AssetWorks TRIPCard MasterCard through this response, is that the card program offers built-in data integration to the AssetWorks Fleet Focus software, which many governments operate. **However, for a customer to receive this functionality, the client must separately purchase and operate the applicable AssetWorks software and the TRIPCard module from AssetWorks, in order to utilize the invaluable TRIPCard portal that AssetWorks has created for the card program.**

Customer card program administrators utilize an AssetWorks system called FleetFocus, and within that web portal, program administrators access the TRIPCard Portal, allowing them to manage the TRIPCard fleet card program directly from the AssetWorks software application. **This capability offers game-changing ease of use and data integration to Customers utilizing the AssetWorks software for managing their fleet.** Consider the following great features and benefits:

- **Web Services Integration.** We created a Web Services Interface, meaning that fleet administrators utilize TRIPCard web portal, accessed from AssetWorks FleetFocus, that user interface is interfacing via web to the Comdata online host system using web services.
- **Manage Card Program from AssetWorks, eliminating need for second Online system.** Administrators running AssetWorks FleetFocus, never even need or require use of the Comdata online system (iConnectData), they can manage their cards and account, and access reporting right from the AssetWorks TRIPCard Portal. This provides tremendous convenience and ease of use.
- **Employee (Driver ID) Management.** Within the FleetFocus application (outside

of the TRIPCard Portal), Customers using AssetWorks have even interfaced their HR systems to the application, and are able to add, change, or remove Driver IDs (PINs) for using the fuel card program. So, customers can even utilize their internal systems for managing Driver IDs.

Since card features of the TRIPCard MasterCard are essentially identical to the Comdata MasterCard, to reduce repetitiveness in our response, we ask that you reference the Comdata MasterCard product or services explanations in section 3.A-2 for card program particulars, such as Controls, Fraud Monitoring, Reporting, etc.

TRIPCard Portal Provides

Features of TripCARD Portal vary by what version of software the Customer is operating. Features include:

- Manage purchases within FleetFocus fleet management system.
- View preauthorized transactions as they occur in real time; and completed and rejected transactions as they are posted.
- Preauthorization Tab
  - Displays Authorized and Declined purchases in real time.
- Failed Transactions Tab
  - Displays transactions that have been rejected by FleetFocus interface. Provides the opportunity to immediately correct invalid entries, (such as bad odometer, misc).
  - Allows user to handle transaction rejects within 48 hours instead of end of month.
- Completed Transactions Tab
  - Access to completed purchases as soon as they are processed by FleetFocus interface
- Card Maintenance
  - Details which vehicles and employees listed in FleetFocus are assigned to the TRIPCard program, review purchase history, manage cards (block or activate), allow override or recycle card limits, request/order cards.

❖ **See TRIPCard Overview Slides on next pages.**

❖ **AssetWorks will be happy to provide a demonstration of the product and functionality upon request. FLEETCOR can connect Public Agencies to persons at AssetWorks, or you can contact your AssetWorks' account manager or email AssetWorks at communications@assetworks.com, to request more information.**

AssetWORKS

AssetWORKS
TRIPCARD™





AssetWORKS TRIPCARD™

Backed by the trustworthiness of MasterCard® and accepted at more than 190,000 locations, the AssetWorks TRIPCard offers fleet organizations a whole new way of managing fuel/energy and maintenance-related purchases for employees on the go.

TIMELY.
REPORTABLE.
INTEGRATED.
P-CARD.



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AssetWORKS

AssetWORKS TRIPCARD™

- The AssetWorks Trip Card is accepted at any retailer that accepts MasterCard as a form of payment.
  - Over 165,000 fuel/energy stations
  - 7,000+ Truck Stops
    - Over 99% of all fuel/energy sites in the United States.
  - Rebates and Discounts at 30,000 +/- in network sites with ability to process Truck Stop Discounts



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AssetWORKS

AssetWORKS TRIPCARD™

Solutions

- **INTEGRATION:** Automated integration with FleetFocus removes manual entry of data and provides instant access to preauthorized purchases.
- **BUDGET:** Make it convenient for employees in the field to make necessary purchases, while maintaining the security and control needed to manage budgets.
- **CONTROL:** Expanded controls to block purchases of non-authorized items through MCCs (Merchant Category Codes)
- **PAPERLESS:** Eliminate the need for paper receipts to be manually reconciled with the monthly fuel card bill.
- **AUDITING:** Allows for a more efficient way of reconciling purchases
- **INTEGRITY:** Provides the opportunity to immediately correct invalid entries, e.g. meter, misc.; handle transaction rejects within 48 hours instead of end of month.

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AssetWORKS

AssetWORKS TRIPCARD™

Fraud Liability Coverage

FLEETCOR®

- AssetWorks has partnered with FleetCor, the leading independent global provider of specialized payment products and services
- FleetCor provides a comprehensive fraud prevention program
  - $100,000 in fraud protection against employee misuse or abuse
- REAL TIME notifications of rejected transactions as they are delivered into FleetFocus
  - Quickly identify actionable information such as possible unauthorized usage and take prompt corrective action

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AssetWORKS

Bulk Fuel Solutions

With Fuelman Fleet Card

Within our response to 3.2.A. entitled *Describe the Full Line of Products and Services Offered*, sub-article 3.2.A-1 for Fuelman Fleet Card, we provide detailed information, which we have also copied below about Bulk Fuel Solutions with the Fuelman Fleet Card. Really, these are Value Add services, that are above and beyond the specifications in the RFP. Managing Bulk Fuel is important to many governments, as it accounts for a large portion of the fuel consumption, and bulk fuel can be difficult to manage.

FLEETCOR, helps make bulk fuel management easier, through assistance with fuel pump automation for tracking on-site fuel or even comprehensive management of customer's on-site fuel supply. We offer 2 ways of providing on-site services: **Consigned Fuel Services**, or **Memo Tracking Services**, which are described below. Customers who receive our on-site services are expected to already own and have in place sufficient tanks, pumps and wiring for the use contemplated.

Consigned Fuel Services (Comprehensive On-site Fuel Management Program).
Important aspects of the consigned fuel program include:

1. FleetCor brings in a highly qualified, experienced, and resourceful fuel supplier to take over ownership and day-to-day management of fuel inventory ordering for customer-owned tanks.
    - The fuel supplier monitors fuel levels remotely through customer owned automatic tank gauging equipment and schedules deliveries based on anticipated Days Remaining in inventory or pre-established minimum inventory levels of customer.
2. Fuel dispensers are accessed by swiping the mag-stipe Fuelman card at a fuel control terminal equipment (island card reader) compatible with the Fuelman card authorization system (authorizer).
    - Card/access controls including product restrictions are enforced by the Fuelman authorizer.
3. As Customer's cardholders access the pumps and dispense fuel, ownership of fuel transitions from our fuel supplier to FleetCor, then immediately to Customer as fuel is dispensed in a consigned fuel, access-card transaction.
4. Consigned fuel transactions are billed to Customer in normal Fuelman reporting, integrating both onsite and offsite (retail) transactions into a single fleet management report.
    - The consigned fuel service provides easy cost accountability of bulk fuel usage, down to the department/asset level.

- The consigned fuel service offers Customers that have multiple cost centers or business units utilizing a bulk fueling facility, an easy and seamless solution for billing the costs of bulk fuel to the departments accessing the location.
- The system provides more accurate mileage tracking than stand-alone closed loop systems operated by Customer, since integrated reporting tracks vehicle mileage regardless of whether transactions occur onsite or offsite.

5. Pricing of gasoline and diesel is based on the following elements:

a) Oil Price Information Service (OPIS) Index, weekly newsletter prices, using the Unbranded Average rack price for the wholesale rack city supplying customer's bulk tanks.
   - For alternative fuels such as Biodiesel blends or E-85, the cost basis is the cost FleetCor must reimburse the fuel supplier, which shall be determined individually for each project/location. Often with alternative fuels, there is not an appropriate nearby OPIS rack posting for alternative fuels, therefore we must use the cost being reimbursed the fuel supplier. This is determined on a case by case basis and depends on the supply situation in each local market.

b) FleetCor's fixed markup (to be determined).
   - We have quoted kind of a standard not to exceed markup in our response, however we reserve the right to modify that rate down based on various factors such as average volume and equipment ownership.

c) Applicable freight rate for reimbursing the fuel supplier for deliveries (rates subject to change as required to cover supplier's cost).

d) Any non-exempt taxes.

Island card reader equipment options for Consigned Service includes:

a. **Equipment Inclusive Structure.** For qualifying sites, FleetCor can offer pricing for consigned fuel services that would be inclusive of FleetCor owning and maintaining the fuel control terminal (island card reader) equipment. Providing island card reader equipment is subject to FleetCor capital expenditure request approval on each project.

b. **Customer Owned Equipment.** If Participant already owns or decides to purchase and own island card reader equipment that is compatible with the Fuelman network, we can offer lower consigned fuel pricing (reduced fixed rate over OPIS cost).

Minimum Volume Expectation for Consigned Service:

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). This is addressed in greater detail within the applicable terms and conditions for receiving Consigned Fuel Services, see TAB 7 – Vendor Additional Terms & Conditions, response Section 7.2 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES

Typical Costs to the Participant for Consigned Fuel Services include:

Customer will provide the following for locations to be automated for consigned services:

(a) All electrical service and wiring to the equipment.

(b) All communications lines and monthly expenses for processing transactions either by analog phone lines (technology being phased out) or via internet (cellular or network-to-network connection), cost of internet connection or cellular data plan subscription fees. Internet processing requires a Secure Payment Gateway (SPG) subscription and technology devices, which would be paid by Customer directly to the technology vendor (ControlScan). ControlScan offers a SPG program called PaySafe Connect, which includes required firewall hardware equipment and a cellular data plan subscription can be included.

(c) Petroleum dispensing equipment suitable for the use contemplated by this proposal including electronic pulsars installed in dispensers. The Customer is responsible for maintenance of all pulsars and meters in the fuel dispensing equipment including calibrations should they ever be required.

(d) Customer owned Automatic Tank Gauging (ATG) equipment is required for Consigned Fuel Services, with ATG equipment installed, owned and maintained by Customer.

  i. For aboveground tanks, Customer can install a Centeron type ATG, allowing FleetCor's fuel supplier to remotely monitor the Centeron readings through service subscription paid to Centeron. Costs of the Centeron monitoring/ subscription fees would be Customer's expense.

  ii. For other typical ATG devices, such as Veeder Root, the ATG must have communication board or ports installed and Customer is responsible for any upgrades to the ATG that might be needed to facilitate remote connection either through cellular or network-to-network connection. Any required communication lines to the ATG equipment including LAN connection or cellular data plan shall be the Customer's responsibility. FleetCor can offer a cellular data plan from our fuel supplier and include the monthly fee as a recurring monthly fee in Customer's Fuelman billing. The fuel supplier shall be allowed to connect remotely to Customer's ATG either through network-to-network connection or via the cellular connection to Customer's ATG device to capture tank inventory readings.

(e) For sites where Customer already owns island card reader equipment, or where volume does not qualify for equipment provided by FleetCor yet fuel supplier agrees to provide consigned fuel, Customer shall purchase and own the island card reader 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.

Consigned Fuel Services Terms and Conditions Shall Apply

For additional explanations and applicable terms and conditions for receiving Consigned Fuel Services, see TAB 7 – Vendor Additional Terms & Conditions, response Section 7.2 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES. These terms and conditions shall include responsibility for inventory variances, should they occur, which shall be the responsibility of Customer.

Memo Tracking Fuel Services (On-site Fuel Management Program).

Important aspects of the Memo Tracking Bulk Fuel Services include:

1. Fuel dispensers are accessed by swiping the mag-stipe Fuelman card at a fuel control terminal equipment (island card reader) compatible with the Fuelman card authorization system (authorizer).
    - Card/access controls including product restrictions are enforced by the Fuelman authorizer.
2. Customer continues owning and managing fuel inventory.
3. Customer buys fuel from their preferred local fuel supplier at bulk rates.
4. The location is established as a "Memo" location in the Fuelman system. "Memo" means that FleetCor only bills the agreed upon transaction fee in reporting and invoices, no fuel cost is assigned or billed.
5. Memo transactions are billed in normal Fuelman reporting, integrating both onsite and offsite (retail) transactions into a single fleet management report.
    - The system provides more accurate mileage tracking than stand-alone closed loop systems operated by Customer since integrated reporting tracks vehicle mileage regardless of whether transactions occur onsite or offsite.

Island card reader equipment for Memo Tracking:

Customer is responsible for providing compatible fuel control terminal equipment for memo tracking. FLEETCOR's Comdata subsidiary does sell the island card reader equipment, so we can offer this to Customer, however we do not quote equipment prices in this proposal since pricing is subject to numerous variables for the specific location. Quotes must be handled on a case by case and project basis.

Memo Tracking Services Terms and Conditions Shall Apply

Should Customer desire to pursue Memo Tracking services, please note that additional terms and conditions for receiving Memo Tracking Services shall apply and be in the contract. For additional explanations and applicable terms and conditions for Memo Tracking Services, see TAB 7 – Vendor Additional Terms & Conditions, response

Section 7.3 titled FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE MEMO TRACKING SERVICES.

- **On next page, we provide a slide with Table that helps explain the difference in the two Bulk Fuel programs we offer.**

Table of Features - Fuelman On-Site Bulk Fuel Programs (Consigned Service vs. Memo Tracking)

Bulk Fuel Solutions

Table of Features - Fuelman Onsite (Bulk) Tank Programs
- Consigned Services versus Memo Tracking

	Services Provided or Requirements for Each Bulk Tank Program	Consigned Services	Memo Tracking
1.	Fuel is supplied on Consignment, eliminating high cost of owning bulk fuel inventory.	✓	
2.	FleetCor's fuel supplier purchases existing on-hand inventory freeing up valuable working capital.	✓	
3.	Fuel inventory levels are monitored, managed and replenished as needed, relieving customer of this time consuming task.	✓	
4.	Island Card Reader (ICR) Equipment may be provided by FleetCor at select qualifying locations. FleetCor maintains any equipment it owns.	✓	
5.	Customer purchases, installs and maintains Island Card Reader (ICR) Equipment if compatible equipment is not in place. FleetCor can arrange to sell the equipment to Customer at favorable pricing.	✓	✓
6.	Locations must have customer-owned automatic tank gauges in place or installed. Equipment must allow supplier to monitor the inventory levels remotely. If not in place FleetCor will arrange for quotations upon request.	✓	
7.	Program requires sites meet minimum volume expectations, tank sizes, approval of tank system with supplier.	✓	
8.	Fuel price set weekly based on wholesale prices indexed to OPIS Newsletter.	✓	
9.	Fuel cost (OPIS Rack price), FleetCor margin, non-exempt taxes & fuel delivery charges billed in the Report/Invoice providing complete cost center accountability down to the vehicle/asset level.	✓	
10.	Automation Controls limit access to the fuel pumps, prevent unauthorized access.	✓	✓
11.	On-site fuel usage tracked by card-swipe transaction and the Island Card Reader utilizes the Fuelman authorizer for processing. Product grade and other card limit restrictions are enforced.	✓	✓
12.	Customer continues buying fuel from their preferred local fuel supplier at bulk rates.		✓
13.	Customer continues managing on-site fuel deliveries and inventory at levels it prefers. Customer owns fuel inventory.		✓
14.	Odometer Readings and Driver making purchase are captured and reported.	✓	✓
15.	On-site fuel purchases are integrated into the reporting with off-site transactions, allowing more accurate mileage reporting and vehicle performance monitoring.	✓	✓
16.	Customer is only charged a small per gallon or per transaction memo tracking fee (billed in the Fuelman Reporting and Invoice).		✓
17.	Customer responsible for pump meter calibrations and unaccounted inventory losses if found in monthly reconciliations by the fuel supplier.	✓	

Bulk Fuel Solutions with Comdata MasterCard

Comdata offers island card reader automation solutions for tracking and managing customer bulk fuel locations. Our Comdata Proprietary processing system enables simplified, yet tight management and control of onsite bulk fuel. Services can include Terminal Fuel Tracking (similar to Memo Tracking), or a fuel supplier of customer can be utilized to process and bill fuel transactions on more of a by-the-drink basis.

Mobile Fueling Solutions

Mobile fueling solutions are exclusively offered in this response on the Comdata MasterCard program:



- Comdata recognizes that for many companies the most important aspect of refueling vehicles is by direct delivery to vehicles where they are located. Mobile fueling services from Comdata connects you with trusted vendors who deliver fuel when and where your trucks need it (onsite). With Comdata's valuable data-capture tools, when mobile fueling transactions are processed on the Comdata system (combined with retail purchases), you can gain insight into all aspects of your fueling needs. Comdata's mobile fueling program increases efficiency so you can spend less time on refueling your assets and more time focused on getting the job done.

  We offer an extensive Mobile Fuel Vendor Network, already Integrated with Comdata.

  - Comdata currently integrates with over 100 mobile fuel vendors throughout the United States and Canada and we are adding vendor relationships regularly.
  - Mobile fuel price validation service is now available with certain strategic vendors.
  - **The Top Ten Vendors in the U.S. and Canada are already integrated Vendors.** Logos of two large vendors in the U.S. whom we are already integrated are shown below.

DIESEL DIRECT®

JACOBUSENERGY MOBILE FUELING

Beyond Fuel - Comdata for Numerous Payment Applications Other than Fuel (Corporate Payment Solutions)

Comdata Mastercard Corporate Card

- *Corporate credit card program used to make expenditures for fuel, purchasing, travel and other business expenses. May include physical plastic or virtual / ghost cards.*

Comdata ExpenseTrack Expense Management

- *Web and Mobile App based expense management program used in combination with the Comdata Mastercard Corporate Card for the purpose of tracking, coding, approving and reconciling expenses as well as capturing transaction receipts electronically.*
- *Comdata Customers use ExpenseTrack for employees to submit Expense Reports, eliminating often manual spreadsheet processes by employees and administrators.*
- *Since ExpenseTrack is interfaced to Comdata card program, Customers use the card and application to pay their employees for out of pocket expenses or for things like personal vehicle mileage. Money owed to employees is loaded to the Debit side of the Comdata MasterCard Corporate Card employees are carrying for expenses. Eliminates manual check reimbursements, employees can access their funds at ATMs or transfer their funds to personal bank using mobile app or VRU application Comdata can provide.*

Comdata Mastercard AP Virtual Card

- *Mastercard virtual card / e-payables program for the purpose of paying vendors / suppliers for AP invoices and making other business purchases.*
- *Cards may be single-use or repeat-use (ghost) cards and may include transactions on the Mastercard network as well as transactions on the Comdata proprietary ComdataDirect network.*
- *Optionally incorporates payment file integration between Comdata and the Participating Member's accounting system / ERP in order to facilitate secure file transmission and automated reconciliation.*

Comdata Nvoicepay Payment Automation

- *Cloud-based, single file AP payment disbursement solution enabling Participating Member to execute all AP payments in a single process, to include fulfilment of all check, ACH, wire, FX and virtual card payment transactions.*
- *Incorporates a suite of value-added AP services to include collection, verification and secure storage of vendor banking / payment remittance information, follow up on uncleared payments and front-line management of vendor inquiries and issues*

Clean Advantage Program

FLEETCOR Response:

FLEETCOR has partnered with GreenPrint and the Arbor Day Foundation to offer a new program to help clients "Go Green". We refer to the program as Clean Advantage, which is described below.

Clean Advantage® in partnership with FLEETCOR®

At FLEETCOR we pride ourselves on keeping an eye on industry trends and best practices for our clients. Businesses and governments like Region 4 ESC, and others across the United States, are taking steps to do something about their fleet's CO2 emissions. With this in mind, in partnership with GreenPrint and The Arbor Day Foundation, we have developed The Clean Advantage Program - a turnkey sustainability program aimed at both reducing our customer's fleet emissions and improving the communities in which they do business. Learn more at www.CleanAdvantageProgram.com

The Clean Advantage Program automatically calculates our customer's fleet CO2 emissions and will reduce them by up to 100% through proportionate investments in certified carbon offset projects that sequester CO2 from the atmosphere. This makes their vehicles the cleanest on the road – even cleaner than electric and CNG vehicles! To accomplish this ambitious goal, the Clean Advantage Program makes real, certified, and verifiable investments in many projects that not only reduce CO2, but also develop sustainable energy solutions, help to provide habitats for wildlife, clean landfills, and develop local parks. We can even undertake projects with local charities in our customer's community, such as tree planting projects with the Pennsylvania Horticultural Society, or other organizations, at customer's option.

We offset carbon dioxide and other greenhouse gas emissions by investing in a growing portfolio of reforestation, alternative energy, biomass, and other projects both locally and globally. By performing all the heavy lifting, the Clean Advantage program provides a simple and powerful corporate sustainability and goodwill initiative for customers!

- **Support** - Working out the exact amount of CO2 customer vehicles are producing can be a very complex process, but with the Clean Advantage program, we take care of this worry for customers automatically.
- **Simplicity** – It is all taken care of and the cost of **5¢ per gallon** will just be added to customer's invoice.
- **Scale** – No customer is too small, and we can also cater to larger customers with client-specific projects.
- **Expertise** - GreenPrint and The Arbor Day Foundation are world leaders in bringing reduced emissions projects, certified by United Nations protocols and governing bodies such as the Verified Carbon Standard, to fleet's such as Region 4 ESC or OMNIA Partners' contract participants. As a member of the APX Carbon Registry, GreenPrint

has a publicly visible listing of reduced emissions projects, the credits retired for their clients, and documentation relating to project length, type, auditing, and CO2 reduction.

- **Build Goodwill** - Participating in the Clean Advantage program will allow customers to market their sustainable efforts to customers, employees and community.
- **Annual Carbon Reduction E-Certificate** - At customer's request we are happy to provide annual e-certificates documenting the exact amount of carbon their fleet has reduced over the course of the previous year (see sample certificate on next page).

As a member of the Clean Advantage Program, Customers will be provided a wide range of customized digital collateral for their web properties, bumper stickers and decals for the fleet, press release templates for both internal and external communication, annual CO2 reduction certificates, and more to promote their reduced carbon footprint and commitment to the environment (see sample bumper stickers on page that follows). Best of all, there is no enrollment cost, and only a small fee per gallon to neutralize the participating customers' fleet emissions. The cost quoted is variable, could be lower based on the client's goals and the amount of CO2 they would like to offset.

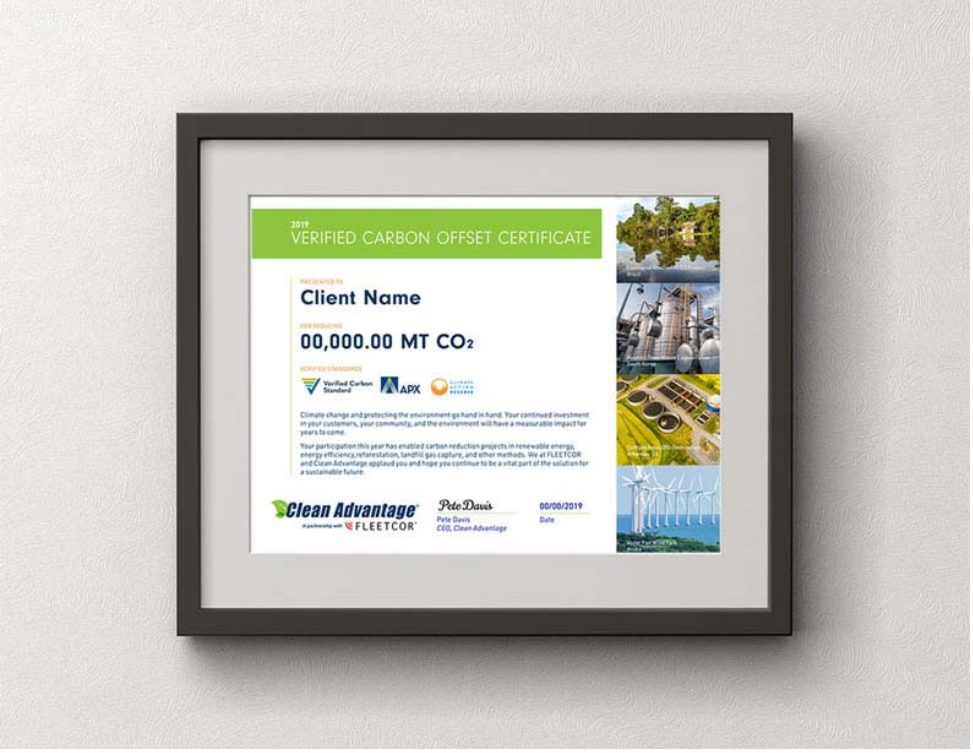
We welcome Region 4 ESC or participating governments under the new contract to join The Clean Advantage Program and help build goodwill in local communities and with employees. Together we can build a better future and ensure a more sustainable and healthy tomorrow one mile at a time.

- On next two pages we provide Sample Certificate that can be provided to enrollees in the program and sample project portfolios. View and learn more about the program and sustainability project investments at www.CleanAdvantageProgram.com.

Sample Certificate & Project Portfolios

See sample reporting images below. Other reporting is available on request including invoicing, carbon calculations, project details & audit documentation and credit retirement.

Sample Certificate



Sustainability Project Portfolios

View examples of the Clean Advantage Carbon Projects at
www.cleanadvantageporgram.com



Sample Bumper Stickers:

Sample bumper sticker shown below.



Digital Decal:

This Clean Advantage Website Decal can be included on the backend of your website to advertise your participation in the program.



Use of the Card Programs for Purchasing Vehicle Maintenance

With Fuelman Fleet Card

On an optional basis, Region 4 ESC or Participating Public Agencies can establish their Fuelman cards to purchase vehicle maintenance.

- More than 25,000 vehicle maintenance retail locations in the U.S. accept Fuelman.
- Many major maintenance brands in the U.S. accept Fuelman including: Firestone, Jiffy Lube, Midas, Meineke, Cottman & AAMCO Transmission, Tire Kingdom, SpeeDee Oil Change, Gerber Glass & Collision Centers (through Net Cost Claim Services), and GMS Autoglass.



- The card offers acceptance for vehicle maintenance with hundreds of small independent general repair shops, lube centers, tire stores, body shops, car dealerships & car washes.
- Maintenance purchases if allowed, are integrated into the Fleet Management Reporting the program delivers with each billing. Customers who require separate reporting for Maintenance purchases can receive the Vehicle Maintenance Management Report (report ID FN06), which reports non-fuel purchases only in a separate report.

With Comdata MasterCard

- **More than 450,000 vehicle maintenance locations accept MasterCard in the U.S. Essentially you can name any vehicle maintenance repair vendor or car dealership, and they likely accept MasterCard.**
- Our large government users of Comdata MasterCard love the ability to use the card at virtually any vehicle maintenance location or car dealership. It is such a tremendous convenience for large State fleets especially, knowing that they can always get their vehicles repaired and have a convenient way to pay for the service (Comdata MasterCard Fleet Card).
- Use of Merchant Category Code (MCC) Restrictions enable Customers to selectively open up access to Maintenance MCCs for cardholders they want to be able to purchase maintenance.

Use of the Card Programs for Roadside Assistance

Fuelman Fleet Card 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:
  - Lock Outs
  - Towing Service
  - Tire Changes
  - Fuel Delivery
  - Battery Service
  - Mechanical First Aid

To utilize FLEETCOR's Roadside Assistance, Drivers or administrators should call toll free: **1-888-242-7280** for Roadside Assistance.

- 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.

Roadside Assistance for Comdata MasterCard can likely be arranged on a case-by-case basis.

Fuelman Driver Services Sell Sheet (Marketing Flyer)

Fuelman

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

Fuelman

Locked out? Flat Tire? Need a Tow? Out of Gas?

Nationwide Emergency Roadside Assistance
24/7/365 - Call Toll Free:
888-242-7280

*Get back on the road **FAST!***

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

Use of the Comdata MasterCard for Marina Fueling and for Aviation (Aircraft) Fueling

Two fueling needs that are often difficult to solve for with traditional fleet card programs are Marinas and Aviation.

Marinas

- Most State governments and even local County governments, have at least some sort of wildlife, police or sheriff boat patrols, needing to purchase fuel while on the water at marinas.
- Through the MasterCard Worldwide Network, most marinas accept MasterCard, so these types of government agencies can purchase the marina fuels they need.

Aviation

- Most State governments and even larger City or County governments, have at least some sort of aircraft or helicopter fleet, needing to purchase fuel at airports.
- Through the MasterCard Worldwide Network, most private aviation facilities (FBOs) accept MasterCard, so these types of government agencies can purchase the aviation fuels they need.

Comdata Hotel Network / CLC Lodging CheckINN Card

CLC Lodging is a subsidiary of FLEETCOR. CLC is 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. Upon request FLEETCOR will have a CLC representative present the program to interested Public Agency participants.

Comdata has put together a Comdata branded CLC lodging solution card program. Our OTR trucking clients like being able to save money and receive deep discounts on lodging.

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TAB 6 – ADDITIONAL REQUIRED DOCUMENTS (Appendix C)

Pages in this section contain the Additional required Completed and Signed Documents (Forms) in the Solicitation Appendix C

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

8·18·21
Date

Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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 proposal, 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 proposal, 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 proposal 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.

Company FleetCor Technologies, Inc. through subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata Inc.

Address 3280 Peachtree Rd., Suite 2400 Atlanta, GA 30305

Phone Randy Morgan: (615) 376-6902 Mark Roberts: (704) 853-2662

Fax n/a

Contact

Signature

Mark Roberts
Printed Name

Director, Bids & Contracts
Position with Company

Official Authorizing Proposal

Signature

Randy Morgan
Printed Name

Chief Operating Officer
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-791677

Date Filed:
08/17/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FleetCor Technologies Operating Company, LLC d.b.a. Fuelman
Atlanta, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation # 21-11
Fuel Card Services and Related Products

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Mark Roberts, and my date of birth is April 11, 1962.

My address is 543 Cox Road, Suite C-2 (street), Gastonia (city), NC (state), 28054 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Gaston County, State of North Carolina, on the 18 day of August (month), 20 21 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Randy Morgan, as an authorized representative of FleetCor Technologies, Inc. through subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

8.18.21
Date

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-11

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Fuel Card Services and Related Products

SUBMITTAL DEADLINE: Tuesday, August 24, 2021, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Fuel Card Services and Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Fuel Card Services and Related Products. Addendum No. 1 is hereby issued as follows:

1. **II. Calendar of Events Deadline** corrected to read:

Event	**Date**
Issue RFP	July 7, 2021
Pre-proposal Conference	July 20, 2021
Deadline for receipt of questions via email	July 23, 2021
Issue Addenda (if required)	TBD
Proposal Due Date	August 24, 2021
Approval from Region 4 ESC	**October 26, 2021**
Contract Effective Date	**January 1, 2022**

2. **III. INSTRUCTION TO OFFEROR #5, Proposal Format replaced with the following:**

   Proposals must contain two (2) electronic copies on flash drives (signed). Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

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.

Responses must be provided in a binder format (see #6. Binder Tabs) clearly identified with the name of the Offeror's company and the solicitation name and number.

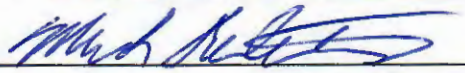
Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name FleetCor Technologies, Inc. through subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Contact Person Mark Roberts

Signature 

Date 8/20/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

TAB 7 – 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

7.1. 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 Region 4 ESC and OMNIA Partners for Participating Public Agencies. If Region 4 ESC or OMNIA Partners requires specific modifications to these General Terms & Conditions, FLEETCOR suggests we work through those changes in the final contracting process.

7.1.1. Security, Loss, Theft, or Unauthorized Use of Card.

7.1.1.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.

7.1.1.b. FLEETCOR's Liability. In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this section 7.1.1 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.

7.1.1.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.

7.1.1.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.

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

7.1.1.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.

7.1.1.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.

7.1.1.h. Claims. All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

7.1.2. Account Administration and Card Issuance.

7.1.2.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.

7.1.2.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 7.1.1 for more information regarding Customer responsibilities.

7.1.2.c. Account Administration (Contact Persons). To ensure effective communication between your Fleet Manager or Card Program Administrator, your Accounts Payable Representative, and FLEETCOR, Customer will provide the requested contact information for both an authorized Fleet Contact and Billing Contact. Up-to-date information about your account will be communicated through these designated persons. For example, if your account becomes past due or exceeds the assigned credit limit, or if we have identified suspected fraudulent activity, the listed individuals on the account may be notified electronically to avoid a disruption in service or to confirm whether suspected fraudulent purchases identified are legitimate. Customer shall contact Fuelman customer service or your account manager if any of this information changes for the authorized Fleet Contact or Billing Contact person.

7.1.2.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.

7.1.2.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.

7.1.2.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.

7.1.3. 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.

7.1.4. Force Majeure.

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

7.2. 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 Region 4 ESC and OMNIA Partners. If Region 4 ESC or OMNIA Partners requires specific modifications to these service-specific Terms & Conditions, FLEETCOR suggests we work through those changes in the final contracting process.

7.2.1. ON-SITE CONSIGNED FUEL SERVICES.

At Participating Public Agency'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. At qualifying and agreed upon locations, 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.

7.2.2. 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 suppler (Mansfield Oil Company) as a subcontractor to provide fuel inventory meeting specifications as provided for in the Solicitation. However, in certain markets FLEETCOR might use other highly qualified local petroleum distributors who supply other FLEETCOR managed consigned locations. The fuel will be provided on consignment from tank(s) at the Customer's refueling sites owned and operated by Customer. The chosen 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 fuel supplier to FLEETCOR and then immediately from FLEETCOR to Customer. Customer shall pay for fuel in accordance with the terms and conditions of the Agreement.

7.2.3. 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. Consigned service would be subject to Fuel Supplier approval of a lower volume location.

7.2.4. 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.

7.2.5. 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.

7.2.6. 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 and automatic tank gauges 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.

7.2.7. 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 and for general accounting purposes.

7.2.8. 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.

7.2.9. 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.

7.2.10. Access for Delivery, UST/AST Regulatory Compliance.

FLEETCOR's fuel suppler 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 suppler 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.

7.2.11. 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.

7.2.12. Fuel Control Terminals for On-Site Automation (Hardware Ownership and Maintenance).

At Customer locations approved for consigned services, FleetCor may agree to purchase Fuel Control Terminal (FCT) equipment/hardware, for installation on the confirmed Customer properties to receive consigned service.

7.2.13. 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:

7.2.14. 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. Fuel Control Terminal island card reader 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, install or upgrade such equipment, then the quoted markup in our Pricing Proposal may be reduced by FLEETCOR, which shall be mutually agreed to by the parties at the time. 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.

7.2.15. 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) Communications lines, data plan subscriptions and equipment upgrades for internet transaction processing, which might include:

(i) Either Network-to-Network (LAN) connection or connection using Cellular Data Plan for Internet processing of transactions. With LAN connection, the costs of connecting Ethernet cable to the FCT equipment would be at Customer's expense. With Cellular Connectivity, Customer shall be responsible for the cost of the cellular data plan subscription.

(ii) Additional pieces of hardware for implementing Network/IP communications. The costs of this hardware shall be quoted and billed to Customer by FleetCor, or Customer can purchase the equipment needed directly from the recommended technology provider (ControlScan).

(iii) There will be a required monthly service fee from technology vendor (ControlScan) to provide a Secure Payment Gateway (SPG) service. Customer shall establish an account directly with ControlScan for this service.

(iv) For Fuel Control Terminals owned by ASC Members, upgrades to Fuel Control Terminal Equipment necessary for transition to Network/IP Processing to the Fuelman authorizer instead of typical analog phone line connectivity.

(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 or Fuel Supplier shall be allowed to dial into Customer's ATG devices to capture tank inventory readings. For sites with aboveground tanks that utilize Centeron or similar monitoring equipment, Customer shall be responsible for any subscription fees to the manufacturer required to monitor inventories.

(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.

7.2.16. MAINTENANCE OF EQUIPMENT AND CALIBRATION.

FLEETCOR or its fuel suppler 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 lightning 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) 698-5104 or ahafkey@fleetcor.com.** Alice works closely with the fuel supplier to make sure all equipment or fuel delivery problems are addressed.

7.2.17. More Information regarding Fuel Control Terminals and Fuel Site Automation.

The brand of Fuel Control Terminal that FLEETCOR typically utilizes is our own Comdata SmartSite equipment, or our system works well with FuelMaster ® manufactured by Syn-Tech Systems, Inc.

The expected time frame from start to finish for purchasing and installing FCT 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 communication line (i.e. Ethernet cable) or cellular data plan, modem and ControlScan equipment must be at the 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 FCT equipment.

7.3. FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE MEMO TRACKING SERVICES.

7.3.1. 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".

7.3.2. 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

7.3.3. 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.

7.3.4. 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.

7.3.5. 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.

7.3.6. 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.

EXHIBIT 1

Fuelman Reporting Overview
Includes Narrative Report Descriptions and Sample Reports

Fuelman®

Reporting Overview









FLEETCOR®

Sample Reporting & Narrative Report Descriptions

- Standard Billing Reports, Optional Reports, Exceptions Tracking, and Real Time Data

Fuelman

Samples enclosed are of the Standard Reports provided at each billing frequency and certain Optional Management Reports that are also available. Note that usually Customers prefer Monthly frequency for the Optional Management Reporting however these reports are available Weekly, Bi-Weekly or Monthly. Also listed are the available Exceptions Tracking Reports and a Real Time Data Report.

- **The samples enclosed are numbered in same order numerically as shown in the list below.**

Standard Billing Reports

1. **Fleet Management Report (FN02)**
2. **Invoice/Statement (FN01)**
3. **Customer Transaction File (TRN85) File Layout**

Optional Management Reporting (Most include Embedded Excel Files[1])

4. **Monthly Vehicle Management Report (FN04) [1]**
5. **Monthly Employee Management Report (FN03) [1]**
6. **Monthly Fuel Management Report (FN05) [1]**
7. **Monthly Maintenance Management Report (FN06) [1]**
8. **Monthly Tax Management Report (FN07)**
9. **Monthly Customer Fleet Analysis Report (FN14) [1]**

[1] **Embedded Excel File is included with the report. Report user clicks an icon to open the Excel file. An illustration is shown for the FN04.**

Exceptions Tracking Reports

10. **Exceptions Email Alert**
11. **Exceptions Transaction Export (Real Time Download from FleetNetPro)**
12. **Denial Transaction Export (Real Time Download from FleetNetPro)**

Real Time Transaction Data

13. **Real Time Transaction Export from FleetNetPro**

- **On the pages that follow you will find a Narrative Report Description for each report followed by a Sample Report.**

1. Fleet Management Report (FN02) – Narrative Report Description

Fuelman

Fleet Management Report (FN02)

(Current Billing Cycle Activity - Supports the Invoice / Statement)

- **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 a PowerPoint slide showing a sample Fleet Management Report (report ID FN02). A few attributes of the report are identified on the slide.

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

1) **Account Name and Address**
2) **Report Period (Dates covered by the Report)**
3) **Vehicle Number and Vehicle Description.**
4) **Driver name.**
5) **Date and time of fueling.**
6) **Location of fueling.**
7) **Fuel Grade / Product Purchased**
8) **Odometer reading.**
9) **Miles per Gallon per vehicle.**
10) **Gallons, current price per gal., taxes per Gal., and extended price.**
11) **Total consumption for the period (gallons & dollars), subtotaled by Vehicle, Sub-department, and Department.**
12) **Total Miles and Average MPG for the period, subtotaled by Vehicle.**
13) **Exceptions Transactions Flagged (with Exceptions Legend).**
14) **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.**
15) **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.**
16) **Grand Summary Totals by Product are shown at the front of the report in a summary table.**

1. Fleet Management Report (FN02)
– Provided at Customers Desired Billing Frequency

Fuelman

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.

Fuelman

FLEET MANAGEMENT REPORT

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

Provided By:
New Orleans
(800) 877-0800

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

FLEET MANAGEMENT REPORT FOR 1/18/2021 – 1/24/2021
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
Total	**822.838**	**$2,466.23**	**$156.41**	**$204.42**	**$21.79**	**$71.19**	**$2,920.04**

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**

1. Fleet Management Report (FN02)
– Easy-to-Read Transaction Details with Level 3 Data

Fuelman

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)**

- **Exception Code**
- **Total Amount**
- **Taxes Per Gal**
- **Net Price Per Gal**
- **Quantity (Gallons)**
- **Fuel Type**

The report provides Sub-Department and Department Totals

A Site Legend is printed at end of each Department providing complete details of each Site ID used

Fuelman

FLEET MANAGEMENT REPORT

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:			**$28.50**	
			Vehicle Total:							**$181.90**	
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	$26.82	
			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**	
SubDepartment: 100											
						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**	
Department: 8-MCSAP											
						UNL	**1770.760**			**$5,115.76**	
						FUEL Totals -	**1770.760**			**$5,115.76**	
						NON-FUEL Totals -				**$171.89**	
						Department Totals -	**1770.760**			**$5,287.65**	

SITE LEGEND

SITE #	SITE NAME	ADDRESS	CITY	STATE
189786	Dt Pure-little B's Service	315 E Commerce St	Aberdeen	MS
409368	Super 98 Truck Stop	5484 Plaza Dr	Tylertown	MS
412476	Hwy 84 Chevron	40 Cowart Ln Sw	Brookhaven	MS
419819	Bovina Truck Sto	401 Tiffentown R	Vicksburg	MS
680239	B-kwik #112	23 E Lincoln Rd Ne	Brookhaven	MS
873887	Fair Oil Co #2	63 Hwy 12 E	Kosciusko	MS
904211	Kangaroo 3445	574 Hwy 61 N	Vicksburg	MS
941829	Pure Country	10166 Lorraine Rd	Gulfport	MS
941907	Slayden Travel Center	2710 Highway 72	Lamar	MS
941911	Gas 4 Less	14912 Hwy 16 W	De Kalb	MS
683147	Fast Break Starkville	1201 Hwy 82 W	Starkville	MS

2. Invoice/Statement (FN01) – Narrative Description

Fuelman

Invoice/Statement (FN01)

(Invoice of Consolidated Activity, All Accounts in the Bill Group)

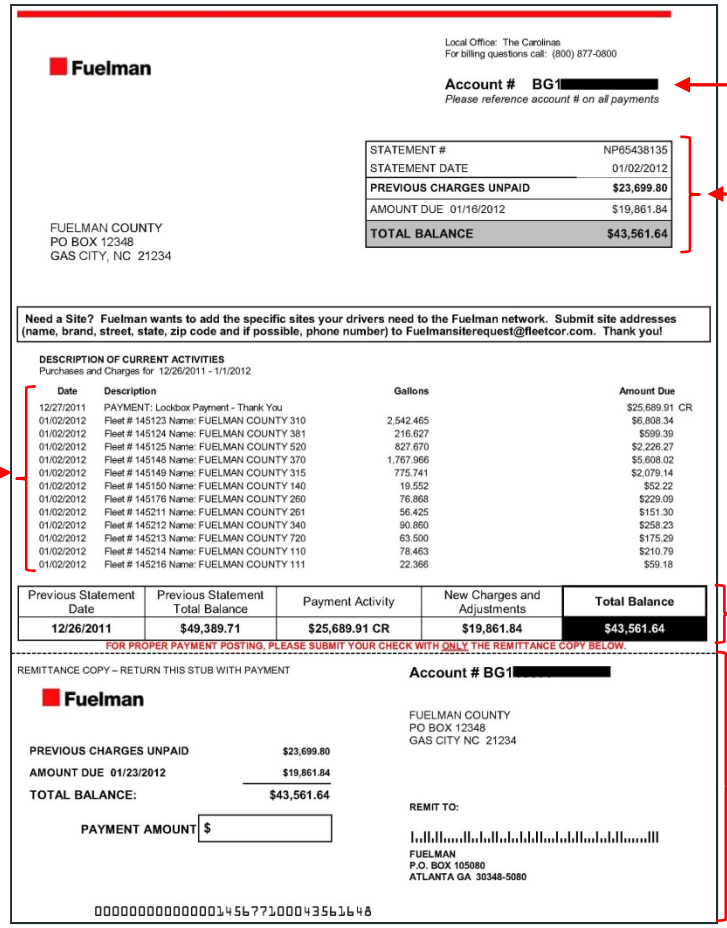
This is the standard system generated invoice provided at each billing cycle for each bill group account.

- **This report is delivered via Email. Print/Mail Delivery is available upon request.**
- **The Current Charges Amount(s) on the invoice 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.**
- **The sample attached provides call outs of other key items on the invoice/statement**

2. Invoice/Statement (FN01)

- Easy to Read Invoice/Statement provided with each Billing

Fuelman



Fuelman

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
TOTAL BALANCE	**$43,561.64**

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. 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	$2,226.27
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

Fuelman

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 $

REMIT TO:

FUELMAN
P.O. BOX 105080
ATLANTA GA 30348-5080

00000000000000145677100043561648

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

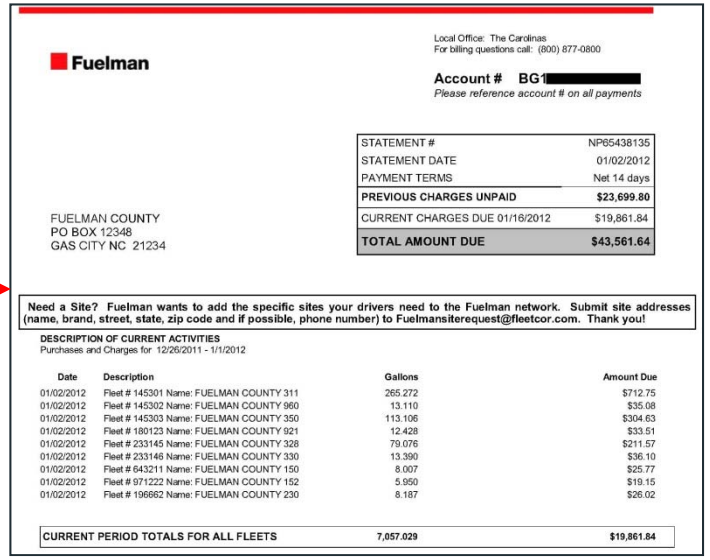
This section shows:
- **Statement # & Date**
- **Previous Charges Unpaid**
- **Amount Due this Invoice**
- **Total Balance**

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.



Fuelman

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
TOTAL AMOUNT DUE	**$43,561.64**

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. 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 # 180123 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	$19.15
01/02/2012	Fleet # 196662 Name: FUELMAN COUNTY 230	8.187	$26.02

CURRENT PERIOD TOTALS FOR ALL FLEETS	7,057.029	$19,861.84

Customer Electronic 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. For larger accounts and upon request we can arrange for delivery via Secure File Transfer Protocol (SFTP) server maintained by FleetCor.**
- **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.**
- **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 their systems.**

3. TRN 85 Transaction File (File Layout)

Fuelman

CUSTOMER TRANSACTION FILE (TRN85 File Layout)

Field	Text	Start	Finish	Length	FIELD FORMAT
CECLICID	CUSTOMER LICENSEE	1	8	8	NUMERIC
CECUSID	CUSTOMER ID	9	16	8	NUMERIC
CECNAME	CUSTOMER NAME	17	46	30	ALPHANUMERIC
CECBGID	BILL GROUP ID	47	54	8	NUMERIC
CECVGID	VOLUME GROUP ID	55	62	8	NUMERIC
CEHLICID	SHARED LICENSEE	63	70	8	NUMERIC
CESHCUSID	SHARED CUSTOMER ID	71	78	8	NUMERIC
CEPERMIT	CUSTOMER PERMIT	79	94	16	ALPHANUMERIC
CEARPID1	ACCT REP ID	95	101	7	NUMERIC
CEINVDAT	INVOICE DATE	102	109	8	DATE (MM/DD/YY)
CEINVID	INVOICE NUMBER	110	117	8	NUMERIC
CEINVDUED	INVOICE DUE DATE	118	125	8	DATE (MM/DD/YY)
CEMERINV	MERCHANT INVOICE NUMBER	126	137	12	ALPHANUMERI
CEPOID	CUSTOMER PO	138	149	12	ALPHANUMERI
CECTPID	CUSTOMER TYPE ID	150	157	8	NUMERIC
CEVEHID	VEHICLE ID	158	169	12	NUMERIC
CEVEHNO	VEHICLE NUMBER	170	179	10	ALPHANUMERI
CEVDESC	VEHICLE DESC	180	209	30	ALPHANUMERI
CEVDPTN	VEHICLE DEPT NAME	210	239	30	ALPHANUMERI
CEVSUBD	VEHICLE SUBDEPT	240	245	6	NUMERIC
CEEMPID	EMPLOYEE ID	246	257	12	NUMERIC
CEEMPNO	EMPLOYEE NUMBER	258	267	10	ALPHANUMERI
CEEMNAME	EMPLOYEE NAME	268	297	30	ALPHANUMERI
CEEMDPTN	EMPLOYEE DEPT	298	327	30	ALPHANUMERI
CEEMSUBD	EMPLOYEE SUBDEPT	328	333	6	NUMERIC
CESLICID	SITE LICENSEE	334	341	8	NUMERIC
CENWSITID	NETWORK SITE ID	342	349	8	NUMERIC
CESMDESC	SITE DESC	350	379	30	ALPHANUMERI

- **The TRN85 transaction file is available in either Tab delimited or Fixed Length format.**
- **Tab Delimited files are easily opened with Excel and column breaks are recognized.**
- **Fixed Length files are sometimes preferred by programmers for file import or convert applications.**

- **The TRN85 File Layout will be provided in Excel or Word format upon request.**
- **The layout is helpful to programmers writing interface/ conversion applications (for importing data).**

CUSTOMER TRANSACTION FILE (TRN85 File Layout)

Field	Text	Start	Finish	Length	FIELD FORMAT
CESITADD1	SITE ADDRESS	380	419	40	ALPHANUMERIC
CESITCTY	SITE CITY	420	449	30	ALPHANUMERIC
CESITST	SITE STATE	450	451	2	ALPHANUMERIC
CESITZIP	SITE ZIP	452	461	10	NUMERIC
CEDATE	Transaction Date	462	469	8	DATE (MM/DD/YY)
CETIME	Transaction Time	470	474	5	24 Hr numeric only
CEPRODID	PRODUCT ID	475	482	8	NUMERIC
CEPMDESC	PRODUCT DESC	483	512	30	ALPHANUMERIC
CEPRDTYPE	PRODUCT TYPE	513	516	4	ALPHANUMERIC
CEQTY	QUANTITY	517	527	11	NUMERIC
CETRNTYPE	TRANS TYPE	528	537	10	ALPHANUMERIC
CECUSAMT	CUSTOMER AMOUNT	538	550	13	NUMERIC
CECTAX	CUSTOMER TAXES	551	563	13	NUMERIC
CECFTAX	CUSTOMER FEDERAL TAXES	564	576	13	NUMERIC
CECSTAX	CUSTOMER STATE TAXES	577	589	13	NUMERIC
CECOTAX	CUSTOMER OTHER TAXES	590	602	13	NUMERIC
CEVDISC	VOLUME DISCOUNT	603	615	13	NUMERIC
CEODOMETER	ODOMETER	616	627	12	NUMERIC
CEMILES	MILES	628	633	6	NUMERIC
CEAUTHID	AUTHORIZATION ID	634	648	15	ALPHANUMERIC
CEEXCPT	EXCEPTION ID	649	650	2	NUMERIC
CETRXID	TRANSACTION ID	651	662	12	NUMERIC
CETRXNO	TRANSACTION NUMBER	663	668	6	NUMERIC
CEMPG	MILES PER GALLON	669	677	9	NUMERIC
CECSTMIL	COST PER MILE	678	690	13	NUMERIC
CESVCDUE	SERIVCE DUE	691	691	1	ALPHANUMERIC
CERETAILPRICE	RETAIL PRICE	692	704	13	NUMERIC

9

4. Vehicle Management Report (FN04) – Narrative Report Description

Fuelman

Monthly Vehicle Management Report (FN04)

(Report includes Embedded Excel File)

- **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.**
- **Report includes an Embedded Excel Transaction File downloadable directly from the pdf.**
- **Optional Reports are delivered via Web (authorized Login) or via Email.**

The FN04 report is designed much like Fuelman's standard Fleet Management Report (FN02) provided at the 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.**

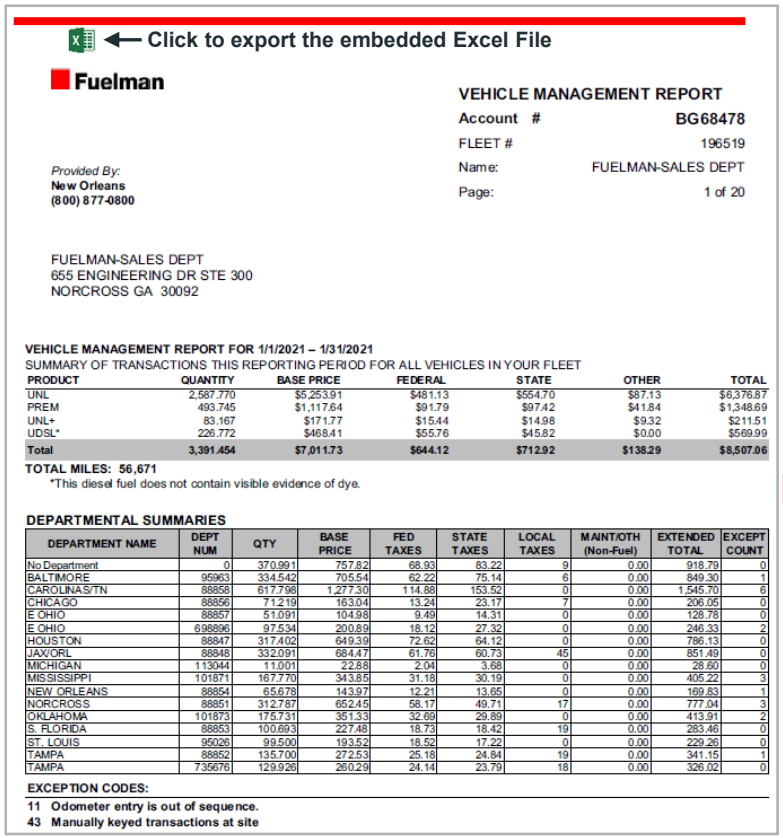
➢ **Embedded Excel Report File –** Most all Fuelman Optional reports have an Embedded Excel File containing all transactions contained in the report. By clicking on the Excel logo at top left corner of the report users can open the Excel file. Column headings in the file match the report headings.

4. Vehicle Management Report (FN04) with Embedded Excel File

Fuelman

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 export the 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 1/1/2021 – 1/31/2021
SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT	QUANTITY	BASE PRICE	FEDERAL	STATE	OTHER	TOTAL
UNL	2,587.770	$5,253.91	$481.13	$554.70	$87.13	$6,376.87
PREM	493.745	$1,117.64	$91.79	$97.42	$41.84	$1,348.69
UNL+	83.167	$171.77	$15.44	$14.98	$9.32	$211.51
UDSL*	226.772	$468.41	$55.76	$45.82	$0.00	$569.99
Total	3,391.454	$7,011.73	$644.12	$712.92	$138.29	$8,507.06

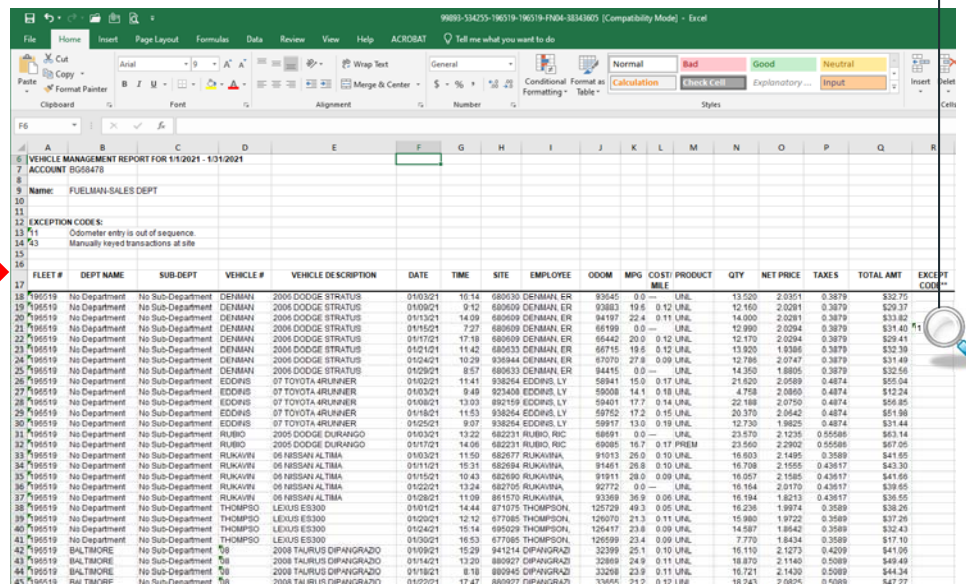
TOTAL MILES: 56,671
*This diesel fuel does not contain visible evidence of dye.

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	370.991	757.82	68.93	83.22	9	0.00	918.79	0
BALTIMORE	95963	334.542	705.54	62.22	75.14	6	0.00	849.30	1
CAROLINAS/TN	88858	617.798	1,277.30	114.88	153.52	0	0.00	1,545.70	6
CHICAGO	88856	71.219	163.04	13.24	23.17	7	0.00	206.05	0
E OHIO	88857	51.091	104.98	9.49	14.31	0	0.00	128.78	0
E OHIO	698896	97.534	200.89	18.12	27.32	0	0.00	246.33	2
HOUSTON	88847	317.402	649.39	72.62	64.12	0	0.00	786.13	0
JAX/ORL	88848	332.091	684.47	61.76	60.73	45	0.00	851.49	0
MICHIGAN	113044	11.001	22.88	2.04	3.68	0	0.00	28.60	0
MISSISSIPPI	101871	167.770	343.65	31.18	30.19	0	0.00	405.22	3
NEW ORLEANS	88854	65.678	143.97	12.21	13.65	0	0.00	169.83	1
NORCROSS	88851	312.767	652.45	58.17	49.71	17	0.00	777.04	3
OKLAHOMA	101873	175.731	351.33	32.69	29.89	0	0.00	413.91	2
S. FLORIDA	88853	100.693	227.48	18.73	18.42	19	0.00	283.46	0
ST. LOUIS	95026	99.500	193.52	18.52	17.22	0	0.00	229.26	0
TAMPA	88852	135.700	272.53	25.18	24.84	19	0.00	341.15	1
TAMPA	735676	129.926	260.29	24.14	23.79	18	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.**





4. Vehicle Management Report (FN04)

- Lists Transactions by Vehicle with Key Summary Totals

Fuelman

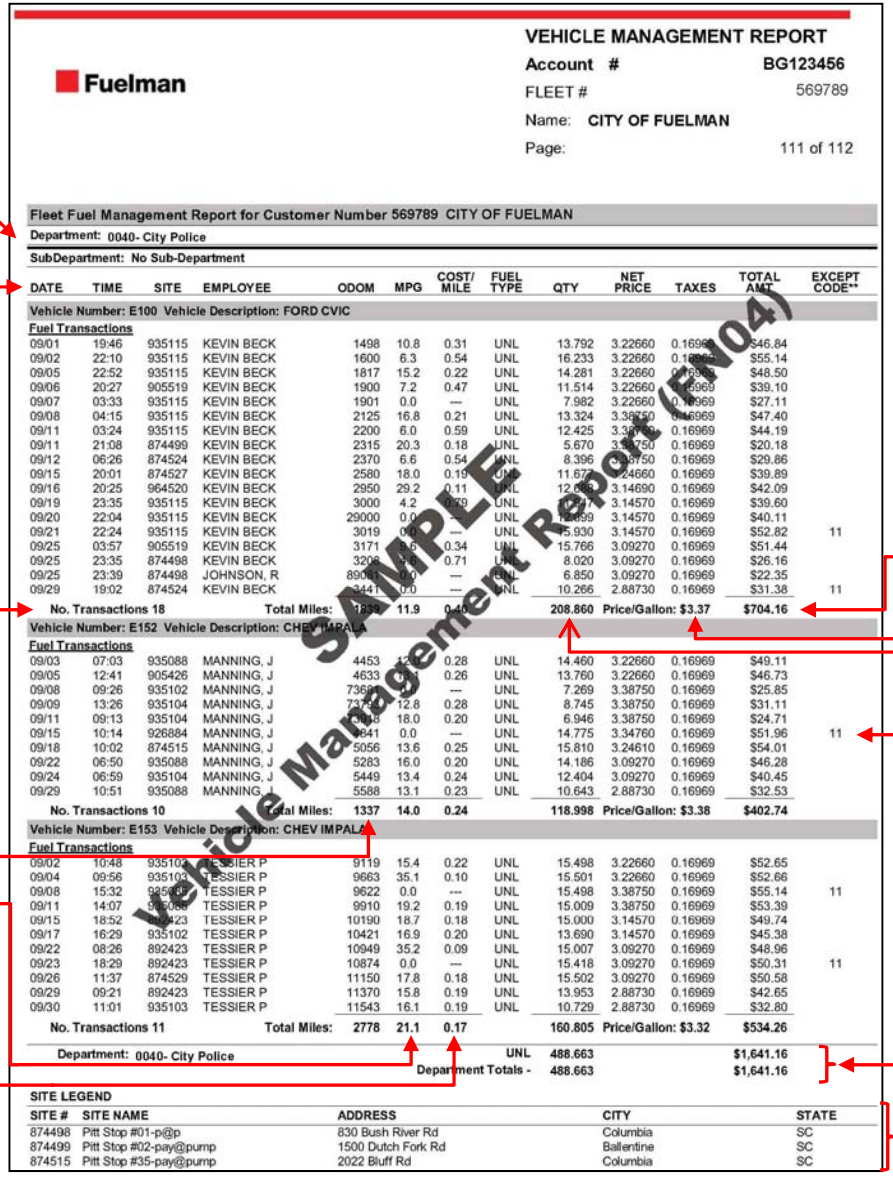
Report is organized by Department and Sub-Department, then by Vehicle Number

For each transaction the report shows:

- Date
- Time
- Site
- Employee
- Odometer
- MPG
- Cost/Mile
- Fuel Type
- Quantity
- Net Price
- Taxes
- Total Amount
- Exception Code

Vehicle Management Report shows Transaction Details by Date and Time as well as key Summary Data subtotaled by Vehicle:

- Count of Transactions
- Odometers & Total Miles
- Average MPG
- Average Cost Per Mile.



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	11.672	3.24660	0.16969	$39.89	
09/16	20:25	964520	KEVIN BECK	2950	29.2	0.11	UNL	12.085	3.14690	0.16969	$42.09	
09/19	23:35	935115	KEVIN BECK	3000	4.2	0.59	UNL	11.247	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	15.930	3.14570	0.16969	$52.82	11
09/25	03:57	905519	KEVIN BECK	3171	4.5	0.34	UNL	15.766	3.09270	0.16969	$51.44	
09/25	23:35	874498	KEVIN BECK	3208	5.1	0.71	UNL	8.020	3.09270	0.16969	$26.16	
09/25	23:39	874498	JOHNSON, R	8901	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:	1853	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	12.1	0.28	UNL	14.460	3.22660	0.16969	$49.11	
09/05	12:41	905426	MANNING, J	4633	18.0	0.26	UNL	13.760	3.22660	0.16969	$46.73	
09/08	09:26	935102	MANNING, J	7360	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	7548	18.0	0.20	UNL	6.946	3.38750	0.16969	$24.71	
09/15	10:14	926884	MANNING, J	9641	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	
09/08	15:32	935088	TESSIER P	9622	0.0	---	UNL	15.498	3.38750	0.16969	$55.14	11
09/11	14:07	935088	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	874529	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							UNL	488.663			$1,641.16	
							Department Totals -	488.663			$1,641.16	

SITE LEGEND

SITE #	SITE NAME	ADDRESS	CITY	STATE
874498	Pitt Stop #01-p@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

SAMPLE Vehicle Management Report (FN04)

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. Employee Management Report (FN03) – Narrative Description

Monthly Employee Management Report (FN03)

(Report includes Embedded Excel File)

- **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 (Authorized secure Web Login) or via Email.**

Like the FN04 report, the FN03 is designed much like the Fleet Management Report (FN02) provided at the 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 Employee for the report period subtotaled.**
2) **Total Count of Transactions for the Employee.**
3) **Total consumption for the report period (gallons & dollars) with the Average Price Per Gallon by the Employee.**
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.

5. Employee Management Report (FN03) w/ Embedded Excel File

Fuelman

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.

CLICK on Excel Icon to Download Embedded Excel Report File

Fuelman

EMPLOYEE MANAGEMENT REPORT

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

Provided By:
New Orleans
(800) 877-0800

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

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
Total	**1,369.925**	**$3,903.14**	**$259.39**	**$315.96**	**$43.56**	**$4,522.05**

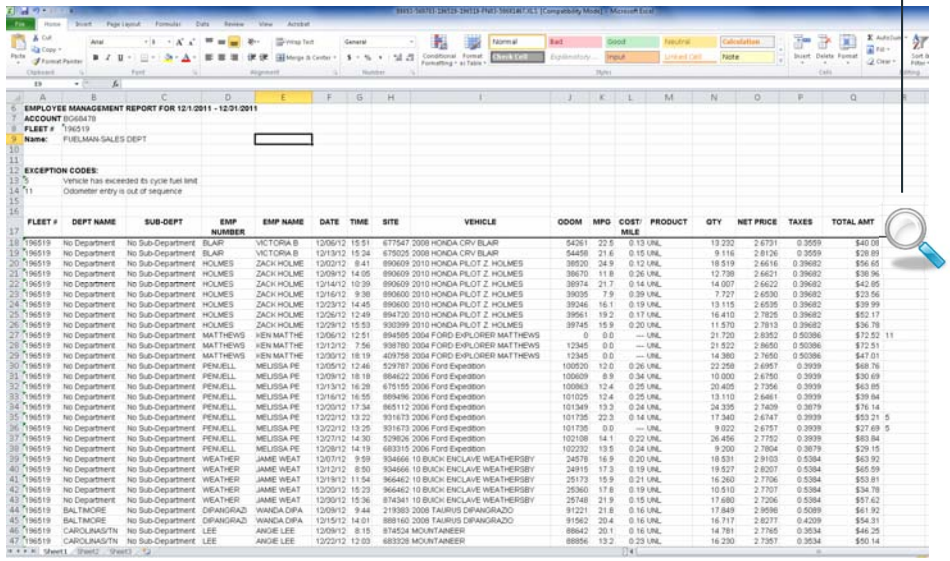
TOTAL MILES: 19,095
*This diesel fuel does not contain visible evidence of dye.

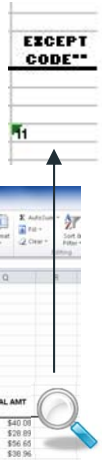
DEPARTMENTAL SUMMARIES

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
CAROLINAS/TN	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	36.49	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

- **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.**



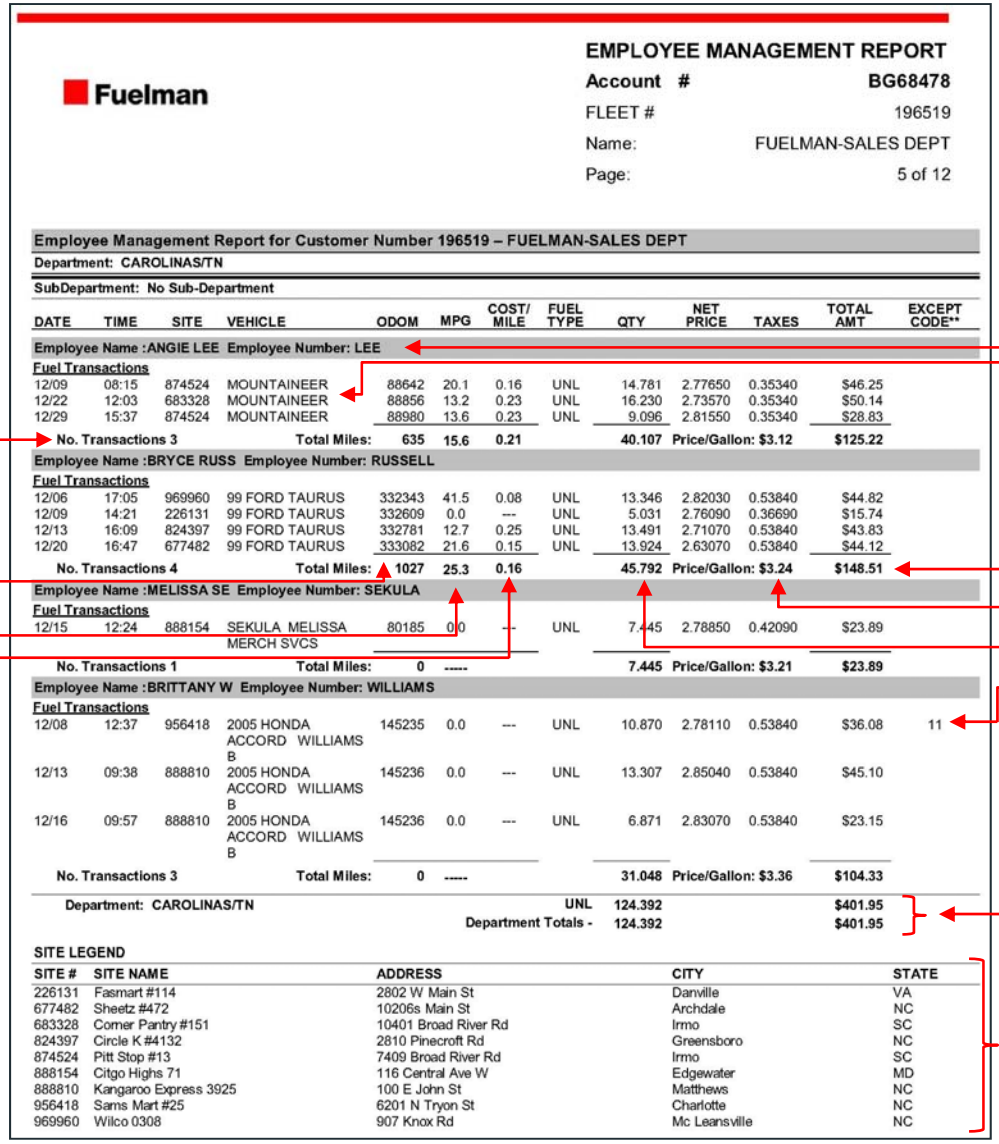


5. Employee Management Report (FN03)
- Lists Transactions by Driver w/ Key Summary Totals

Fuelman

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.



Fuelman

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

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.

Monthly Fuel Management Report (FN05)

(Report includes Embedded Excel File)

- **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 (Authorized secure Web Login) or via Email.**

➢ **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.

6. Fuel Management Report (FN05)
- Lists Fuel Transactions Only by Vehicle w/ Key Summary Totals

Fuelman

CLICK on Excel Icon to Download Embedded Excel Report File

Fuelman

FLEET FUEL MANAGEMENT REPORT

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

Provided By:
New Orleans
(800) 877-0800

FUELMAN-SALES DEPT
655 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	$8.89	$476.82
UDSL*	79.269	$257.03	$19.48	$16.03	$0.00	$292.54
Total	1,369.925	$3,903.14	$259.39	$315.96	$43.56	$4,522.05
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	6	1,300.86	0
BALTIMORE	95963	34.596	100.10	6.43	9.70	0	116.23	0
CAROLINAS/TN	88858	124.392	344.15	23.13	34.67	0	401.95	1
E OHIO	88857	96.392	275.67	17.91	33.24	0	326.82	1
HOUSTON	88847	79.269	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	6.65	7.42	0	126.43	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	139.019	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 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.

The Fleet Fuel Management Report (FN05) is identical to the Vehicle Management Report (FN04) except that it reports Fuel Transactions Only.

Fuelman

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												
Fuel Transactions												
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	
No. Transactions 4			**Total Miles:**	**1027**	**25.3**	**0.12**		**45.792**	**Price/Gallon: $3.24**		**$148.51**	
Vehicle Number: 5563 Vehicle Description: SEKULA MELISSA MERCH SVCS												
Fuel Transactions												
12/15	12:24	888154	MELISSA SE	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**	
Vehicle Number: 5566 Vehicle Description: 2005 HONDA ACCORD WILLIAMS B												
Fuel Transactions												
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	
No. Transactions 3			**Total Miles:**	**0**	**-----**			**31.048**	**Price/Gallon: $3.36**		**$104.33**	
Vehicle Number: 7521 Vehicle Description: MOUNTAINEER												
Fuel Transactions												
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	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**	
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

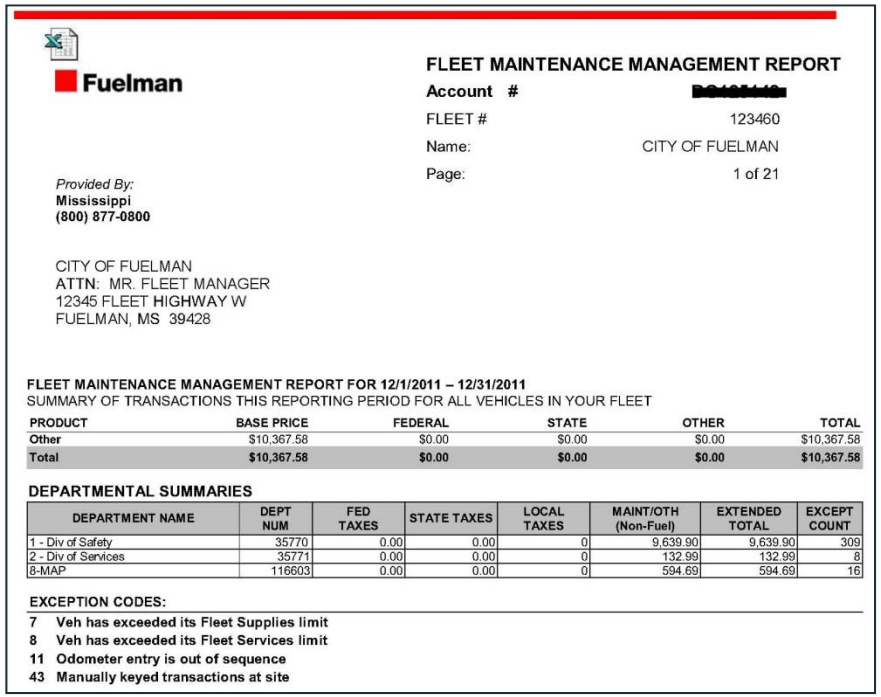
Monthly Maintenance Management Report (FN06)
(Report includes Embedded Excel File)

- **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 (Authorized secure Web Login) or via Email.**

➢ **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.

7. Fleet Maintenance Management Report (FN06)
- Lists Non-Fuel Transactions Only by Vehicle w/ Key Summary Totals

Fuelman



Fuelman

FLEET MAINTENANCE MANAGEMENT REPORT

Account # [redacted]
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
Total	**$10,367.58**	**$0.00**	**$0.00**	**$0.00**	**$10,367.58**

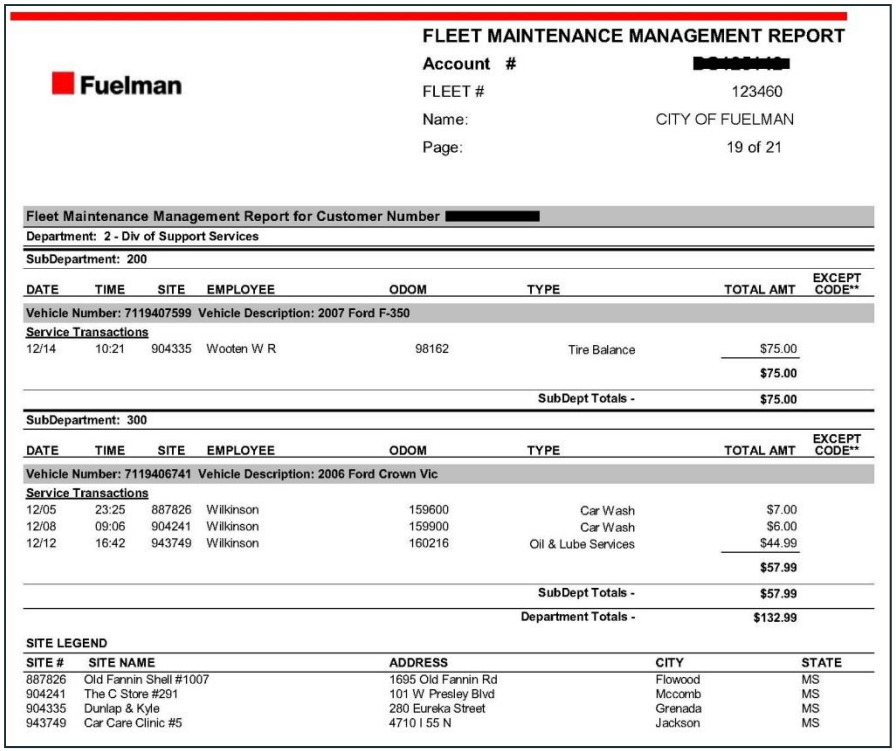
DEPARTMENTAL SUMMARIES

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.



Fuelman

FLEET MAINTENANCE MANAGEMENT REPORT

Account # [redacted]
FLEET # 123460
Name: CITY OF FUELMAN
Page: 19 of 21

Fleet Maintenance Management Report for Customer Number [redacted]

Department: 2 - Div of Support Services

SubDepartment: 200

DATE	TIME	SITE	EMPLOYEE	ODOM	TYPE	TOTAL AMT	EXCEPT CODE**
Vehicle Number: 7119407599 Vehicle Description: 2007 Ford F-350							
Service Transactions							
12/14	10:21	904335	Wooten W R	98162	Tire Balance	$75.00	
						$75.00	
					SubDept Totals -	**$75.00**	

SubDepartment: 300

DATE	TIME	SITE	EMPLOYEE	ODOM	TYPE	TOTAL AMT	EXCEPT CODE**
Vehicle Number: 7119406741 Vehicle Description: 2006 Ford Crown Vic							
Service Transactions							
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	
						$57.99	
					SubDept Totals -	**$57.99**	
					Department Totals -	**$132.99**	

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.

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.**
- **The Tax Management Report is delivered via Web and can only be accessed via Customer's authorized user's on-line logon.**

8. Tax Management Report (FN07)

Fuelman

Report shows Applicable Tax Rates

For each Taxing Authority (i.e. Federal Government and States where fuel transactions occurred) the report shows the applicable Taxes that were billed and for Tax Exempt entities the report shows Taxes Exempted.

Applicable Taxes that were billed and for Tax Exempt entities the report shows the Taxes that were Exempted.

FUELMAN FLEET CARD

Report run on: October 7, 2007 3:30 PM

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**	

SAMPLE Tax Management Report (FN07)

9. Customer Fleet Analysis Report (FN14) – Narrative Description

Fuelman

Monthly Customer Fleet Analysis Report (FN14)

(Report includes Embedded Excel File)

- **This is an Optional Report**
- **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)**
- **Optional Reports are delivered via Web and can only be accessed via Customer's authorized user's on-line FleetNet logon.**

The Fleet Analysis Report provides an easy to review, one line per vehicle report to quickly review the vehicles by department and observe Year-To-Date statistics including:

- Miles Driven for the report period and YTD
- Average Miles Per Gallon for the report period and YTD.
- Fuel Gallons and Dollars for the report period and YTD
- Non-fuel (Maintenance) Dollars for the report period and YTD
- YTD Extended Total Dollars (Fuel and Non-fuel (Maintenance))
- YTD Cost Per Mile by Vehicle
- Department Totals for the Above items
- Report Totals for the entire account for the Above Items
- Product Totals Summary for the Current Report Period
- Summary Table of All for the Report Period including Total Miles, Average Miles Per Gallon, Cost Per Mile, Total Number of Transactions, Total Gallons, Total Dollars.

9. Customer Fleet Analysis Report (FN14)

Fuelman

Example of typical first page of the Customer Fleet Analysis Report

Embedded Excel File icon allows report to be opened in true Excel.

Report shows MTD Summary stats by Vehicle including:
- Miles Driven
- Avg. MPG
- Fuel Gallons
- Fuel Costs
- Non-Fuel Costs

Report shows YTD Summary stats by Vehicle including:
- Miles Driven
- Avg. MPG
- Fuel Gallons
- Fuel Costs
- Non-Fuel Costs
- Extended Total (Fuel & Non-Fuel)
- Cost per Mile includes both Fuel & Non-Fuel)

The report is formatted for one line per vehicle allowing for easy comparisons of MTD and YTD MPG & Cost per Mile by vehicle.

Fuelman

CUSTOMER FLEET ANALYSIS REPORT

Account # BG68478
FLEET # 196519
Name: FUELMAN-SALES DEPT
Page: 1 of 42

CLICK on Excel Icon to Download Embedded Excel Report File

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

9. Customer Fleet Analysis Report (FN14) - Typical Last Page

Fuelman

Example of typical last page of the Customer Fleet Analysis Report

Report shows MTD Summary stats for each Department and totals for the account including:
- Miles Driven
- Avg. MPG
- Fuel Gallons
- Fuel Costs
- Non-Fuel Costs

The report shows important totals by fuel product including:
- Quantity
- No. of Trans.
- Ext. Base Price (Before Tax)
- Tax Totals (Fed, State, Other)
- Extended Total Price

Report shows YTD Summary stats for each Department and totals for the account including:
- Miles Driven
- Avg. MPG
- Fuel Gallons
- Fuel Costs
- Non-Fuel Costs
- Extended Total (Fuel & Non-Fuel)
- Cost per Mile includes both Fuel & Non-Fuel)

Summary tables for all vehicles for the report period shows:
- Total Miles
- Avg. MPG
- Avg. Cost per mile
- # of Transactions
- Total Gallons
- Total Dollars

Fuelman

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	--
Report Total		55,290	16.8	3,292.731	$8,533.88	$0.00	776,317	17.0	45,726.305	$106,558.07	$39.00	$106,597.07	$0.137

Product Totals

				Taxes			
Product	Quantity	No. Trans	Ext Base Price	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
Product Totals	**3,292.731**	**229**	**$8,533.83**	**$0.05**	**$0.00**	**$0.00**	**$8,533.88**

Miles, Quantity and Cost Summary

Total Miles (1)	Avg. Miles Per Gallon (1)	Cost Per Mile (1) (2)
55,290	16.80	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

9. Customer Fleet Analysis Report (FN14) - Embedded Excel File Illustration

Fuelman

Example of typical Embedded Excel File from the FN 14

By clicking on the Excel icon on the pdf Report, your computer will open the FN14 report in true Excel.

Product Totals that are at end of pdf report are shown at the top of the Excel report.

Summary Table showing totals for all vehicles that are at end of pdf report are shown at the top of the Excel report.

Just like the pdf Report the Excel report is formatted for one line per vehicle allowing for easy comparisons of MTD and YTD MPG & Cost per Mile by vehicle.

In Excel the report can be sorted and edited with full power of Excel.

Report shows MTD and YTD Summary stats for each Vehicle and includes Department field. Identical report fields as pdf report including:

- **Miles Driven**
- **Avg. MPG**
- **Fuel Gallons**
- **Fuel Costs**
- **Non-Fuel Costs**
- **Extended Total (Fuel & Non-Fuel)**
- **Cost per Mile includes both Fuel & Non-Fuel)**

Microsoft Excel - 99880-810067-125376-125376-FN14-40099864.XLS

FLEET ANALYSIS REPORT

ACCOUNT # BG126113

Name: MDOT BATESVILLE DISTRICT 2

Date: 11/1/2009 - 12/1/2009

Product Totals				Taxes			Extended Eff Price
Product	Quantity	No. Trans	Ext Base Price	Federal Tax	State Tax	Other Tax	
ULS Diesel	25,001.57	866	$57,667.62	$0.03	$0.00	$0.00	$57,667.65
Unleaded	12,659.32	677	$28,793.57	$0.03	$0.00	$0.00	$28,793.60
NONFUEL	37	37	$1,547.86	$0.00	$0.00	$0.00	$1,547.86
Product Totals	37,697.89	1580	$88,009.05	$0.06	$0.00	$0.00	$88,009.11

Miles, Quantity and Cost Summary					
Total Miles (1)	Avg. Miles Per	Cost Per Mile (1) (2)	# of Transactions	Gallons	Amount
306,337	8.10	0.28	1,543	37,660.89	$86,461.25

NOTES:

(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.

Account Information			Vehicle Information		Month to Date Summary					Year to Date Summary						
FLEET #	DEPT	SUB-DEPT	VEHICLE #	VEHICLE NAME	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)
125376	2200		9011381	PICKUP	1097	16.4	66.756	$151.87	$0.00	14751	13.9	1061.323	$2,045.52	$134.14	$2,179.66	$0.15
125376	2200		8508822	2232 TRUCK DUMP	636	10.9	58.461	$132.63	$0.00	5977	5.6	1063.564	$2,076.67	$0.00	$2,076.67	$0.35
125376	2200		9011380	PICKUP	1024	12.9	79.460	$181.64	$32.71	14046	13.1	1068.532	$2,132.66	$130.84	$2,263.50	$0.16
125376	2200		8503282	2232 TRUCK DUMP	--	--	68.503	$157.88	$0.00	3824	3.6	1063.452	$2,093.71	$0.00	$2,093.71	$0.55
125376	2200		9010011	PICKUP TRUCK	602	11.2	53.540	$122.37	$0.00	12443	11.6	1072.876	$2,120.33	$154.42	$2,274.75	$0.18
125376	2200		8500595	2215 TRUCK DUMP	--	--	0.000	$0.00	$0.00	4272	4.0	1074.593	$1,372.84	$0.00	$1,372.84	$0.46
125376	2200		9007517	PICKUP TRUCK	1150	16.2	71.025	$161.92	$32.71	16685	15.4	1082.220	$2,096.56	$65.42	$2,161.98	$0.13
125376	2200		8500017	TRUCK DUMP	191	4.4	42.362	$98.31	$0.00	2110	1.9	1082.990	$2,032.59	$0.00	$2,032.59	$0.96
125376	2200		9010459	TRUCK PICKUP	882	13.5	65.353	$149.30	$0.00	15443	14.2	1089.332	$2,028.47	$0.00	$2,028.47	$0.13
125376	2200		9010004	PICKUP TRUCK	1588	18.4	86.471	$197.18	$0.00	20031	18.3	1093.261	$2,098.62	$0.00	$2,098.62	$0.11
125376	2200		8500038	International Dump T	136	4.3	31.640	$73.11	$0.00	4763	4.3	1097.432	$1,940.64	$0.00	$1,940.64	$0.41
125376	2200		9000212	Pickup	1084	18.1	59.785	$135.55	$0.00	13544	17.8	1099.208	$2,083.13	$70.54	$2,153.67	$0.11
125376	2200		9010000	PICKUP TRUCK	1018	16.4	62.030	$142.23	$0.00	13756	12.5	1100.694	$2,103.98	$0.00	$2,103.98	$0.15

Exceptions Email or Text Message Alerts

- **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 (or Text Message) as they occur.**
- **Exceptions 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.**

10. Exceptions and Denial Alerts - Available via Email or Text Message

Fuelman

Customers can be set to receive Exceptions and Denial Email or Text Message Alerts so administrators will be notified of Exceptions or Denials hourly!

- **Up to 2 persons per Customer ID can be sent Email Alerts.**
- **Contacts can be customized to only receive alerts they desire to receive.**

Sample Email Alert

Fleet Management Exception Notification

FROM: Fleet Management Card Services

TO: tcarr405@yahoo.com

FROM: Customer Service Dept

TO: Terri Carr tcarr405@yahoo.com
Fuelman Test Diesel Advantage Cust No: 2084404
655 Engineering Dr
suite 300
Norcross, GA 30092

EXCEPTION(S): Odometer entry is out of sequence

DRIVER: EMP 2 Driver No: 9965966
VEHICLE: TEST 2 Vehicle No: 2 Odometer: 20566

LOCATION: SHELL 514 Site No: 871888
5500 SPALDING DR
NORCROSS, GA 30092-2501

TRANSACTION: Date: 11-JUN-2012 Time: 12:55:00 Trans No: 3245
Product Code: 2 Description: Unleaded
Quantity: 6.06 PO No:

If you want to make any changes to your account, they can be submitted by calling Customer Service Dept.

Please do not reply to this message as it is an unattended mailbox.

Customer #

Exception

Driver No. & Vehicle #

Exception

Sample Text Alert

Fuel Exception
FUELMAN TEST TAC
1613335
2864
Card=233450
04/12
12:23
Veh is restricted from purchasing this fuel

STOP 2 quit HELP 4 help

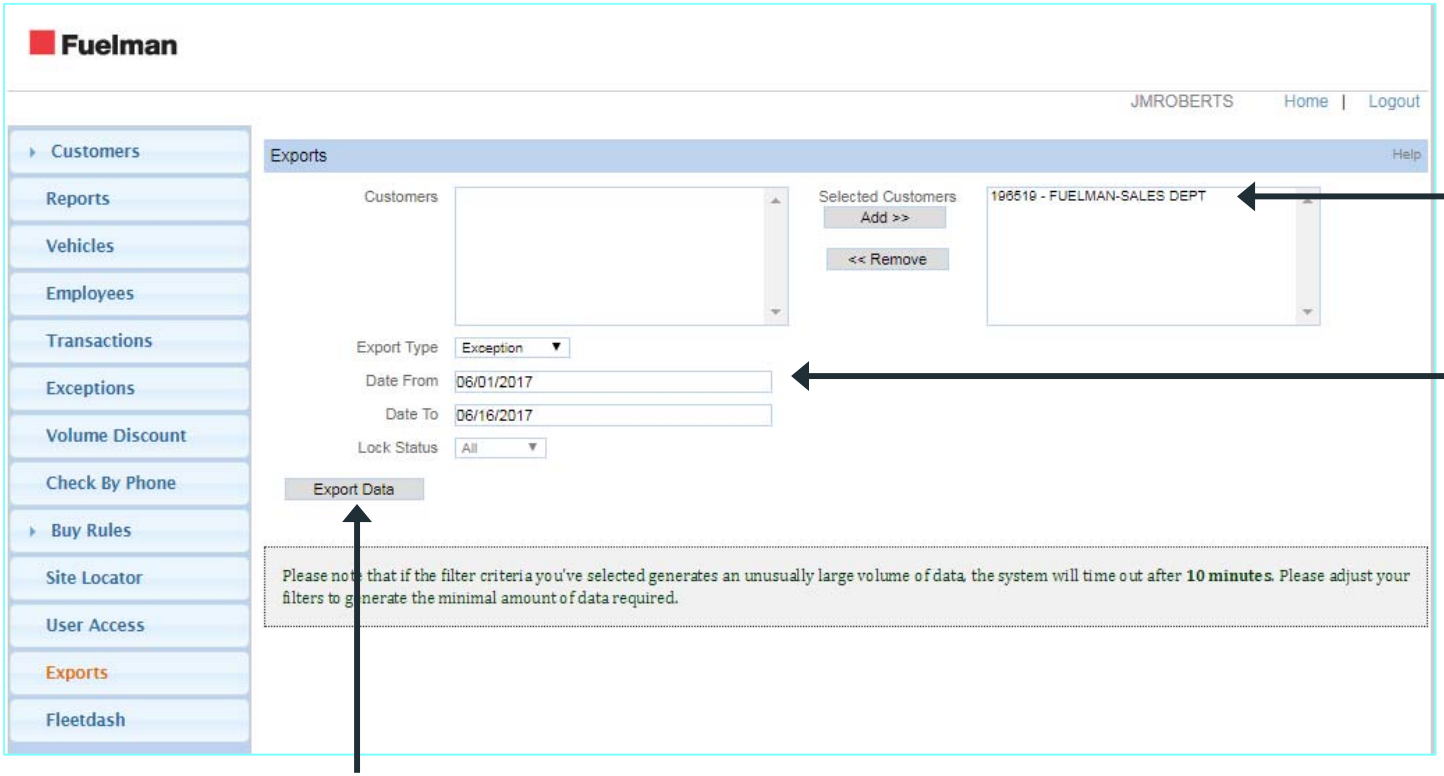
Exceptions Transaction Export Report
(Real Time Download from FleetNetPro)

- **This is an Export available from the online FleetNetPro system. The FleetNetPro User can select "From" and "To" date range and then select "Export Data".**
- **System creates a an Excel file from users browser.**
- **The Excel report provides a quick, concise look at the Driver Exceptions that have occurred.**
- **Exception transactions are listed in Date and Time Order.**
- **The report provides pertinent details including date, time, customer number and name, transaction number, card number, employee number and name, employee department and sub-department, vehicle number and description, Fuelman site number, product code and description, quantity, odometer entered, exception code and full exception description.**

11. Exceptions Transaction Export
- Exported from online FleetNetPro System

Fuelman

Authorized Fleet Contacts can Export Exception Transactions using FleetNetPro.



Select Customers Desired

Select Exception and From and To Dates

Select Export Data

11. Exceptions Transaction Export
- Exported from Online FleetNetPro System

Fuelman

After selecting ‘Export Data’, system downloads an Excel report file from your browser. The fields included and example of the Excel file are shown below.

Columns A through M

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Type	TRX Date (Formatted)	TRX Date (Unformatted)	Time (Formatted)	Time (Unformatted)	Date Posted (Formatted)	Date Posted (Unformatted)	Cust #	Cust Name	Trans #	Card #	Employee #	Employee Name
2	E	6/1/2017	20170601	07:09	709	6/1/2017	20170601	196519	FUELMAN-SALES DEPT	1299473425	707 REDACTED 1333	TIPPETT	SERNIA TIPPETT
3	E	6/1/2017	20170601	09:54	954	6/1/2017	20170601	196519	FUELMAN-SALES DEPT	1299536767	707 REDACTED 2704	MANES	AARON MANES
4	E	6/2/2017	20170602	12:54	1254	6/2/2017	20170602	196519	FUELMAN-SALES DEPT	1299829708	707 REDACTED 3559	LOZANO	LOUIE LOZANO
5	E	6/2/2017	20170602	16:23	1623	6/2/2017	20170602	196519	FUELMAN-SALES DEPT	1299880218	707 REDACTED 7583	THOMPSON	SHARON THOMPSON
6	E	6/6/2017	20170606	10:47	1047	6/6/2017	20170606	196519	FUELMAN-SALES DEPT	1300490933	707 REDACTED 4346	JSTONE	JEFF STONE 2
7	E	6/7/2017	20170607	17:23	1723	6/7/2017	20170607	196519	FUELMAN-SALES DEPT	1300836418	707 REDACTED 4662	DIPANGRAZI	WANDA DIPANGRAZIO
8	E	6/8/2017	20170608	16:14	1614	6/8/2017	20170608	196519	FUELMAN-SALES DEPT	1301085099	707 REDACTED 3559	LOZANO	LOUIE LOZANO
9	E	6/9/2017	20170609	13:29	1329	6/9/2017	20170609	196519	FUELMAN-SALES DEPT	1301304900	707 REDACTED 2704	MANES	AARON MANES
10	E	6/12/2017	20170612	10:31	1031	6/12/2017	20170612	196519	FUELMAN-SALES DEPT	1301724634	707 REDACTED 1333	TIPPETT	SERNIA TIPPETT
11	E	6/12/2017	20170612	11:35	1135	6/12/2017	20170612	196519	FUELMAN-SALES DEPT	1301737761	707 REDACTED 4346	JSTONE	JEFF STONE 2
12	E	6/14/2017	20170614	16:47	1647	6/14/2017	20170614	196519	FUELMAN-SALES DEPT	1302326452	707 REDACTED 2704	MANES	AARON MANES
13	E	6/15/2017	20170615	11:44	1144	6/15/2017	20170615	196519	FUELMAN-SALES DEPT	1302503027	707 REDACTED 1333	TIPPETT	SERNIA TIPPETT

Columns N through X

Report shows full Exception Description

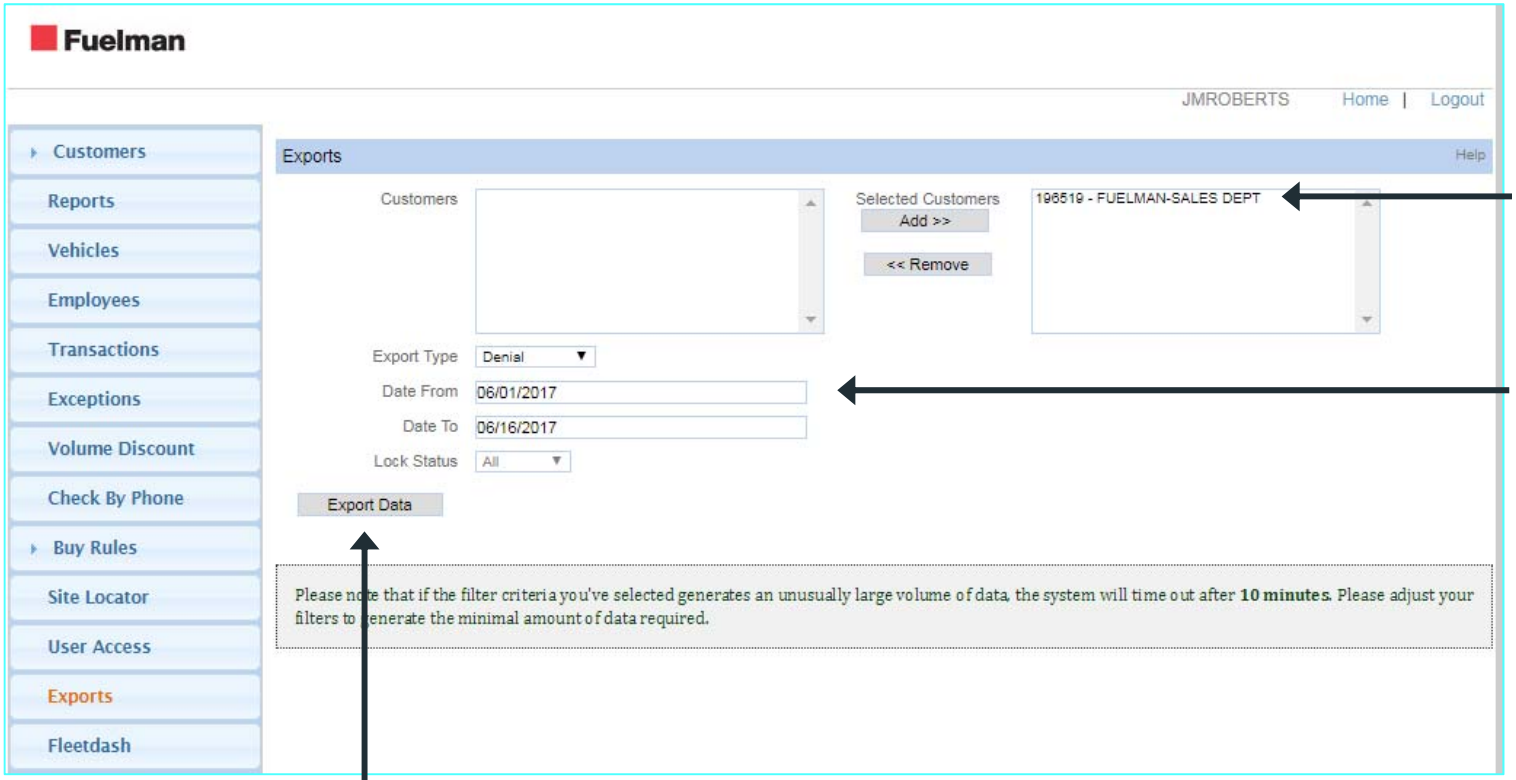
N	O	P	Q	R	S	T	U	V	W	X
Department	Sub Department	Vehicle #	Vehicle Description	Site #	Product Code	Product Description	Qty	Odometer #	Exception Code	Exception Description
CAROLINAS/TN		7522	05 - BMW X3 - TIPPETT	340399	2	Unleaded	8.402	7000	108011	Odometer entry is out of sequence
FIELD - AUSTIN		7532	13 FORD F150 - MANES	695492	2	Unleaded	21.44	73223	108005	Vehicle has exceeded its cycle fuel limit
FIELD - AUSTIN		7534	04 DODGE RAM - LOZANO	695654	2	Unleaded	3.722	188077	108005	Vehicle has exceeded its cycle fuel limit
ST. LOUIS		215487	2010 MAZDA CX-7 THOMPSON	885664	2	Unleaded	9.464	62000	108005	Vehicle has exceeded its cycle fuel limit
EASTERN DISTRICT		7540	13 LINCOLN MXZ - STONE	414819	2	Unleaded	14.1	38691	108011	Odometer entry is out of sequence
		5592	2012 ACURA TSX DIPANGRAZIO	219403	2	Unleaded	15.27	999	108011	Odometer entry is out of sequence
FIELD - AUSTIN		7534	04 DODGE RAM - LOZANO	695629	2	Unleaded	13.47	188361	108005	Vehicle has exceeded its cycle fuel limit
FIELD - AUSTIN		7532	13 FORD F150 - MANES	695880	2	Unleaded	16.83	73939	108005	Vehicle has exceeded its cycle fuel limit
CAROLINAS/TN		7522	05 - BMW X3 - TIPPETT	742589	2	Unleaded	6.073	8200	108011	Odometer entry is out of sequence
EASTERN DISTRICT		7540	13 LINCOLN MXZ - STONE	418802	2	Unleaded	14.87	39265	108011	Odometer entry is out of sequence
FIELD - AUSTIN		7532	13 FORD F150 - MANES	695861	2	Unleaded	14.77	74750	108005	Vehicle has exceeded its cycle fuel limit
CAROLINAS/TN		7522	05 - BMW X3 - TIPPETT	340399	2	Unleaded	8.613	9100	108011	Odometer entry is out of sequence

Denial Transaction Export Report
(Download from FleetNetPro)

- **This is an Export available from the online FleetNetPro system. The FleetNetPro User can select "From" and "To" date range and then select "Export Data".**
- **System creates a an Excel file from users browser.**
- **The Excel report provides a quick, concise look at the Denied/Declined transactions that have occurred and Denial reasons.**
- **Exception transactions are listed in Date and Time Order.**
- **The report provides pertinent details including date, time, customer number and name, card number, employee number and name, employee department and sub-department, vehicle number and description, Fuelman site number, product code and description, odometer entered, exception code and full exception description, which is the Denial/Decline Reason.**
- **The Denial Export 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.**

12. Denial Transaction Export (Download from FleetNetPro)
- Exported from online FleetNetPro System

Authorized Fleet Contacts can Export Denial Transactions using FleetNetPro.



Select Customers Desired

Select Denial and From and To Dates

Select Export Data

12. Denial Transaction Export
- Exported from online FleetNetPro System

Fuelman

After selecting ‘Export Data’, system downloads an Excel report file from your browser. The fields included and example of the Excel file are shown below.

Columns A through J

	A	B	C	D	E	F	G	H	I	J
1	Type	Transaction Date (Formatted)	Transaction Date (Unformatted)	Time (Formatted)	Time (Unformatted)	Customer ID	Customer Name	Card #	Employee #	Employee Name
2	D	1-Jun-17	20170601	10:22	1022	196519	FUELMAN-SALES DEPT	707 REDACTED 3559		
3	D	1-Jun-17	20170601	10:23	1023	196519	FUELMAN-SALES DEPT	707 REDACTED 3559		
4	D	2-Jun-17	20170602	12:05	1205	196519	FUELMAN-SALES DEPT	707 REDACTED 2705		
5	D	2-Jun-17	20170602	12:06	1206	196519	FUELMAN-SALES DEPT	707 REDACTED 2705		
6	D	5-Jun-17	20170605	11:02	1102	196519	FUELMAN-SALES DEPT	707 REDACTED 4535		
7	D	9-Jun-17	20170609	15:11	1511	196519	FUELMAN-SALES DEPT	707 REDACTED 2701		
8	D	9-Jun-17	20170609	15:12	1512	196519	FUELMAN-SALES DEPT	707 REDACTED 2701		
9	D	12-Jun-17	20170612	11:31	1131	196519	FUELMAN-SALES DEPT	707 REDACTED 4346		
10	D	14-Jun-17	20170614	11:19	1119	196519	FUELMAN-SALES DEPT	707 REDACTED 0975		

Report shows full Exception (Denial) Description

Columns K through T

	K	L	M	N	O	P	Q	R	S	T
1	Department ID	Sub Department #	Vehicle #	Vehicle Description	Site #	Product Code	Product Description	Odometer	Exception Code	Exception Description
2			7534	04 DODGE RAM - LOZANO	336442	1	Regular	187984	E	Vehicle has exceeded its cycle fuel limit
3			7534	04 DODGE RAM - LOZANO	336442	1	Regular	187984	E	Vehicle has exceeded its cycle fuel limit
4			7531	13 HYUNDAI - DOPSON				119470		Site/data not found for the given site number.
5			7531	13 HYUNDAI - DOPSON				119470		Site/data not found for the given site number.
6			5591	CHRYSLER 300 AGAMIE		1	Regular	147192		Site/data not found for the given site number.
7			7535	09 TOYOTA TACOMA - RAMIREZ	682960	2	Unleaded	1111		Employee card not found.
8			7535	09 TOYOTA TACOMA - RAMIREZ	682960	2	Unleaded	1111		Employee card not found.
9			7540	13 LINCOLN MXZ - STONE	418802	6	Alt Fuel	39865		Employee card not found.
10			5594	2014 Hyundai Elantra - PORRO	332417	1	Regular	22500		Employee card not found.

13. Real Time Transaction Export Available at FleetNetPro

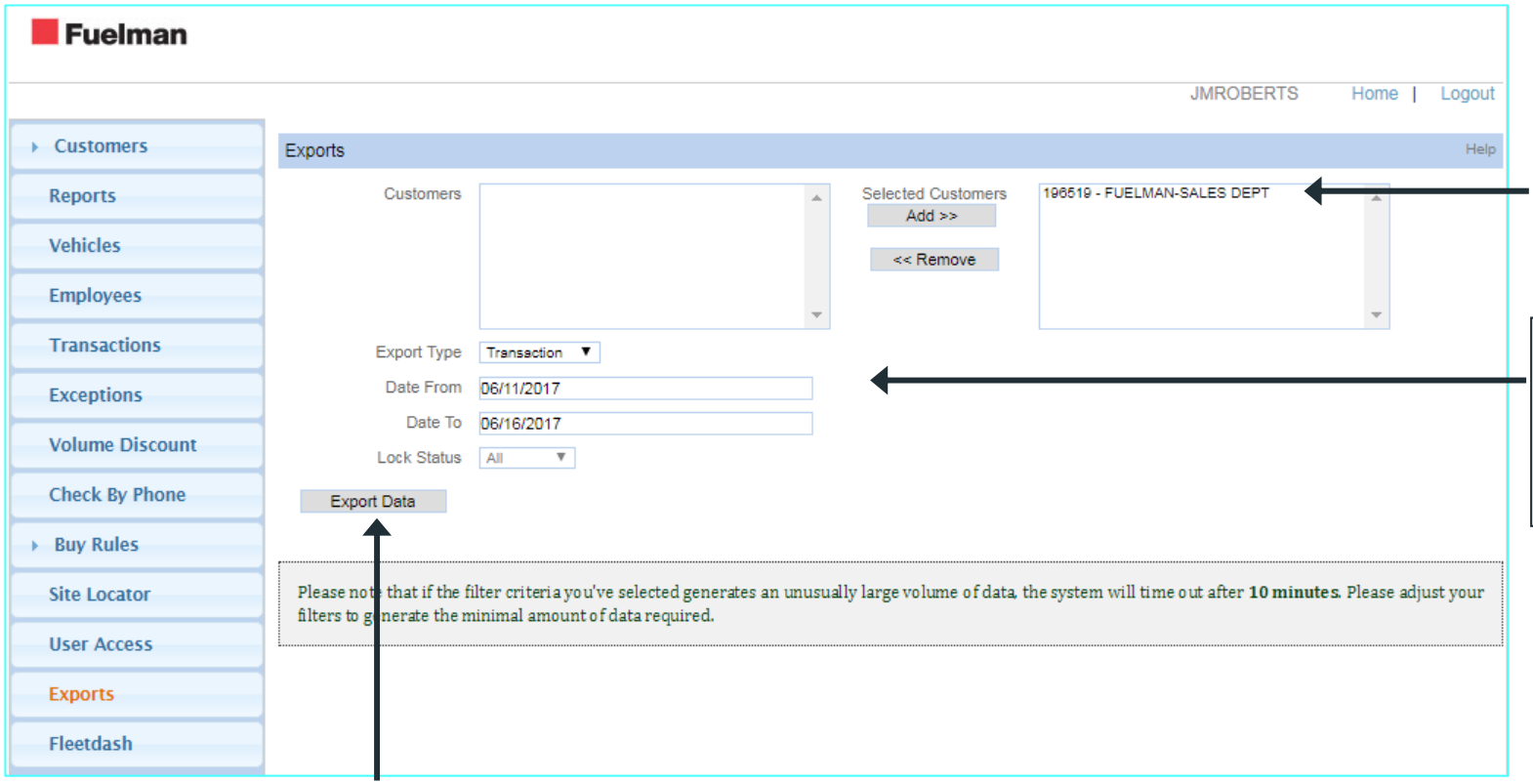
Real Time Transaction Data Export
(Download from FleetNetPro)

- **This is an Export available from the online FleetNetPro system. The FleetNetPro User can select “From” and “To” date range and then select “Export Data”.**
- **System creates a an Excel file from users browser.**
- **The Excel report provides a great transaction report users may find helpful.**
- **Exception transactions are listed in Date and Time Order.**
- **The report provides pertinent details including customer number and name, date, time, transaction number, transaction type, card number, employee number and name, vehicle number and description, Fuelman site number, site name, site address/city/state/zip, product code and description, quantity, price, amount, odometer entered, federal excise tax, state/local tax, other tax, authorization code, and vehicle department name.**

13. Real Time Transaction Export
- Exported from online FleetNetPro System

Fuelman

Authorized Fleet Contacts using their secure FleetNetPro logon can Export Transactions to Excel. This is Real Time Data.



Select Customers Desired

Select Transaction and From and To Dates

Select Export Data

13. Real Time Transaction Export
- Exported from online FleetNetPro System

Fuelman

After selecting ‘Export Data’, system downloads an Excel report file from your browser. The fields included and example of the Excel file are shown below.

Columns A through O

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	Cust #	Cust Name	TRX Date (Formatted)	TRX Date (Unformatted)	Time (Formatted)	Time (Unformatted)	Date Posted (Formatted)	Date Posted (Unformatted)	Trans #	Trans Type	Card #	Employee #	Employee Name	Vehicle #	Vehicle Description
2	196519	FUELMAN-SALES DEPT	6/14/2017	20170614	15:12	1512	6/14/2017	20170614	1302287652	SALE	707 REDACTED 4346	JSTONE	JEFF STONE 2	7540	13 LINCOLN MXZ - STONE
3	196519	FUELMAN-SALES DEPT	6/14/2017	20170614	16:47	1647	6/14/2017	20170614	1302326452	SALE	707 REDACTED 2704	MANES	AARON MANES	7532	13 FORD F150 - MANES
4	196519	FUELMAN-SALES DEPT	6/14/2017	20170614	18:58	1858	6/14/2017	20170614	1302339720	SALE	707 REDACTED 3570	GILLANDERS	MIKE GILLANDERS	7535	13 HYUNDAI - GILLANDERS
5	196519	FUELMAN-SALES DEPT	6/14/2017	20170614	18:58	1858	6/14/2017	20170614	1302340203	SALE	707 REDACTED 1333	TIPPETT	SERNIA TIPPETT	7522	05 - BMW X3 - TIPPETT
6	196519	FUELMAN-SALES DEPT	6/15/2017	20170615	09:45	945	6/15/2017	20170615	1302489900	SALE	707 REDACTED 4067	EVANS	CHRIS EVANS	7538	10 JEEP WRANGLER - EVANS
7	196519	FUELMAN-SALES DEPT	6/15/2017	20170615	11:05	1105	6/15/2017	20170615	1302507115	SALE	707 REDACTED 2244	IRMITER	JOSEPH IRMITER	7527	14 SUBARU FORESTER - IRMITER
8	196519	FUELMAN-SALES DEPT	6/15/2017	20170615	11:44	1144	6/15/2017	20170615	1302503027	SALE	707 REDACTED 1333	TIPPETT	SERNIA TIPPETT	7522	05 - BMW X3 - TIPPETT
9	196519	FUELMAN-SALES DEPT	6/15/2017	20170615	13:45	1345	6/15/2017	20170615	1302542668	SALE	707 REDACTED 2243	BAIL	JILL BAIL	7528	10 HONDA ODYSSEY - BAIL
10	196519	FUELMAN-SALES DEPT	6/15/2017	20170615	15:56	1556	6/15/2017	20170615	1302571868	SALE	707 REDACTED 8146	BRUNO	KELLY BRUNO	5599	08 PONTIAC TORRENT - BRUNO
11	196519	FUELMAN-SALES DEPT	6/15/2017	20170615	18:43	1843	6/15/2017	20170615	1302632964	SALE	707 REDACTED 4066	PETRUS	KATY PETRUS	7539	08 HONDA ACCORD - PETRUS
12	196519	FUELMAN-SALES DEPT	6/16/2017	20170616	08:39	839	6/16/2017	20170616	1302716387	SALE	707 REDACTED 1186	HARDON	CHUCK HARDON	5591	2013 DODGE CHARGER - HARDON

Columns P through AG

	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG
1	Site #	Site Name	Site Address	Site City	Site State	Site Zip	Product Code	Product Description	Qty	Price	Amount	Odometer #	Federal Excise Tax	State/Local Excise Tax	Other Tax	Authorization Code	Cust Ref No	Vehicle Department Name
2	979531	MURPHY USA #7389	1440 HUDSON BRIDGE RD	STOCKBRIDGE	GA	30281	2	Unleaded	14.538	2.079	31.67	39590	2.7	4.77	0	X732092		EASTERN DISTRICT
3	695861	STRIPES #9438	4101 AGNES ST	CORPUS CHRISTI	TX	78405-3317	2	Unleaded	14.769	2.099	32.48	74750	2.74	2.96		X760434		FIELD - AUSTIN
4	887267	CIRCLE K #0773	429 WADE HAMPTON BLVD	GREENVILLE	SC	29609-4935	2	Unleaded	18.314	1.859	35.88	99999	3.41	3.07		X770919		CAROLINAS/TN
5	340385	WEIGELS # 63	9729 MIDDLEBROOK PIKE	KNOXVILLE	TN	37931	5	ULS Diesel	15.472	2.359	38.05	100000	3.81	2.8		X770836		CAROLINAS/TN
6	680348	BUC-EE'S #32	27106 HIGHWAY 290	CYPRESS	TX	77433-4930	2	Unleaded	17.245	1.979	35.85	112793	3.22	3.47		F855662		TXOKLA
7	978356	THORNTON'S #314	601 ROUTE 83	BENSENVILLE	IL	60106	2	Unleaded	8.111	2.429	20.51	55891	1.51	1.95	1.13	F870121		CHICAGO
8	340399	WEIGELS # 74	1405 LOVELL RD	KNOXVILLE	TN	37932	2	Unleaded	8.613	1.989	17.99	9100	1.61	1.82		X866591		CAROLINAS/TN
9	332634	CASEY'S #3436	9501 W 135TH ST	OVERLAND PARK	KS	66221	71	Unleaded 10% Ethanol	13.719	2.159	30.99	109522	2.55	3.43		F899462		KANSAS
10	342569	CIRCLE K #3756	70325 HIGHWAY 21	COVINGTON	LA	70433-7150	2	Unleaded	17.502	2.059	37.79	151526	3.26	3.64		F924217		
11	410405	TETCO #652	6001 W PARKER RD	PLANO	TX	75093	2	Unleaded	17.364	2.199	39.92	184715	3.24	3.49		F948952		TXOKLA
12	418684	OM PARKASH DBA	3816 WASHINGTON RD	ATLANTA	GA	30344-6202	3	Premium	11.392	3.249	38.15	42672	2.11	3.75	0	F999652		

EXHIBIT 2

Comdata MasterCard Reporting Services Overview

Comdata MasterCard - Reporting Services Overview

The Comdata system will provide reporting through the following approaches:

- **Effective Reporting at Billing (for AP processing)**
  - Consolidated Invoice
  - MasterCard Management Report - Billing Details Report for MasterCard transactions.
  - Comdata Direct Management Report – Billing Detail Report for all Comdata Direct Proprietary transactions (primarily diesel at truck stops).
  - FOR TAX EXEMPT BILLING - Currently, we utilize a fulfillment vendor (Mansfield Oil) to assist with this task. Tax Exempt invoices and billing reports are typically emailed to registered billing contacts on the accounts. Additionally, we provide a web portal at Mansfield's FuelNet portal, available at the Mansfield website (https://mansfield.energy/), where customers can download reports and invoices.
  - Enhanced Mobile Fuel Management Report – Transaction details & Summary Report.
  - Comprehensive Transaction Data File (AC30), secure FTP delivery available.
- **Critical Fleet and Transaction Data.** The ability to capture and report critical data in electronic format is important. With Comdata you'll receive:
  - The Comdata system can capture/report over a hundred unique data fields on every transaction.
  - Level 3 data on most transactions
  - Valuable Exceptions Reporting (As frequent as daily)
- **Additional Comprehensive Reporting Capability from Business Intelligence and other special purpose online reporting applications exclusively from Comdata.** Comdata will provide a rich assortment of canned reports, customized reports and special purpose or dashboard analytics online reporting applications.
  - The majority of day-to-day reporting either emailed to customers or accessible through iConnectdata (reportQ > Quick Reports) is provided from our Business Intelligence system, powered by Business Objects, a multi-million dollar state-of-the-art reporting engine.
  - Other strategic online reporting applications are available either free of charge or through subscription, such as Comdata FleetAdvance, Comdata OneLook, or Smart Buy.

Receive reports in following methods:

1. **Business Intelligence (BI) Scheduled Reporting.**
   - More than 16 reports in our BI Library, already programmed and readily available for scheduled delivery, which typically occurs via email to designated recipients.
   - We can adjust or customize BI Reporting to meet your data needs and desired frequency.
   - The BI Library reports are characterized as being Transaction Driven, Summary Driven, and Account Driven Reports.
   - **Under TABLE 1** attached find a list of the BI Library Reports by category, with narrative report descriptions. **Samples of Reports can be provided upon request.**

2. **On-demand, online Quick Reports through iConnectdata.com.**
   - Access to Quick Reports via iConnect logon (reportQ)

- More than 100 on demand, pre-programmed reports supporting Comdata's business lines are available at reportQ via iConnect logon.
- Users can select desired date ranges for the report then system creates the report.
- Transaction history going back longer than 5 to 7 years is available at reportQ.
- The reportQ home screen categorizes the Quick Reports for the many segments of reports and uses for Comdata payment programs
- **Under Table 2** attached find a list of the available Quick Reports with narrative descriptions.
- **Samples of Reports can be provided upon request.**

3. **Comdata FleetAdvance including Mobile App.**
   - Managers (Users) with access to iConnect, access FleetAdvance by clicking on a QuickLink at their iConnect home screen, which launches this exciting web-based reporting console built on mapping technology.
   - FleetAdvance is available through subscription.
   - FleetAdvance is a valuable tool for scoring success by your drivers for buying at lowest priced stations and managing driver purchasing behaviors.
   - The mobile app allows Drivers to search for nearby stations and identify lowest priced.
   - FleetAdvance provides an industry-leading price optimization tool for companies to continuously review driver performance and improve savings.
   - **In a section that follows, we provide more comprehensive explanations about FleetAdvance.**

4. **Comdata OneLook Dashboard Analytics System.**
   - OneLook is Comdata's recently released dashboard data analytics application. OneLook is available through subscription.
   - Managers (Users) granted access to OneLook access it through their normal login to iConnectdata.com by selecting Reporting from the main navigation bar, then select Comdata OneLook.
   - **In a section that follows, we provide more comprehensive explanations about OneLook.**

5. **Smart Buy (for Finding Low Priced Stations).**
   - Comdata's original tool created for clients to find lowest priced stations, to help them continuously improve savings by buying smarter.
   - Smart Buy is provided free of charge.
   - Managers (Users) granted access to iConnect, can access the Smart Buy application by selecting FIND from the main navigation bar, then select SmartBuy.
   - **In a section that follows, we provide more comprehensive explanations about Smart Buy.**

TABLE 1 – BUSINESS INTELLIGENCE (BI) REPORTING LIBRARY (Scheduled Reporting)

- Listed below are a few of our most popular customized BI reports available.
- BI Reports may be customized to meet customer's specific needs or frequency. The reports are scheduled for delivery via email.

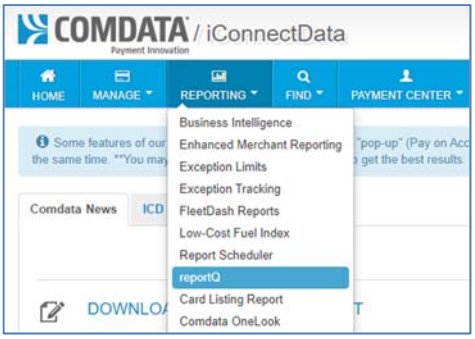
BI Library Report Name	Custom BI Report Narrative Report Description	Delivery Method	Available Frequency
TRANSACTION DRIVEN REPORTS (Business Intelligence Reporting Library)			
1) Transactions by Card	Fleet Management Report showing all transactions in one report by Card (Driver or Vehicle card). For each transaction the report shows: Date, Time, Merchant Name, Merchant City/State, Prior and Current Mileage Reading, Miles Driven, MPG, Product Type, Quantity, Dollar Amount, and Exception Code.	Email	Cust. Defined: BC, Daily, Wkly, Monthly
2) Transactions by Prompted ID	Fleet Management Report showing all transactions in one report by Prompted ID (by Vehicle Unit # for Driver Cards, or by Driver Name for Vehicle Cards). For each transaction the report shows: Date, Time, Card #, Cardholder last name or Unit # (if Veh. Card), Merch. Name, Merch City/State, Prior & Current Mileage Reading, Miles Driven, MPG, Product Type, Quantity, Amount, Exception Code.	Email	Cust. Defined: BC, Daily, Wkly, Monthly
3) Transactions by Card V2	Report similar to first listed Transactions by Card Report, however this report adds the following fields: Post Date, Employee #, Vehicle Unit #, Cost Per Mile, Price Per Gallon.	Email	Cust. Defined: BC, Daily, Wkly, Monthly
4) Transactions by Prompted ID V2	Report similar to the first listed Transactions by Prompted ID Report, however this report adds the following fields: Post Date, Employee #, PIN #, PIN Name, Price Per Gallon.	Email	Cust. Defined: BC, Daily, Wkly, Monthly
5) Weekly Transactions By Driver Weekly	Report lists transactions by Driver Card by Week Number. For each transaction the report shows: Date, Time, Post Date, Merchant Name, Merchant City/State, Vehicle Unit #, Prior and Current Mileage, Miles Driven, MPG, Product Type, PPG, Quantity, and Dollar Amount.	Email	Weekly
6) Summary By Customer ID	For customers that have multiple Customer IDs this report lists transactions by Cust ID and provides subtotals for each. For each transaction the report shows: Cust. Name, Cust. ID, Card #, Date, Time, Posted Date, Cardholder Last Name (or Veh. Unit # on Card), PPG, Quantity, Total Amount	Email	Cust. Defined: BC, Daily, Wkly, Monthly
SUMMARY DRIVEN REPORTS (Business Intelligence Reporting Library)			
7) Summary By Customer ID with Transaction Detail	For customers that have multiple Customer IDs and hierarchies (departments) this report lists transactions by Customer Name/ID, with Hierarchy Name (department) subtotals. The transactions are listed separately for each Vehicle then separated by Driver Name under each vehicle. For each transaction the report shows: Date, Time, Posted Date, Merchant City/ State, Merchant Chain Description, Card Number, Card Name, Current Mileage, Product Description, Quantity, PPG, and Total Amount. A summary tab shows summary totals by hierarchy (Quantity and Total Amount Due)	Email	Semi-Monthly, Monthly Weekly
8) Merchant Chain Break Down By Customer ID	For each Customer ID this report shows Transaction Count, Quantity and Total Dollar Amount by Merchant Chain Description, by hierarchy name (department).	Email	Semi-Monthly, Monthly Weekly
9) Merchant Chain Percentage	Designed for Customers using Hierarchy Levels, this report subtotals for each hierarchy level, the Transaction Count and Percentage of Trans. by Customer ID by Merch. Chain Description.	Email	Semi-Monthly, Monthly Weekly
10) Driver Quarterly Results	This report shows by Driver Name the total gals & dollars spent by quarter, then YTD summary	Email	Quarterly
11) Expense Summary	A simple summary report showing for the report period, the Expense summary (grand total dollars for fuel, maintenance, other, & total w/ total gallons). Also shows the grand total count of exceptions by exception type.	Email	Semi-Monthly, Monthly Weekly

BI Library Report Name	Custom BI Report Narrative Report Description	Delivery Method	Available Frequency
ACCOUNT DRIVEN REPORTS (Business Intelligence Reporting Library)			
12) Account Level Expenses By Week	This report provides a simple summary table for each account code (department) showing by Week, the Total Quantity and Total Due Amount. Report can be run for month, quarter or year.	Email	Month, Quarter, or Year
13) YTD By Cust ID Report	This report provides summary tables breaking down total quantity and amount spent by customer ID by month with YTD totals.	Email	Monthly
14) YTD Summary Comparison	Report compares from one year to prior year (by Account) the # of vehicles, Gals & Avg. gals per vehicle, dol. amount, avg. cost per veh., avg. cost per gal. Shows totals by month and includes grand totals & overall averages by year. A great report for comparing year over year changes at summary account level, looks at change in consumption with key metrics (fleet size).	Email	Monthly
15) Account Level Report	Report includes separate tabs for Financial Summary, Site Analysis, Vehicle Analysis and Vehicle Exceptions.	Email	Semi-Monthly, Monthly Weekly
16) Excise Tax Report	Report list gals purchased by State by Fuel Type & Zip. Using tax rate schedules published by the taxing jurisdictions we calculate the State Excise Tax, Federal Excise Tax and Total Excise Tax dollars by fuel type. The per gal State & Fed Gas/ Diesel Excise Tax Rates for calc. are shown.	Email	Semi-Monthly, Monthly Weekly

On-demand Quick Reports through iConnect.

Authorized administrators and managers with access to iConnect will follow the easy steps outlined below to create reportQ Quick Reports online through the iConnect system.

- **At the iConnect home page, access reportQ from the main navigation bar by selecting Reporting, then reportQ.**



- **The available Quick Reports list displays (see next page for example).** The Quick Reports home screen categorizes the Quick Reports into payment program segments and various business uses for Comdata payment programs, including:

  - Administration
  - Cardholder
  - Debit
  - ePayables
  - Express Check
  - Fleet
  - Healthcare
  - Proprietary
  - Purchasing/ T&E
  - SmartQ RFID
  - Vendor Enrollment
  - Virtual Card

  – **To illustrate, on next page we provide screen print of Available Quick Reports typically used by customers using Fleet Card, Purchasing/T&E Card, Express Check, and Virtual Card.** There are many additional Quick Reports available to support other payment products on the Comdata platform such as ePayables including Vendor Enrollment, Debit, and Health Care.

  – **For a detailed list of available reports with narrative report descriptions, see TABLE 2**. We can provide samples upon request and many sample reports are available from the Resource Center at iConnectdata.com.

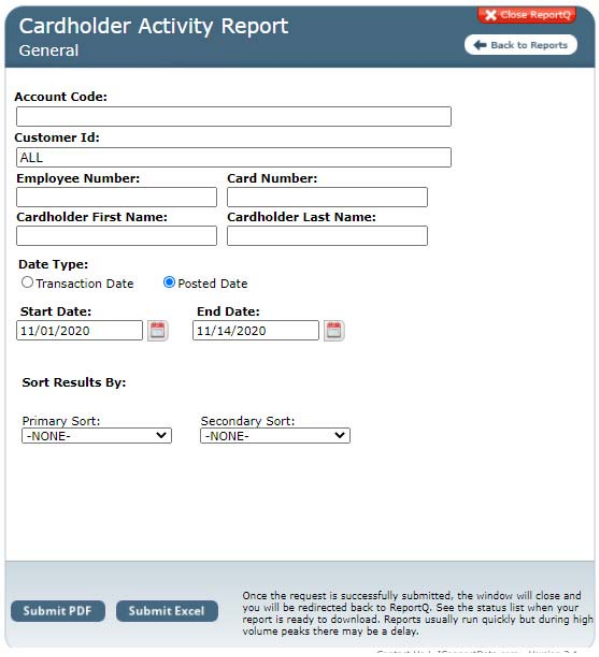
- **User then selects the report link (from Quick Reports list)** to open the Quick Report template.

  – For many reports, User can select specific criteria for the report such as Employee, Card Number, or Cardholder.

  – User enters **"From"** and **"To"** dates for the report desired. User can select up to 45 days at one time.

  Note: Each report form provides options for viewing and saving the report. You can:

  – Submit for PDF report.
  – Submit for an Excel spreadsheet, which User can download and save their PC.



ReportQ > Quick Reports Screen – Showing available Fleet and Purchasing/T&E Quick Reports (Reports for Other Payment Products are also available)

Quick Reports

Comdata Reports on Demand

Avaliable reports enabled for your account. Hover for a description of each report. In addition, each report has it's own distinct list of properties.

Administration

Account Spend Analysis
Account Spend by Month
Analytic - GL Code File
Analytic - Product Detail File
Analytic - Summary File
Card Balance Report
Card Listing Report
Card Order Shipping Report
Cardholder A&N Enrollment Summary
Corporate Payments Account Spend Report
Customer ID Group Summary
Customer ID Report
Direct Deposit Report
Exception Listing
Force Post Transaction Listing
GL Code Listing
ICD User Information
ID Report
MCC Audit Report by Cardholder
MCC Spending Analysis
MCC Summary Report
MCC Top Ten Analysis
Mastercard Dispute Report
Mastercard Rebates Report
Mastercard Settlement
Surcharge Report
Telemar Account Review
User Information on Demand

Cardholder

Analytic - Airline File
Canadian Transaction Listing
Cardholder Activity Report General
Cardholder Group Summary
Cardholder Group Summary - Enhanced
Cardholder Spend Trend
Cardholder Spend Trend Summary
Cardholder Summary
Cardholder Summary by Period
Cardholder Top Ten Summary
Cardholder Usage Report General
Discount Summary Report
Dormant Cards Report
Paycard Transaction History Report
Product Summary
Transaction Listing
Transaction Listing Enhanced
Transaction Summary Report
WorkPlace Solution Card Balance

CARDHOLDER ACTIVITY REPORT - GENERAL
View transaction details by card, including card information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Use this report to monitor cardholder spend. Available in PDF and Excel.

Express Check

Express Check Registration
Express Check Transaction Detail
Express Check Usage

Fleet

Analytic - Fuel File
Cardholder Activity - Fleet
Cardholder ID Report
Corporate Fleet Spend Report
F Save Report
Fuel Purchase Summary by Customer ID
Fuel Purchase Summary by POS
Fuel Purchase Summary by POS & Cust ID
Fuel Purchase Summary by Vehicle
Fuel and Maintenance MCC Report
MPG Report
Vehicle Listing

Proprietary

Active Stops Listing
Alternative Fuel Report
Client by Chain Report
Comchek Mobile Details
Comdata Hotel Network Details
Driver Settlement by Cardholder Report
FMRM Audit Report
Fuel Card Billing Detail Canada
Fuel Card Billing Detail US
Mileage Report CDN Proprietary
Pilot Direct Bill Report
Reefer Fuel by State
Scales Transaction Report
State Fuel Report
TMR Individual Transaction Price Detail
TMR Individual Transaction Price Summary
TMR Transaction Summary Enhanced
Trailer Detail Report
Truck Stop by Unit Report

Purchasing/T&E

Analytic - Hotel File
Easy Savings Report
Missing Sales Tax Report
Split Transaction Report
T&E Cardholder Activity Summary
T&E Cardholder Airline Activity
T&E Cardholder Car Rental
T&E Cardholder Hotel Activity
Top Merchant Spend Report

Virtual Card

Outstanding Active Cards
Unused Virtual Card Report
VMC Reconciliation Report by Period
Virtual Card AP Encashment
Virtual Card Listing

TABLE 2 – COMPREHENSIVE LIST OF AVAILABLE QUICK REPORTS (On-Demand Reporting via iConnect)

Listed below are the Quick Reports supporting Comdata's multiple business lines including MasterCard Fleet and Proprietary Fleet, Multi-Card (Fleet combined with pCard and T&E), Virtual Card, and ePayables.

– The ICD user's view of available reports will vary based on the card program being utilized. For example, a Fleet Card administrator's view would be different than a Multi-card or ePayables administrator's view. If certain reports listed below are not in a Fleet Administrator's current iConnect login view, they can easily be added upon request.

Quick Report Report Name	Quick Report Narrative Report Description
ADMINISTRATION REPORTS	
1) Account Spend Analysis	View your accounts spend and transaction volume by day of the week. Use this report to monitor your account's spend for patterns and opportunities. Available in PDF only.
2) Account Spend by Month	High-level view into your account's monthly spend and transaction volume. Available in PDF only.
3) Analytic - GL Code File	View transaction details by general ledger (GL) code, including customer ID/ name (department), GL information, merchant, total amount due, and card information. Available in PDF and Excel.
4) Analytic – Product Detail File	View transaction details by product purchased, including card information, product description and price, quantity purchased, total spend, merchant name per transaction. Available in PDF & Excel.
5) Analytic - Summary File	View transaction details by card, including card information, product description and price, quantity purchased, total spend, and merchant name per transaction. Available in PDF and Excel.
6) Card Balance Report	Card Balance Report detailing Card Creation, status limits, profile ID, profile description and available balance data. This report is produced for physical plastics only and with 10,000 Product Limits.
7) Card Listing Report	View current record information for all cards associated with your account, including name on card, card/vehicle/employee ID number, spending profile and description, and last activity date. Available in PDF and Excel.
8) Card Order Shipping Report	View card shipping details by Corp Code, Account Code, or Customer ID. Report will pull all cards until a specific card is entered. User can select order date range. Only available in Excel.
9) Cardholder A&N Enrollment Summary	Alerts and Notifications Enrollment Tab data available for export. This provides a current status of your activated base of Alerts and Notification Users.
10) Corporate Payments Account Spend Report	The Corporate Payments Account Spend Report provides a high-level overview of your program performance month-by-month. It comes only as a downloadable PDF only. You can use the Corporate Payments Account Spend Report as a convenient monthly snapshot of your key program metrics. Each section provides a visual summary of your account-level activity for criteria such as: • Month-to-month changes in program spend • Transactions by spending levels • Spending by vendor for prior and current months • Spending by your overall top 100 vendors The Corporate Payments Account Spend Report also shows rebates earned from your virtual payments program.
11) Customer ID Group Summary	High-level view of spend and transaction volume by customer ID number, including percentages of total. Available in PDF and Excel.
12) Customer ID Report	Displays a list of all customer IDs for your account code(s). Use this report to view details on each of your customer IDs, such as the customer ID name, card types, demographic details, and status.
13) Direct Deposit Report	A list of all current employee direct deposit records. All data is current as of the day the report is generated. This report is available only in Excel.
14) **Exception Listing**	View a list of transactions that trigger exception flags that have been set up on your account, including transaction detail. Available in PDF and Excel.
15) Force Post Transaction Listing	Report shows transaction details that were force posted to an account. Available in Excel only.

Quick Report Report Name	Quick Report Narrative Report Description
16) GL Code Listing	View transactions by general ledger (GL) codes that have been set up for your account. Includes transaction details and GL code numbers and descriptions. Available in PDF and Excel.
17) ICD User Information	Customers are able to manage iConnectdata.com account access. Report pulls user information such as User ID, Name, email address, and last logged in date. Available in PDF or Excel.
18) ID Report	View transaction-level detail by prompted ID and name. Includes transaction detail, prompted ID number entered at time of purchase, and point-of-sale name associated with that prompted ID. Available in PDF and Excel.
19) MCC Audit Report by Cardholder	View card-level transaction data by merchant category code (MCC), including name on card, MCC identification number and description, and transaction count. Use this report to compare transaction volume across MCCs. Available in PDF only.
20) MCC Spending Analysis	High-level view of account spend and transaction volume by merchant category code (MCC). Use this report with graph to compare spend and transaction volume across MCCs. Available in PDF only.
21) MCC Summary Report	View total spend and merchant details by merchant category code (MCC). Use this report to compare total spend across MCCs. Available in PDF and Excel.
22) MCC Top Ten Analysis	View your top ten merchant category codes (MCC) with highest total spend and transaction volume. Use this report with graph to analyze your account's activity within your top MCCs. Available in PDF only.
23) MasterCard Dispute Report	The MasterCard Dispute report provides a record of all credits applied to customer accounts related to customer-initiated disputes. Available in Excel format only. Report Tabs include: Chargebacks – Credit. Record of all chargebacks credited to your account; Chargebacks – Debit. Record of all chargebacks debited to your account User Input. Contains the account code entered and the date the report was run
24) MasterCard Rebates Report	A report of all received MasterCard rebates. Data in the report is updated on the twelfth business day of each month. Available in PDF and HTML.
25) MasterCard Settlement	View all settled MasterCard transactions for a specified account code. Includes the transaction count, total amount (spend), and adjusted amount.
26) Surcharge Report	View transaction level detail report for those transactions to which the merchant has applied a surcharge amount. Only transactions with merchant surcharge will appear on this report.
27) User Information on Demand	An administrative report that provides a record of all ICD user IDs under your account that includes details such as their application accesses, last login dates, and statuses. Available in Excel format only. Tabs in the report include: – Active ICD Users. Record of all active ICD users within your account – Deleted ICD Users. Record of all deleted ICD users within your account – Blocked ICD Users. Record of all blocked ICD users within your account – Change Password ICD Users. Record of all ICD users that have requested a password change – User with Application Access. Record of ICD users' application access in ICD – Application Access with Users. Record of ICD applications that user have access to – ICD Users – Recap of Active. Record of all active ICD users within your account
CARDHOLDER QUICK REPORTS	
28) Analytic – Airline File	View air reservation purchase detail for your cardholders, including passenger name, ticket number, and total amount. Available in PDF and Excel.
29) Canadian Transaction Listing	View Canadian transaction details captured at time of purchases, grouped by card number, including card information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Use this report to reconcile accounts or missing transactions. Available in PDF and Excel.
30) Cardholder Activity Report - General	View transaction details by card, including card information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Use this report to monitor cardholder spend. Available in PDF and Excel.
31) Cardholder Group Summary Report	High-level view of spend by card, including card information and spend by merchant category code (MCC). Available in PDF and Excel.

Quick Report Report Name	Quick Report Narrative Report Description
32) Cardholder Group Summary - Enhanced	View spend and transaction volume by customer ID number, including percentages of total. Available in PDF and Excel.
33) Cardholder Spend Trend	High-level view into spend and transaction volume by cardholder, includes graph. Available in PDF only.
34) Cardholder Spend Trend Summary	High-level view into cardholder monthly spend and transaction volume. Includes overall spend and transaction count by cardholder as well as a table showing dollars by transaction volume range, and general ledger (GL) classifications (when applicable). Use this report to monitor your cardholders' spend. Available in PDF only.
35) Cardholder Summary	High-level view into summary of spend by cardholder, transaction volume, and quantity of products purchased, including percentages of total. Available in PDF and Excel.
36) Cardholder Summary by Period	High-level view into spend and transaction volume by cardholder, sorted by quarter. Use this report to monitor your cardholders' spend for patterns and opportunities. Available in PDF and Excel.
37) Cardholder Top Ten Summary	View your top ten cardholders with highest total spend and transaction volume, including percentages of total. Use this report to analyze your top cardholders' spend activity. Available in PDF and Excel.
38) Cardholder Usage Report General	View transaction detail by cardholder, including card information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Use this report to monitor cardholder usage. Available in PDF and Excel.
39) Discount Summary Report	View details of transactions with discounts at the time of the purchase. This report displays card, merchant, and purchase information. Also displays totals before and after discount is applied. Amount of discount and amount of savings per unit.
40) Dormant Cards Report	View a listing of active cards that have been dormant for an extended period of time.
41) Paycard Transaction History Report	View posted transaction detail by Account Code or Customer ID. User can enter a specific cardholder ID or card number. Load, direct deposit, ATM, fuel and POS debit transaction types can be selected to filter the report results. Report available in PDF or Excel.
42) Product Summary	High-level view into spend and transaction volume by product purchased, including quantity purchased, spend per product, and hierarchy data. When available, this report will also include discount and rebate net cost. Use this report to monitor spend per product for patterns. Available in PDF & Excel.
43) Transaction Listing	View transaction details captured at time of purchase, grouped by card number, including card information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Use this report to reconcile accounts or find missing transactions. Available in PDF and Excel.
44) Transaction Listing Enhanced	An enhanced version of the Transaction Listing report that provides a higher-level view of transaction data split across several tabs in an Excel format. Report tabs include: – Account Summary. Summary of transaction details by each customer ID. Includes total spend, total quantity, transaction count, and average price per gallon/per unit by each fuel type. – Card Summary. Summary of transaction details by card number. Includes details such as the card's assigned cardholder, customer ID, and total spend and transactions. – Activity by Date Summary. Transaction details by posted date and day of the week. – Merchant Group Summary. Summary of transaction details by merchant group and MCC. – Spend by Merchant Summary. Summary of transaction details by merchant. Includes the merchant name, transaction count and spend, and number of cards used at each merchant. – State Summary. Summary of transaction details by state by fuel type. Includes only the states where transactions have occurred. – Diesel Transactions. Details for diesel fuel transactions. – Unleaded Transactions. Details for unleaded fuel transactions. – Non-Fuel Purchases. Details for non-fuel transactions (sales tax, parts, industrial equipment, etc.) – Unknown Purchases. Details for transactions that do not fall under the fuel/non-fuel categories. – Currency Summary. Summary of the currencies used in transactions (US, Canada, etc.).

Quick Report Report Name	Quick Report Narrative Report Description
45) Transaction Summary Report	View spend and transaction volume by preset spend range, including percentages of total. Available in PDF and Excel.
46) WorkPlace Solution Card Balance	View balance details for WorkPlace Solution MasterCard cards, including the temporary card limits, hold amounts (including authorizations and posted amounts), and available balances.
DEBIT REPORTS	
47) eCash Transaction Activity – All Activity	View all Express Cash transaction details, including invoice number, sender name, trip number, previous balance, and transaction fees. This type of report is for only Express Cash customers. Available in PDF and Excel.
48) eCash Transaction Activity – Company Only	View Express Cash transaction details, including invoice number, sender name, trip number, previous balance, and transaction fees. This type of report is for only Express Cash customers. Available in PDF and Excel.
ePAYABLES REPORTING	
49) Blocked and Expired Card Report	View cards that have been either Blocked or Expired within user-specified date ranges. Report can be downloaded in Excel and includes card creation and status data.
50) PayForYou Spend Report	This report provides both a summary and the detailed transactions for all transactions processed through Comdata's PayForYou service over the last twelve months.
51) ePayables Invoice Detail Report	The ePayables Invoice Detail Report provides payment details at the invoice level dating to the time you request cards via PS16, iConnectData (ICD), or web services. This report is useful for researching payments back to the invoice level, particularly when a single virtual card has been issued to cover multiple invoices. The Invoice Detail Report provides data on your invoices and vendors paid including: • Invoice and payment number • Invoice issued date, due date, and payment date • Gross, net, and discount amounts
52) ePayables Outstanding Card Report	The ePayables Outstanding Card Report provides details of all virtual cards that are unprocessed or not fully processed by your vendors. This report includes multiple tabs for viewing outstanding cards by status details including their activation status (e.g., active, blocked) and expiration status. For example, you can view only those outstanding cards with a force post or other authorization above the issued amount on the Card Amount Greater than Card Issued tab. Each tab in the Outstanding Card Report provides the variance between the card amount issued and the amount used.
53) ePayables Peer Benchmarking	The ePayables Peer Benchmarking report allows you to compare your ePayables program's performance to your industry peers, both within Comdata and across the United States (US) based on RPMG (Richard Palmer and Mahendra Gupta) survey results. The RPMG survey results reflect the performance of companies within your industry across the US that use a virtual payments program to pay vendors. Your organization's data is based on your ePayables program's estimated total revenue and number of vendors. This information can be entered on the Customer Profile page in ICD (ICD > Manage > Customer Profile). This data should be updated regularly so you can stay up to date on your performance with industry peers. The report is broken up into three pages: • Overall Results. Overall comparison of your program to your Comdata industry peers and all industries that use Comdata's ePayables program, based on RPMG survey results. Also displays a best in class percentage that represents the top performing company within your industry. • Spend Analysis. Compares your vendor and transaction spend by spend range to your Comdata industry peers and all industry peers at Comdata. Also compares your average merchant spend by merchant's industry. • Benchmark Notes. Detailed descriptions of the report's purpose, sections, and terminology. Please use this as a reference for additional information.

Quick Report Report Name	Quick Report Narrative Report Description
54) ePayables Reconciliation Report	The ePayables Reconciliation Report provides a high-level overview of your virtual card activity within a specified date range. Report can be used to reconcile accounting and month end processes. The report contains five tabs: • Posted Date Activity. Transactional information for cards by date range selected. • Cards Created by Period. General card listing of all cards created in the date range selected. • Transactions Outside of Period. A list of transactions where the transaction posting date is later than the card creation date. • Outstanding Cards with Balance. A list of all created but unused cards in the date range selected. • Cards Greater than Card Amount. A list of transactions posted in the selected date range where the transaction amount is greater than the card issued amount.
55) ePayables Transaction Listing	The ePayables Transaction Listing report provides transactional information for your virtual cards. Use this report to research transactions shown as posted in the Virtual Card Listing report. Transaction data includes merchant addresses and other information as well as international processing details including currency conversion rates and cross border fees, if applicable.
56) ePayables Virtual Card Listing	The ePayables Virtual Card Listing report provides a general card-level listing of all your virtual cards under one or more customer IDs. It includes a summary tab showing your card totals by status. A Comdata Cards tab is also included which displays all ComdataDirect transaction information. Use the Virtual Card Listing to inquire into card-level details such as: • The statuses of your virtual cards • Overall trends in your virtual card disbursement • Card details for a specific customer ID or card number • All cards for a specific vendor Data in this report are current up to the previous day. This report is only available as an Excel (.xls) download.
EXPRESS CHECK REPORTS	
57) Express Check Registration	Detailed Express Check information that includes date and time of registration, fees, sender's name and purpose code. Report is only for Express Check customers. Available in PDF only.
58) Express Check Transaction Detail	Detailed Express Check information that includes the amount used and the total amount on the Express Check, Fees, Senders Name and truck stop code where cashed. Report is only for Express Check customers. Available in PDF only.
59) Express Check Usage	Detailed Express Check information that includes invoice number, sequence number, drivers name, employee number and trip number. Report is only for Express Check customers.
FLEET REPORTS	
60) Analytic – Fuel File	View fuel purchase detail by card and date of transaction, including card information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Available in PDF and Excel.
61) Cardholder Activity – Fleet	View transaction details by cardholder, including card information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Available in PDF and Excel.
62) Cardholder ID Report	View cardholder ID information, including associated customer ID, and first and last name of cardholder. Available in PDF and Excel.
63) Corporate Fleet Spend Report	A 24-month view into spend, volume, and card activity broken out by merchant and fuel vs non-fuel spend categories. Use the Corporate Fleet Spend Report as a convenient snapshot of your key program metrics. Each section provides a visual summary of your account-level activity for criteria, such as: • Month-to-month changes in program spend • Transactions by spending levels and ranges • Spending by fuel and non-fuel chains for prior and current months • Spending by your overall top 20 fuel and non-fuel chains If you elect to have rebates applied at the transaction level instead of statement level, the Corporate Fleet Spend Report also shows rebates earned from your fleet program. Due to the two-day window for reporting transactional data, you must pull this report on the third day of the month or later to receive full data for the previous month.

Quick Report Report Name	Quick Report Narrative Report Description
64) F-SAVE: Fuel Savings Comparison Report	View transaction details by customer ID, including merchant and SmartBuy information, price per gallon (PPG) paid, potential SmartBuy discount amount, and difference between amount paid and potential SmartBuy Price. Use this report to view potential savings available to your fleet at SmartBuy locations. Available in PDF only.
65) Fuel Purchase Summary by Customer ID	High-level view into fuel spend and transaction volume by customer ID, including percentages of total. Available in PDF and Excel.
66) Fuel Purchase Summary by POS	High-level view into fuel spend and transaction volume by cardholder prompted ID, including percentages of total. Available in PDF and Excel.
67) Fuel Purchase Summary by POS & Cust ID	High-level view into fuel spend and transaction volume by cardholder prompted ID and customer ID, including percentages of total. Available in PDF and Excel.
68) Fuel Purchase Summary by Vehicle	High-level view into fuel spend and transaction volume by vehicle or unit number, including percentages of total. Available in PDF and Excel.
69) Fuel and Maintenance MCC Report	View spend by merchant, including merchant and merchant group details, and account, customer, and card information. Available in PDF and Excel.
70) MPG Report	View mileage details per transaction by vehicle or unit number, including beginning and ending odometer readings, miles driven, miles per gallon (MPG), cost per mile (CPM), and transaction information. Available in PDF and Excel.
71) Vehicle Listing	View vehicle numbers associated with each card on your account, including account and customer ID numbers, card information, and Misc1 and Misc2 data (when available). Available in PDF and Excel.
72) Vehicle Report	View transaction details by vehicle number, including card information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Available in PDF and Excel.
PROPRIETARY REPORTS (Comdata Proprietary)	
73) Active Stops Listing	Pull a list of active Over-the-Road fueling stops.
74) Alternative Fuel Report	View transaction detail for all diesel exhaust fuel (DEF) purchases made on your Comdata proprietary card, including fuel details and product 1, 2, or 3 details. Available in Excel only.
75) Client by Chain Report	View posted transaction detail by Account code. User selects date range. Data grouped by merchant chain. Report shows POS discount, rebate, gross cost, net ppg and gallons. Only available in Excel
76) Comchek Mobile Details	Report shows information of transferred funds from one card to another. It includes Load Amounts, Card and User ID information. The report is only available in Excel.
77) Comdata Hotel Network Details	View posted transaction detail by Account Code or Customer ID. User selects date range. Report shows transaction data including card information, CLC hotel, city, state, nights stay and room rate. Only available in Excel.
78) Driver Settlement by Cardholder Report	View transaction summary and detail by cardholder, including customer information, merchant information, spend per transaction, and description, price, and quantity of purchased product. Use this report to provide individual cardholder a total of their transactions. Available in PDF only.
79) FMRM Audit Report	View load detail by Account Code or Customer ID. User selects date range. Report details include location, old value, new value, term, load time. Only available in Excel.
80) Fuel Card Billing Detail Canada	Transaction data for fuel purchase made inside Canada. Shows Merchant, focus discount and product information. Available in Excel only.
81) Fuel Card Billing Detail US	Transactional data for fuel purchases made inside the US. Shows Merchant, focus discount and product information. Available in Excel only.
82) Mileage Report CDN Proprietary	A report containing mileage details based on posted transactions for Tractor (Unit) fuel purchases made on your Comdata proprietary card, including Miles Driven, CPM (cost per mile) and MPG (miles per gallon). Data in the report is updated daily in real time. Available in Excel only.

Quick Report Report Name	Quick Report Narrative Report Description
83) Pilot Direct Bill Report	Transactional data for fuel purchases made at Pilot locations. Shows Merchant, discount and product information. Available in Excel only.
84) Reefer Fuel by State	Transaction data for Reefer fuel show by state. Amounts shown by Unit number and by state.
85) Scales Transaction Report	This report identifies all Scale transactions identifying Scale vs CAT Scale transactions.
86) State Fuel Report	View posted transaction detail by Account Code or Customer ID. User selects date range. Data grouped by state. Data shows net ppg, average fill and gallons. Only available in Excel.
87) **TMR Individual Transaction Price Detail**	View transaction details by card, including card information, fuel type, and any other data captured at the time of the transaction. Use this report to find transactions at the Comdata Direct truck stops and help review the transaction processing that is occurring. **Discounts or special pricing that you have negotiated at select Comdata Direct Proprietary truck stop chains are shown* in the details in this report.** *Comdata Relationship Request Form implemented
88) TMR Individual Transaction Price Summary	View transaction details by date, including card information, merchant information, fuel type, and location of transaction. Available in PDF and Excel.
89) TMR Transaction Summary Enhanced	An enhanced version of the TMR Transaction Price Summary report that provides a higher-level view of transaction data split across several tabs in an Excel format. You may still refer to the original TMR report if necessary. Report Tabs include: – Customer ID Summary. Summary of transaction details by customer ID – Cardholder Summary. Summary of transaction details by cardholder by customer ID – Cardholder Detail. Provides more cardholder details, such as their driver's license number and merchant information – Unit Number Summary. A summary of transaction details by unit number – Unit Number Detail. Provides more details for each unit number, such as their assigned customer ID and cardholder – Chain Summary. Summary of transaction details for each merchant chain – Chain Detail. Provides more details for merchant chains, such each merchant name, address, city, state, and zip code. – State Totals. Totals for your account code by each state. – Cash Advance. Cash advance information for each cardholder by customer ID. – Transaction by Date. Similar to Customer ID Summary, but contains a date column
90) Trailer Detail Report	View posted transaction detail by Account Code or Customer ID. User can select a specific trailer or pull the entire list. User enters date range. Report shows meter reading, meter window, meter type and last activity. Only available in Excel.
91) Truck Stop by Unit Report	Report is based on tractor fuel purchases only. View posted transaction detail by Corp Code, Account Code or Customer ID. User options include running the report by specific merchant code, city, state, chain or by unit number. Only available in Excel.
PURCHASING / TRAVEL & ENTERTAINMENT REPORTS	
92) Analytic – Hotel File	View hotel transaction details by cardholder, including card information, merchant information, arrival and departure date (total nights purchased), and room rates (when provided by merchant). Available in PDF and Excel.
93) Easy Savings Report	View data by either Account Code or Customer ID. User selects date range. Report includes merchant name, rebate amount and total amounts. Only available in Excel.
94) Missing Sales Tax Report	A list of all transactions that did not incur a sales tax. This report contains the same fields as the Transaction Listing Report, but displays only transactions that did not incur sales taxes. Helpful for providing missing sales tax data to state tax auditors.
95) Split Transaction Report	View data by Corp Code, Account Code, or by Customer ID. User selects date range. Report shows card, merchant name, merchant category code and amount. Only available in Excel.
96) T&E Cardholder Activity Summary	View travel and entertainment transaction details by cardholder, including total spend and transaction volume, and spend and transaction volume by airline, hotel, rental car, and other. Available in PDF and Excel.

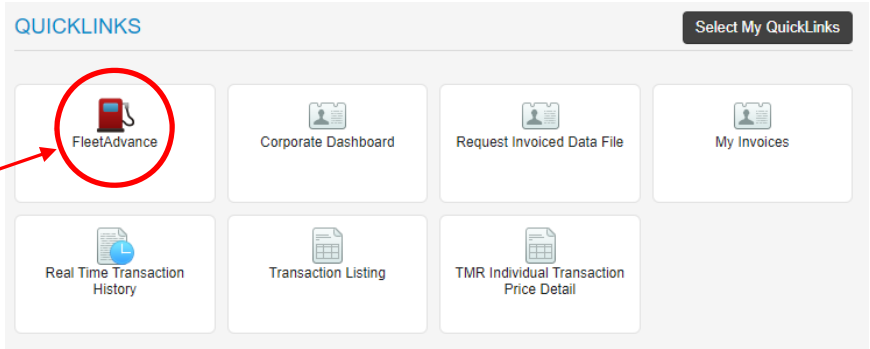
Quick Report Report Name	Quick Report Narrative Report Description
97) T&E Cardholder Airline Activity	View air reservation transaction details by cardholder, including card information, merchant information, carrier or service class code, departure and arrival location, and flight number. Available in PDF and Excel.
98) T&E Cardholder Car Rental	View car rental transaction details by cardholder; including card information, merchant information, rental and return information, and additional rental details (when provided by merchant). Available in PDF and Excel.
99) T&E Cardholder Hotel Activity	View hotel transaction details by cardholder, including car information, merchant information, arrival and departure date (total nights purchased), and room rates (when available). Available in PDF and Excel.
100) Top Merchant Spend Report	High-level view into spend and transaction volume of top merchants, including percentages of total.
SMARTQ RFID REPORTS	
101) Activity Report	View transaction detail by RFID Tag number, including tag information, merchant information, card information and transaction purchasing detail such as product, price per unit, discount and total amount. Available in PDF and Excel.
102) Card Transaction at RFID Location	View transactions initiated by a card at RFID enabled location. Basic transaction data is provided by allow you to determine what driver initiated the transaction.
103) Merchant Listing	View current listing of RFID enabled merchants including the merchant's name, address and service center code. Report is available via PDF and Excel.
104) Tag Listing	View current record information for all RFID tags associated with your account, including unit/trailer tag #, tag type, status, last used date and last card billed. Available in PDF and Excel
VENDOR ENROLLMENT	
105) Mailed Remittance Activity	This report is designed for AP virtual payments customers who mail payment letters to vendors receiving lower-value payments. The report shows the number of remittances delivered to vendors via standard U.S. mail along with details on payment amounts, sent dates, and vendor processing. This report is available in reportQ as an Excel (.xls) download only.
106) Lost Opportunity	This report shows customers their base of vendors that are enrolled but have not been issued payments – i.e., their "lost opportunities" – for the following time frames: 15 to 30 days, 31 to 60 days, 61 to 90 days, or 91 days or more. Each of these time frames is presented on a separate report tab. For customers, this report is available in reportQ as an Excel (.xls) download only.
107) PayForYou Unused Card	This report provides a record of all unprocessed virtual payments issued using the PayForYou service (i.e., payments issued under PayForYou@comdata.com). It includes vendor contact information to allow you to research and address your unprocessed payments.
VIRTUAL CARD QUICK REPORTS	
108) Outstanding Active Cards	View details of all issued virtual cards that have been unclaimed by your vendors, including payment information, issue and expiration date, vendor name and code, and variance between dollar amount issued versus used. Available in Excel only.
109) Unused Virtual Card Report	This report compiles all virtual cards with an unused balance for a selected account code or customer ID. The report shows the top 300 enrollment vendors for the selected industry segment by net payment amount.
110) VMC Reconciliation Report By Period	View details of all virtual payment transactions by period, including payment information, issue and expiration date, vendor name and code, and variance between dollar amount issued versus dollar amount used. Use this report to reconcile accounts or find missing transactions. Available in Excel only.
111) Virtual Card AP Encashment	View details of all virtual payment transactions, including payment information, vendor invoice number or PO number, general ledger codes (when applicable), and variance between dollar amount issued versus dollar amount used. Available in Excel only.
112) Virtual Card Listing	View details of all your account's issued virtual cards, including payment information, vendor invoice number or PO number, general ledger codes (when applicable), and issue and expiration date. Available in Excel only.

Comdata FleetAdvance

FleetAdvance is a real-time fuel management scoring system built on mapping technology that evaluates fuel transactions and shows how each purchase ranks against potential cost-saving alternatives. With FleetAdvance, you can harness fuel purchase data to plan low-cost trucking routes, make smarter purchasing decisions, and better manage fuel costs.

The web-based FleetAdvance console provides managers access to the information needed to track and monitor overall fleet fuel spending activity. The console includes an analytics module with tools that can be used to identify and quantify additional savings opportunities, as well as an advisor module with route planning tools to educate drivers on finding the lowest fuel prices before a trip begins.

Card program administrators or fleet managers with access to iConnectdata, can access the FleetAdvance application by selecting FleetAdvance from QUICKLINKS at their home screen.



- Users given access to FleetAdvance should automatically have the FleetAdvance QuickLink when they log in to iConnectdata. If not, the FleetAdvance user guide available at the resource center includes Quick Steps for adding the QuickLink.

COMDATA RESOURCE CENTER

At RESOURCE CENTER on the main navigation bar at iConnect, online users can access and download many training resources Comdata has created for FleetAdvance users. On next page we provide a print screen of the resources currently available at the Resource Center.

iConnectdata.com >> Resource Center >> select "FleetAdvance"

Using FleetAdvance

These materials walk you through using **FleetAdvance**.

- **FleetAdvance** User Guide
- **FleetAdvance** Best Practices
- **FleetAdvance**: Accessing **FleetAdvance**
- **FleetAdvance**: Advisor
- **FleetAdvance**: Navigating the Console
- **FleetAdvance**: Opportunity Analyzer
- **FleetAdvance**: Setting Up Notifications
- **FleetAdvance**: Customer Dashboard
- **FleetAdvance** Quick Steps: Driver Scorecard

FleetAdvance Webinars

View and share these videos with anyone interested.

- The **FleetAdvance** Console: How to Understand Your "Game Day" View (32:06)
- The **FleetAdvance** Analyzer: How to Identify Additional Savings Opportunities (41:19)
- The **FleetAdvance** Advisor: How to Manage Fuel Stops Along Your Routes (25:00)

Using FleetAdvance Mobile App

These materials walk you through using **FleetAdvance** Mobile.

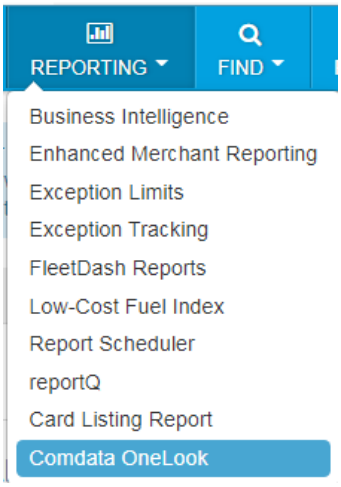
- **FleetAdvance** Mobile App FAQ
- **FleetAdvance** Mobile App FAQ – Spanish
- **FleetAdvance** Mobile App: Quick Start Guide
- **FleetAdvance** Mobile App: Adding a Card and Finding Fuel
- **FleetAdvance** Mobile App: Adding a Card and Finding Fuel – Spanish
- **FleetAdvance** Mobile App: Registering Drafts
- **FleetAdvance** Mobile App: Registering for Express Cash
- **FleetAdvance** Mobile App: Registering for Express Cash – Spanish

Marketing Tools

Use these customizable communication tools to learn and inform others about the benefits of **FleetAdvance**.

- 8.5 x 11 **FleetAdvance** Color Poster
- 8.5 x 11 **FleetAdvance** B&W Poster

Comdata OneLook

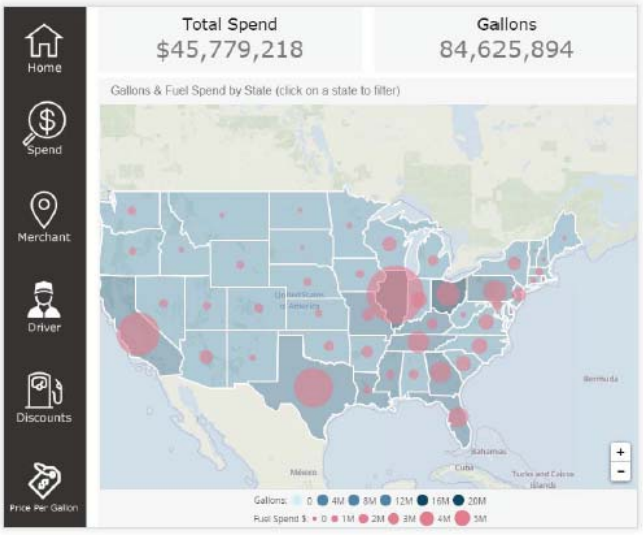


In October of 2019 Comdata released a new Dashboard data analytics system we call OneLook. Users with access to OneLook, access it through iConnect, under the REPORTING tab from the main navigation bar (shown right).

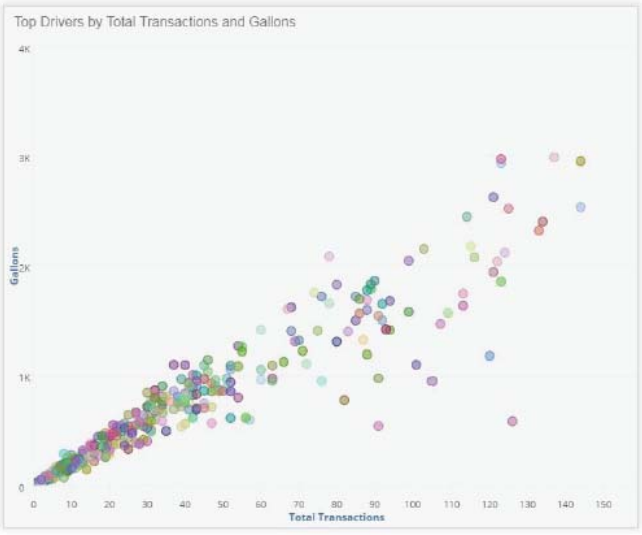
- OneLook provides ability to view at a main dashboard, with key summary information including a map displaying visually where the majority of gallons and spend is occurring.
- If you open OneLook up to various managers at your company, their OneLook view would follow the same view rights they have in the iConnect system. Allows you to control access to information.
- Users can navigate the OneLook dashboard in a user-friendly way to focus in on areas of the business they want to research or monitor activity.
- OneLook provides fleets with seven different dashboards to view and draw insights from their data enabling them to better manage the fleet. The dashboards start with a high-level overview of fleet performance on the Home dashboard. Each subsequent dashboard provides a greater level of depth across seven key themes:
  - **Spend:** Track data trends by gallons, spend, and transactions.
  - **Merchant:** Monitor merchant volume and savings
  - **Driver:** Help identify misuse and inappropriate purchasing behavior using driver data
  - **Discounts:** Monitor your discounts and identify potential savings opportunities
  - **Price Per Gallon:** View price trends and differences by geography
  - **Closer Look:** Drill down, particularly when a driver is identified as being an outlier
  - **Benchmarking:** Allows fleet to compare "My Net PPG" against several indexes.

Comdata OneLook is an insights-driven analytics platform which provides KPIs, visualizations, and summary charts across an array of key themes, enabling you to monitor the health of your business all in one place, at your control.

See how much you spend geographically



Identify drivers who are outside the norm



Smart Buy (for Finding Low Priced Stations)



Users granted access to iConnect, can access the Smart Buy application by selecting FIND and SmartBuy from the main navigation bar (shown right).

- Smart Buy is powerful price management tool from Comdata. Smart Buy was the original price optimization tool created by Comdata, and still provides tremendous research capability for fleet managers trying to determine the consistently lowest priced, lowest margin retailers surrounding the locations.
- Find the best-priced card accepting merchants based on their recent retail pricing and historical margins.
- The data in Smart Buy is provided and maintained by the Oil Price Information Service (OPIS), so it is reliable third-party data from a trusted source for wholesale prices and retail margins.
- Smart Buy outperforms other universal card applications and it provides the past 90 days pricing history which includes the merchant's estimated Rack Cost, the Net Price over Rack and Margin Spread by day with average estimated retail margin and average retail price for the period.
- This feature lets Customers who want to proactively manage where their drivers purchase fuel, examine the pricing habits of retailers and then direct drivers to the smartest purchase.
- The system provides unmatched ease of use. Smart Buy, through iConnect, is the most comprehensive retail-based pricing tool available to fleet managers.

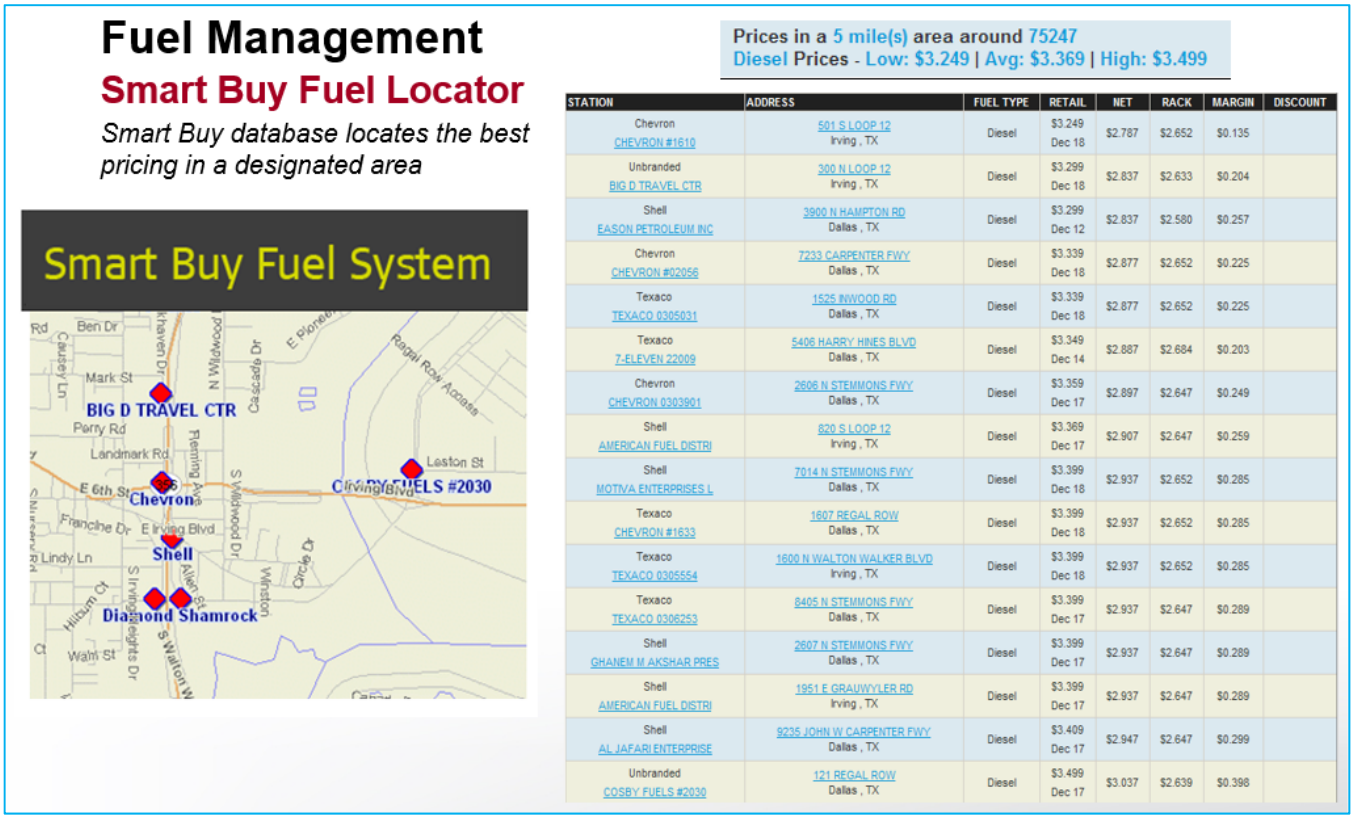


EXHIBIT 3

FLEETCOR'S Dunn & Bradstreet Report

D&B Finance Analytics

LIVE REPORT

FLEETCOR TECHNOLOGIES, INC.

Tradestyle(s): FLEETCOR

ACTIVE HEADQUARTERS

D-U-N-S Number: 61-941-5789

Phone: +1 770-449-0479

Address: 3280 Peachtree Rd Ste 2400, Atlanta, GA, 30305, United States Of America

Web: www.fleetcor.com

Endorsement: michael.thompson@fleetcor.com

Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	79	2 days beyond terms
Delinquency Score	89	Low to Moderate Risk of severe payment delinquency.
Failure Score	56	Moderate Risk of severe financial stress.
D&B Viability Rating	1 5 A A	View More Details
Bankruptcy Found	N	
D&B Rating	5A2	5A indicates 50 million and over, Credit appraisal of 2 is good

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Total 90 Days+
20	231	600	38%	231	174

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Total 90 Days+	Account Status
Fleetcor Test Account Account ID: #000000000TX614-MC	231	600	38.44%	231	174	No Action Recommended
FleetCor MC Testing Account ID: #000000000FP027-01	0	0	0%	0	0	No Action Recommended
Fleetcor OE Testing Account ID: #000000000FI446-01	0	0	0%	0	0	No Action Recommended
Beth Cobb Account ID: #187787	0	0	0%	0	0	No Action Recommended
FUELMAN - FRITO LAY DOOR PRIZE Account ID: #185960	0	0	0%	0	0	No Action Recommended

ALL APPLICATIONS

Totals	Total Requested Amount	Total Credit Limit
-	-	-

Application Level Detail

Application Name	Application Status	Date Created	Date Decisioned	Requested Amount	Credit Limit

There are no applications associated with this D-U-N-S. Create an application to view summary.

COMPANY PROFILE

D-U-N-S
61-941-5789

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
02/03/1998

State of Incorporation
DELAWARE

Ownership
Public: FLT(NYS)

Mailing Address
UNITED STATES

Telephone
+1 770-449-0479

Website
www.fleetcor.com

Present Control Succeeded
1986

Annual Sales
2,388,855,000

Employees
8,700 (130 here)

Age (Year Started)
35 Years (1986)

Named Principal
Ronald Clarke , CEO-CHB

Line of Business
Business services

SIC
73891008

NAICS
561499

LATEST AGING

Total Outstanding
231

Date of Aging
08/09/2021

CURRENT CREDIT TERMS

Credit Limit Utilization

38%

Under Utilized (<90%)
Fully Utilized (90% - 100%)
Over Utilized (>100%)
No Credit Limit

Total Approved Credit Limit	600.00
Total Outstanding	231
Credit Limit Remaining	369

OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

HIGH | MODERATE-HIGH | **MODERATE** | LOW-MODERATE | LOW

Overall assessment of this organization over the next 12 months:	Stable Condition Due To Large Business Size
Based on the predicted risk of business discontinuation:	Likelihood-Of-Continued-Operations
Based on the predicted risk of severely delinquent payments:	Low Potential For Severely Delinquent Payments

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US$ 9,000,000

The recommended limit is based on a low probability of severe delinquency.

FAILURE SCORE (Formerly Financial Stress Score)

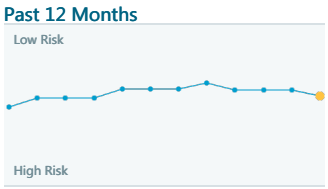
Company's Risk Level
MODERATE

Probability of failure over the next 12 months
0.2 %

56

High Risk (1) — Low Risk (100)

Past 12 Months



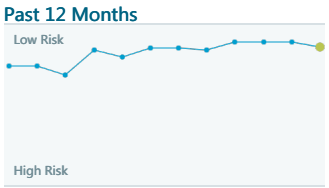
DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level
LOW-MODERATE

Probability of delinquency over the next 12 months
1.68 %

High Risk (1) — Low Risk (100)

Past 12 Months



VIABILITY RATING SUMMARY

Viability Score: 1 — High Risk (9) — Low Risk (1)

Data Depth Indicator: A — Descriptive (G) — Predictive (A)

Portfolio Comparison: 5 — High Risk (9) — Low Risk (1)

Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large
Years in Business	Established

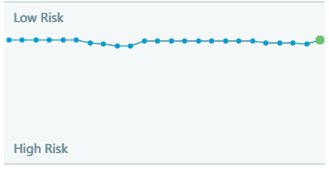
D&B PAYDEX®

79

High Risk (1) — Low Risk (100)

2 days beyond terms

Past 24 Months



D&B PAYDEX - 3 MONTHS

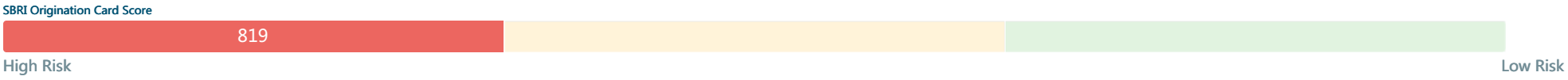


ON TERMS

PAYDEX® TREND CHART

SBRI ORIGINATION

SBRI Origination Card Score



SBRI Origination Lease Score



Moderate Risk of serious delinquency over the next 12 months

SBRI Origination Loan Score



High Risk of serious delinquency over the next 12 months

D&B RATING

Financial Strength

5A : 50,000,000 and over in Net Worth or Equity

Risk Indicator

2 : Low Risk

Current Rating as of
03/05/2020

FRAUD RISK SCORE INFORMATION

No Fraud Risk Score is Available

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	33	12/28/2020

FINANCIAL OVERVIEW - BALANCE SHEET

Balance Sheet [1]	Amount [2]	Last 3 Years
Net Worth	3,355,411,000	
Total Current Assets	3,956,318,000	
Total Assets	11,194,579,000	
Total Current Liabilities	3,968,311,000	
Working Capital/Net Current Assets	(11,993,000)	
Total Liabilities	7,839,168,000	
Long Term Liabilities	3,870,857,000	

1. Fiscal (Consolidated) 12/31/2020
2. (In Single Units)
Source: Edgar

TRADE PAYMENTS

Highest Past Due:
20,000

Highest Now Owing
1,000,000

Total Trade Experiences
64

Largest High Credit
1,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss [1]	Amount [2]	Last 3 Years
Sales	2,388,855,000	
EBIT	1,012,328,000	
EBITDA	1,273,615,000	
Net Income	704,216,000	

1. Fiscal (Consolidated) 12/31/2020
2. (In Single Units)
Source: Edgar

OWNERSHIP

Subsidiaries	Branches	Total Members
28	18	229

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	FLEETCOR TECHNOLOGIES, INC.	FLEETCOR TECHNOLOGIES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	61-941-5789	61-941-5789
Others	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratios	Business Ratio
Current Ratio	1
Quick Ratio	0.89
Current Liabilities/Net Worth	1.18
Sales to Net Working Capital	(199.19)
Interest Coverage	7.8
Debt to Equity	2.34

Source: Edgar

WEB & SOCIAL POWERED BY FIRSTRAIN

- FleetCor Q2 2021 Earnings (FLT): Laying The Groundwork For A Post-Pandemic Recovery Seeking Alpha 11-Aug-2021
- Fleetcor denies FTC claim that it charged customers hidden fees Atlanta Journal Constitution 11-Aug-2021
- FTC Files New Complaint Against FleetCor Automotive Fleet 11-Aug-2021
- FTC Sues FleetCor and Its CEO for Fleecing Small Businesses With Mystery Fuel Card Fees Federal Trade Commission 11-Aug-2021
- FleetCor Is Charged by FTC With 'Fleecing Small Businesses' The Street 11-Aug-2021
- FLEETCOR Technologies (NYSE:FLT) Shares Gap Down to $263.61 MR Modern Readers 11-Aug-2021
- Fleetcor shares slide 2.3% as FTC files new complaint alleging company fleeced customers out of millions using fuel cards Morningstar 11-Aug-2021
- FleetCor stock drops 5% as FTC renews suit on hidden fuel card fees (NYSE:FLT) Seeking Alpha 11-Aug-2021
- FLEETCOR Technologies (NYSE:FLT) Rating Increased to B at TheStreet Realist Investor 10-Aug-2021
- Four-day workweek reactions range from warm to cool Unified Communications 09-Aug-2021

Load More

COUNTRY/REGIONAL INSIGHT

United States Of America

Business continuity risk is elevated as both historic drought and extreme heat in the Northwest threaten agricultural output and power supplies, while fire risks escalate.

Risk Category

LOW

High Risk — Low Risk

STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
FLT	257.86	-5.75	-2.19%

History		Performance	
Daily High	258.32	Market Cap	21,300,294,515
Daily Low	240.72	P/E:	28.43
52-Week High	295.35	EPS:	9.07
52-Week Low	214.39	Div/Yield	9.07

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 856

SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 819

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 826

KEY SBRI ATTRIBUTES

Total Balance
11,730,474.00

Credit Card Total Balance	21,516.00
Lease Agreement Total Balance	10,740,382.00
Loan Total Balance	968,576.00

Total Open SBRI Accounts
265

Total Exposure	11,832,853.00
Maximum Age of All Open Accounts	288.00 Months
Total Available Credit - Credit Card	NA
Total Available Credit - Lines of Credit	NA

Number Of Total Accounts Ever Cycle 2+
65

Time since most recent Cycle 2 on all accounts	194 Months
Worst Delinquent All Accounts	
Past 1-3 Months	Cycle 5
Past 1-12 Months	Cycle 5

ACCOUNT SUMMARIES

Total Current Balance	
Total Past Due	
Total Past Due Cycle 1	
Total Past Due Cycle 2	
Total Past Due Cycle 3	
Total Past Due Cycle 4	
Total Past Due Cycle 5	
Total Charge Off Amount	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION DUE TO LARGE BUSINESS SIZE
- Based on the predicted risk of business discontinuation: LIKELIHOOD-OF-CONTINUED-OPERATIONS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

MAXIMUM CREDIT RECOMMENDATION

US$ 9,000,000

The recommended limit is based on a low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2** %
- Percentage of businesses ranked 1: **0.3** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Moderate Risk**
- Businesses ranked 5 within this model segment have a probability of becoming no longer viable: **0.5** %
- Percentage of businesses ranked 5 with this model segment: **11** %
- Within this model segment, the average probability of becoming no longer viable:**0.6** %

Data Depth Indicator
Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:
Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

56

High Risk (1) — Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- Negative change in net worth
- UCC Filings reported

- High number of enquiries to D&B over last 12 months

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	1487	0.2 %	0.48	3

Business and Industry Trends

△FAILURE SCORE ⬚Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	56
Region:(SOUTH ATLANTIC)	48
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range:(500+)	61
Years in Business:(26+)	77

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

89

High Risk (1) Low Risk (100)

- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	575	1.68 %	10.2 %	2

Business and Industry Trends

△DELINQUENCY SCORE ⬚Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	89
Region:(SOUTH ATLANTIC)	43
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range:(500-38527)	84
Years in Business:(26+)	85

D&B PAYDEX

79

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 2 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

D&B 3 MONTH PAYDEX

80

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average ON TERMS

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

Business and Industry Trends

7389 - Business services

△PAYDEX ⬚Industry Lower Quartile Industry Median Quartile ✳Industry Upper Quartile

D&B RATING

Current Rating as of 03/05/2020

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

History since 05/20/2010

Date Applied	D&B Rating
02/09/2016	5A3
08/12/2015	5A2
03/17/2015	5A3
02/09/2015	5A2
11/16/2012	5A3

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
2
Days Beyond Terms

% of Trade Within Terms
84%

Highest Past Due
US$ 20,000

Highest Now Owing:
US$ 1,000,000

Total Trade Experiences:
64
Largest High Credit:
US$ 1,000,000
Average High Credit:
US$ 104,880

Total Unfavorable Comments :
2
Largest High Credit:
US$ 10,000

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

79

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 2 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)

☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7389 - Business services

△PAYDEX ⬚Industry Lower Quartile ◔Industry Median Quartile ✳Industry Upper Quartile

	9/19	10/19	11/19	12/19	1/20	2/20	3/20	4/20	5/20	6/20	7/20	8/20
This Business	79	79	79	79	79	79	77	76	75	75	78	78
Industry Quartile												
Upper	80	-	-	80	-	-	80	-	-	80	-	-
Median	78	-	-	78	-	-	78	-	-	78	-	-
Lower	70	-	-	70	-	-	70	-	-	69	-	-

	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	Current 2021
This Business	78	78	78	78	78	78	78	77	77	77	76	79
Industry Quartile												
Upper	80	-	-	80	-	-	80	-	-	80	-	-
Median	78	-	-	78	-	-	78	-	-	78	-	-
Lower	69	-	-	69	-	-	68	-	-	69	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	5	US$ 3,300,000	100
50,000 - 99,999	2	US$ 150,000	100
15,000 - 49,999	7	US$ 175,000	81
5,000 - 14,999	5	US$ 32,500	85
1,000 - 4,999	7	US$ 11,500	92
Less than 1,000	9	US$ 1,800	84

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	2	5,000	50	150	0	0	0
2711 - Newspaper-print/publ	1	5,000	0	100	0	0	0
2741 - Misc publishing	1	1,000	50	50	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	2	10,000	200	0	0	0	0
3579 - Mfg misc office eqpt	1	10,000	100	0	0	0	0
3571 - Mfg computers	1	500	100	0	0	0	0
48 - Communications	7	80,000	200	0	0	0	0
4813 - Telephone communictns	6	80,000	100	0	0	0	0
4812 - Radiotelephone commun	1	15,000	100	0	0	0	0
49 - Electric, Gas and Sanitary Services	1	2,500	100	0	0	0	0
4911 - Electric services	1	2,500	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	5	800,000	300	0	0	0	0
5045 - Whol computers/softwr	3	800,000	100	0	0	0	0
5044 - Whol office equipment	1	5,000	100	0	0	0	0
5085 - Whol industrial suppl	1	50	100	0	0	0	0
51 - Wholesale Trade - Nondurable Goods	3	50	150	0	0	25	25
5171 - Petroleum terminal	2	50	50	0	0	25	25
5199 - Whol nondurable goods	1	50	100	0	0	0	0
61 - Nondepository Credit Institutions	2	1,000,000	100	0	0	0	0
6159 - Misc business credit	2	1,000,000	100	0	0	0	0
73 - Business Services	5	20,000	0	50	50	0	100
7389 - Misc business service	3	250	0	0	0	0	100
7361 - Employment agency	1	20,000	0	50	50	0	0
7372 - Prepackaged software	1	0	0	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	4	35,000	100	0	0	0	0

9311 - Public finance	4	35,000	100	0	0	0	0
96 - Administration of Economic Programs	1	50	100	0	0	0	0
9611 - Admin economic prgm	1	50	100	0	0	0	0
99 - Nonclassifiable Establishments	6	600,000	98	0	0	0	2
9999 - Nonclassified	6	600,000	98	0	0	0	2

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
08/21	Pays Promptly	-	800,000	800,000	0	1
07/21	Pays Promptly	-	1,000,000	1,000,000	0	1
07/21	Pays Promptly	N30	800,000	800,000	0	1
07/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
07/21	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
07/21	Pays Promptly	-	750	750	0	1
07/21	Pays Promptly	-	50	50	0	1
07/21	Pays Promptly	N30	50	50	0	1
07/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	0	0	0	Between 2 and 3 Months
07/21	Pays Slow 30+	N30	5,000	0	0	Between 6 and 12 Months
07/21	Pays Slow 30-60+	-	20,000	20,000	20,000	Between 4 and 5 Months
07/21	Pays Slow 120+	-	250	250	250	1
07/21	Pays Slow 90-150+	-	50	50	50	1
06/21	Pays Promptly	-	80,000	40,000	0	1
06/21	Pays Promptly	-	70,000	40,000	0	1
06/21	Pays Promptly	-	45,000	20,000	0	1
06/21	Pays Promptly	-	15,000	10,000	0	1
06/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	7,500	1,000	0	1
06/21	Pays Promptly	-	2,500	2,500	0	1
06/21	Pays Promptly	N30	2,500	1,000	0	1
06/21	Pays Promptly	-	1,000	1,000	0	1
06/21	Pays Promptly	-	50	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	50	50	0	1
06/21	Pays Promptly	-	0	0	0	Between 6 and 12 Months
06/21	Pays Prompt to Slow 90+	-	1,000	0	0	1
06/21	-	Cash account	500	0	0	1
06/21	-	Cash account	100	0	0	1
06/21	-	Cash in advance	50	0	0	Between 6 and 12 Months
06/21	-	Cash account	0	0	0	Between 6 and 12 Months
04/21	Pays Promptly	-	5,000	0	0	1
03/21	-	Cash account	0	0	0	1
03/21	-	Cash account	100	0	0	1
03/21	-	Cash account	50	0	0	1
03/21	-	Cash account	50	0	0	1
02/21	Pays Promptly	-	35,000	0	0	1
02/21	Pays Promptly	-	2,500	0	0	1
02/21	Bad debt	-	100	100	100	-
01/21	Pays Promptly	N15	50	0	0	Between 6 and 12 Months
12/20	-	Cash account	50	0	0	1
10/20	Pays Promptly	Lease Agreemnt	15,000	15,000	0	1
10/20	-	Cash account	100	0	0	1
10/20	-	-	50	0	0	1
09/20	-	Cash account	0	0	0	1
09/20	-	Cash account	500	0	0	Between 6 and 12 Months
09/20	-	Cash account	50	0	0	1
08/20	-	Cash account	50	0	0	Between 6 and 12 Months
07/20	-	Cash account	50	0	0	1
07/20	-	Cash account	50	0	0	1
06/20	Pays Promptly	-	600,000	300,000	0	1
06/20	Pays Promptly	-	100,000	55,000	0	1
06/20	Pays Prompt to Slow 120+	-	25,000	0	0	Between 6 and 12 Months
06/20	Bad debt	-	10,000	10,000	10,000	-
06/20	-	Cash account	50	0	0	Between 6 and 12 Months
06/20	-	Cash account	50	0	0	1
04/20	-	Cash account	50	0	0	1
12/19	Pays Promptly	-	500	0	0	Between 6 and 12 Months
12/19	-	Cash account	100	0	0	1
12/19	-	-	100	0	0	Between 6 and 12 Months
11/19	-	Cash account	50	0	0	1
09/19	-	-	2,500	0	0	Between 6 and 12 Months
07/19	Pays Promptly	-	1,000	0	0	1
07/19	Pays Prompt to Slow 30+	-	1,000	0	0	Between 6 and 12 Months

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	21	US$ 2,000
Payment record unknown	3	US$ 2,650
Unfavorable comments	2	US$ 10,100
Placed for collections	0	US$ 0
Total in D&B's file	64	US$ 3,685,550

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

DOMESTIC ULTIMATE

Company	City , State	D-U-N-S® NUMBER
FLEETCOR TECHNOLOGIES, INC.	ATLANTA , Georgia	61-941-5789

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ASSOCIATED FOREIGN EXCHANGE, INC.	WOODLAND HILLS , California	09-488-2982
K & P FUEL INC	COVINGTON , Louisiana	11-897-9384
MANNATEC INC	NORCROSS , Georgia	18-576-3687
TA CONNECTIONS MN, LLC	BLOOMINGTON , Minnesota	84-705-9169
CLC GROUP, INC.	WICHITA , Kansas	79-274-0156

CORPORATE LODGING CONSULTANTS, INC.	WICHITA , Kansas	08-742-4511
COMDATA, INC.	BRENTWOOD , Tennessee	79-026-6175
SKYLARK INNOVATIONS LLC	ASHBURN , Virginia	11-773-8429
FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC	NORCROSS , Georgia	83-288-7108
FLEETCOR FUEL CARDS LLC	NORCROSS , Georgia	07-969-2169
FLEET MANAGEMENT HOLDING CORPORATION	NORCROSS , Georgia	07-963-4450
COMDATA TN, INC.	BRENTWOOD , Tennessee	07-963-4207
CAMBRIDGE MERCANTILE CORP. (U.S.A.)	NEW YORK , New York	08-061-2290
CLC LODGING INC.	LEXINGTON , Kentucky	11-221-5814
CFN HOLDING CO	PEACHTREE CORNERS , Georgia	07-539-1063
P97 NETWORKS, INC.	HOUSTON , Texas	07-857-5195
FLEETCOR JERSEY HOLDING LIMITED	NORCROSS , Georgia	11-726-3227
FLEETCOR FUNDING, LLC (SPV)	NORCROSS , Georgia	11-726-3229
COMDATA NETWORK INC. OF CALIFORNIA	NORCROSS , Georgia	11-730-9360
BDC PAYMENTS HOLDINGS, INC.	PALO ALTO , California	11-694-7654
NVOICEPAY, INC.	BEAVERTON , Oregon	06-963-3234
COMDATA LA, LLC	BATON ROUGE , Louisiana	10-048-0130
ROOMSTORM, LLC	SCHAUMBURG , Illinois	11-668-7434
ROGER.AI, INC.	SAN FRANCISCO , California	08-034-8591
TA CONNECTIONS DE, LLC	ATLANTA , Georgia	11-821-9176

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
Cambridge Mercantile Corp	TORONTO , CANADA	25-284-0046

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
FLEETCOR TECHNOLOGIES, INC.	CARLSBAD , California	10-400-1438
FLEETCOR TECHNOLOGIES, INC.	BALTIMORE , Maryland	11-646-6967
FLEETCOR TECHNOLOGIES, INC.	BATON ROUGE , Louisiana	13-210-0491
FLEETCOR TECHNOLOGIES, INC.	CHICAGO , Illinois	13-210-0624
FLEETCOR TECHNOLOGIES, INC.	FORT LAUDERDALE , Florida	13-210-0988
FLEETCOR TECHNOLOGIES, INC.	HOUSTON , Texas	13-210-1333
FLEETCOR TECHNOLOGIES, INC.	COVINGTON , Louisiana	13-210-1572
FLEETCOR TECHNOLOGIES, INC.	TAMPA , Florida	13-210-1804
FLEETCOR TECHNOLOGIES, INC.	BIRMINGHAM , Alabama	15-551-2028
FLEETCOR TECHNOLOGIES, INC.	METAIRIE , Louisiana	19-670-9989
FLEETCOR TECHNOLOGIES, INC.	JACKSONVILLE , Florida	82-619-1520
FLEETCOR TECHNOLOGIES, INC.	GASTONIA , North Carolina	94-796-0019
FLEETCOR TECHNOLOGIES, INC.	NORCROSS , Georgia	78-509-1138
FLEETCOR TECHNOLOGIES, INC.	NORCROSS , Georgia	78-509-0510
FLEETCOR TECHNOLOGIES, INC.	CONCORD , California	02-079-2174
FLEETCOR TECHNOLOGIES, INC.	WICHITA , Kansas	04-388-9460
FLEETCOR TECHNOLOGIES, INC.	NEW ORLEANS , Louisiana	78-363-5352
FLEETCOR TECHNOLOGIES, INC.	NASHVILLE , Tennessee	02-912-1034

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	0 Latest Filing: -	0 Latest Filing: -	33 Latest Filing: 12/28/2020

EVENTS

UCC Filing - Continuation

Filing Date	12/28/2020
Filing Number	2020 9192065
Received Date	06/04/2021
Original Filing Date	06/22/2011
Original Filing Number	2011 2394552
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	FLEETCOR TECHNOLOGIES, INC., NORCROSS, GA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/14/2019
Filing Number	2019 4102476
Received Date	07/19/2019
Original Filing Date	11/14/2014
Original Filing Number	2014 4608428
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	FLEETCOR TECHNOLOGIES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	12/19/2018
Filing Number	2018 8822765
Received Date	02/15/2019
Collateral	All Assets
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors	FLEETCOR TECHNOLOGIES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	02/08/2017
Filing Number	06017001141
Received Date	03/24/2017
Collateral	Equipment
Secured Party	U.S. BANK NATIONAL ASSOCIATION, OSHKOSH, WI
Debtors	DEY, ERIC R
Filing Office	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA

UCC Filing - Continuation

Filing Date	05/25/2016
Filing Number	20163140991
Received Date	07/05/2016
Original Filing Date	06/22/2011
Original Filing Number	2011 2394552
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	FLEETCOR TECHNOLOGIES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	11/20/2014
Filing Number	2014 4697983

Received Date	01/05/2015
Collateral	All Assets
Original Filing Date	12/20/2004
Original Filing Number	4359078 5
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR
Debtors	FLEETCOR FUNDING LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	11/17/2014
Filing Number	06014009858
Received Date	12/19/2014
Collateral	Assets
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC
Filing Office	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA

UCC Filing - Original

Filing Date	11/14/2014
Filing Number	2014 4608543
Received Date	12/19/2014
Collateral	All Assets
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	FLEETCOR FUEL CARDS LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	11/14/2014
Filing Number	2014 4608428
Received Date	12/19/2014
Collateral	All Assets
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, DALLAS, TX
Debtors	FLEETCOR TECHNOLOGIES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	11/14/2014
Filing Number	06714008166
Received Date	12/19/2014
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products
Original Filing Date	12/23/2004
Original Filing Number	06704012671
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, GA
Debtors	FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC
Debtors	and OTHERS
Filing Office	GWINNETT COUNTY SUPERIOR COURT CLERKS OFFICE, LAWRENCEVILLE, GA

UCC Filing - Continuation

Filing Date	09/08/2014
Filing Number	2014 3575974
Received Date	11/11/2014
Original Filing Date	12/20/2004
Original Filing Number	4359078 5
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
Debtors	FLEETCOR FUNDING LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	08/11/2014
Filing Number	06714005426
Received Date	08/21/2014
Original Filing Date	12/23/2004
Original Filing Number	06704012671
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, GA
Debtors	FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC
Filing Office	GWINNETT COUNTY SUPERIOR COURT CLERKS OFFICE, LAWRENCEVILLE, GA

UCC Filing - Amendment

Filing Date	02/08/2013
Filing Number	06713000999
Received Date	04/25/2013
Collateral	Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products
Original Filing Date	12/23/2004
Original Filing Number	06704012671
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
Debtors	FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC
Filing Office	GWINNETT COUNTY SUPERIOR COURT CLERKS OFFICE, LAWRENCEVILLE, GA

UCC Filing - Amendment

Filing Date	02/08/2013
Filing Number	06713000996
Received Date	04/25/2013
Original Filing Date	12/23/2004
Original Filing Number	06704012671
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, GA
Debtors	FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC
Filing Office	GWINNETT COUNTY SUPERIOR COURT CLERKS OFFICE, LAWRENCEVILLE, GA

UCC Filing - Amendment

Filing Date	02/07/2013
Filing Number	2013 0509225
Received Date	03/07/2013
Original Filing Date	12/20/2004
Original Filing Number	4359078 5
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR
Debtors	FLEETCOR FUNDING LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	02/07/2013
Filing Number	2013 0541467
Received Date	03/07/2013
Collateral	Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Equipment including proceeds and products - and OTHERS
Original Filing Date	12/20/2004
Original Filing Number	4359078 5
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
Debtors	FLEETCOR FUNDING LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	06/22/2011
Filing Number	2011 2394552
Received Date	07/13/2011
Collateral	Negotiable instruments and proceeds
Secured Party	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL

Debtors	FLEETCOR TECHNOLOGIES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/30/2009
Filing Number	2009 3118335
Received Date	10/29/2009
Collateral	Equipment including proceeds and products
Secured Party	IKON FINANCIAL SVCS, MACON, GA
Debtors	FLEETCOR TECHNOLOGIES
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	09/18/2009
Filing Number	2009 2988381
Received Date	10/22/2009
Collateral	Equipment
Original Filing Date	07/07/2007
Original Filing Number	2007 2563731
Secured Party	IKON FINANCIAL SVCS, MACON, GA
Debtors	FLEETCOR TECHNOLOGIES
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	07/16/2009
Filing Number	06709005402
Received Date	08/08/2009
Original Filing Date	12/23/2004
Original Filing Number	06704012671
Secured Party	PNC BANK, NATIONAL ASSOCIATION AS ADMINISTRATOR
Debtors	FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC, NORCROSS, GA
Filing Office	GWINNETT COUNTY SUPERIOR COURT CLERKS OFFICE, LAWRENCEVILLE, GA

UCC Filing - Continuation

Filing Date	07/15/2009
Filing Number	2009 2269873
Received Date	09/23/2009
Original Filing Date	12/20/2004
Original Filing Number	4359078 5
Secured Party	PNC BANK, NATIONAL ASSOCIATION AS ADMINISTRATOR, PITTSBURGH, PA
Debtors	FLEETCOR FUNDING LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	10/30/2007
Filing Number	2007 4120506
Received Date	11/29/2007
Collateral	Negotiable instruments and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Original Filing Date	12/20/2004
Original Filing Number	4359078 5
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATOR, PITTSBURGH, PA
Debtors	FLEETCOR FUNDING LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

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There are additional UCC's in D&B's file on this company available by contacting 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
08/11/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 6 months ended June 30, 2021: Revenue of $1,276,004,000, Net Income of $380,486,000; compared to Revenue of $1,186,239,000, Net Income of $305,548,000 for the comparable period in the prior year.
08/07/2021	ANNOUNCED MERGER/ACQUISITION: According to published reports, FLEETCOR Technologies, Inc., DUNS 619415789, (Atlanta, GA) announced signing a definitive agreement to acquire ALE Solutions, Inc., DUNS 019149611, (Saint Charles, IL). The transaction is expected to close in the third quarter of 2021, subject to regulatory approval and standard closing conditions.

Financials - D&B

Financials

FINANCIAL STATEMENT COMPARISON

	Fiscal Consolidated 12/31/2020 In Thousands	Fiscal Consolidated 12/31/2019 In Thousands	Fiscal Consolidated 12/31/2017 In Thousands	Last 3 years
Current Assets	3,956,318	4,618,571	3,549,701	
Total Current Liabilities	3,968,311	4,463,068	4,095,502	
Tangible Net Worth	3,355,411	3,711,616	3,676,522	
Sales	2,388,855	2,648,848	2,249,538	
Net Income	704,216	895,073	740,200	
Current Ratio	1	1.03	0.87	
Working Capital	(11,993)	155,503	(545,801)	
Other Assets	7,238,261	7,629,970	7,768,658	
Long Term Liabilities	3,870,857	4,073,857	3,546,335	

* = In Single Units

STATEMENT INFORMATION

Profit And Loss Information	From JAN 01 2021 to MAR 31 2021 sales $608,623,000; operating expenses $342,658,000. Operating income $265,965,000; other income $9,000; other expenses $30,294,000; net income before taxes $235,680,000; Federal income tax $51,441,000; net income $184,239,000.
Source Information	Statement obtained from Securities And Exchange Commission. Prepared from books without audit.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

LATEST FINANCIAL STATEMENT

Balance Sheet 03/31/2021

Assets

Current Assets	Interim 03/31/2021
Securitized Accounts Rec-Restricted	USD 915,000
Prepaid Exps & Other Current Assets	USD 348,227
Accounts Receivable	USD 1,590,624
Cash	USD 958,322
Restricted Cash	USD 473,200
Total Current Assets	USD 4,285,373

Long Term Assets	Interim 03/31/2021
Other Intangibles-Net	USD 2,050,919
Property, Plant, Fixtures & Equipment	USD 200,161
Investments	USD 11,857
Goodwill	USD 4,693,469
Other long term assets	USD 185,695
Total Assets	USD 11,427,474

Liabilities

Total Current Liabilities	Interim 03/31/2021
Customer Deposits	USD 1,118,965
Securitization Facility	USD 915,000
Accruals	USD 278,663
Other Current Liabilities	USD 203,202
Notes Payable & Lines Of Credit	USD 449,165
Accounts Payable	USD 1,348,983
Total Current Liabilities	USD 4,313,978

Long Term Liabilities	Interim 03/31/2021
ACCUM OTHER COMPREHENSIVE LOSS	(USD 1,481,019)
TREASURY STOCK	(USD 3,618,784)
Common Stock	USD 127
Other Long Term Liabilities	USD 233,740
Retained Earnings	USD 5,601,184
Additional Paid In Capital / Capital Surplus	USD 2,794,991

Deferred Income Taxes	USD 501,302
Notes Payable & Lines Of Credit	USD 3,081,955
Total Liabilities & Net Worth	USD 11,427,474

Financial Ratios

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018
Current Ratio	1	1.03	0.86
Quick Ratio	0.89	0.94	0.82
Current Liabilities to Net Worth (%)	118.27	120.25	134.58
Total Liabilities/Net Worth (%)	233.63	230.01	235.39
Current Liabilities to Inventory (%)	-	-	-
Fixed Assets to Net Worth (%)	6.04	5.38	5.57
Cash Ratio	0.37	0.38	0.3

Efficiency Ratios	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018
Accounts Payable to Sales Ratio	0.56	0.58	0.57
Sales to Working Capital Ratio	(199.19)	17.03	(3.93)
Sales To Inventory (%)	-	-	-
Assets/Sales	468.62	462.41	460.35
ROCE (%)	14.01	15.77	18.39

Profitability Ratios	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018
Return On Net Worth (%)	20.99	24.12	24.29
Return on Assets (%)	6.29	7.31	7.24
Return on Sales (%)	42.38	46.35	50.69
Gross Profit Margin (%)	100	100	100
Operating Margin (%)	40.7	46.49	44.82
Pre-Tax Profit Margin (%)	36.94	40.69	45
Profit Margin (%)	29.48	33.79	33.35
Pre-Tax Return on Equity (%)	26.3	29.04	32.79
After Tax Return on Equity (%)	20.99	24.12	24.29
Operating Income to Interest Ratio	7.49	8.21	7.88

Leverage Ratios	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018
EBITDA to EBIT Ratio	1.26	1.23	1.23
Debt to Income Ratio	11.13	9.54	9.69
Debt to Equity Ratio	2.34	2.3	2.35
Equity Ratio (%)	29.97	30.3	29.82
Interest Coverage Ratio	7.8	8.18	8.91
Interest Coverage to EBITDA Ratio	9.81	10.04	10.93

Income Statement

	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018	Last 3 years
Sales (Revenue)	2,388,855,000	2,648,848,000	2,433,492,000	
Cost of Revenue	-	-	-	
Gross Profit	**2,388,855,000**	**2,648,848,000**	**2,433,492,000**	
Sales and General Admin	1,161,788,000	1,143,208,000	1,068,185,000	
Research and Development Expense	-	-	-	
Non-Recurring Expenses	-	-	-	
Other Operating Items	254,802,000	274,210,000	274,609,000	
Operating Income	972,265,000	1,231,430,000	1,090,698,000	
Net Total Other Income and Expenses	40,063,000	(3,563,000)	142,921,000	
Earnings Before Interest and Taxes	1,012,328,000	1,227,867,000	1,233,619,000	
Interest Expense	129,803,000	150,048,000	138,494,000	
Earnings Before Tax	882,525,000	1,077,819,000	1,095,125,000	
Income Tax Expense	178,309,000	182,746,000	283,642,000	
Equity Earnings or Loss	-	-	-	
Minority Interest Expense	-	-	-	
Net Income from Continuing Operations	704,216,000	895,073,000	809,385,000	
Discontinued Operations	-	-	-	
Effect of Accounting Changes	-	-	-	
Extraordinary Items	-	-	-	
Net Income	**704,216,000**	**895,073,000**	**811,483,000**	
Preferred Stocks & Other Adjustments	-	-	-	
Net Income Applicable to Common Shares	704,216,000	895,073,000	811,483,000	

Balance Sheet

FINANCIAL STATEMENT COMPARISON

Assets	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018	Trends
Cash and Cash Equivalents	1,476,619,000	1,675,237,000	1,364,893,000	
Short Term Investments	-	-	-	
Net Trade Receivables	2,066,775,000	2,539,934,000	2,311,815,000	
Inventory	-	-	-	

Other Current Assets	412,924,000	403,400,000	199,278,000	
Total Current Assets	**3,956,318,000**	**4,618,571,000**	**3,875,986,000**	
Fixed Assets	202,509,000	199,825,000	186,201,000	
Long Term Investments	7,480,000	30,440,000	42,674,000	
Deferred Long Term Asset Charges	-	-	-	
Other Assets	193,209,000	224,776,000	147,632,000	
Goodwill	4,719,181,000	4,833,047,000	4,542,074,000	
Total Assets	**11,194,579,000**	**12,248,541,000**	**11,202,477,000**	
Accumulated Amortization	-	-	-	
Intangible Assets	2,115,882,000	2,341,882,000	2,407,910,000	

Liabilites	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018	Trends
Accounts Payable	1,337,159,000	1,525,097,000	1,379,243,000	
Short Term and Current Long Term Debt	505,697,000	775,865,000	1,184,616,000	
Other Current Liabilities	2,125,455,000	2,162,106,000	1,931,354,000	
Total Current Liabilities	**3,968,311,000**	**4,463,068,000**	**4,495,213,000**	
Long Term Debt	3,126,926,000	3,289,947,000	2,748,431,000	
Deferred Long Term Liability Charges	498,154,000	519,980,000	491,946,000	
Negative Goodwill	-	-	-	
Minority Interest	-	-	-	
Other Liabilities	245,777,000	263,930,000	126,707,000	
Misc Stocks, Options & Warrants	-	-	-	
Total Liabilities	**7,839,168,000**	**8,536,925,000**	**7,862,297,000**	

Shareholder's Equity	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018	Trends
Preferred Stocks	-	-	-	
Common Stocks	126,000	124,000	123,000	
Retained Earnings	5,416,945,000	4,712,729,000	3,817,656,000	
Treasury Stocks	3,448,402,000	2,523,493,000	1,870,584,000	
Capital Surplus	2,749,900,000	2,494,721,000	2,306,843,000	
Other Equity	(1,363,158,000)	(972,465,000)	(913,858,000)	
Total Equity	**3,355,411,000**	**3,711,616,000**	**3,340,180,000**	

Cash Flow

CASH FLOW

	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Fiscal Consolidated 12/31/2018	Last 3 years
Depreciation	261,287,000	279,316,000	279,951,000	
Net Income Adjustments	154,828,000	177,137,000	(3,332,000)	
Changes in Liabilities	89,983,000	198,756,000	27,386,000	
Changes in Accounts Receivables	(264,140,000)	196,028,000	159,024,000	
Changes in Inventories	-	-	-	-
Changes in Other Operating Activities	1,865,000	192,183,000	53,082,000	
Net Cash Flows - Operating Activities	1,472,589,000	1,162,071,000	903,382,000	
Capital Expenditures	78,425,000	75,170,000	81,387,000	
Investments	(52,963,000)	0	0	-
Other Cash Flows from Investing Activities	(80,787,000)	(448,532,000)	55,117,000	
Net Cash Flows - Investing Activities	(106,249,000)	(523,702,000)	(26,270,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(713,113,000)	(525,984,000)	(903,016,000)	
Net Borrowings	(429,734,000)	133,656,000	254,241,000	
Other Cash Flows from Financing Activities	(344,000)	52,000	887,000	
Net Cash Flows - Financing Activities	(1,416,801,000)	(310,171,000)	(577,815,000)	
Effect of Exchange Rate	(148,157,000)	(17,854,000)	(65,274,000)	
Change in Cash and Cash Equivalents	(198,618,000)	310,344,000	234,023,000	

Company Profile

COMPANY OVERVIEW

D-U-N-S
61-941-5789

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
02/03/1998

Business Commenced On
1986

State of Incorporation
DELAWARE

Ownership
Public: FLT(NYS)

Mailing Address
UNITED STATES

Telephone
+1 770-449-0479

Website
www.fleetcor.com

Present Control Succeeded
1986

SIC
73891008

NAICS
561499

Annual Sales
US$ 2,388,855,000

Employees
8,700 (130 here)

Age (Year Started)
35 Years (1986)

Named Principal
Ronald Clarke, CEO-CHB

Line of Business
Business services

BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2013-02-23
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	FLEETCOR TECHNOLOGIES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	02/03/1998
Registration ID	2854298
Registration Status	STATUS NOT AVAILABLE
Filing Date	02/03/1998
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE RD STE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

RONALD CLARKE, CEO-CHB
CHARLES FREUND, CFO
DAN CSONT, CHIEF MARKETING OFFICER
SCOTT DUFOUR, CIO
ALISSA VICKERY, CHIEF ACCOUNTING OFFICER
CRYSTAL WILLIAMS, CHIEF HUMAN RESOURCES OFFICER
JOHN COUGHLIN, PRES
ALEXEY GAVRILENYA, PRES
ALAN KING, PRES
ARMANDO NETTO, PRES
RON ROGERS, PRES
MARK SCHATZ, PRES

Directors

DIRECTOR(S): The officers identified by (+) and Hala Moddelmog and Archie L. Jones, Jr.

COMPANY EVENTS

The following information was reported on: 07/12/2021

The Delaware Secretary of State's business registrations file showed that FleetCor Technologies, Inc. was registered as a Corporation on February 3, 1998, under the file registration number 2854298.

Business started 1986.

RECENT EVENTS:.

On July 12, 2021, sources stated that Stored Value Solutions, Louisville, KY, has been acquired by Fleetcor Technologies, Inc. Atlanta, GA, on 2021. With the acquisition, Stored Value Solutions will cease to exist. Repeated attempts to contact the management to confirm the transaction by and between Stored Value Solutions and Fleetcor Technologies, Inc. were unsuccessful. Further details are unavailable at this time.

RECENT EVENTS:.

The company's predecessor was organized in the United States in 1986 and in 2000 the company changed its name to FleetCor Technologies, Inc. The company was incorporated in 1998.

The company's common stock is traded on the New York Stock Exchange (NYSE) under the symbol "FLT". As of December 31, 2015, there were 45 shareholders of record. As of February 14, 2016, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: Lone Pine Capital LLC (6.9%); The Vanguard Group (6.4%) and Jennison Associations, LLC (5.0%). As of the same date, officers and directors as a group beneficially owned 4.3% of the outstanding shares.

RECENT EVENTS:.

On June 24, 2021, sources stated that FLEETCOR Technologies, Inc., Atlanta, GA, has completed the acquisition of Associated Foreign Exchange, Inc. d/b/a AFEX, Woodland Hills, CA, on June 1, 2021. With the acquisition, Associated Foreign Exchange, Inc. became a subsidiary of FLEETCOR Technologies, Inc.. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On February 24, 2021, sources stated that FleetCor Technologies, Inc., Atlanta, GA, has acquired Roger.ai, Inc., San Francisco, CA, on January 28, 2021. With the acquisition, Roger.ai, Inc. will now operate as a subsidiary of FleetCor Technologies, Inc.. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

According to a published report dated Dec 20, 2019, the Federal Trade Commission filed suit against FleetCor Technologies, alleging that the fuel card marketer made false promises and charged business customers hundreds of millions of dollars in hidden fees. The FTC has asked the court to issue an injunction against the alleged practices and make FleetCor refund all "ill-gotten" payments. The suit was filed in the U.S. District Court for the Northern District of Georgia, which is in Atlanta.

FleetCor issued a statement in response to the FTC action. "FleetCor strongly disagrees with the FTC's complaint (and) believes the FTC's claims are without merit," the company stated. "We intend to vigorously defend ourselves against the FTC in court.".

On October 22, 2019, sources stated that FleetCor Technologies, Inc., Norcross, GA, has acquired LJK Companies, LLC d/b/a Travelliance, Bloomington, MN, on October 2, 2019. With the acquisition, LJK Companies, LLC will now operate as a subsidiary of FleetCor Technologies, Inc. Employees were retained. Terms of the transaction were not disclosed. Further details are unavailable.

On July 26, 2019, sources stated that Fleetcor Technologies, Inc., Norcross, GA, through its subsidiary Comdata, Inc., Brentwood, TN, has completed the acquisition of Sole Financial, Inc., Portland, OR, on July 8, 2019. With the acquisition, Sole Financial, Inc. will now operate as a subsidiary of Sole Financial, Inc.. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On November 13, 2017, sources stated that FleetCor Technologies, Inc., Norcross, GA, has completed the acquisition of Creative Lodging Solutions, LLC, Lexington, KY, on October 13, 2017. With the acquisition, Creative Lodging Solutions, LLC will now operate as a subsidiary of FleetCor Technologies, Inc. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On August 15, 2017, sources stated that FLEETCOR Technologies, Inc., Norcross, GA, has acquired Cambridge Mercantile Corp. d/b/a Cambridge Global Payments, Toronto, Canada, on August 9, 2017. The transaction was approximately $690 million. Further details are unavailable.

On July 26, 2017, sources stated that Michelin North America, Inc., Greenville, SC, has acquired Discrete Wireless, Inc. d/b/a NexTraq, Atlanta, GA, from Fleetcor Technologies, Inc., Norcross, GA, on July 20, 2017. With the acquisition, Discrete Wireless, Inc. will now operate as a wholly-owned subsidiary of Michelin North America, Inc. Employees and management were retained. Terms of the transaction were undisclosed. Further details are unavailable.

On September 9, 2016, sources stated that FleetCor Technologies, Inc., Norcross, GA, has completed the acquisition of Servios e Tecnologia de Pagamentos S.A., Osasco, Brazil, on August 31, 2016 for approximately US$1.3 billion. Further details are unavailable.

On August 18, 2016, sources stated that Fleetcor Technologies, Inc., Norcross, GA, has completed the acquisition of Travelcard Nederland B.V., Netherlands, on August 4, 2016. Terms of transactions were not disclosed. Further details were unavailable.

During 2015, the company completed acquisitions of Shell portfolios related to its fuel card businesses in Europe, as well as a small acquisition internationally, with an aggregate purchase price of $45.7 million.

On November 14, 2014, the company acquired Comdata Inc. from Ceridian LLC, a portfolio company of funds affiliated with Thomas H. Lee Partners, L.P. and Fidelity National Financial Inc., for $3.42 billion, net of cash acquired.

RONALD CLARKE. Director since 2000. He has been the company's CEO since August 2000 and was appointed Chairman of its Board of Directors in March 2003.

CHARLES FREUND. He was named the company's Executive Vice President - Global Sales in January 2016 and has been with the company in other various positions since 2000.

DAN CSONT. Antecedents not available.

SCOTT DUFOUR. Antecedents not available.

ALISSA VICKERY. Antecedents not available.

CRYSTAL WILLIAMS. Antecedents not available.

JOHN COUGHLIN. Antecedents not available.

ALEXEY GAVRILENYA. Antecedents not available.

ALAN KING. Antecedents not available.

ARMANDO NETTO. Antecedents not available.

RON ROGERS. Antecedents not available.

MARK SCHATZ. Antecedents not available.

ANNOUNCED MERGER/ACQUISITION: On March 14, 2016, the company signed a definitive agreement to acquire all of the outstanding stock of Servios e Tecnologia de Pagamentos S.A. ("STP"), from a shareholder group including concessionaires CCR S.A., and Arteris S.A., Raizen Combustiveis S.A., and others. The company anticipate the price at closing to be approximately R$4.2 billion. The company expects the acquisition to close in the third quarter of 2016, subject to regulatory approvals.

Business address has changed from 5445 Triangle Pkwy Ste 400, Norcross, GA, 30092 to 3280 Peachtree Rd Ste 2400, Atlanta, GA, 30305.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 07/12/2021

Business Information

Trade Names	FLEETCOR
Description	Operates business services, specializing in pay telephone network and credit card services (100%). Terms are on a contractual basis. Sells to commercial concerns. Territory : International.
Employees	8,700 which includes officer(s). 130 employed here.
Financing Status	Secured
Financial Condition	Good
Seasonality	Historically gift card business revenues have been strongest in the third and fourth quarters, and weakest in the first and second quarters, as the retail industry has its highest level of activity during and leading up to the Christmas holiday season.
Facilities	Leases 81,000 sq. ft. in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7389	Business services	-
73891008	Pay telephone network	-
73890903	Credit card service	-
73899968	Business to business services, nec	-

NAICS Codes	NAICS Description
561499	All Other Business Support Services
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities
561990	All Other Support Services

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	Yes
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Associations

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
FleetCor MC Testing	ACCOUNT - #000000000FP027-01	No Action Recommended	01/16/2020
FLEETCOR GJ 4	ACCOUNT - #UN3GV	No Action Recommended	01/22/2020
Fleetcor Test Account	ACCOUNT - #000000000TX614-MC	No Action Recommended	02/04/2020
FUELMAN - FRITO LAY DOOR PRIZE	ACCOUNT - #185960	No Action Recommended	04/10/2020
CA CARD TEST 7	ACCOUNT - #2419099	No Action Recommended	04/10/2020
Fleetcor OE Testing	ACCOUNT - #000000000FI446-01	No Action Recommended	08/12/2020
FLEETCOR	ACCOUNT - #Lodging_11157	No Action Recommended	10/01/2020
Beth Cobb	ACCOUNT - #187787	No Action Recommended	05/04/2021
FLEETCOR TEST	ACCOUNT - #712558	No Action Recommended	05/04/2021
FLEETCOR	ACCOUNT - #AY894	No Action Recommended	05/04/2021
FLEETCOR/LYKINS	ACCOUNT - #BL258	No Action Recommended	05/04/2021
RON LEIDENFROST	ACCOUNT - #FJ441	No Action Recommended	05/04/2021
FLEETCOR-FUELMAN	ACCOUNT - #IQ001	No Action Recommended	05/04/2021
FLEETCOR TEST 60	ACCOUNT - #KO075	No Action Recommended	05/04/2021
FLEETCOR TEST 59	ACCOUNT - #KO071	No Action Recommended	05/04/2021
FLEETCORCHEVRON	ACCOUNT - #MF126	No Action Recommended	05/04/2021
FLEETCOR TECHNOLOGIES TEST	ACCOUNT - #LZ000	No Action Recommended	05/04/2021
FLEETCORCHEVRON	ACCOUNT - #MF197	No Action Recommended	05/04/2021
FLEETCOR	ACCOUNT - #UN6BR	No Action Recommended	05/04/2021
FLEETCOR PV	ACCOUNT - #UNO9D	No Action Recommended	05/04/2021

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

Account Number

Endorsement/Billing Reference *
michael.thompson@fleetcor.com

Sales Representatives

Credit Limit
0

Total Outstanding
0

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US Government Employee Disclaimer

EXHIBIT 4

FLEETCOR's 2020 Corporate Responsibility & Sustainability Report



2020 CORPORATE RESPONSIBILITY & SUSTAINABILITY REPORT

FLEETCOR®



TABLE OF CONTENTS

03 Letter from Our CEO

05 Business Overview

08 Sustainability Framework

12 COVID-19 Response

15 Environmental Initiatives

22 Social Initiatives

30 Governance Initiatives

LETTER FROM OUR CEO



As a global leader in business payments, FLEETCOR is committed to sustainable business practices. Our products and services enable companies to reduce their carbon footprint, save time and money, and refocus their energies on more meaningful business building pursuits. Our Board of Directors, management team, and diverse workforce all support our vision of a future where every payment is digital, every purchase is controlled, and every business decision is informed.

This year, FLEETCOR celebrates its 20th anniversary and 10 years as a publicly-traded company. We also mark a year of continued achievements in driving positive change in corporate responsibility.

Our newly formed "sustainability working group" will work to identify opportunities to improve our environmental, social, and governance initiatives.

COVID-19 RESPONSE

FLEETCOR is working hard to address the difficult challenges of the COVID-19 pandemic. We have weathered the COVID-19 crisis by ensuring business continuity for our customers and partners. We moved quickly to remote working and supported our employees' individual needs for a sustainable work/life balance. The safety of our employees and communities in which we operate is paramount, and we are following WHO and CDC guidelines to maintain a safe and healthy working environment, which includes enabling remote work whenever possible. In addition to the safety of our employees and communities, we remain focused on providing uninterrupted service to our customers and partners.

FLEETCOR entered this pandemic from a position of strength, as our operating margin profile, strong balance sheet, and low leverage provide us with significant liquidity. We will continue to monitor the economic health of our customers and our company and will take appropriate actions, as needed.

Letter from Our CEO

Business Overview

Sustainability Framework

COVID-19 Response

Environmental Initiatives

Social Initiatives

Governance Initiatives

ENVIRONMENTAL

We believe environmental sustainability is everyone's responsibility, and FLEETCOR is doing its part by providing carbon offset programs, replacing paper-based payment methods with electronic products, enabling alternative energy purchases and encouraging electronic delivery of customers' invoices and reports. This past November, we relocated our Atlanta headquarters to a modern, LEED certified building, with LED lighting, standing desks for all employees, and nearby access to public transportation.

SOCIAL

Diversity

Our commitment to fostering an inclusive culture has never been more important than in this moment of national reflection. In light of recent events, FLEETCOR is especially proud of our geographically and ethnically diverse employee base. Women represent more than 50% of our global workforce, and over 70% of our domestic employees are women or minorities. This diversity enhances our personal work experiences and boosts our company's performance, but we can do better, and we will continue to strive to do so.

Data Security and Privacy

FLEETCOR is committed to protecting the information assets of our customers. We utilize numerous technical and business controls to ensure sensitive information is transmitted, processed, and stored according to industry best practices and regulatory requirements. FLEETCOR employs dedicated staff to prevent, detect, and investigate fraudulent transactions. We work closely with payment networks (Visa, MasterCard) to apply rigorous fraud protection practices. FLEETCOR fosters a culture of security awareness through timely and thoughtful training to ensure employees are aware of security threats.

GOVERNANCE

Our Board of Directors and management team are highly engaged in conversations with shareholders about our corporate governance. Through these discussions, we have gathered a wide array of perspectives and implemented changes to improve our performance and disclosures. Additionally, the diverse skills and experience of our board members are important contributors to decisions around company strategy and capital allocation, while providing effective oversight of our company.

It is my pleasure to present this, our inaugural Corporate Responsibility and Sustainability Report. We are confident that FLEETCOR's responsible growth strategies supported by our five core values – Innovation, Execution, Integrity, People, and Collaboration – will continue to benefit our employees, customers, and shareholders now and in the future.

Sincerely,



Ronald F. Clarke
Chairman & Chief Executive Officer

Letter from Our CEO

Business Overview

Sustainability Framework

COVID-19 Response

Environmental Initiatives

Social Initiatives

Governance Initiatives



BUSINESS OVERVIEW

BUSINESS OVERVIEW

FLEETCOR Technologies, Inc. ("FLEETCOR") is a leading global provider of business payment solutions. We help companies of all sizes control, simplify, and secure payment of various domestic and cross-border payables using specialized payment products. We serve businesses, partners, merchants, consumers, and payment networks in North America, Latin America, Europe, and Asia Pacific.



$2.6B
Annual Revenue



100+
Countries



2.0B+
Transactions per Year



8,500+
Employees

(as of December 31, 2019)

Our solutions give our customers better ways to make payments. These solutions are more effective than old fashioned cash or check. We group our payment solutions into five primary categories: Fuel, Lodging, Tolls, Corporate Payments, and Prepaid. Each is unique in its focus, customer base, and target markets, but they also share a number of characteristics, including focus on business customers, recurring revenue models, specialized acceptance networks that create barriers to entry, high margins, and similar selling systems.

OUR VISION

While digital payments are prevalent in the consumer space, many business payments are still made with outdated and inferior methods. We envision a business world where every purchase is controlled, every payment is digital, and every payment-related decision is well-informed. In this future paperless state, payments will require less time to manage, giving companies more time for what matters most: activities that grow their businesses.

In this future paperless state, payments will require less time to manage, giving companies more time for what matters most.

OUR MISSION

FLEETCOR's mission is to provide businesses with a better way to pay, by replacing outdated payment methods and displacing the incumbent providers. Through the digitization of payments, we create and support robust ecosystems that benefit all participating constituents: payment-making customers, payment-accepting merchants, tax-collecting governments, and FLEETCOR.

OUR STRATEGY

FLEETCOR is a growth company, and we employ a simple three-pronged strategy for growing our business:

More Customers

We invest roughly $200 million per year in sales and marketing, predominately focused on new customer acquisition. We continue to scale existing sales channels and headcount, enable our sales team with demand generation and other tools, and launch new distribution channels both internally and through partners such as ERP software providers, telematics companies, and banks. We also grow our customer base through acquisitions.

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

More Spend

We seek to leverage our existing customer relationships and capture a greater share of their business payment spend. We have developed various "beyond" initiatives, where we extend the utility of an existing payment product without degrading its core value proposition. As such, a customer can take advantage of other offerings without sacrificing the controls and reporting that originally attracted the customer to FLEETCOR. For example:

Product extensions can increase our share of wallet with existing customers and can increase our products' appeal and applicability.

- Our fuel card customers can enable their cards to allow non-fuel purchases relevant to their business, like allowing a painting crew to buy supplies at a home improvement store so they can finish the paint job.
- Our toll tag customers can use their in-vehicle RFID tags to make other "on the go" purchases like parking, fuel, and fast food.

These use case extensions reduce payment friction, saving our customers time and operational headaches. They can also increase our share of wallet with existing customers and can increase our products' appeal and applicability to previously unserved customer segments (e.g., urban dwellers who do not use toll roads).

We also create new products, developed internally or in conjunction with partners, to cross-sell to our existing customer base.

More Geographies

We currently serve customers in over 100 countries around the world. We continue to seek attractive opportunities to enter new international markets through acquisitions and partnerships.

Awards & Recognitions

RECENT ACHIEVEMENTS IN GROWTH AND INNOVATION

FORBES GLOBAL GROWTH CHAMPION (2017-PRESENT)

FORBES WORLD'S MOST INNOVATIVE COMPANIES (2015-PRESENT)

FORTUNE 1000 COMPANY (2017-PRESENT)

S&P 500 MEMBER (2018-PRESENT)

Letter from Our CEO

Business Overview

Sustainability Framework

COVID-19 Response

Environmental Initiatives

Social Initiatives

Governance Initiatives



SUSTAINABILITY FRAMEWORK

SUSTAINABILITY FRAMEWORK

We believe good governance at all levels is necessary to assure corporate responsibility, which in turn promotes the long-term interests of our shareholders and strengthens our Board of Directors and management accountability. As a part of its primary duty overseeing the Company's corporate strategy, our Board of Directors also oversees how environmental and social issues may impact the long-term interests of our shareholders and stakeholders. At FLEETCOR, we stress that corporate responsibility is part of every employee's job because achieving operational excellence is intrinsically tied to how responsibly we run our business.

We believe that environmental and socially responsible operating practices go hand in hand with generating value for our stockholders, being good neighbors within our communities, and being a good employer to our employees.

STRATEGY AND APPROACH

In 2020, we created a sustainability working group, consisting of internal and external resources to assess environmental, social, and governance ("ESG") factors that are material to our business. Partnering with ICR Governance Solutions, we analyzed our businesses to better understand our material ESG risks and opportunities using the following process.

Step 1: Research

We performed a robust ESG Diagnostic to understand the views held by our shareholders, leading ESG frameworks, and ESG rating agencies. We also utilized aspects of the Sustainability Accounting Standard Board ("SASB"), the Task Force on Climate-related Financial Disclosures ("TCFD"), and the U.N. Sustainable Development Goals ("U.N. SDGs") to evaluate our practices. Based on this research, we identified the 19 ESG topics most relevant to businesses in our industry.

Step 2: Stakeholder Analysis

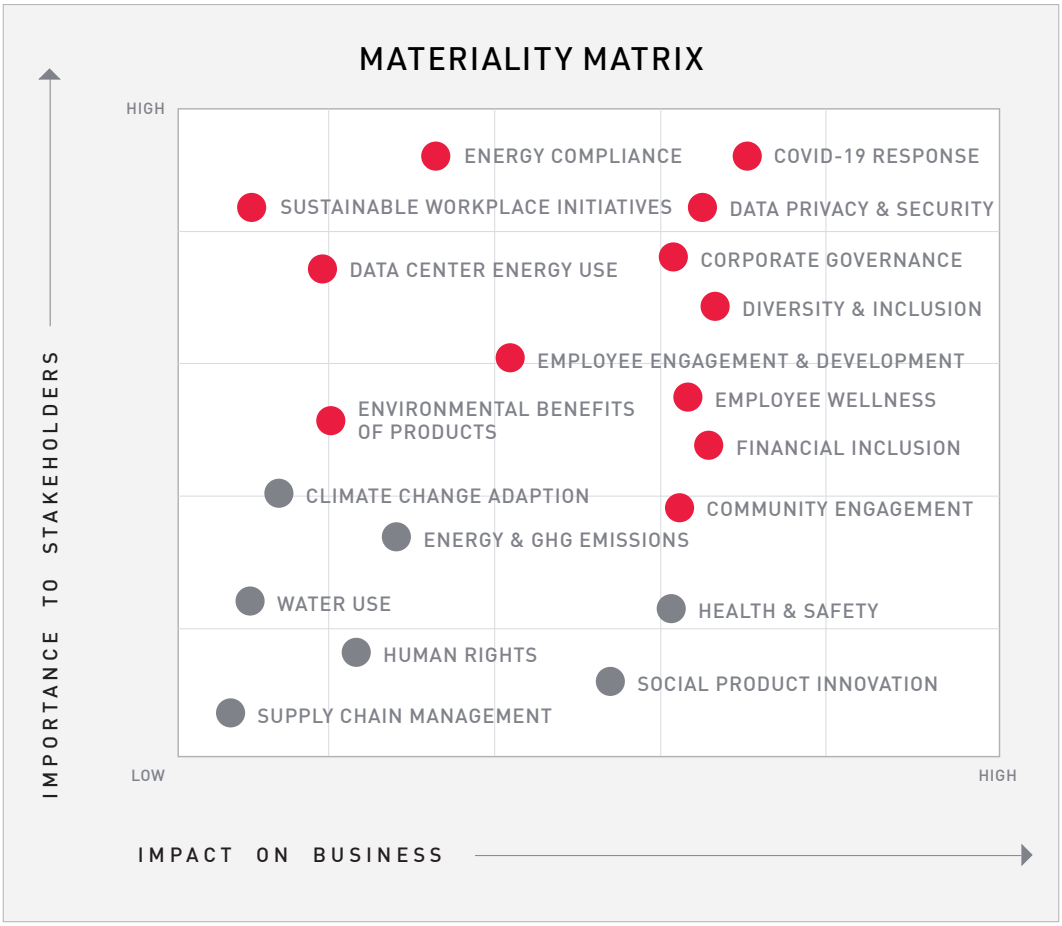
We analyzed which of the 19 ESG topics are most important to our business, shareholders, and other key stakeholders:

- **Shareholder Analysis** - Analyzed the current FLEETCOR shareholder base, as well as potential new prospective investors, in order to identify key ESG issues impacting shareholder voting history.
- **ESG Rating Agency Analysis** - Identified, analyzed, and summarized the key factors evaluated by the most influential agencies issuing ESG scores, including, but not limited to, Institutional Shareholder Services, MSCI and Sustainalytics.
- **Best Disclosure Practices** - Researched best practices being used by peer companies in order to determine how FLEETCOR can best disclose, share, and communicate its ESG policies, principles, and practices.
- **Internal Feedback** - Considered feedback from employees to help determine which topics have the greatest impact on our business.

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

Step 3: Materiality and Prioritization

We plotted the ESG topics by relative importance to stakeholders and relative business impact in order to prioritize which topics would be addressed in our inaugural Corporate Responsibility and Sustainability report. The following materiality matrix illustrates our findings.



The topics in red are covered in detail in this report as they are most critical to our business and our stakeholders. The topics in gray may not be immediately relevant to companies in our industry, however, we will continue to research them for consideration as secondary disclosures as our ESG initiatives evolve.

Letter from Our CEO

Business Overview

Sustainability Framework

COVID-19 Response

Environmental Initiatives

Social Initiatives

Governance Initiatives

SUPPORTING THE UNITED NATIONS SUSTAINABILITY GOALS

As part of our ESG materiality assessment, we examined how our business activities and ESG initiatives align with the United Nations' Sustainable Development Goals (SDGs). The U.N. SDGs are a collaborative, global effort to protect our planet, end poverty, and help people live in prosperity and peace, and are represented by 17 Global Goals and 189 targets. FLEETCOR will continue to evaluate and enhance our reporting on this important global effort.

While many of the SDGs are not relevant to the operations of FLEETCOR's business, we identified the following goals that are material to the business and the benefits we provide to our customers. To see where each SDG is covered in this report, please click on the icons below:



COVID-19 RESPONSE



COVID-19 RESPONSE

FLEETCOR prioritizes the health and safety of our employees while providing uninterrupted service to our customers and partners. FLEETCOR is proud of our quick response to the COVID-19 pandemic. With the diligent efforts of our IT department, over 8,000 employees worked remotely and securely on very short notice. Our business processes, services, and systems remained fully operational while maintaining a safe environment for our employees adhering to local and national guidelines.

COMMUNICATING WITH EMPLOYEES

Throughout the pandemic, communicating with our employees has been critical. Individual mental health and team support is essential to keeping teams successful through a trying time. Our communications include everything from updated office procedures to daily tips on how to navigate everyday challenges stemming from our current state of affairs.

We developed a specific Facebook group for employees to connect with one another and share their helpful quarantine tips and tricks. In addition to posting COVID-19 updates, we post content and topics to support general well-being, like virtual fitness classes and grocery store safety tips. Our leadership team also regularly conducts video conferencing calls with employees.

To remain engaged with our employees, we developed a number of programs such as FLEETCOR Heroes to celebrate employees who demonstrated amazing service, and free e-learning programs to help employees build their skills while working remote.

We want our employees to feel connected even though we are physically apart.





93% *of employees are able to access the work systems/technology they need to do their role from home*

Source: May '20 NA COVID-19 Employee Survey

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

MAKING THE WORKPLACE SAFE

While a full return of all employees to our office campuses is not expected until there are significant advancements in COVID-19 prevention and treatment, we have prepared a phased approach to reopening that minimizes risk and maximizes safety. We recognize the new office environment will be vastly different from office life pre-pandemic. FLEETCOR has undertaken extensive efforts to protect employees who return to the office:

- We sent masks and personal hand sanitizers to their homes along with instructions on how to use them when returning.
- All employees wear masks when they are moving outside of their respective offices and are required to sanitize their hands before and after using things like the copier or vending machine.
- We placed hand sanitizer stations near entrances/exits and other typically high-use areas.

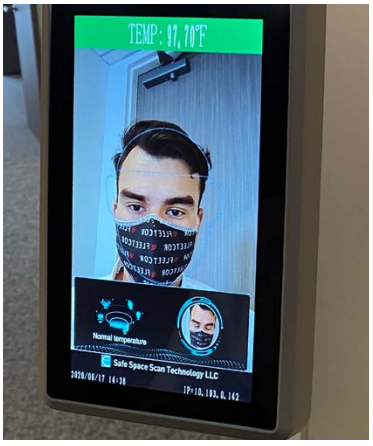






As a team, we are committed to social distancing. Based on floorplan assessments, we provided guidance to employees with offices on how many people they can safely have inside their office space. We placed signage throughout the office to remind employees to keep a safe distance from others including our catchy mantra of "No Handshakes, No Hugs, JUST SMILES."

Finally, we regularly check our employees' temperatures to detect possible symptoms using touch-less stations positioned by entrances on each floor.



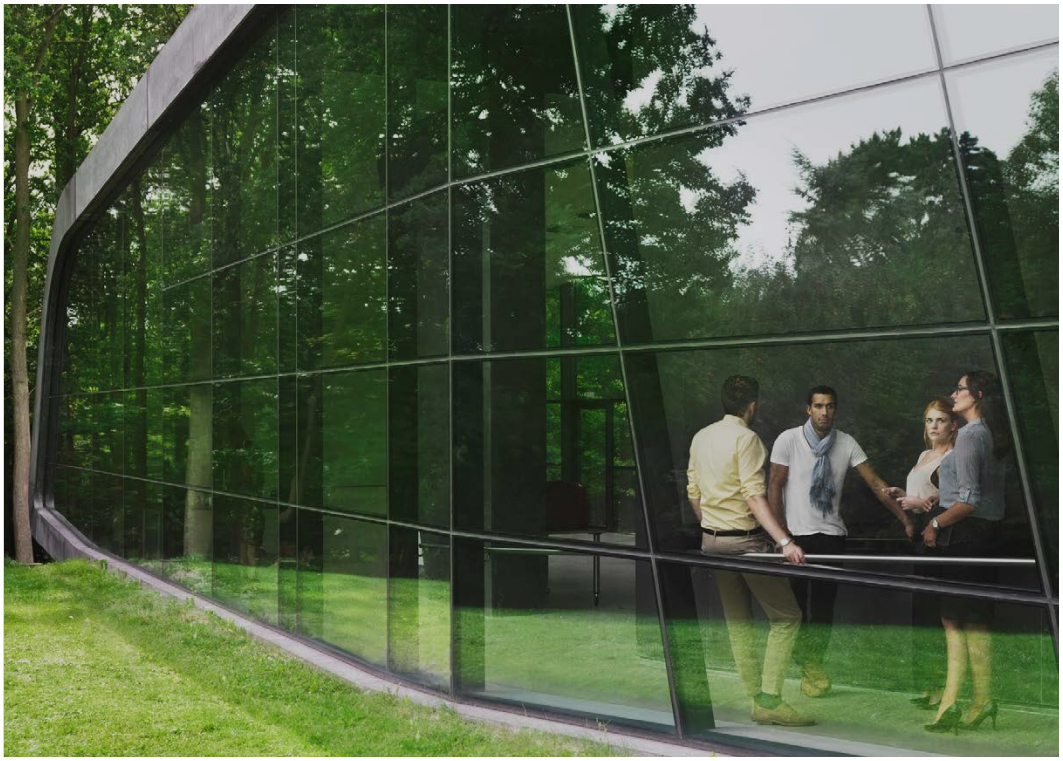
94% *of employees feel safe carrying out their role during the COVID-19 pandemic*

Source: May '20 NA COVID-19 Employee Survey

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives



ENVIRONMENTAL INITIATIVES



ENVIRONMENTAL INITIATIVES

We believe that environmentally and socially responsible operating practices are important.

Our Board of Directors and management recognize that we have a role to play in environmental stewardship. Given that FLEETCOR is a business payments solutions company, greenhouse gas ("GHG"), emissions and water and energy usage are not material factors to the day-to-day operations of our business. We believe, however, that environmentally responsible operating practices are important to generating value for our shareholders, being a good partner with our customers, and being a good employer to our employees.

Letter from Our CEO

Business Overview

Sustainability Framework

COVID-19 Response

Environmental Initiatives

Social Initiatives

Governance Initiatives

ENVIRONMENTAL BENEFITS OF PRODUCTS

Carbon Offset Programs

We offer our customers three eco-friendly carbon offset programs across our geographical regions. These programs provide our fuel card customers the opportunity to offset their fleets' carbon dioxide emissions through the purchase of carbon credits or the planting of new woodlands.

6+ MILLION
metric tons offset

10+ THOUSAND
trees planted

2+ MILLION
equivalent in tons of waste recycled

(Since inception of eco-friendly programs noted below)

A carbon offset represents the reduction, destruction, or capture of one metric ton of carbon dioxide equivalent emissions (C02e). That's a technical way of saying that companies can counteract the carbon produced by their day-to-day business processes.

These programs provide our fuel card customers the opportunity to offset their fleets' CO2 emissions through the purchase of carbon credits or the planting of new woodlands.

North America

Clean Advantage is a FLEETCOR program that provides carbon offsets to our customers, empowering them to manage carbon neutral fleets.

Clean Advantage is administered through GreenPrint, a leading international environmental technology company whose carbon offset process is validated and attested to by a global independent third party. Because upgrading a fleet to zero emission vehicles is expensive, Clean Advantage is an affordable and turnkey way to "make the fleet green" by tracking usage and providing annual reports that measure the program's impact.

USE YOUR FUEL CARD
Simply fuel up your fleet using your fuel card after enrolling in the clean advantage program.

YOUR IMPACT IS CALCULATED
GreenPrint calculates your carbon emissions based on the volume and grade of fuel purchased.

OFFSET YOUR EMISSIONS
GreenPrint invests in carbon-reducing projects and retiring a proportionate number of carbon credits on your behalf for your fleet's emissions.

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives



Europe

EcoPoint is a carbon mitigation program for our European customers, that creates new woodlands inside and outside of the U.K. Woodland creation offers a way to counteract the CO2 emissions that vehicles produce.

Forest Carbon has been our partner for the EcoPoint program since 2015. In the U.K., Forest Carbon is the leading developer of new certified woodland projects and is a member of the Woodland Carbon Code Advisory Board. The Woodland Carbon Code was developed by the government to allow businesses to support U.K. woodland creation projects to reduce CO2.

Forest Carbon has planted more than nine million trees for corporate partners in more than 150 woodlands.

Asia Pacific

EcoDrive is a tree planting and carbon mitigation program available to our customers in Australia and New Zealand. The EcoDrive program is administered through a partnership between Green Earth Appeal, an institution that plants trees in the developing world, and Green Fleet, an organization that plants trees and vegetation in New Zealand. Both Green Earth Appeal and Green Fleet have been our partners for the EcoDrive program since 2015.

The amount of CO2 offsets generated by the EcoDrive program are in review. FLEETCOR plans to include more details on our CO2 offsets for the Asia Pacific region in future reports.

CARBON OFFSET REPORT
(METRIC TONS OF CO2 OFFSET)

	2019	SINCE 2015
NORTH AMERICA	1,583,491	4,356,102
EUROPE	719,205	2,092,404
TOTAL	**2,302,696**	**6,448,506**

Source: 2019 GreenPrint Annual Impact Report and 2019 EcoPoint Customer Information Guide

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

Payment Cards for Alternative Fuels

Some of our fuel cards can pay for alternative energy, such as electricity and hydrogen. In Europe, FLEETCOR's payment solutions give customers access to an expansive, multibrand network of electric vehicle ("E.V.") charging sites. This simplifies recharging, reduces anxiety of our driver customers, and encourages alternative fuel usage.

United Kingdom

The U.K. fuel market has seen the introduction of a number of new alternative fuels in recent years. Our U.K. fuel brand, Allstar, has launched a new payment card called Allstar One Electric that helps put fleet managers in control of their alternative fuel usage by providing:

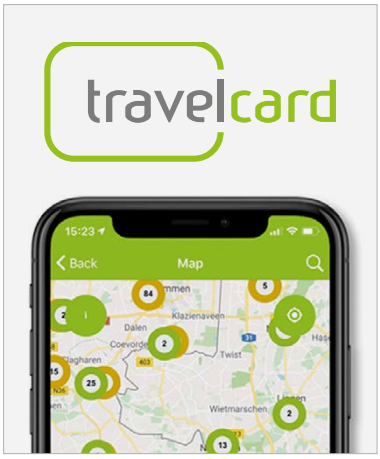
- One account to support all refueling needs
- One payment method for all fuel types
- One invoice across all fuel types



Europe

Travelcard fuel payment solutions can be used for a fleet that consists of both electric and fossil fuel vehicles. It boasts the largest E.V. network in Europe, and it continues to grow. In addition, customers can choose to enable the payment of tolls.

- 135,000 charging socket stations across 21 countries
- Convenient app for finding charging stations
- 100% coverage in the Netherlands



Note: Travelcard is a FLEETCOR brand operating in Europe

Benefits of Electronic Payments

FLEETCOR's card solutions provide electronic transactions that cut down on paper and the release of greenhouse gasses, and limit paper-related wastewater. We expect to provide more information on the environmental benefits in the future, including the amount of paper saved from using electronic payments.

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

SUSTAINABLE WORKPLACE INITIATIVES

We support workplace initiatives designed to reduce our impact on the environment, whether through reduced energy use or effective waste management, including the following:

- Motion sensor-controlled lighting - Can reduce energy lighting consumption up to 63%[1]
- LED lighting - Uses 75% less energy and last 25 times longer than incandescent lighting[2]
- Time-controlled air conditioning - Can save up to 10% energy costs per year[3]
- Video & telephone conferencing to reduce meeting-related travel
- Printing defaulted to double-sided
- Recycling
- Reusable cups and water bottles
- Disposal of hazardous waste, such as ink cartridges, batteries, and light bulbs
- DocuSign/e-Docs limits paper usage

ENERGY COMPLIANCE

We believe we should do our part to ensure environmental sustainability and certain international offices comply with the following regulations and associations:

- We are registered with the Energy Savings Opportunity Scheme (ESOS), which assesses energy use and energy efficiency opportunities with respect to facilities and transportation.

- We comply with the Streamlined Energy and Carbon Reporting (SECR) regulations with respect to energy consumption and carbon emissions that will be formally reported in December 2020. The SECR reporting framework is intended to encourage the implementation of energy efficiency measures, with both economic and environmental benefits, supporting companies in cutting costs and improving productivity while reducing carbon emissions.

We believe we should do our part to ensure environmental sustainability.



[1]Department of Energy: https://www.energy.gov/sites/prod/files/2015/11/f27/fupwg_fall2015_matour.pdf
[2]Department of Energy: https://www.energy.gov/energysaver/save-electricity-and-fuel/lighting-choices-save-you-money/led-lighting
[3]Department of Energy: https://www.energy.gov/energysaver/thermostats

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

DATA CENTER ENERGY USE

Energy consumption and usage within data centers is an important component of the day-to-day operations of our business. FLEETCOR currently outsources the majority of our data center management to third party vendors in different geographic regions and complies with all applicable regulatory requirements. FLEETCOR does not currently collect data on energy usage across these vendors, however, we intend to provide more details in future Corporate Responsibility and Sustainability Reports on how we work with third parties to manage data center energy consumption.

Case Study

ATLANTA, GEORGIA HEADQUARTERS

In November 2019, FLEETCOR moved its headquarters to a new office building in the Buckhead business district of Atlanta. This location is the center for fintech companies in the Atlanta region and will help FLEETCOR attract and retain talent. Our new headquarters is also an energy efficient building recognized with a LEED certification.

- Energy Star certified
- LEED certified
- Motion controlled lights
- LED lighting
- HVAC smart termostats
- Track energy, water usage
- Recycling
- Responsibly sourced materials
- Close to public transportation
- Bike racks, secure bike lockers
- E.V. charging stations



Photo Credit: Cousins Properties



Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives



SOCIAL INITIATIVES

SOCIAL INITIATIVES

FLEETCOR's values permeate all of our products, services, and activities in the communities we serve around the world. These values include a commitment to diversity and inclusion, both inside and outside the company. Our products empower people to engage in the global marketplace on a level playing field regardless of their means, and our philanthropic activities lift up the most vulnerable among us so that they, too, can realize their dreams. We achieve lofty goals by tapping into our greatest resource, our employees. Their diversity of experiences and opinions create a tapestry of talent that drives innovation and growth, all while protecting the privacy and security of our customers' precious data.

OUR VALUES

We must always celebrate the diversity of our company and our communities and our values foster an inclusive culture. FLEETCOR's culture reflects our history of rapid growth and our continued drive for results. Our entrepreneurial spirit remains strong across our global workforce, and we reinforce these principles in our five core values:



INNOVATION
Figure out a better way



EXECUTION
Get it done quickly



INTEGRITY
Do the right thing



PEOPLE
We make the difference



COLLABORATION
Accomplish more together

These values guide our employees and are infused in all aspects of our company. We are, as a team, united through these shared values and our mission to provide a better way to pay.

DIVERSITY & INCLUSION

Our Commitment to Culture, Inclusion, Diversity & Equality

Together we can foster true belonging. We know different ideas, perspectives, and backgrounds lead to better innovation and results. We are therefore committed to building and nurturing a culture of diversity, inclusion, and belonging by:

- Welcoming people of different backgrounds, cultures, ethnicities, genders, and sexual orientations
- Empowering our people to share their experiences and ideas through open forums and individual conversations
- Valuing each person's unique perspectives and individual contributions

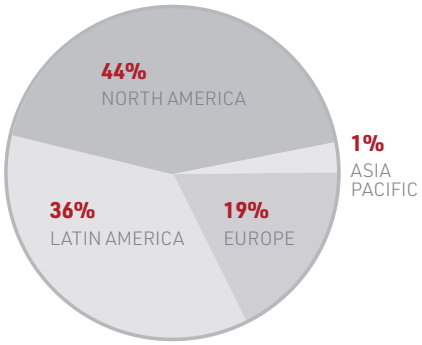
Embracing diversity enables our people to "make the difference" at FLEETCOR.

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

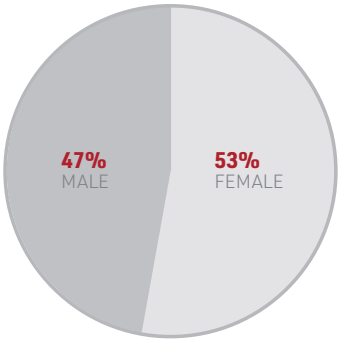
Diversity Metrics

This commitment to diversity is especially important during this moment of national reflection. Recent events make it clear that inclusion and social justice is everyone's business. With that in mind, FLEETCOR is proud to cite its geographically and ethnically diverse employee base. Women represent more than 50% of our global workforce, and over 70% of our domestic employees are women or minorities. Despite these positive trends, our work toward achieving an egalitarian workplace is never complete and will remain a focus moving forward.

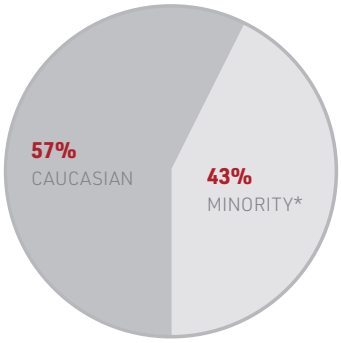
WORKFORCE BY REGION



GLOBAL WORKFORCE BY GENDER



U.S. WORKFORCE BY ETHNICITY



(as of March 31, 2020)

International Women's Day

FLEETCOR recognized International Women's Day 2020 on all of its global campuses by reaffirming a pledge to celebrate women's achievements, challenge gender stereotypes, and call out gender-based actions or assumptions. The #eachforequal mindset is reflected in the accomplishments of women at all levels of FLEETCOR's workforce.



* Minority includes all employees not identifying as Caucasian

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

Employee Spotlight
DIVERSITY AWARD WINNERS

Both Alissa Vickery and Crystal Williams received "Women Worth Watching" Awards from Diversity Journal.



Alissa Vickery
Chief Accounting Officer



Crystal Williams
Chief Human Resources Officer

EMPLOYEE ENGAGEMENT AND DEVELOPMENT

Employee Surveys

Each year, FLEETCOR conducts an employee survey. The purpose of the survey is to measure employee experience, give employees a voice, and use employee feedback to improve and build our organizational capability.

Leadership Development

FLEETCOR promotes and supports employee development and organizational effectiveness by providing high-quality learning and development programs.These programs are designed to meet individual, team, departmental, and organizational needs and objectives. We strive to enhance learning and development programs to create a better workplace environment and to build a stronger FLEETCOR. Our courses and programs include:

We strive to enhance individual learning and development as the means to create a better workplace environment.

Employee Development Courses

- Self-guided business skills
- Self-guided desktop skills
- Anti-harassment and anti-discrimination
- Personal growth and development (facilitator led)

Leadership Development Rotational Program

- Leadership Development Rotational Program
- Global Leadership Program
- Team Development Program

In addition, we offer a comprehensive internship program which leads to several full-time hires every year.

Recognition Programs

The annual Chairman's Club recognition program provides top sales performers incremental compensation through restricted equity awards.



FLEETCOR also offers a tenure based recognition program, honoring employees with service anniversaries after their first year and after each five year increment.

EMPLOYEE WELLNESS

Benefits

We provide an attractive benefits package to our employees to ensure both their personal and professional well-being. Benefits may vary by region, but examples include:

- Paid Time Off (including Vacation, Sick, Community Service)
- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- AD&D Insurance
- Disability Insurance
- Flexible Spending Account (FSA)
- 401K
- Access to Online Health Advocate
- 24/7 access to Employee Assistance Program (EAP)

Perks and Sponsored Activities

Employee perks vary depending on office location. Examples include:

- Discounted rental cars
- Discounted or free gym memberships
- Discounted or free Weight Watchers memberships
- Discounted cellular plans





In addition, FLEETCOR sponsors employee sports teams and activities across the globe to encourage both employee exercise and camaraderie outside of work.

Wellbeing Challenge

FLEETCOR values its employees' health and wellness. The FLEETCOR Wellbeing Challenge program encourages employees across our Europe and Asia Pacific office locations to exercise for 30 minutes a day for four months. Employees record their activities and workouts via a specific sports app and prizes are awarded to employees who complete the challenge.



Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

COMMUNITY ENGAGEMENT

FLEETCOR recognizes that success as a business enterprise is affected by the vitality of the communities in which our people work and live and the viability of the nonprofit organizations that serve the needs and interests of these communities.



At FLEETCOR, our corporate culture is defined by a genuine spirit of caring and giving back to our communities. Employees are given one day of community service paid time off each year to volunteer their time assisting approved organizations. Through a well-organized philanthropy program, we actively support several civic, community, health, and welfare initiatives and pursue a variety of volunteer efforts in the communities in which we operate.

FLEETCOR believes in giving back to the local communities in which we live and work. As a result, each of our campuses across the globe selects its own local charities that it wants to support. The charities we support through donations and matching employee contributions include:

North America

Boys & Girls Clubs · Uncommon Hacks · University of Georgia · Sub-Saharan Education Project · AFA Alzheimer's Foundation of America · Texas Scottish Rite Hospital for Children · Solomon's Temple Foundation · Community Resource Center

Latin America

Criança Brasil · Carisma · Projeto Kãotinho no Coração · McHappy Day · American Red Cross

Europe

Zoo Praha · Bloxwich Community Partnership · Walsall North foodbank · Black Country Women's Aid · Australian Bushfire Appeal · dreamflight · henshaws

Asia Pacific

RSPCA for all creatures great & small · I Am Hope Gum Boot Up New Zealand · Auckland Shoebox Christmas

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

DATA PRIVACY AND SECURITY

FLEETCOR is committed to protecting the information assets of its customers. To that end, we employ numerous technical and business controls to protect customer data, defend against malware, and monitor our security measures constantly.



PROTECTING CUSTOMER DATA

- We ensure the confidentiality, integrity, and accessibility of customer data with administrative, technical, and physical measures
- The handling of credit card data and other confidential data meets or exceeds industry and regulatory requirements
- Confidential data is stored, transmitted, and processed in accordance with industry best practices, which include but are not limited to, file integrity monitoring, data encryption at rest and in motion, secure configuration management of systems, and data loss prevention controls



MALWARE DEFENSE

- We utilize industry leading endpoint protection, which provides anti-virus protection, host-based firewall, intrusion prevention, data loss prevention and hard disk encryption
- We implement technical controls both at the network perimeter and at the host level. For network protection of data, eMail Gateway security products perform anti-virus scanning of email messages as well as perform anti-spam, anti-phishing, and custom message filtering
- We deploy advanced persistent threat (APT) protection agents to all endpoints to augment the detection and elimination of new malware, ransomware, and zero-day threats
- We employ an endpoint detection and response (EDR) solution on all systems, which is monitored 24/7/365



DATA SECURITY MONITORING

- Enterprise-class firewalls are utilized at all network ingress and egress points and DMZs, intrusion prevention systems that are monitored around the clock and a variety of other network access controls
- Our security systems work closely with the security and risk management groups of the payment card networks (Visa, MasterCard) to ensure its fraud protection practices are aligned with industry best practices
- We assess vulnerabilities using a variety tools to perform routine scheduled scans of its internal and external networks and critical applications
- We employ dedicated staff to prevent, detect, and investigate fraudulent transactions

Letter from Our CEO

Business Overview

Sustainability Framework

COVID-19 Response

Environmental Initiatives

Social Initiatives

Governance Initiatives

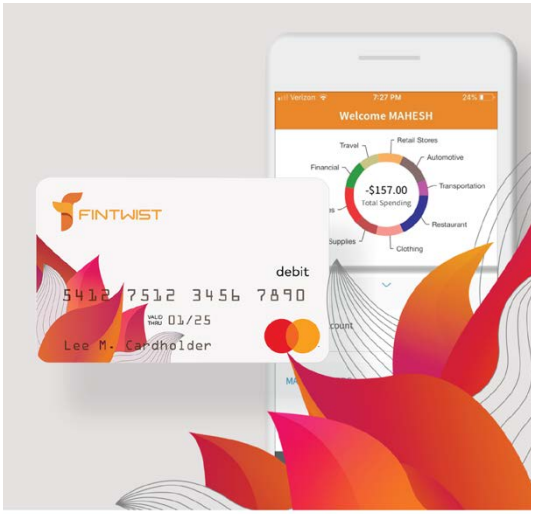
FLEETCOR utilizes independent third parties to provide validation of controls and compliance in several different areas. Examples include third-party audits for compliance with Sarbanes-Oxley regulatory requirements, PCI DSS, U.K. Cyber Essentials, GDPR and ISO 27001 requirements as well as third-party technical vulnerability assessments, and penetration tests to validate external and internal findings.

We employ numerous technical and business controls to protect customer data, defend against malware, and monitor our security measures constantly.

FINANCIAL INCLUSION

Paycards

In the U.S., we provide prepaid debit cards, or paycards, for employees of our customers. Our customer's unbanked or underbanked employees receive their payroll earnings on the paycards and can use them for shopping, travel, etc. without ever needing to deposit their payroll into a bank account. Our paycards allow unbanked and underbanked employees to avoid check-cashing outlets and related fees.



Our paycards allow unbanked and underbanked employees to avoid check-cashing outlets and related fees.

Note: Fintwist is a FLEETCOR brand operating in North America

Transportation Cards

In Brazil, FLEETCOR offers prepaid transportation cards and vouchers that may be used as a form of payment on public transportation such as buses, subways and trains. These cards are distributed to employees as a transportation benefit and help ensure all employees have the same opportunities to pursue job positions that require a daily commute.



Note: VB is a FLEETCOR brand operating in Brazil

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

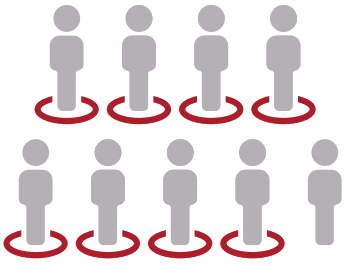


GOVERNANCE INITIATIVES

GOVERNANCE INITIATIVES

OUR BOARD OF DIRECTORS

FLEETCOR's Board of Directors and management team have embarked on an enhanced effort to be responsive to our stakeholders. This includes a commitment to structuring our corporate governance policies to include a wide array of perspectives and a high level of transparency. We are confident that this renewed focus will benefit our shareholders, employees, and customers around the world.



8 OUT OF 9

Directors are independent

To oversee our complex, global business, our Board of Directors is comprised of experienced individuals who are engaged in their duties and invested in our company's success. Our Board recognizes the importance of independence from management and ensures its responsiveness to shareholders by directly connecting directors' interests with those of our shareholders. Our Board and management have taken a long-term view toward shareholder engagement as critical to driving growth and creating shareholder value. As a result, we regularly engage with our shareholders throughout the year by multiple means to encourage ongoing, meaningful dialogue.

We encourage you to visit the "Corporate Governance" area of the "Investor Relations" section of our website (investor.FLEETCOR.com), where you will find detailed information about our corporate governance practices including our key governance documents listed below.

- Corporate Governance Guidelines
- Code of Business Conduct and Ethics
- Policy Regarding Interested Party Communications with the Board of Directors
- Insider Trading Policy
- Board Committee Charters

FORWARD-LEANING CORPORATE GOVERNANCE

In response to our shareholder engagement efforts over the past five years and recent shareholder votes at our annual meetings, we have taken significant steps to adopt many corporate governance best practices:

- Board Director diversity search criteria
- Declassified Board of Directors
- Majority voting in Director elections
- Expanded shareholder engagement
- Proxy access
- No supermajority shareholder voting
- Regular review of governance practices
- Expanded environmental, social and governance, or ESG initiatives

BOARD OF DIRECTORS COMPOSITION

Our Board currently consists of nine highly experienced and engaged members. Except for our CEO, all of our directors are independent under the NYSE rules. We continually focus on Board composition to ensure an appropriate mix of tenure and expertise that provides fresh perspectives and significant industry and subject matter experience. The complexity of our global business requires oversight by experienced, informed individuals that understand our industry, our challenges, and our company on a deep level. Our directors' diverse backgrounds contribute to an effective and well-balanced Board that provides valuable insight to, and effective oversight of, our senior management team.

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

DIRECTOR EXPERIENCE

PAYMENTS, FINANCIAL SERVICES, AND FINANCE
Informed about industry

FINANCE & ACCOUNTING
Understands the financial complications of our business

MARKETING & ADVERTISING
Participates in expanding our business and brand awareness

TECHNOLOGY & INNOVATION
Equipped to respond to rapidly changing technology

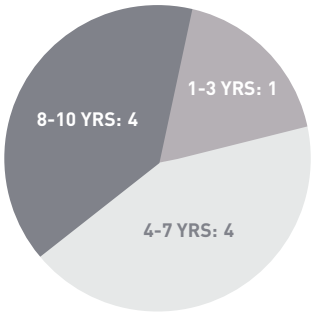
GLOBAL BUSINESS
Able to navigate the global opportunities of our business

CYBER & INFORMATION SECURITY
Committed to maintaining customer trust

BUSINESS DEVELOPMENT & STRATEGY
Able to respond to fast moving changes

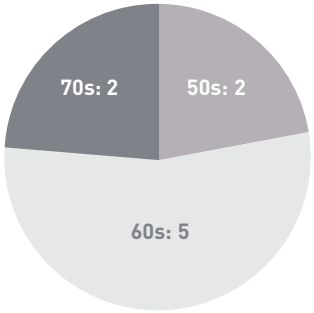
OTHER PUBLIC COMPANY LEADERSHIP OR BOARD SERVICE
Experienced in large-scale strategy and operations

TENURE*



*SINCE COMPANY IPO IN 2010

AGE



THE BOARD'S ROLE IN RISK OVERSIGHT

Our Board, together with its committees, is responsible for overseeing our risk management. Active communication exists between board members and leadership and is crucial for a mutual understanding of corporate strategy, risk and risk oversight. Management maintains a list of all enterprise-wide risks.

As a business payment solutions company – the identified enterprise risks encompass four key themes:

- Information Technology
- Regulatory requirements
- Talent, culture and reputation
- Product competitiveness

Management, along with internal audit, performs an annual enterprise-wide risk assessment, which maintains and refreshes the list of relevant risks affecting the company. These risks are mapped to specific board committees by the audit committee for oversight. For example, human resource and compensation related risks are delegated to the compensation committee for oversight; the audit committee leads the oversight of financial risks; information technology related risk are delegated to the information technology committee for oversight. Regular discussion occurs related to these risks as delegated to the various committees and at the Board level.

Letter from Our CEO
Business Overview
Sustainability Framework
COVID-19 Response
Environmental Initiatives
Social Initiatives
Governance Initiatives

Employee Spotlight

CFO OF THE YEAR AWARD WINNER

ATLANTA BUSINESS CHRONICLE



Eric Dey
CFO

FLEETCOR is very pleased that the Atlanta Business Chronicle named Eric Day as CFO of the Year. Eric has been a key force in FLEETCOR's sustained growth and governance controls since he joined FLEETCOR over 18 years ago. We wish him well as he retires in 2020!

IN CONCLUSION

As FLEETCOR celebrates its 20th anniversary and 10 years as a publicly-traded company, we also mark a year of continued achievements in driving positive change across environmental sustainability, culture and diversity, and corporate responsibility. This inaugural Corporate Responsibility and Sustainability Report has described many of our ESG efforts as a company. As we look to the future, FLEETCOR will continue to engage with its stakeholders to improve its evolving ESG initiatives.

Letter from Our CEO

Business Overview

Sustainability Framework

COVID-19 Response

Environmental Initiatives

Social Initiatives

Governance Initiatives