STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE	ORDER DATE
1 of 1	03/08/17
BUSINESS UNIT 12211800	BUYER WALTERS, JASON E

CONTRACT NUMBER
76031 O4

VENDOR NUMBER: 552910

VENDOR ADDRESS:

U S BANK
MAIN OFFICE
233 S 13TH STREET
LINCOLN NE 68508-2017

THE CONTRACT PERIOD IS:

APRIL 01, 2017 THROUGH MARCH 21, 2023

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FLEET CARD SERVICES NO COST TO THE STATE	1.0000	$	0.0000	0.00
	Total Order				**0.00**

AGENCY SIGNATURE

R43500|NISH0002|NISH0001 20210628

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
1 of 1	03/08/17
BUSINESS UNIT	BUYER
12211800	WERTH, KENDRA K

STATE TREASURER

CONTRACT NUMBER
76031 O4

VENDOR NUMBER: 552910

VENDOR ADDRESS:

U S BANK
MAIN OFFICE
233 S 13TH STREET
LINCOLN NE 68508-2017

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2017 THROUGH MARCH 31, 2022

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FLEET CARD SERVICES NO COST TO THE STATE	1.0000	$	0.0000	0.00
	Total Order				**0.00**

AGENCY SIGNATURE

R43500,NSK0001|NISK0001 20150901

76031

ADDENDUM ONE to Contract Award
Terms & Conditions
Contract 013017 O4 Fleet Fuel Card Services
Between
The State of Nebraska and U.S. Bank National Association

The Following Terms and Conditions, Addendum One of the Contract 013017 O4 have been reviewed and agreed upon between U.S. Bank National Association "Contractor" or "U.S. Bank" and the State of Nebraska "State". This addendum will become part of the contract for Fleet Fuel Card Services. This contract will be issued for a period of five (5) years effective April 1, 2017. The contract has the option to be renewed for two (2) additional one (1) years periods as mutually agreed upon by all parties.

The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum, the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
   a. Addendum One – Terms and Conditions
   b. Addendum Two – U.S. Bank Fleet Card Program Agreement;
3. The Request for Proposal form and the Contractor's Proposal signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

Defined terms in any Addenda or the Contract Award shall have the same meaning throughout the Contract.

B. AWARD

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The

Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at: http://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html.Grievance and protest procedure is available on the Internet at: http://treasurer.nebraska.gov/tm/.Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all new Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Nebraska State Treasurer's Office has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor (s). Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

1. WORKERS' COMPENSATION INSURANCE
The Contractor shall maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE
The Contractor maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability for personal and advertising injury coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual, for personal and advertising injury	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors &	$1,000,000 Per Claim / Aggregate

Omissions)	
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. **EVIDENCE OF COVERAGE**
The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the Buyer.

Nebraska State Treasurer's Office
State Capitol Building; Suite 2005
P.O. Box 94788
Lincoln, NE 68509
Fax 402-471-4390

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation for the Commercial General Liability, Automobile Liability, and Workers Compensation of any required insurance policies must be submitted to the Nebraska State Treasurer's Office when issued and a new certificate of insurance shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without first communicating in writing to the State of a subcontractor change and the State providing written agreement which shall not be unreasonably withheld. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or new Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any new contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal maybe changed without the prior written approval of the State. Replacement of key personnel shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to communicate their appraisal of the performance of any Contractor or Subcontractor employee to the Contractor. The Contractor has the right to evaluate said appraisal and reassign or remove the employee from the project, or other means as necessary.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

O. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the following addresses, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

To U.S. Bank at: **U.S. Bank National Association, 901 Marquette Avenue, EP-MN-A17S, Minneapolis, MN 55402, Attn: CPS Contract Services**

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract as follows:

   a. The State and the Contractor, by mutual written agreement, may terminate the contract at any time upon 90-day notice to the other party. Such termination shall not relieve the contractor or warranty or other service obligations incurred under the terms of the contract. In the event of cancellation, the contractor shall be entitled to payment of all charges incurred. All Fleet Cards and related accounts are canceled effective upon termination of this Fleet Card Contract.

2. Either party may terminate this Fleet Card Contract immediately, by written notice of such termination to the other Party, upon any one or more the following events:

   a. Dissolution or liquidation of the other Party;
   b. Insolvency of the other Party, the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the other Party enters into an arrangement with its creditors; or

c. Any material an adverse change in the financial condition of the other Party.

3. The State may terminate the contract immediately for the following reasons:

a. If directed to do so by statute;
b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
g. Contractor intentionally discloses confidential information;
h. Contractor has or announces it will discontinue support of the deliverable;
i. Second or subsequent documented "vendor performance report" form deemed unacceptable by the Agency; or
j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

4. The Contractor may terminate the contract immediately for the following reasons:

a. Contractor may terminate this Contract immediately upon notice to the State for one or more of the following events:

i. State's failure to comply with Section X.A of Addendum 2 to the Contract; or

ii. U.S. Bank's reasonable determination that provision of services under the Contract, in U.S. Bank's sole discretion, is counter to any new or amended law, regulation, regulatory interpretation or anticipated regulatory interpretation or any enforcement of new or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.

b. Contractor may terminate this Fleet Card Contract immediately upon written notice to the State, if there has been no activity on Accounts within six months of the Effective Date of this Fleet Card Contract or for any six month period after the Effective Date of the Fleet Card Contract.

5. Either Party may terminate the Contract, in whole or in part, if the other Party fails to perform its obligations under the Contract in a timely and proper manner. The non-breaching Party may, by providing a written notice of default to the breaching Party, allow the breaching Party to cure a failure of breach of contract within a period of ninety (90) calendar days (or longer at non-breaching Party's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the breaching Party time to cure a failure or breach of contract does not waive the non-breaching Party's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of breach by the Contractor, the State may contract the service from other sources.

6. Contractor may suspend services and obligations under this Fleet Card Contract to the State in the event that: (i) State has breached any term of the Fleet Card Contract; (ii) the amount due from the State, as the result of charges, purchases, Finance Charges and other such charges, in the aggregate, exceeds the credit limit established pursuant to Section IX; or (iii) any portion of the New Balance shown on a Statement is not received by Contractor within 90 days after the Due Date on the same Statement.

7. Upon termination of this Contract, State shall destroy all Fleet Cards. The State will be liable for all purchases, fees, Finance Charges and other Charges incurred or arising by virtue of the use of a Fleet Card prior to the termination date.

8. The obligation of the State to make payments as herein set forth continues until fully performed. Any rights and remedies the State or Contractor may have with respect to each other arising out of either Party's performance of services or obligations hereunder survive the expiration or termination of this Contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's ability to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination. All obligations of the State to make payments after the termination date will cease, aside from those preexisting obligations to pay for services rendered or charges made, which will be considered the responsibility of the State to pay until all outstanding debts are satisfied, and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

BB. ADMINISTRATION – CONTRACT TERMINATION

Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

CC. PERFORMANCE BOND

The selected Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond will an established dollar amount of $50,000. The check or bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

DD. LIQUIDATED DAMAGES

The State and the Contractor(s) agree that actual damages from a failure to perform certain requirements in any contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the Contractor(s) shall agree to a schedule of fees for failure to perform certain requirements in any contract(s) executed pursuant to this RFP.

Any and all liquidated damages assessed shall be capped cumulatively at one hundred fifty thousand U.S. Dollars ($150,000.00).

The following is the required schedule of liquidated damages in the form of fees for failure to perform certain requirements.

The fees are categorized as follows:

Standard	$ 500 per day
High	$1,500 per day
Critical	$3,000 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the Contractor(s) has failed to perform or comply with certain requirements in the contract(s), other than failures caused by the State or circumstances beyond the control of the Contractor(s) or their agents (example: natural disasters).

1. Unresolved requirements:

    a. All standard and high category requirements will move to critical level of liquidated damages if not resolved within 48 business hours after notification to the Contractor.

    b. All critical category requirements will double in liquidated damages if not resolved with 24 hours after notification to the Contractor.

2. Fleet Fuel Card Services

    a. **Issuing cards:**
    Upon being notified by the Program Administrator that a card or batch of cards was not issued within five business days of the program submitting the request, Contractor will pay to have the cards expedited to the agency. If the cards are not expedited to the agency within two days after the initial notice by the State that the cards were not issued, Contractor will pay liquidated damages.

    Category: Standard

    b. **Required Electronic Data File Transfer:**
    Upon being notified by a Program Administrator that the program was not able to download/retrieve/receive any card program transaction file, the contractor will either resolve the situation within 24 hours (excluding weekends or holidays) after notification or pay liquidated damages.

    Category: High

    c. **Transaction Authorization:**
    Upon being notified by a Program Administrator that a cardholder was not able to receive an authorization for a transaction due to contractor system failure, the Contractor will either resolve the situation within 2 hours after notification so the cardholder may use their card for purchases and transactions are authorized or pay liquidated damages.

    Category: Critical

NOTWITHSTANDING THE FOREGOING, NEITHER STATE NOR U.S. BANK, NOR ANY PARTY'S AFFILIATES, REPRESENTATIVES, OR ASSIGNS ARE IN ANY EVENT LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING LOST PROFITS) EVEN IF SUCH PARTY HAD BEEN NOTIFIED OF THEIR POSSIBLE EXISTENCE.

EE. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the Nebraska State Treasurer's Office. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

Invoices for payments must be submitted electronically by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; original estimates; estimating work sheets; contract amendments back charge logs and supporting documentation; insurance documents memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records at the Contractor's own expense, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, but no more than annually, whether during or after completion of this contract make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at a mutually agreed to their party location. Contractor shall ensure the State has these rights with Contractor's assigns, and successors.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State.

JJ. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

LL. CONFIDENTIALITY

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

MM. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's rebate proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

OO. STATEMENT OF NON-COLLUSION

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

PP. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Nebraska State Treasurer's Office or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

QQ. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall at the Contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

RR. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor is currently NIST and PCI DSS compliant and can provide a SOC 1 report upon State's request. Contractor will also provide a SOC 2 report upon State's request once it is available. Contractor reviewed the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html, and as of the date of signing the contract ensures that products and/or services provided under the contract are in compliance. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties..

SS. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

TT. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

UU. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

VV. RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

WW. DRUG POLICY

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. State may access a copy of Contractor's Code of Ethics and Business Conduct, including Contractor's drug and alcohol free workplace policy at any time at www.usbank.com, or https://www.usbank.com/cgi_w/cfm/about/ethics/index.cfm.

XX. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

YY. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all new Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

ZZ. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

This addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum One as of the date of execution by both parties below.

Nebraska State Treasurer	Contractor:
By:	By:
Printed Name: Don Stenberg	Printed Name: Michael C. Leppones
Title: State Treasurer	Title: Vice President
Date: 2/23/17	Date: 2/15/17

Addendum Two to Contract: U. S Bank Fleet Card Program Agreement

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ADDENDUM TWO to Contract Award
U.S. Bank Fleet Card Program Agreement
Contract 013017 O4 Fleet Fuel Card Services
Between
The State of Nebraska and U.S. Bank National Association

This U.S. Bank Fleet Card Agreement (the **"Fleet Card Agreement"**) is entered into by U.S. Bank National Association (**"U.S. Bank"**) and the State of Nebraska (**"Customer"**).

I. Definitions.

A. **"Account"** means any account established by U.S. Bank pursuant to this Fleet Card Agreement in the name of Customer, its Affiliates, Participants, or Cardholders, to which Charges are posted, regardless of whether or not a physical card is issued in conjunction with such account.

B. **"Affiliate"** means, in respect of any Person, a Person that directly or indirectly controls, is controlled by, or is under common control with the Person specified.

C. **"Average Daily Balance"** or **"ADB"** means the result of the calculation made pursuant to Schedule 1, Section II.B.

D. **"Billing Cycle"** means the time period from the date from when a Statement is generated until the date the next Statement is generated.

E. **"Cardholder"** means an individual employee of Customer or its Participants, named as the holder of the Account or using the Account in the name of Customer or its Participants, whether or not a physical card is issued in connection with the Account.

F. **"Charge"** means any transaction that has a debit value, including without limitation, purchases, fees and Finance Charges.

G. **"Due Date"** means the date shown on the Statement as the date by which payment for the New Balance is due.

H. **"Fleet Card"** means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Fleet Card Agreement in the name of Customer, its Participants, or Cardholders.

I. **"Fleet Card Program"** means U.S. Bank's transaction processing, reporting, and payment system for purchases of motor fuels and other fleet related products and services.

J. **"Finance Charge"** means the result of the calculation made pursuant to Schedule 1, Section II.

K. **"Identifiable Information"** means legal names, physical street addresses, taxpayer identification numbers, dates of births or other information or documentation.

L. **"New Balance"** means the amount shown on a Statement for Charges and payments posted to Accounts during the Billing Cycle for that Statement.

M. **"Non-Financial Transaction"** means a transaction that may or may not be funded by U.S. Bank and for which U.S. Bank does not earn interchange. Non-Financial Transactions will not be included in the revenue share calculation.

N. **"Participant"** means any wholly owned subsidiary, division or affiliate of Customer that Customer designates and U.S. Bank approves for participation in the Fleet Card Program.

O. **"Person"** means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.

P. **"Related Parties"** means Authorized Officers, Authorized Signers or beneficial owners of Company or Company's affiliates and may include directors or others related to Company.

Q. **"Statement"** means the periodic listing of all Charges and payments posted to an Account.

R. **"U.S. Economic Sanctions"** means the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control.

II. **Scope of Fleet Card and Account Program and Products.**

A. **Fleet Card and Account Program.** Pursuant to the Fleet Card Program, U.S. Bank issues Fleet Cards and Accounts for fleet vehicle operations for Customer and Customer's Participants. Upon Issuance of Fleet Cards to Customer or its Participants, Customer shall select a personal identification number, a driver identification number, and a vehicle identification number pursuant to the Fleet Card Program. Unless U.S. Bank notifies Customer to the contrary, or a Fleet Card has been terminated as provided herein, all Fleet Cards expire upon the expiration or termination of this Fleet Card Agreement.

III. **Sole Provider.** U.S. Bank is the sole provider to Customer of Fleet Cards and services pertaining to the Fleet Card Program.

IV. **Liability.**

A. Except as expressly provided to the contrary herein, Customer is liable for all Charges incurred or arising by virtue of the use of a Fleet Card or Account.

B. Customer shall immediately, upon receipt of such information, notify U.S. Bank of any of the following events and shall provide U.S. Bank with sufficient information for U.S. Bank to act on such notifications:

1. Termination of employment of any Cardholder or Participant;
2. Any lost or stolen Fleet Card;
3. Any compromised Account; or
4. Any compromised information regarding Fleet Cards, Accounts, or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.
5. Failure of Customer to provide timely notification may result in the liability of Customer to pay for transactions on such Fleet Cards or Accounts.
6. Customer is not liable for use of Fleet Cards or Accounts following receipt by U.S. Bank of the notice required herein. Customer shall assist U.S. Bank in determining the facts, circumstances and other pertinent information related to any loss or possible unauthorized use of Fleet Cards, Accounts or Account information, and to comply with such procedures as may be required by U.S. Bank in connection with the investigation. Notification can be made by

telephone to 800-987-6591, in writing to U.S. Bank at PO Box 13050 Overland Park, KS 66282-3050 or by facsimile at 800-987-6592.

C. Customer shall use fraud controls provided by U.S. Bank and acknowledges that such use is required in order to exercise any recovery from U.S. Bank. At minimum, Customer shall: (1) ensure that Account information and Fleet Cards are safeguarded and kept separate and apart from one another, and (2) have daily transaction and spending limits in place on Fleet Cards and Accounts based on the spending needs of their drivers. U.S. Bank will only be liable for losses due to fraud if Customer demonstrates that both such fraud controls were in effect and actively used. U.S. Bank shall not in any event be liable for any employee or Cardholder misuse of a Fleet Card or Account.

V. **Billing and Payment.**

A. Billing Cycles. At the conclusion of each Billing Cycle U.S. Bank will send to Customer a Statement for that same Billing Cycle. Billing Cycles available to Customer are set forth herein and subject to Customer's selection in Section XV of this Fleet Card Agreement and U.S. Bank's approval. Customer shall pay the New Balance by the Due Date shown on the Statement. Customer agrees to Automated Clearing House ("**ACH**") payments as set forth herein and shall complete any necessary forms required by U.S. Bank for such payments.

1. **Weekly Billing Cycle.** A Weekly Billing Cycle means a seven day period in which Charges, payments, and other amounts are posted to Accounts. A Weekly Billing Cycle has 52 cycles each calendar year. On the same day of the week, each week, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle. Customer shall maintain sufficient funds in its business bank account to satisfy the New Balance. Customer shall authorize U.S. Bank to draw funds via an ACH payment to pay the New Balance and any unpaid previous balance, from its business bank account.
2. **Biweekly Billing Cycle.** A Biweekly Billing Cycle means a two week period in which Charges, payments, and other amounts are posted to Accounts. A Biweekly Billing Cycle has 26 cycles each calendar year. On the same day of the week, every other week, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date.
3. **Semimonthly Billing Cycle.** A Semimonthly Billing Cycle means a period in which Charges, payments and amounts are posted to Accounts starting on either the first or 15thday of each month and ending on either the 15th or the last day of the that same month, respectively. A Semimonthly Billing Cycle has 24 cycles each calendar year. On either the first or 15th day of each month or the 15th and last day of each month, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date.
4. **Monthly Billing Cycle.** A Monthly Billing Cycle means a one month period in which Charges, payments, and other amounts are posted to Accounts. A Monthly Billing Cycle has 12 cycles each calendar year. On the same day of the month, each month, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date.

B. **Disputed Billing.** Customer shall communicate disputes regarding Charges or billings hereunder by telephone to U.S. Bank 1-800-987-6591. Written notice is not required but may be submitted to U.S. Bank by email to the following address: voyagercommercial@usbank.com OR voyagerstate@usbank.com. Whether by telephone or in writing, communications should include the following information for Customer and, if applicable, the Participant: name(s) and Account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by U.S. Bank within 60 days after the date on the Statement on which the disputed or incorrect charge first appeared. Disputed billings include failure to receive goods or services charged, fraud, forgery, altered Charges and Charges incurred by telephone order where Customer questions the authenticity of the Charge.

C. **Delinquency.** An Account will become delinquent unless U.S. Bank receives the amount shown on the Statement as New Balance, less any disputed amounts, on or before the next Due Date. Any unpaid portion of the New Balance will be shown on subsequent Statements as the previous balance. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.

D. **State of Nebraska Prompt Payment Act.** This Contract (as defined in Section A of Addendum One) is subject to the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §81-2401 through 81-2408, and any interest will be assessed in accordance with the act.

VI. **Confidentiality.**

A. The Fleet Card Program is a unique service involving proprietary information of U.S. Bank. Customer shall circulate reports, manuals, documentation and related materials only to persons on a need-to-know basis and only to the extent necessary. Customer and Participants shall safeguard such proprietary information and not release such information to any person or party not essential to participation in the Fleet Card Program.

B. U.S. Bank will maintain all data relative to Customer's account(s) under the Fleet Card Program as confidential information and will exercise the same standard of care and security to protect such information as U.S. Bank uses to protect its own confidential information. U.S. Bank shall use such data exclusively for the provision of services to Customer and Participants and shall release such information only to the extent necessary to provider the Fleet Card Program to Customer. U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Customer or Participants.

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VII. Warranties.

A. The Parties agree that the failure of any of the below representations and warranties to be true during the term of this Fleet Card Agreement constitutes a material breach of this Fleet Card Agreement and the non-breaching Party has the right, upon notice to the other Party, to immediately terminate this Fleet Card Agreement and all amounts outstanding hereunder will be immediately due and payable.

B. Customer warrants that:

1. The financial information and all other information provided to U.S. Bank by Customer or its officers, employees, agents, successors and assigns is true, complete and accurate;
2. This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of Customer;
3. The transaction contemplated by this Fleet Card Agreement is within the scope of the normal course of business and does not require further authorization for Customer to be duly bound by this Fleet Card Agreement;
4. The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within Customer's powers; have been authorized by all necessary action; and do not constitute a breach of any agreement of Customer with any party;
5. Customer complies with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Fleet Card or participation in the Fleet Card Program;
6. The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and
7. Customer possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

C. U.S. Bank warrants that:

1. All information provided by U.S. Bank to Customer or its officers, employees, agents, successors and assigns is true, complete and accurate;
2. This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of U.S. Bank;
3. The transaction contemplated by this Fleet Card Agreement is within the scope of the normal course of business and does not require further authorization for Customer to be duly bound by this Fleet Card Agreement;
4. The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within U.S. Bank's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any agreement of U.S. Bank with any party;
5. U.S. Bank complies with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the Fleet Card Program;
6. The execution of this Fleet Card Agreement and the performance of U.S. Bank's obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and
7. U.S. Bank possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

VIII. **Financial Information.**

A. This Agreement is for the extension of credit with a financial institution and not a vendor services agreement. Accordingly, Customer and, upon request by U.S. Bank, any Participant shall provide information requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp or any of its subsidiaries, Customer and any requested Participant shall provide audited financial statements prepared by Customer's or Participant's respective independent certified public accountant as soon as available and in any event not later than 180 days after the end of each fiscal year of Customer or Participant, respectively. If U.S. Bank requires additional information to conduct its review, Customer and any requested Participant shall provide U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Customer as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

B. **Accurate Information.** Customer must promptly notify U.S. Bank in writing of any material change to any information provided to U.S. Bank at any time in contemplation or in furtherance of this Fleet Card Agreement, including, without limitation the Customer's primary business, legal organization (e.g., partnership, corporation, etc.), change in control or sale of affiliates, subsidiaries, or other entities participating under this Fleet Card Agreement.

IX. **Credit Accounts.** Upon U.S. Bank approval, U.S. Bank will establish credit limits and related controls necessary for the Customer Account. At its sole discretion, U.S. Bank may revise any credit limits or controls associated with this Program and will provide notice to Customer of any decrease in a Program credit limit that results in an amount lower than the current amount outstanding on the Account. Within ten days of such notice, Customer shall make a payment to U.S. Bank sufficient to reduce the amount outstanding to an amount that is equal to or less than the revised credit limit.

X. **Miscellaneous.**

A. **Compliance with Applicable Statues and Regulations.** The parties shall maintain compliance with all statutes, regulations and U.S. Bank policy applicable to the products and services contemplated under this Application and Agreement, including but not limited to Anti-Money Laundering and U.S. Economic Sanctions. To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require Identification Information on Customer's affiliates, Participants, Related Parties, or Cardholders, as applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Customer shall promptly provide such Identification Information to U.S. Bank, and Customer shall cause its affiliates, Participants, Related Parties or Cardholders, as applicable, to provide Identification Information to U.S. Bank.

B. **Cellular Phone Contact Policy.** By providing U.S. Bank with a telephone number for a cellular phone or other wireless device, including a number that is later converted to a cellular number, Customer is expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from U.S. Bank and its affiliates and agents at that number. This express consent applies to each such telephone number that Customer provides to U.S. Bank now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from Customer's cellular provider.

C. **Employment of Agents.** U.S. Bank may, in its sole discretion, employ agents to perform part or all of its obligations under this Fleet Card Agreement at any time without the consent of Customer.

D. **Headings.** The headings of the sections of this Fleet Card Agreement are intended for the convenience of the Parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

E. **Registered Trademarks.** Customer and U.S. Bank each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other Party. Customer and U.S. Bank shall not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other Party without first receiving the other party's written consent.

F. **Severability.** If any provision of this Fleet Card Agreement is declared invalid for any reason, this decision does not affect the validity of any other provisions, which remain in force and effect as if this Fleet Card Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Fleet Card Agreement and the intent of the Parties.

G. **Waiver of Jury Trial.** U.S. Bank and Customer hereby waive all rights to trial by jury in any proceeding relating to this Fleet Card Agreement.

XI. **Schedules.** The Following Schedules are attached hereto and incorporated into the Fleet Card Agreement:

A. **Schedule 1 – Fleet Card & Account Program Fees.**

B. **Schedule 2 – Revenue Sharing Opportunity.**

XII. **Billing Cycle Selection.** Customer selects the following Billing Cycle pursuant to the terms and conditions set forth in Section V herein. (Select only one option below.)

☐ Weekly Billing Cycle ☐ Biweekly Billing Cycle ☐ Semimonthly Billing Cycle ☒ Monthly Billing Cycle

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Fleet Card Program Agreement
Schedule 1
Fees

The Fees and Finance Charges listed below apply to this Fleet Card Agreement. Failure of U.S. Bank to apply any Fee or Finance Charge outlined in this Fleet Card Agreement at any time does not preclude U.S. Bank from ever applying such Fee or Finance Charge. U.S. Bank reserves the right to change fees upon 30 days prior written notice to Customer.

I. Fees.

A. **Card Set-Up Fee** — $0.00

B. **Monthly Card Fees**

Monthly Card Fees are billed on the first Statement of each month for the prior month.

1. 1 – 25 Cards — $ 0.00 per Card or Account
2. 26 – 100 Cards — $ 0.00 per Card or Account
3. 101 – 200 Cards — $ 0.00 per Card or Account

C. **Returned Check Fee.** — $20.00

D. **Reporting**[1] — Standard Reports are available at no charge.

1 Standard Reports include the following reports: Invoice (Includes: statement, payments, adjustments, and taxes) Invoice Report, Driver Report, Vehicle Report, Exception Report, Service Station Activity Report, Product Purchase Summary, Expense Summery by Business Unit.

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Fleet Card Program Agreement
Schedule 2
Revenue Sharing Opportunity

Fleet Card Revenue Sharing Opportunity. U.S. Bank offers Customer the following Fleet Card Revenue Sharing Opportunity.

I. **Definitions.**

A. "**Account**" means any account number to which charges and payments may be posted.

B. "**Agreement Year or Addendum Year**" means a twelve (12) month period beginning with the first such period following the Effective Date of the Fleet Card Agreement.

C. "**Agreement Quarter**" means a three (3) month period beginning with the first such period following the Effective Date of the Fleet Card Agreement.

D. "**Average Transaction Size**" means the Net Quarterly Charge Volume divided by the difference between the number of purchase transactions and the number of discount interchange rate program transactions during each Agreement Quarter. A purchase transaction is a debit point of sale purchase transaction.

E. "**Charge-off**" means any amount due and owing to U.S. Bank or its Affiliates by Customer or Customer's Cardholders, including but not limited to uncollectible amounts or amounts due from cardholder bankruptcies.

F. "**File Turn Days**" means the number of days from the date U.S. Bank funds a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.

G. "**File Turn Days Payment Performance**" means the average speed of repayment of charges made for each Agreement Quarter.

H. "**Fraudulent Charges**" means those charges which are not initiated, authorized or otherwise requested by Customer, its Participants, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer and/or its Participants.

I. "**Net Quarterly Charge Volume**" means all charges set forth on the Statements furnished for all Accounts, less fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, charges qualifying for discount interchange rate programs and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement Quarter.

J. "**Revenue Share**" the combination of the Performance Rebate and Volume Rebate.

K. "**Total Rebate Percentage**" means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.

II. **Conditions.** The following conditions apply to all Revenue Share opportunities:

A. **Timing.** The first Revenue Share payment, if any, shall be made within 90 days after the end of the first Agreement Quarter. Subsequent calculations and payments, if any, shall be made in a similar fashion on each 3 month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.

B. **Adjustments.** Any Revenue Share payment made pursuant to the Fleet Card Agreement will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated. In the event that the total amount of any Revenue Share payments pursuant to this Schedule B net of Charge-offs would be less than $100.00 U.S. Dollars no Revenue Share payment will be made to Customer for that Agreement Quarter, nor will the amount less than $100.00 be carried forward for payment in future Agreement Quarters.

C. **Penalties.**

1. In the event that the Fleet Card Agreement is terminated prior to the completion of the Agreement Term or prior to the completion of any Agreement Year after the completion of the Agreement Term by Customer without cause, or by U.S. Bank with cause in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Customer for the Agreement Year in which the termination occurred.
2. In the event that the sole provider provision of this Fleet Card Agreement is violated, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Customer for the Agreement Year in which the violation occurred.

D. **Confidentiality.** Customer expressly agrees that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank prior written consent, which may be exercised at its sole option.

E. **Required Documents.** Customer shall provide U.S. Bank with a properly completed W-9 so that U.S. Bank may make Revenue Share payments, if any are due, to Customer. U.S. Bank will not make Revenue Share payments without Customer's completed W-9 form on file.

III. **Minimum Requirements.**

A. An Agreement Year has been completed and the Fleet Card Agreement was in effect through the end of the Agreement Year;

B. The File Turn Days Payment Performance for all Account Statements is equal to or less than forty-five (45); and

C. The Net Quarterly Charge Volume is equal to or greater than seven hundred fifty thousand U.S. Dollars ($750,000.00).

IV. **Revenue Share Calculation.**

A. U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Quarter to find the Performance Rebate Percentage on Table A for the Performance Rebate as stated in Section V herein.

B. U.S. Bank will calculate the Net Quarterly Charge Volume for the same Agreement Quarter to find the Volume Rebate Percentage on Table B for the Volume Rebate as stated in Section VI herein.

C. Next, U.S. Bank will add the Performance Rebate Percentage to the Volume Rebate Percentage to arrive at the Total Rebate Percentage.

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D. Next, U.S. Bank will multiply the Total Rebate Percentage by the Net Quarterly Charge Volume for that same Agreement Quarter. The result will be the gross Revenue Share.

E. U.S. Bank will subtract any Charge-offs and/or Incentive Payment Penalties that have not been subtracted at any time during any of the past Agreement Quarter(s) from the gross Revenue Share. The result will be the net Revenue Share.

F. Any Charge-offs and/or Incentive Payment Penalties in excess of the net Revenue Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters.

G. Upon termination of the Fleet Card Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs and/or Incentive Payment Penalties, U.S. Bank may request, and Customer agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Customer.

V. **Performance Rebate.** U.S. Bank shall pay to Customer a portion of its Net Quarterly Charge Volume through a rebate (**"Performance Rebate"**). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Quarter. The Performance Rebate calculation will be made in accordance with the Table A, below.

Table A			
File Turn Days Payment Performance	**Performance Rebate Percentage**	**File Turn Days Payment Performance**	**Performance Rebate Percentage**
45	0.0000%	22	0.1150%
44	0.0050%	21	0.1200%
43	0.0100%	20	0.1250%
42	0.0150%	19	0.1300%
41	0.0200%	18	0.1350%
40	0.0250%	17	0.1400%
39	0.0300%	16	0.1450%
38	0.0350%	15	0.1500%
37	0.0400%	14	0.1550%
36	0.0450%	13	0.1600%
35	0.0500%	12	0.1650%
34	0.0550%	11	0.1700%
33	0.0600%	10	0.1750%
32	0.0650%	9	0.1800%
31	0.0700%	8	0.1850%
30	0.0750%	7	0.1900%
29	0.0800%	6	0.1950%
28	0.0850%	5	0.2000%
27	0.0900%	4	0.2050%
26	0.0950%	3	0.2100%
25	0.1000%	2	0.2150%
24	0.1050%	1	0.2200%
23	0.1100%	0	0.2250%

VI. **Volume Rebate.** U.S. Bank shall pay to Customer a portion of its Net Quarterly Charge Volume through a rebate (**"Volume Rebate"**). The Volume Rebate will be based on the Net Quarterly Charge Volume. The Volume Rebate calculation will be made in accordance with Table B, below.

Table B	
Net Quarterly Charge Volume	**Volume Rebate Percentage**
$750,000.00	1.250%
$1,250,000.00	1.300%
$2,500,000.00	1.350%
$3,750,000.00	1.400%
$5,000,000.00	1.450%
$6,250,000.00	1.500%

Vendor Number: To be completed by U.S. Bank

Section 1: W-9 information

U.S. Bank requires your taxpayer identification number (TIN) and filing information for all payments that we process. If required, we also use this information to report to the IRS any income paid to you. Please complete Section 1 in its entirety. A Legal Structure type *must* be selected. If exemptions from backup withholding (exempt payee codes) or FATCA reporting (FATCA reporting codes) apply to you, please ensure that the exemption code is entered. The FATCA reporting code is only for payments outside the U.S.

Exempt payee codes:	Exemption from FATCA reporting code:
1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2) 2 – The United States or any of its agencies or instrumentalities 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities 4 – A foreign government or any of its political subdivisions, agencies or instrumentalities 5 – A corporation 6 – A dealer in securities or commodities required to register in the United States, District of Columbia, or a possession of the United States 7 – A futures in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States 8 – A real estate investment trust 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940 10 – A common trust operated by a bank under section 584(a) 11 – A financial institution 12 – A middleman known in the investment community as a nominee or custodian 13 – A trust exempt from tax under section 664 or described in section 4947	A – An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37) B – The United States or any of its agencies or instrumentalities C – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities D – A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i) E – A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i) F – A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state G – A real estate investment trust H – A regulated investment company as defined in section 851 or an entity registered at all times during the ta year under the Investment Company Act of 1940 I – A common trust fund as defined in section 584(a) J – A bank as defined in section 581 K – A broker L – A trust exempt from tax under section 664 or described in section 4947(a)(1) M – A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2: Automated Clearing House (ACH)

ACH is U.S. Bank's preferred payment method. Signing up for ACH eliminates postal delays and allows U.S. Bank to pay you (vendor) through an automated electronic deposit into your preferred checking account. Funds are credited within 1-2 business days of the payment date for U.S. Bank account holders and 3-5 business days for non-U.S. Bank account holders. A remittance advice detailing the invoice number(s), date and dollar amount will be sent to you via e-mail if an e-mail address is provided or by mail when the payment has been sent electronically to your account. *Please acquire your routing number and account number from a check (not from a deposit slip).*

Section 3: MWBEs & DVBEs

Minority and Women Owned Business Enterprises (MWBEs) - U. S. Bank is committed to building relationships with certified MWBEs, defined as companies that are at least 51 percent owned, controlled and managed by one or more of the following categories - African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Woman. Please include a copy of certification. *Disabled Veteran Businesses (DVBE)* - The law defines a disabled veteran as a United States military, naval or air service veteran with a service related disability of at least 10 percent. Please include a copy of certification.

Foreign and Sole Proprietor

If you are a sole proprietor, please complete and submit a W-9 form or Form 8233 from the IRS. For all other legal structures for foreign vendors, please complete a W-8BEN form or W-8ECI form

Submission

U.S. Bank will not process payments without a properly completed W-9 form on file. Send the signed and completed W-9 form to U.S. Bank with your completed contracts or other legal document (rebate addenda, etc.).

usbank. serving you

Return completed form to U.S. Bank with completed contracts or other legal documents (rebate addenda, etc.)

Section I: W-9

Vendor Number:(to be completed by U.S. Bank)
Must be completed and returned for payments to be processed.

Legal Name

Trade Name

Address ______ City ______ State ______ ZIP ______

Phone ______ Fax ______ Federal Taxpayer Identification Number (TIN)*

TIN Type (Check one)
☐ Social Security Number ☐ Employer Identification Number
*MUST match the person/entity listed above

Legal Structure
☐ Sole Proprietorship
☐ Corporation
☐ Partnership
☐ Tax Exempt Organization
☐ Government Agency
☐ Other, please specify _____

If LLC, please select one of the following:
☐ LLC C Corporation
☐ LLC Partnership
☐ LLC Sole Proprietor ship (Legal Name/SSN Required)
Legal Name______________________
SSN______________________

Exemptions:
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Section 2: Automated Clearing House *(Direct Deposit)* U.S. Bank's preferred payment method.

☐Authorization Agreement for Automatic Deposits (ACH Credits)

I (We) hereby authorize U.S. Bank, on behalf of any affiliate for which it processes payments, hereinafter called COMPANY, to initiate credit entries to my (our) account indicated below and the depository/financial institution named below, hereinafter called BANK, to credit the same to such account.

______________________ cps.rebates@usbank.com

E-mail address1 (to receive electronic remittance advices) *E-mail address2*

Checking Account Information (Please attach a voided check or copy of a check with MICR coding)

Routing/ABA Number *Account Number* *Bank Name* *Branch*

City *State* *ZIP* *Phone*

This authority is to remain in full force and effect until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonably opportunity to act on it.

Section 3: MWBE & DVBE

Is your company certified as a minority/ woman owned business?
☐ No ☐Yes (if yes, a copy of your minority/woman owned certification MUST BE INCLUDED)
MWBE Business Status (check all that apply):
☐ African American
☐ Hispanic American
☐ Asian Pacific American
☐ Asian Indian American
☐ Native American
☐ Woman

Is your company certified as a Disabled Veteran Business Enterprise?
☐ No ☐Yes (If yes, a copy of your DVBE certification MUST BE INCLUDED)

This will certify to U.S. Bank that I have read the requirements cited on this form, and the company classification(s) I have selected above are true and correct. I will advise U.S. Bank if our classification should change.

Section 4: Signature (required)

Name (Print):________Title: ________

Signature______________________Date______________________

For Internal Use Only: DUNs# ______________

For public information purposes; not part of the contract.

Request for Proposal Number NST062416 Z1
Contract Number 013017 O4
Proposal Opening: August 30, 2016

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

U. S. Bank National Association
1. None

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

U. S. Bank National Association
1. U.S. Bancorp 2015 Annual Report

usbank.

August 30, 2016

Jason Walters
State of Nebraska
Nebraska State Treasurers Office
State Capitol Building, Suite 2005
Lincoln, NE 68508

Dear Mr. Walters,

We appreciate the opportunity to participate in the RFP process for a fleet solution for the State of Nebraska. The enclosed proposal addresses your request for a comprehensive fleet card payment solution.

The State of Nebraska and U.S. Bank have enjoyed a long standing relationship that has not only included the Voyager Fleet Card program but we also provide services such as ACH/ePayment, prepaid cards, purchasing cards and merchant processing. Our relationship started with Dave Heineman, then Treasurer of Nebraska and later Governor of the State of Nebraska. Governor Heineman has been a strong long term supporter of the State of Nebraska's relationship with U.S. Bank and our product offerings.

U.S. Bank also has a large presence throughout Nebraska with over 570 employees located in 55 locations. Not only do these employees bring outstanding product and services to the citizens of Nebraska they also serve on local boards and volunteer throughout their communities. U.S. Bank supports many different organizations throughout Nebraska by provide grants and financial support through our local U.S. Bank foundation board.

The U.S. Bank Voyager® Fleet Card on the Voyager network is one of the most widely accepted fleet cards available in the marketplace today. With more than 230,000 acceptance locations, the Voyager Fleet Card allows drivers worry-free access to fuel and maintenance locations nationwide. U.S. Bank also provides cardholders with a flexible merchant locator tool and pay-at-the-pump capabilities, instantly adding convenience for your drivers.

U.S. Bank also provides complete access to enhanced data through our proprietary online tool. Only the Voyager Network captures 100% of level III data, allowing your organization a complete picture of fleet spend data. For effective program management, we provide flexible reporting capabilities and the ability to set limits and controls to minimize card misuse, further ensuring the security of your program.

Your fleet card program will have the support of U.S. Bank, the fifth largest commercial bank in the United States. Recognized as a financially sound top performer, our financial ratios consistently rank among the best in the banking industry. By choosing U.S. Bank, the State of Nebraska will not only benefit from a comprehensive fleet card program, but will also have a trusted and dependable financial partner.

We invite you to visit our website at usbpayment.com to view our entire suite of solutions. We look forward to continuing our conversation about the State of Nebraska's fleet card program. Please contact me directly to schedule a presentation of our offering for the State of Nebraska.

Sincerely,

Mark Hess

Mark Hess
Sales Representative
U.S. Bank Voyager Fleet Card

Table of Contents

Exhibits

1. REQUEST FOR PROPOSAL FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

__X__ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: U.S. Bank National Association

COMPLETE ADDRESS: 901 Marquette Ave., Suite 1800 Minneapolis, MN 55402

TELEPHONE NUMBER: 1.866.274.5898 FAX NUMBER: 612.436.6490

SIGNATURE: [signature] DATE: 8/29/16

TYPED NAME AND TITLE OF SIGNER: Michael Leppones, Vice President, Finance Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-612-333-3323 Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	CONTACT NAME: Dawn Heinemann PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dheinemann@hayscompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : OLD REPUBLIC INS CO	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
U.S. Bancorp and its Subsidiaries

200 South 6th Street
EP-MN-L20I
Minneapolis, MN 55402

COVERAGES **CERTIFICATE NUMBER:** 47657622 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		MWZY308048	08/01/16	08/01/17	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
\	AUTOMOBILE LIABILITY			MWTB308046	08/01/16	08/01/17	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MWC30804500	08/01/16	08/01/17	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP# NST062416Z1.
The State and others required by the contract documents are additional insured on a primary and non-contributory basis as respects general liability policy. Waiver of subrogation applies in favor of the additional insureds as respects Workers' Compensation as required by written contract.
Medical Expense - $5,000 has been endorsed on the general liability policy per form GL 416 010 0811.

CERTIFICATE HOLDER

RFP

State of Nebraska
State Treasurer's Office

:ate Capitol Building, Suite 2005

Lincoln, NE 68509
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ddebuhr
47657622

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Minneapolis.CertRequest@marsh.com Fax 212-948-0114	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
U.S. BANCORP AND ITS SUBSIDIARIES
200 S. 6th STREET
EP-MN-L20I
MINNEAPOLIS, MN 55402

COVERAGES **CERTIFICATE NUMBER:** CHI-006655767-02 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	ERRORS & OMISSIONS			ELU141779-15F	11/15/2015	11/15/2016	Limit: $10,000,000	
A	FI BOND (CRIME)			ELU141779-15G	11/15/2015	11/15/2016	Limit: $10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFP# NST062416Z1

CERTIFICATE HOLDER

Nebraska State Treasurer's Office
State Capitol Building; Suite 2005
P.O. Box 94788
Lincoln, NE 68509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Federal Insurance Company	20281
U.S. Bancorp EP-MN-L201 200 S. 6th Street Minneapolis MN 55402 USA	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570063438032 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Cyber Liability			82231090 Cyber Liability - Primary SIR applies per policy terms & conditions	11/15/2015	11/15/2016	Aggr Limit	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
The State of Nebraska Nebraska State Treasurers Office State Capitol Building, Suite 2005 Lincoln NE 68508 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Aon Risk Services Central, Inc.*

Certificate No : 570063438032

2. FORM A.1 AND FINANCIAL STABILITY INFORMATION

Mandatory Project Requirements: Request for Proposal Number #NST062416Z1

Please answer the following two mandatory questions with a check mark after the appropriate response. Any "No" answer will eliminate the bidder from further evaluations.

Yes__X__ No_____	**Is the bidder a state or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb.Rev. Stat. §77-2387(2)?**
Yes__X__ No_____	**Bidder must be an authorized issuer of cards for the purposes detailed in this RFP.**
Yes__X__ No_____	**Bidder must have a minimum of five (5) years' experience providing Fleet Fuel Card services to a program of similar size.**

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2387(2). The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

U.S. Bancorp, with total assets of $438 billion at the end of the second quarter 2016, is a diversified financial services holding company and the parent company of U.S. Bank, the nation's fifth-largest commercial bank. Return on Average Assets (ROA) was 1.43% and Return on Average Common Equity (ROE) was 13.8% during the three months ended June 30, 2016.

Capital generation continues to reinforce U.S. Bank's capital position with:

- Common equity tier 1 capital ratio of 9.3% estimated for the Basel III fully implemented standardized approach
- Common equity tier 1 capital ratio of 9.5%; Tier 1 capital ratio of 11.1%; Total risk-based capital ratio is 13.4%

U.S. Bank's website address is www.usbank.com. The most recent annual report and call reports are available at http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-financialinfo or are included as **Exhibit 1** for **U.S. Bancorp 2015 Annual Report.**

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

While at any given time, including the present, U.S. Bank National Association is involved in disputes and litigation which normally occur in banking operations and which often involve claims for money damages, these pending cases are generally not considered unusual in number or amount, and, based on past experiences in similar litigation, should not have a material adverse effect on the financial position of U.S. Bank, nor impact the delivery of banking services to the State of Nebraska. As a practice, we do not comment on any past or pending litigation, unless pending litigation is significant.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. **BIDDER IDENTIFICATION AND INFORMATION**
The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402

U.S. Bancorp is a Delaware corporation. U.S. Bank National Association is a national bank organized under the laws of the United States. The Bank was organized on July 13, 1863. U.S. Bank is wholly owned by the holding company, U.S. Bancorp, which was incorporated in Delaware in 1929. There have been no changes of ownership since February 27, 2001 when Firstar Corporation, Milwaukee, Wisconsin and U.S. Bancorp, Minneapolis, Minnesota merged.

b. **CHANGE OF OWNERSHIP**
If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

There is no anticipated change of ownership in the upcoming 12 months.

c. **OFFICE LOCATION**
The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

U.S. Bank Corporate Payment Systems
901 Marquette Ave., Suite 1800
Minneapolis, MN 55402

U.S. Bank Lincoln Tower
233 S. 13th St, 9th Floor
Lincoln, NE 68508

d. **RELATIONSHIPS WITH THE STATE**
The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

U.S. Bank has enjoyed an expansive and diverse relationship with the State of Nebraska over the past 15 years. Some of those services are the result of a contract while others have been provided outside of a contract. Specifically, we have provided the following contract services to the State:

- ACH Origination/E-Payment Contract 60870 (O4)

- Stored Value Card Contract 68856 (O4)
- Purchasing Card Contract 50324(O4) REN (1)
- Fleet Fueling Card Contract 44020(O4) REN (1)
- Payment (Credit and Debit) Card Processing Services Contract 66533 (O4)

e. **BIDDER'S EMPLOYEE RELATIONS TO STATE**
If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

To the best of our knowledge, no such relationship exists.

f. **CONTRACT PERFORMANCE**
If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

To the best of our knowledge, no such early termination of a contract has occurred.

g. **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**
The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

i. **Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:**
   a) **The time period of the project;**
   b) **The scheduled and actual completion dates;**
   c) **The Contractor's responsibilities;**
   d) **For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and**

e) Each project description shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. **Contractor and Subcontractor(s) experience must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.**

iii. **If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.**

Time period of project	Scheduled and Actual Completion Dates	Contractors Responsibilities	Reference Name and Contact Information	Prime Contractor or Subcontractor	Completion Date
5 years	NASPO Valuepoint consortium contract scheduled to end 12/31/2018 unless extended.	US Bank has provided the Voyager fleet credit card to state agencies, political subdivisions and higher education facilities within the State since 1998	Phil Guenther State of California, Dept. of General Services Office of Fleet and Asset Management 1700 National Dr. Sacramento, CA 95834 916-928-7970 Phil.Guenther@dgs.ca.gov	Prime Contractor	On going
5 years	NASPO Valuepoint consortium contract scheduled to end 12/31/2018 unless extended.	US Bank has provided the Voyager fleet credit card to state agencies, political subdivisions and higher education facilities within the State since 1998	Daniel Wright Support Services Supervisor State of Oregon, Department of Transportation Fleet Services Operations 455 Airport RD, Bldg. K Salem, OR 97301 (503) 986-2736 (O) (503) 986-2801 (F) Dan.J.WRIGHT@odot.state.or.us	Prime Contractor	On going
5 years	NASPO Valuepoint consortium contract scheduled to end 12/31/2018 unless extended.	US Bank has provided the Voyager fleet credit card to the County and its departments since 1996	Alison L. Yamasaki Fuel Data Analyst King County, Washington, Department of Transportation Fleet Administration 155 Monroe Avenue NE, Bldg J Renton, Washington 98056 (206) 477-0188 office (206) 205-9928 fax alison.yamasaki@kingcounty.gov	Prime Contractor	On going

Experience

U.S. Bank provides a powerful and dependable fleet card program with extensive fuel and maintenance features. With more than 16 years of fuel card experience and an industry-leading technology platform, U.S. Bank has the flexibility and expertise to meet the requirements and future growth of the State of Nebraska. Furthermore, we plan to take a partnership approach to the State of Nebraska's fleet card program: we will continue to develop new technology and enhance our program in step with your evolving needs.

U.S. Bank acquired Voyager Fleet Systems Inc. in 1999. Voyager's fleet card was created in 1995 in response to large fleets' requests for a more flexible payment system. Voyager's oil industry experience combined with U.S. Bank's technical payment industry expertise when Voyager was acquired. The resulting synergy created a well-connected and knowledgeable organization that was familiar with the specific needs for fleet purchases. Using that familiarity as a foundation, U.S. Bank and Voyager developed its state-of-the-art technology platform, which includes the award-winning, web-based program management tool, Fleet Commander® *Online*.

U.S. Bank provides innovative payment solutions that enable the exchange of value between buyers and sellers anywhere, anytime and by any method. Our experienced personnel maintain an ongoing commitment to your success by developing a thorough understanding of your business environment, and creating an integrated product strategy that promotes your goals and objectives. From sales to relationship management, from operations management to account support, U.S. Bank will remain a fully engaged partner to your organization.

h. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH
The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

A hallmark of the way U.S. Bank does business is our consultative approach—we ask questions, listen and make program suggestions based upon our years of experience. We have assembled a highly-specialized service team to guide you through the implementation of your fleet card program and to provide superior ongoing consultation and service.

Team Overview

Sales Representative
The Sales Representative is responsible for the overall sale of your fleet card program. He builds the initial relationship with the State of Nebraska, and is committed to helping your organization determine program needs and identify opportunities for use. Your Sales Representative also introduces the implementation process.

Michael Holmes, Senior Vice President, National Sales Manager, U.S. Bank Voyager Fleet Card
Michael has 25 years of experience in the payments industry. Prior to that, he spent 14 years in the commercial real estate business. He is responsible for managing the sales team across the United States for the U.S. Bank Voyager Fleet Card program. He has received the prestigious Pinnacle Award multiple times for being in the top sales tier at U.S. Bank Corporate Payment Systems. He is a graduate of Oklahoma State University with a degree in business administration and a minor in marketing.

Beverly Wilson, Vice President Public Sector & Higher Education Sales

Beverly has worked in the Transportation Industry for 29+ years. She joined U.S. Bank in 2014 as an Over the Road Sales Consultant. She has extensive knowledge in the Fuel Card Industry, and Fuel Management, Regulatory and Compliance and Freight Brokerage for the Class 7-8 vehicles. Beverly migrated over to the Voyager 1-6 program to assist with several special projects and adding our Aviation Card to her Portfolio. In her new, current role as Vice President of Public Sector and Higher Education Sales, her role is to obtain new business in the Federal, State, Local, and Higher Education Fleet customers directly or the thru Poly Subs.

Relationship Manager

Your dedicated Relationship Manager will provide direction during program implementation and facilitate the success of your program through continued consultation. Relationship Managers also introduce your organization to your Account Coordinator.

Your Relationship Manager will take the initiative to fully understand your organization's objectives and develop and monitor mutually determined account performance goals. Throughout the term of your agreement, your Relationship Manager will conduct optimization and enhancement projects that focus on the State of Nebraska's program expansion and the adoption of industry-wide best practices. They will also deliver account performance reviews, program updates and product enhancements.

Greer Almquist—Corporate Banking Relationship Manager, Omaha, Nebraska

Greer will continue to serve as the State of Nebraska's Government Banking Relationship Manager, the State's primary bank contact, and strategic business partner. He is responsible for bringing the full resources of U.S. Bank to the State

Greer joined U.S. Bank in 2011 as a Government Banking Relationship Manager and worked with public fund entities throughout Missouri. In the summer of 2012, Greer moved to Nebraska to work with the State and other public fund entities throughout Nebraska, Iowa, South Dakota, Wyoming, Oklahoma, Louisiana and Texas. Prior to joining U.S. Bank, Greer worked with public fund entities throughout Missouri and Kansas to help provide solutions for their energy needs.

Greer graduated from Webster University with his Master of Business Administration in 2008 and his Bachelor of Arts in Political Science from the University of Missouri in 2000.

Mark Hess—Relationship Manager, Minneapolis, Minnesota

Mark Hess has worked in the financial services industry for over 16 years serving corporate, state government and financial institution clients. Mark has 9 years of experience with U.S. Bank in the fleet card, purchasing card, corporate card and payables industry. For the past 5 years, he has been a Relationship Manager dedicated to public sector clients that use the U.S. Bank Voyager Fleet Card product. He currently manages the fleet fuel card programs for 15 state government clients and numerous local government, higher education and non-profit clients. Mark attended Taylor University in Upland, Indiana and received his degree in Business Administration.

Even though Mark manages several State government accounts, he is no less than 100% dedicated to the State of Nebraska's accounts. The estimated number of hours he spends on your accounts will depend on your ongoing needs and projects. In addition to these projects, he will schedule quarterly account reviews to discuss program updates, product enhancements and industry best practices. Mark reports directly to Jennifer Patner.

Jennifer Patner—Vice President Transportation, Washington D.C.

Jennifer has worked in the financial services industry for over 22 years. She joined U.S. Bank as a Relationship Manager responsible for a portfolio of Federal government accounts in 2001. As a

Relationship Manager, Jennifer was responsible for the successful implementation, growth and customer satisfaction of fleet card, corporate travel card and purchasing card programs within her portfolio. During this time she served as a team lead for federal relationship managers, received the U.S. Bank Service Excellence award, team and individual Pinnacle Annual awards. In her current role as U.S. Bank Transportation Vice President, Jennifer is responsible for the Relationship Manager team assigned to U.S. Bank federal, State and local Fleet customers in the public sectors. Prior to her employment with U.S. Bank, Jennifer worked as a relationship manager and technical implementation specialist in the financial services industry.

Account Coordinator Team

The U.S. Bank Account Coordinator Team will provide ongoing daily service and consultation to the State of Nebraska's Fleet Administrator. The Account Coordinators assist with all aspects of program management. Throughout the term of your contract, Account Coordinators will also evaluate your reporting needs and help to optimize your online reporting environment, as well as assist with any client-driven changes to the State of Nebraska's reporting and hierarchy options.

U.S. Bank Account Coordinators are also responsible for researching authorization declines, investigation of reconciliation or out-of-balance issues, and dispute resolution. Account Coordinators leverage the expertise of internal research teams to ensure quick and accurate results.

Anastasia Young, Operations Manager, Overland Park, Kansas

Anastasia (Staci) Young has worked for U.S. Bank since May 2011. Staci started out as a customer service advocate supporting clients in operations under the Voyager Fleet Program, before moving into a dedicated account representative role, supporting accounts 10 million or more within our Key accounts team. After being promoted to team lead, Staci became the Operation Manager, managing a team that handles several items for the Voyager portfolio, including calls and account maintenance work for accounts, upcoming account reissues, dedicated reporting, training and all other account needs for those with a yearly spend projected at 10 million or less. Staci was awarded the COSE award in 2013.

Customer Service Representatives

U.S. Bank's Customer Service Department provides toll-free 24/7 account assistance upon verification of personal information. Responsibilities include responding to emergency roadside assistance needs, assisting with our vendor location tools, and coordinating with our temporary vehicle replacement program. Our customer service department also manages account maintenance requests such as card replacement, manual authorizations, processing lost or stolen card reports, and resets for Fleet Commander® *Online* passwords.

Technical Support Specialists

Our highly trained technical support specialists assist the State of Nebraska with all software access and will provide Web- or phone-based training.

Joseph Ashmore, Technical Integration Manager, Houston, Texas

Joseph Ashmore has worked for U.S. Bank Voyager Fleet Card for the last 12 years after retiring from the U.S. Army after a 20 Year Career. Joseph started out in Client Services as a contract employee and rose to managing the U.S. Postal Service Team responsible for supporting the Carrier and Highway Contracting Fleets before moving into Technical Support. After Managing the Technical Support Team Joseph became the Training Coordinator for the U.S. Bank Voyager Fleet Card Program before accepting his current role as Technical Integration Manager in 2011. Joseph attended Central Texas College in Killeen, Texas.

Joseph is available as needed for technical support. He manages his time between many customer projects and requests.

References

The following references can be used for all of the above team members:

Scott Kuchinski
12800 Foster Street
Overland Park, Kansas 66213
913.725.6321

Adam Burke
901 Marquette Avenue
Minneapolis, MN 55402
612.436.6105

Joe Gouws
12800 Foster Street
Overland Park, Kansas 66213
913.725.6774

Cheryl Garcia
Home-Based
210.380.1234

i. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

iv. Name, address, and telephone number of the Subcontractor(s);
v. Specific tasks for each Subcontractor(s);
vi. Percentage of performance hours intended for each Subcontract; and
vii. Total percentage of Subcontractor(s) performance hours.

Diamond Marketing Solutions
900 Kimberly Drive
Carol Stream, IL 60188

Contact: Dave More
614.436.1099
dmoore@dmsolutions.com

Diamond Marketing Solutions is our production facility that stores, embosses and mails our plastics for cardholders.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

a. Understanding of the project requirements;
b. Proposed development approach;
c. Technical considerations; including Form A.2 – A.4
d. Detailed project work plan; and
e. Deliverables and due dates.

a. Understanding of the Project Requirements

PROJECT DESCRIPTION AND SCOPE OF WORK
The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW
The Nebraska State Treasurer (State Treasurer's Office) is requesting proposals for Fleet Fuel Card Services on behalf of State agencies, governmental entities and political subdivisions that wish to participate under the State's contract.

State of Nebraska (State) agencies, the University of Nebraska and the State college System, as well as any other cities, counties, or governmental subdivisions, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. The State makes no representation that any State agency, municipality, county or other governmental subdivision will choose to engage these services as a result of the RFP. The combined bidding of all services to the State eliminates the need for additional procurements by individual State agencies. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org.

The Fleet Fuel Card Services program will be used to purchase fuel and vehicle related services. As of March 2016 the State agencies have approximately 9000 fuel cards and the University has approximately 1300 cards. Currently, there are 23 cities, counties, schools, and community colleges using this contract. Exhibit 1 through 3 show the history for the State Agencies and Exhibit 4 through 6 show the cities, counties or political subdivisions using the contract. Also listed are the sales and transaction count for each program. These represent a historical count, and are not a guarantee of future transaction counts but are provided to benefit the bidders in developing their proposal.

B. PROJECT ENVIRONMENT
The Nebraska State Treasurer's office will be the point of contact for contract negotiations, renewals or questions related to the contract. The Nebraska Department of Roads shall administer the fleet card program on behalf of state government and political subdivisions other than the University of Nebraska. The University of Nebraska – Transportation Services will be the point of contact for all University Fleet Fuel Cards.

C. PROJECT REQUIREMENTS
The awarded contractor will be responsible for:
a. Development, testing and implementation;
b. Issuing cards;
c. Electronic data file transfer.

D. BUSINESS REQUIREMENTS
Each bidder is responsible to research Nebraska Revised Statutes for their legal responsibilities when doing business with the State. Reference to certain State statutes and the Nebraska Constitution are proved in this RFP, but are not all inclusive to the legal requirements of the selected contractor.

a. **Neb. Rev. Stat. § 48-1122—Prohibition of Discrimination**
b. **Neb. Rev. Stat § 73-205(3)—Technology Access Standards**
c. **Neb. Rev. Stat § 73-506(2)—Service contracts with unspecified or unlimited duration**
d. **Neb. Rev. Stat § 73-506(1)—The State cannot pay for deliverables not received**
e. **Neb. Rev. Stat § 81-2401 to 81-2408—Prompt Payment Act**
f. **Neb. Rev. Stat § 81-118.01-Electronic Payment; acceptance; conditions**
g. **Nebraska State Constitution, Article XIII, § 3—Prohibits indemnification and limitations of liability**

U.S. Bank will be responsible for the above requirements.

E. FINANCIAL STABILITY
The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

As referenced above in **Section 2**, U.S. Bancorp, with total assets of $438 billion at the end of the second quarter 2016, is a diversified financial services holding company and the parent company of U.S. Bank, the nation's fifth-largest commercial bank. Return on Average Assets (ROA) was 1.43% and Return on Average Common Equity (ROE) was 13.8% during the three months ended June 30, 2016.

Capital generation continues to reinforce U.S. Bank's capital position with:

- Common equity tier 1 capital ratio of 9.3% estimated for the Basel III fully implemented standardized approach
- Common equity tier 1 capital ratio of 9.5%; Tier 1 capital ratio of 11.1%; Total risk-based capital ratio is 13.4%

U.S. Bank's website address is www.usbank.com. The most recent annual report and call reports are available at http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-financialinfo or are included as **Exhibit 1** for **U.S. Bank 2015 Annual Report**.

b. Proposed development approach

F. SCOPE OF WORK
The following information provides a description of the project and additional State agency and University specific requirements. The below narratives were based on the use of current services and are being provided to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing ability to meet the requirements of the project and the specific requirements.

1. BASIC REQUIREMENTS

a. **Each card must be embossed with the account number, vehicle or equipment identification number, name of agency, and Nebraska tax exempt number;**

The table below describes the embossing options that U.S. Bank offers.

Line	Description
Line 1	The first line can be embossed with 4-6 numeric digits— "Vehicle No. 123456."
Line 2	The second line can be embossed up to 25 characters with the account name.
Line 3	The third line can be embossed up to 17 characters total.

Please see **Exhibit 2** for **Current State of Nebraska Card Design**. We will continue to offer this customized card at no additional cost. Changing the custom graphic and hot stamp logos may require an additional cost.

b. Card must be assigned to vehicles, not to a driver;

A card may be assigned to a vehicle, which is used by one or more drivers.

- If the card is assigned to a vehicle:
  - The vehicle ID can be embossed on the card.
  - The PIN number can be the driver ID or a unique number for that card.
  - Any driver can fuel the vehicle.
  - All vehicle cards can be established in the database for reporting purposes.
- If the PIN is a driver ID, it is checked against a list of valid driver IDs.
- If the PIN is a unique number for that card, it is checked against the specific information set up for that card.
- PINs and IDs must be four to six numeric characters.

c. The State of Nebraska and the Universities of Nebraska are exempt from all State and Federal sales and excise taxes. Vendors are to omit these taxes from the billing/invoice.

U.S. Bank bills all tax-exempt accounts for purchases made on the Voyager Fleet card less any applicable fuel/sales tax exemptions, allowed by law, to which they are entitled, and to which the vendors are capable of processing. Complete reporting of exempted taxes will be provided to the State of Nebraska and to the oil company that allows the exemption.

All clients who are exempt from federal fuel taxes will receive their gas tax exemptions either through the U.S. Bank billing or through a refund claim process. At local, independently owned retail locations that are unable to handle the federal gas tax, U.S. Bank will calculate and accumulate the tax data. Once the criteria set by the IRS are met, U.S. Bank will complete an IRS 8849 refund claim and forward it to the client. The customer will sign the refund claim and forward it to the IRS for the refund to be processed.

On January 1, 2006 U.S. Bank began exempting federal excise taxes as a registered Ultimate Vendor on all sales of gasoline, diesel, E 85, kerosene, aviation gas, and aviation grade kerosene. U.S. Bank handles all (100%) federal excise taxes through a proprietary exemption handling process that strips all taxes at the time of transaction posting.

As a registered Ultimate Vendor, U.S. Bank will settle with the merchant whenever a State of Nebraska entity uses a U.S. Bank card to acquire fuel. When the Voyager Fleet Card is used at an oil company vendor, the transaction resides in the vendor's point of sale device until the vendor processes its daily batch file upload into the oil company/processor's mainframe.

The oil company/processor will then submit settlement files to U.S. Bank. During the settlement process, U.S. Bank will purchase the fuel transaction at a price that includes the federal excise tax. U.S. Bank will then run all transactions through a tax exemption handling routine that strips all applicable taxes, and will post the transactions to the State of Nebraska less any federal excise taxes. Lastly, U.S. Bank, as the Ultimate Vendor, will then file a claim with the IRS to receive a refund of any federal excise taxes exempted.

U.S. Bank has developed and maintains its own proprietary tax exemption handling process—a process that is used to great effect by many state and Federal Governmental entities today. U.S. Bank also possesses the industry's best level III data capture. The combination of these two features allows U.S. Bank to offer the State of Nebraska a real time, sophisticated tax exemption handling process. Transactions are handled live in the U.S. Bank system as they are received; not at a later date, or via a third party as is the case with other fleet card providers. Furthermore, because of U.S. Bank's complete level III data capture, more taxes are handled with greater accuracy and the State of Nebraska does not lose valuable tax exemption dollars due to inaccurate or missing level III data.

d. The vendor must pay for any necessary software updates for:

I. Batch file processing;
II. Driver authorization;
III. Uploading fuel conversion codes, and;
IV. Uploading card authorization to GASBOY systems.

U.S. Bank will be responsible for any internal updates on our systems.

Rather than paying for external software updates, U.S. Bank is offering a competitive rebate pricing structure based on the volume and timeliness of repayment of the Voyager fleet card program.

e. Card must be capable of privatizing (for internal transaction processing)

U.S. Bank has standard inventory files that can be used to create a positive or negative file of the cards, drivers and vehicles that are allowed access at private terminals. U.S. Bank will work with the State of Nebraska to use the inventory file or work to come up with a custom solution to meet the needs of fueling at private terminals.

f. Program must be in place by March 31, 2017.

As your current provider there will be no need to implement a new program, saving the State of Nebraska the time and cost of implementation.

g. Soft rubber/neoprene card hold key rings must be provided at no cost.

Yes. U.S. Bank has waived the cost of card hold key rings.

h. New or replacement cards must be free and include free shipping and tracking information when cards are shipped.

i. Replacement cards will be issued within five (5) business days

Replacement cards can be conveniently ordered via Fleet Commander® *Online*. Additional options include: telephone (by authorized personnel only), written request (fax or email) and electronic file.

Replacement cards can be ordered the day the card is requested and can be mailed the next business day. Cards sent via UPS must allow five to seven business days for delivery.

However, if the State of Nebraska would prefer that cards be sent via overnight delivery as a regular course of business, U.S. Bank will comply and bill the State of Nebraska accordingly ($20.00 overnight fee per shipment of up to 100 cards).

j. Administrators of the programs can unlock cards as well as the contractor.

Yes. This functionality is available through Fleet Commander® Online.

k. Historical information must be stored for three (3) years after the contract expires

Historic data is available offline for seven years after the expiration of the contract.

l. Initial cards must be issued by program administrators

For the initial roll out, our client can submit a hardcopy list or data file that provides all driver and vehicle information. After processing the list or file, U.S. Bank will confirm account setup with the State of Nebraska. Upon approval, U.S. Bank will emboss and mail all cards to the designated card addresses or, if required, the Program Administrator.

m. The contractor must ensure privacy and security for all data

U.S. Bank offers the State of Nebraska our proprietary program management and reporting system, Fleet Commander® Online. Fleet Commander® Online resides in a multi-tiered, multi-server environment with built-in redundancies. U.S. Bank hosts all of our servers and manages our system firewalls. We use the latest Secure Computing Sidewinder Firewalls with 128-bit Secured Socket Layer (SSL) data encryption to protect the application, the business logic and delivery mechanisms of Fleet Commander® Online and your data. All Internet connections and sensitive internal connections are encrypted using SSL 3.0, RC4 with 128-bit encryption (High) and RSA with 1024 bit exchange.

User Access

Each Fleet Commander® Online user ID is associated with authorization and authentication information that dictates which accounts a user can access and which tasks a user can perform within Fleet Commander® Online. The system authorizes access exclusively to the data and functionality allowed by the profile associated with that user ID. This structure allows the State of Nebraska to allow each employee access only to the information and functionality necessary to perform his or her job duties.

System Security and Intrusion Monitoring

U.S. Bank has deployed both network-based and host-based intrusion detection systems to ensure the safety of our networks. These systems passively monitor our internal network and ensure that perimeter firewalls and defenses function properly. Continuously monitoring our systems allows us to identify and respond to vulnerabilities, unauthorized internal activity and unauthorized external traffic. U.S. Bank has engaged a third-party service to monitor and manage our intrusion detection systems. We have a staff of intrusion detection experts on call 24/7, ready to investigate any incidents reported to us by our trusted vendor.

Incident Response Policies

U.S. Bank has extensive incident response procedures to follow when suspicious activity occurs. Fleet Commander® Online runs on U.S. Bank internal servers. Because U.S. Bank owns, hosts and supports these servers, we can temporarily halt the application or disable external access to the application to address a security issue. The Office of the Comptroller of the Currency (OCC) and TruSecure regularly review these procedures to ensure that U.S. Bank meets and exceeds security best practices. U.S. Bank will work with the State of Nebraska to establish incident response procedures and notification policies regarding your program.

Anti-Virus and Malware Protection

U.S. Bank Information Security Services (ISS) takes a multi-faceted approach to anti-virus protection. Our security team researches new viruses and vulnerabilities, and proactively protects our systems against potential attacks. ISS uses a specialized software suite to manage security patches, ensuring that our systems have the latest critical protection. This software also analyzes the latest threats and provides industry risk severity ratings.

n. Toll free customer service

Yes. U.S. Bank's Fleet Card Customer Service Representatives are available to personally assist the State of Nebraska with any account issues toll-free, 24/7.

o. Level III data capture capabilities and reporting

U.S. Bank does not enter into a card acceptance agreement with a merchant unless they are able to provide level III data. Furthermore, U.S. Bank has worked closely with oil companies and independent merchant processors to continue to enhance the merchants' ability to provide level III data.

Following is a list of all data elements that can be captured and tied to a single transaction within the U.S. Bank system:

- Account Number
- Account Name
- Card ID
- Transaction Occurred Date
- Transaction Time
- Invoice Number
- Product Description
- Units
- Transaction Line Amount
- Participant Name
- Merchant Name
- Merchant Address
- Merchant City
- Merchant State
- Merchant Zip
- Prompt Type
- Vehicle ID
- Driver ID
- Actual Odometer
- Type of Sale Description
- Account Org Level 1 ID
- Location Number
- Driver Last Name
- Driver First Name
- Driver Middle Initial
- Driver Code 1
- Driver Code 2
- Driver Code 3
- Driver Code 4
- Driver Code 5
- Vehicle Description
- VIN
- Vehicle License
- Vehicle License State
- Estimated Odometer
- Estimated Odometer Code
- Miles Driven
- Cost Per Mile
- Miles Per Gallon
- Vehicle User Code 1
- Vehicle User Code 2
- Vehicle User Code 3
- Vehicle User Code 4
- Vehicle User Code 5
- Total Exempted Taxes
- Driver Organization Level 6 Name
- Driver Organization Level 7 Name
- Card Organization Level 1 Name
- Card Organization Level 2 Name
- Card Organization Level 3 Name
- Card Organization Level 4 Name
- Card Organization Level 5 Name
- Card Organization Level 6 Name
- Card Organization Level 7 Name
- Transaction Exception Description 1
- Transaction Exception Description 2
- Transaction Exception Description 3

- Participant Code
- Product Code
- Product Type Description
- Product Source Code
- Purchase Order Number
- Service Type
- Type of Sale
- Service Type Description
- Transaction ID
- Transaction Day of Week
- Transaction Posting Date
- Cost Per Unit
- Net Purchase Amount
- Prompt Type Code
- Driver/Vehicle Type
- Card Code 1
- Card Code 2
- Card Code 3
- Card Code 4
- Card Code 5
- Vehicle Organization Level 2 Name
- Vehicle Organization Level 3 Name
- Vehicle Organization Level 4 Name
- Vehicle Organization Level 5 Name
- Vehicle Organization Level 6 Name
- Vehicle Organization Level 7 Name
- Driver Organization Level : Name
- Driver Organization Level : Name
- Driver Organization Level · Name
- Driver Organization Level . Name
- Transaction Exception Codes 1
- Transaction Exception Codes 2
- Transaction Exception Codes 3
- Federal Tax Exempted Amount
- State Motor Fuel Tax Exempted Amount
- State Sales Tax Exempted Amount
- Local Sales Tax Exempted Amount
- Miscellaneous Tax Exempted Amount
- Primary Motor Fuel Tax Exempted Amount

p. Redundant systems.

The underlying mainframe system is closely monitored and supported by the largest, most secure technical team and environment in the fleet card industry. The technical systems support and development team includes over 100 individuals dedicated to the upkeep and maintenance of the system's platforms. As a result, our performance metrics yield a 100% uptime on our transaction and authorizations processing platform due to the sophisticated systems architecture and redundancy models we use. Our processing front end is CICS and we have a Tandem Base 24 authorizations back-end that stands in automatically when we have no response within four seconds.

The Fleet Commander® Online and Merchant Commander Online system averaged a 99.79% availability uptime for 2013. Please note that the Internet team has a scheduled maintenance window on Sundays from 3:00 a.m. to 8:00 a.m. EST that is not included in the uptime average.

Incoming Sales/Merchant files need to be sent to the mainframe via a secured VPN connection by 17.50 CST to have the files processed same day. Confirmation files will be sent by 4 a.m. next day.
It is extremely rare that the mainframe file delivery process is ever interrupted. The file delivery process runs continuously, and includes automatic redundancy measures to alert and store critical files should there be any unexpected interruption. U.S. Bank has a 24/7 technical support team dedicated specifically to file delivery and maintenance, and this team will engage immediately and work closely with the State of Nebraska should there ever be any interruption of service.

The authorization system has a built-in processor response time of eight seconds before the transaction times out and sends an automatic decline.

2. STATE OF NEBRASKA PROGRAM

a. **Ordering new or replacement cards will be restricted to the Fuel and Credit Card Systems Manager and their staff at the Nebraska Department of Roads**

Yes. Per State of Nebraska's requirements, the ordering of new or replacement cards can be restricted to certain personnel.

b. **State ID number will be a five (5) digit number**

Yes. PIN, driver ID or vehicle ID may be any four to six digit numeric entry.

c. **Contractor must be willing to stage the deployment of cards, as the State have many expiration dates**

Yes. Voyager Fleet Card accounts have a standard three-year expiration period, however the flexibility of our system allows for a variety of options. U.S. Bank will consult with the State of Nebraska to understand your requirements for custom expiration dates.

d. **Custom cards must be provided**

Yes. Customized cards are offered to clients with a minimum order of 10,000 cards. New card designs cost an estimated \$3,500. This fee is broken down by design fee of \$1,000 and printing fee of \$2,500. It generally takes six weeks for card production from the start of custom design work to card delivery at the embossing center. Cards can be rushed and completed in three to four weeks for a 40% additional charge on the printing costs.

In addition to the customized plastic option, logo cards are available to the State of Nebraska. We will add the State of Nebraska's logo to the top right portion of the card for a fee of \$200. Logos are only available in black. It takes two to three weeks for logo card production.

e. **State agency drivers are allowed up to five (5) transactions, State refueling sites are not included**

Yes. U.S. Bank can administer a transaction limit for all State of Nebraska drivers. This restricts the number of transactions allowed within the specified time period. May be set by day, week, month or billing cycle.

f. **State invoices will be received no later than Wednesday for the prior week transactions, received electronically and paid within 10 business days after the file has been received.**

Yes. The State of Nebraska is currently setup for weekly billing on Mondays. The invoice is available on the following Tuesday.

3. UNIVERSITY OF NEBRASKA PROGRAM

a. **Ordering new or replacement cards will be restricted to the Transportation Director and the Transportation Services administrative staff.**

Per the University of Nebraska's requirements, the ordering of new or replacement cards can be restricted to certain personnel.

b. University ID number will be a six (6) digit number.

PIN, driver ID or vehicle ID may be any four to six digit numeric entry.

c. Noncustom plastic will be provided.

U.S. Bank will provide the State of Nebraska with the standard blue U.S. Bank card at no cost with the embossing features listed below.

Line	Description
Line 1	The first line can be embossed with 4-6 numeric digits— "Vehicle No. 123456."
Line 2	The second line can be embossed up to 25 characters with the account name.
Line 3	The third line can be embossed up to 17 characters total.

d. Contractor must be willing to provide the University with one expiration date on all cards.

Yes. Voyager Fleet Card accounts have a standard three-year expiration period, however the flexibility of our system allows for a variety of options. U.S. Bank will consult with the State of Nebraska to understand your requirements for custom expiration dates.

e. University drivers are allowed up to three (3) transactions a day.

Yes. U.S. Bank can administer a transaction limit for all University of Nebraska drivers. This restricts the number of transactions allowed within the specified time period. May be set by day, week, month or billing cycle.

f. University invoices will be received weekly and sent electronically.

Yes. We will continue the same process of providing a weekly invoice via an electronic file

c. Technical considerations; including Form A.2 – A.4

G. FUNCTIONAL REQUIREMENTS
Bidders must address the functional requirements in Attachment A, Forms A.2 – A.4.

Please see below for Forms A.2 – A.4. In addition, we have also included **Exhibit D, Technical Approach Explanation**, for clarification.

H. PROPOSED RESOLUTION
The State expects the selected contractor to meet or exceed the levels of services currently provided. The contractor will work with the State and University staff to research and correct problems in a timely and professional manner throughout the entire contract.

U.S. Bank will continue to strive to meet and exceed the required level of service.

d. Detailed project work plan; and

I. **PERFORM IMPLEMENTATION**
Bidder must provide a detailed description of the implementation process, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. Contractor will be responsible to fully cooperate with current Contractor, State and University during all phases of the implementation/transition.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Does bidder assign an implementation team or manager? If so, what is the cost?

U.S. Bank takes a consultative approach from the outset of your fleet card implementation. Each step in the sales process enhances our understanding of your organization, allowing us to suggest solutions that will add significant value to the State of Nebraska's fleet card program.

When the State of Nebraska chooses U.S. Bank as your fleet card program provider, U.S. Bank personnel will meet with your designated Fleet Administrator to discuss plans for implementation and account set-up.

An Implementation Project Manager (IPM) will be assigned, who will work with your Fleet Administrator to begin the implementation process. An implementation kickoff meeting will be scheduled to review the timeline, enrollment and make program decisions regarding:

- Program Hierarchy Structure
- Spending Controls and Card Security Prompts
- Billing Cycle
- Billing Contact Information
- Paper Statement Suppression
- Payment method
- Transaction File Type and Frequency
- Embossing Preferences
- Preferred Rollout Timeline
- Card Delivery—sending ongoing cards via UPS or standard U.S. Mail
- Custom or Logo Card Design
- Data Transmission Questionnaire (DTQ)
- Fuel Discounts - negotiates discounts with specific vendors

After this initial meeting, the IPM will provide a project plan and meeting minutes. In addition, they will conduct regular meetings with your Fleet Administrator and other representatives until your implementation is complete.

Before card issuance, the IPM will confer with your Fleet Administrator to review progress against an implementation task list and discuss any remaining open tasks. If all elements meet the satisfaction of your organization, the implementation will close, and all account servicing will be conducted through your assigned U.S. Bank Account Management team.

In addition to the above, your Relationship Manager will be available for on-site visits as required.

Please see **Exhibit 3** for **Sample Implementation Project Plan**.

Training

Our comprehensive training tools and resources are designed to give the State of Nebraska's Fleet Administrators the knowledge they need to effectively use Fleet Commander Online, as well as give drivers the knowledge they need to use the fleet card, ensuring increased program adoption and efficiency.

Experienced adult-learning professionals who understand the needs of our clients have developed our training tools and resources based on proven best-practices and industry knowledge. Flexible, role-based training with function-specific content fits with user's learning styles and availability. The types of training resources we offer include:

- Interactive Content
  - Self-paced lessons, available 24/7 on our web-based training (WBT) site, offer step-by-step instruction, self-evaluation, and certification.
    - Get Started
    - Search for Accounts and Organizations
    - Create, Schedule and Share Reports
    - Dispute Transactions
    - Set Authorization Limits
    - Create and Maintain Cards
    - Create and Maintain Vehicles
    - Create and Maintain Drivers
    - Make an Online Payment
    - Use your Voyager Fleet Card
  - Quick access to answers to questions without work disruption.
- Written Documentation
  - Specific step-by-step instructions to get Fleet Administrators and drivers up to speed.
- Live Instructor-led Virtual Training
  - Fleet Administrators can register for a live, virtual training class via a link within the WBT.
  - The class runs for approximately two hours and covers Fleet Administrator tasks within Fleet Commander Online.
    - Create and maintain accounts, cards, vehicles, and drivers
    - Select, create, and tie cards, drivers, and vehicles
    - Cancel a card, replace damaged cards or reported lost and/or stolen cards
    - View transactions and transaction details
    - Search for cardholder accounts and transactions
    - Create and run management reports related to purchase alerts, real time activity, fuel economy, exceptions and inventory
    - Select and modify profiles, including setting authorization limits

J. PROVIDE POST IMPLEMENTATION SUPPORT

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.

A hallmark of the way U.S. Bank does business is our consultative approach—we ask questions, listen and make program suggestions based upon our years of experience. We have assembled a highly-specialized service team to guide you through the implementation of your fleet card program and to provide superior ongoing consultation and service. The members of this team include the following roles:

Sales Representative

The Sales Representative is responsible for the overall sale of your fleet card program. He builds the initial relationship with the State of Nebraska, and is committed to helping your organization determine program needs and identify opportunities for use. Your Sales Representative also introduces the implementation process.

Relationship Manager

Your dedicated Relationship Manager will provide direction during program implementation and facilitate the success of your program through continued consultation. Relationship Managers also introduce your organization to your Account Coordinator.

Your Relationship Manager will take the initiative to fully understand your organization's objectives and develop and monitor mutually determined account performance goals. Throughout the term of your agreement, your Relationship Manager will conduct optimization and enhancement projects that focus on the State of Nebraska's program expansion and the adoption of industry-wide best practices. They will also deliver account performance reviews, program updates and product enhancements.

Account Coordinator Team

The U.S. Bank Account Coordinator Team will provide ongoing daily service and consultation to the State of Nebraska's Fleet Administrator. The Account Coordinators assist with all aspects of program management.

Throughout the term of your contract, Account Coordinators will also evaluate your reporting needs and help to optimize your online reporting environment, as well as assist with any client-driven changes to the State of Nebraska's reporting and hierarchy options.

U.S. Bank Account Coordinators are also responsible for researching authorization declines, investigation of reconciliation or out-of-balance issues, and dispute resolution. Account Coordinators leverage the expertise of internal research teams to ensure quick and accurate results.

Customer Service Representatives

U.S. Bank's Customer Service Department provides toll-free 24/7 account assistance upon verification of personal information. Responsibilities include responding to emergency roadside assistance needs, assisting with our vendor location tools, and coordinating with our temporary vehicle replacement program. Our customer service department also manages account maintenance requests such as card replacement, manual authorizations, processing lost or stolen card reports, and resets for Fleet Commander® *Online* passwords.

Technical Support Specialists
Our highly trained technical support specialists assist the State of Nebraska with all software access and will provide Web- or phone-based training.

Query/Macro Support Specialist
The query/macro support specialist manages emergency or custom query requests and processes emergency card limit updates, account conversions, or any other bulk card requests.

2. **Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?**

The State of Nebraska will be given an Escalation Point of Contact sheet for any issues that our 24/7 Customer Service Representatives or our Account Coordinator cannot resolve. Any problem or complaint can be escalated to the upper management of U.S. Bank, and from top to bottom, we pledge to work quickly and diligently to resolve any problems that may arise. There is no cost associated with this service.

3. **Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?**

We will communicate any industry issues, rules or regulations updates to the State of Nebraska.

4. **Describe any on-going training that would be available as upgrades or system changes occur.**

Please see **I. Perform Implementation** for details.

e. Deliverables and due dates.

K. DELIVERABLES (REQUIRED)
Bidder should provide a copy of all banking agreements required to initiate all banking services listed in this RFP. Bidder agreements shall be edited to include only the services requested in this RFP and not contain language conflicting with the RFP, State law and Section III. Terms and Conditions of the RFP. This information can be included as a separate tab/section labeled "Deliverables". The bidder understands that alternative terms and conditions may be rejected by the State.

Please see **Exhibit B** for **"Deliverables" - U.S. Bank's Fleet Card Program Agreement.**

FORM A.2

GENERAL REQUIREMENTS

1. Would you agree that vehicle related items requested for purchase on fuel card transactions would fall into two categories?
   - Automotive fuels
   - Vehicle accessories such as oil, wiper blades, windshield washer fluid, etc. and/or preventive maintenance and repair such as oil changes, tire repairs, broken belt repairs, lights, etc.

   Yes__X__ No_____

2. The State and University are exempt from Federal fuel taxes and Nebraska state taxes on non-fuel items. They may also be exempt from state sales taxes in some states. The State and University will provide tax exempt certificates upon final contract. The Fleet Fuel Card system must be able to track these taxes and provide an invoice that does not include these taxes; can your software allow this?

   Yes__X__ No_____

3. The State and University have a number of refueling sites in Nebraska; please indicate if you will allow the State and the University to "privatize" your fuel card code to enable the State and University to process fuel transactions directly into our fleet management system (FMS) from these sites.

   Yes__X__ No_____

   Is special hardware and/or card specific software or proprietary software required in order to privatize your fuel card? These costs must be listed as separate line items.

   Yes__N/A__ No__N/A_ Associated cost__Dependent upon detailed technical requirements.

   Please see attached Exhibit D for Technical Approach Explanation.

SPECIFICATIONS

4. Does the bidder have the ability to allow the State or the University to order new cards, replacement cards due to damage, loss or theft, cancel cards, or lock/unlock cards via a secure internet site by authorized users?

   Yes__X__ No_____

   Please see attached Exhibit D for Technical Approach Explanation.

5. Does the bidder have the ability to allow the State or the University to order new cards, replacement cards due to damage or loss or theft, cancel cards, or lock/unlock cards via fax or telephone 24/7 by authorized users?

   Yes__X__ No_____

6. **Can the bidder issue replacement cards within five (5) business days?**

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

7. **Can the bidder issue new or replacement cards free of charge?**

Yes__X__ No_____

8. **Can the bidder mail new or replacement cards without a shipping cost?**

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

9. **Can the Fleet Fuel card be embossed using a card stock, which is rated at 3 years as a minimum?**

Yes__X__ No_____

10. **Can the Fleet Fuel cards be embossed using the account number, equipment identification number and appropriate controls in the magnetic stripe?**

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

11. **Can the Fleet Fuel card have three (3) lines of embossing?**

Yes__X__ No_____

How many characters per line?

The table below describes the embossing options that U.S. Bank offers.

Line	Description
Line 1	The first line can be embossed with 4-6 numeric digits— "Vehicle No. 123456."
Line 2	The second line can be embossed up to 25 characters with the account name.
Line 3	The third line can be embossed up to 17 characters total.

12. **Can an authorization be restricted to a transaction with the odometer reading and a Personal Identification Number (PIN)?**

Yes__X__ No_____

13. Can the software be secure to the point that the PIN as well as the odometer reading cannot be bypassed and the purchase must be electronically validated and recorded at the time of the sale?

Yes__X__ No_____

14. Does the bidder's software allow a card to be assigned to a vehicle and not to an individual?

Yes__X__ No_____

15. Does the bidder's software have the ability to add a station that is currently not a part of your network that we may request to be added?

Yes_____ No__X__

16. Can the bidder's software limit the number of transactions per day for fuel and non-fuel purchases per driver?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

17. Can the bidder's software limit the number of transactions per day for fuel and non-fuel purchases per card?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

18. Can the card be used 24/7?

Yes__X__ No_____

19. Can the card be limited to certain times of the day?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

20. Can the card have dollar limits for fuel?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

21. Can the dollar limit be made at the administrative level?

Yes__X__ No_____

How quickly can the limit be adjusted in the software?

Using Fleet Commander® Online, the Fleet Administrator can change or add the following limits within the overall program limits. These changes are real time.

- Limits—Number of transactions allowed daily, weekly, monthly and cycle, dollars allowed daily, weekly, monthly and cycle, valid purchase days and valid purchase times are available on program
- Demographic information—Five alternate fields allowed on each card, driver and vehicle
- Reporting hierarchy/access rights—Fleet Administrators can move users within the reporting hierarchy as well as alter their access rights in the system
- Account Setup/Cancel and Card Order—Fleet Administrators can cancel and order cards, enter desired embossing text

22. Is there a minimum and maximum number of characters for a PIN?

Yes__X__ No_____

If yes, please list the minimum and maximum number of characters.

PINs must be four to six numeric characters.

23. Can the PIN be both, alpha-numeric?

Yes_____ No__X__

Please see attached **Exhibit D** for **Technical Approach Explanation**.

24. Will the bidder provide (free of charge) soft rubberized credit card holder-key chains for the duration of the contract?

Yes__X__ No_____

INVOICING

25. Will the bidder charge a transaction fee?

Yes_____ No__X__

26. Will the bidder charge a monthly fee for cards issued?

Yes_____ No__X__

27. Will the bidder charge an annual fee for cards issued?

Yes_____ No__X__

28. Can the bidder provide weekly invoices?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation**.

29. Can the bidder provide monthly invoices?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation**.

30. If the State or University receives an invoice that includes Federal fuel taxes, can the agency short pay the invoice?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation**.

SOFTWARE & REPORTING

31. Does the software have the ability to choose a billing cycle close date?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation**.

32. Can new cards be activated online?

Yes__X__ No_____

Please explain the activation process.

After implementation, Fleet Managers can establish new cards, drivers and vehicles using Fleet Commander® Online, or send the request via fax or email. All requests are processed upon receipt and fulfilled within two to three days. Rush issuance can be completed within 24 to 48 hours.

U.S. Bank will send new cards on the following business day after the account has been approved by an authorized point of contact. The Account Coordinator Team will have provided an account profile for each new account via fax or email so that the State of Nebraska has all PINs prior to receiving the cards. All new cards are issued with active PINs.

33. Does the software have the ability to cancel a card immediately once the cancellation is in the system?

Yes__X__ No_____

34. Does the bidder have the ability to provide an electronic data file to facilitate the transfer of data collected into FMS?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation**.

35. Please identify routine reports that are used and available to monitor fueling with your program.

Comprehensive reporting contributes to effective program management. With U.S. Bank's industry-leading reporting tools, the State of Nebraska can transform raw transaction data into business intelligence for compliance management, cost reduction efforts and strategic planning. Users can export reports in convenient file formats including XLS, HTML, PDF, CSV and tab-delimited text files. Report categories include:

- **Inventory Reports**—Inventory reports allow Fleet Administrators to assemble real-time inventory information to manage all aspects of your fleet. This series of reports includes detailed individual card, vehicle and driver profiles.
- **Transaction Reports**—Users can customize transaction reconciliation and vehicle management reports. Fleet Commander® Online allows users to drill down into transactional data and create customized reports that include user-specified data elements. Users can also define the column appearance, naming, sort order, date range and specific account or organizational level.
- **Management Reports**—Management reports help Fleet Administrators spot misuse and evaluate transaction trends, including: non-fuel purchases, high number of gallons, highest number of transactions, multiple purchases per day, and purchase methods. Fleet Administrators can also create summary reports to identify overall spending trends.
- **Exception Reports**—The State of Nebraska can designate alerts to monitor program compliance. Exception reports highlight card use that falls outside of the State of Nebraska's requirements. Using these reports, Fleet Administrators can quickly identify and address potential employee misuse.
- **User Activity Reports**—This group of reports generates a log of changes made to the State of Nebraska's program. Fleet Administrators can view changes to cards, drivers, vehicles and purchase orders. Reports include the item changed, what was changed, when and by whom.
- **Billing Reports**—Billing reports provide information on all program transactions including any payments and adjustments.

Fleet Commander® Online users can save reports based on specified criteria and schedule daily, weekly, monthly or quarterly report generation. U.S. Bank sends email notifications to the user when a report has been generated. The user controls what information goes into a report and how the system sorts the information using report-specific parameters and sorting options. Users can share established reports within the State of Nebraska's program.

Please provide examples of each report available and a description of the data contained.

Please see **Exhibit 4** for **Fleet Commander® Online Report Samples.**

Please identify any special reports available that are not provided as part of the contract/agreement and any costs associated with providing such special reports.

Fleet Commander® Online's ad hoc reporting functionality allows the State of Nebraska to create a convenient collection of customized reports. Using this feature, the State of Nebraska can compile the data you need in a format that best suits your organization and share customized reports with other users. Ad hoc reporting functionality also provides access to report output from scheduled reports and shared reports. There is no cost associated with ad hoc reporting.

36. Is the software capable of level III data capture and reporting? List what percent of the stations of each brand currently offered who provide full electronic data capture and transmission. (Meaning the following information is provided.)
   a. Location
   b. Date
   c. Time
   d. Vehicle license number
   e. Odometer
   f. Product
   g. Gallons
   h. Cost per gallon
   i. Total transaction cost

   Yes__X__ No_____ Percentage of stations_____100%_____

   Please see attached **Exhibit D** for **Technical Approach Explanation**.

37. Does the bidder have "Web" based reporting, capable of reflecting the following information?
   - Date, time and location of each purchase
   - Vendor name and address
   - Products or services purchased, breaking out non-fuel transactions
   - Odometer readings
   - Vehicle number fueled
   - Number of gallons purchased, price per gallon, and total purchase amount
   - Number of items purchased, price per item, and total purchase amount
   - Federal tax per transaction
   - State tax per transaction
   - Type of transaction (pay at the pump or manual)
   - Reporting according to month end and fiscal year end
   - Transactions not yet billed
   - Location discounts and amount discounted
   - Vendor/Merchant locator

   Yes__X__ No_____

38. Can reports be customized?

   Yes__X__ No_____

   What is the process for requesting customized reports?

   Fleet Commander® Online ad hoc reporting functionality allows the State of Nebraska to create a convenient collection of customized reports. Using this feature, the State of Nebraska can compile the data you need in a format that best suits your organization and share customized reports with other users. Ad hoc reporting functionality also provides access to report output from scheduled reports and shared reports.

39. Does the bidder have the ability to maintain detailed billing and payment history?

   Yes__X__ No_____

How long is detailed billing and payment history stored?

Fleet Commander® Online users can access 24 months to 36 months of data. At the end of each year, U.S. Bank moves the oldest 12 months of data offline. Data is stored offline for an additional 48 months (84 months total) and is available upon request.

40. Does your program have the ability to process transactions from vendors that are not part of your network?

Yes_____ No__X__

If your program has the ability to process transactions from vendors that are not part of your network, is there an additional per transaction cost?

Yes__N/A__ No__N/A__ Per transaction cost____________________

41. Can historic information be accessed three (3) years after the expiration of this contract?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation**.

42. Please list electronic file types in which you will accept the State/University's vehicle data. Example: Excel or text files, etc.

U.S. Bank will work closely with the State of Nebraska to meet your requirements for transaction data transmission. Fleet Commander® Online allows users to download reports and other program files as Excel spreadsheets, ASCII files, CSV or PDF files. Fleet Commander® Online does not support client uploads to our system.

43. Can the software provide for electronic authorization of transactions through a point of sale device linked to the primary card provider?

Yes__X__ No_____

If so, please explain this feature.

U.S. Bank adheres to standard authorization procedures. Transactions that violate the restrictions established by the authorization controls will be declined at the point of sale. Authorization support is provided 24/7. U.S. Bank's authorization system is a dual system and has a backup system in place should the normal authorization system become inoperable.

All electronic sales will be authorized online (real-time) against U.S. Bank's positive file.

CUSTOMER SERVICE

44. Is the bidder able to provide a toll free customer service number for authorization problems or exceptions that is staffed 7 days a week, 24 hours a day, 365 days a year?

Yes__X__ No_____

45. Is the bidder able to provide a toll free customer service number for drivers who need to have the fleet fuel card unlocked?

Yes__X__ No_____

46. Is the bidder able to provide a toll free customer service number without any costs associated to it?

Yes__X__ No_____

If not, what is the associated cost?

Not applicable.

47. Please state and provide details of any road assistance program that would be included with the use of your card.

U.S. Bank offers a complete suite of services to accommodate diverse fleet management requirements. With U.S. Bank's full array of data management and reporting tools, clients discover opportunities to improve their fleet programs. Beyond our standard offering, U.S. Bank's comprehensive value-added services allow clients to save faster and more effectively.

Roadside Assistance Program

Through our partnership with the National Auto Club, clients can receive quick, courteous and cost-effective road services 24/7. Services include the following:

- Mechanical assistance
- Jump start
- Emergency fuel, oil and water delivery
- Emergency towing
- Tire change
- Lockout services

Onsite Bulk Fueling

Clients with bulk fuel facilities can improve control of their fuel operations using the FuelForce system powered by MultiForce Systems Corporation. FuelForce software authorizes and controls product delivery to fleet vehicles from any number of sites, while collecting accurate, valuable fuel usage and vehicle data for fleet management.

Rental Car Program

Clients in need of a temporary replacement vehicle can take advantage of U.S. Bank's partnership with Enterprise Rent-A-Car. The State of Nebraska can reserve any type of vehicle at the nearest rental location. The program can provide the State of Nebraska with preferred rates as well as access to non-traditional vehicles.

48. Can the bidder provide initial training on the proper, accurate and efficient operation of all aspects of the software?

Yes__X__ No_____

Identify any costs associated with training:

There are no costs associated with training.

49. It is expected that the bidder would provide training materials such as electronic downloads, manuals, printed literature and/or instructions. Please provide a description of your training procedures, printed or electronic instructions that would be provided and any associated costs.

Our comprehensive training tools and resources are designed to give the State of Nebraska's Fleet Administrators the knowledge they need to effectively use Fleet Commander® Online, as well as give drivers the knowledge they need to use the fleet card, ensuring increased program adoption and efficiency.

Experienced adult-learning professionals who understand the needs of our clients have developed our training tools and resources based on proven best-practices and industry knowledge. Flexible, role-based training with function-specific content fits with user's learning styles and availability. The types of training resources we offer include:

- **Interactive Content**
  - Self-paced lessons, available 24/7 on our web-based training (WBT) site, offer step-by-step instruction, self-evaluation, and certification.
    - Get Started
    - Search for Accounts and Organizations
    - Create, Schedule and Share Reports
    - Dispute Transactions
    - Set Authorization Limits
    - Create and Maintain Cards
    - Create and Maintain Vehicles
    - Create and Maintain Drivers
    - Make an Online Payment
    - Use your Voyager Fleet Card
  - Quick access to answers to questions without work disruption.
- **Written Documentation**
  - Specific step-by-step instructions to get Fleet Administrators and drivers up to speed.
- **Live Instructor-led Virtual Training**
  - Fleet Administrators can register for a live, virtual training class via a link within the WBT.
  - The class runs for approximately two hours and covers Fleet Administrator tasks within Fleet Commander® Online.
    - Create and maintain accounts, cards, vehicles, and drivers
    - Select, create, and tie cards, drivers, and vehicles
    - Cancel a card, replace damaged cards or reported lost and/or stolen cards
    - View transactions and transaction details
    - Search for cardholder accounts and transactions
    - Create and run management reports related to purchase alerts, real time activity, fuel economy, exceptions and inventory
    - Select and modify profiles, including setting authorization limits

OTHER INFORMATION

50. Please provide a minimum of three government/university references that would be of similar size and scope of this RFP.

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Renton, Washington 98056
(206) 477-0188 office
(206) 205-9928 fax
alison.yamasaki@kingcounty.gov

51. Please detail your implementation plan for Fleet Fuel card program.

As your current provider, U.S. Bank shares your desire to achieve significant cost savings through your fleet card program. U.S. Bank brings the distinct advantages of organizational knowledge, program momentum, and best practice solutions specific to the State of Nebraska. A change in providers would negate these advantages and create sizable costs to your organization in critical project areas.

In supporting a transition to a new provider, the State of Nebraska resources will be required to:

- Educate the new card provider on the State of Nebraska organization, structure, goals and fleet card policies
- Introduce the new provider to key personnel involved in the State of Nebraska fleet card program, such as site Fleet Administrators, key supplier contacts and corporate executives
- Communicate specific program requirements for each operating company within the State of Nebraska
- Review and learn the new provider's processes and technology, such as ordering cards, adjusting credit lines, risk assessment procedures, etc.
- Manage the transition from one card to another for each site's assigned cardholders, ensuring all drivers are thoroughly trained on the new program
- Replicate all electronic interfaces, processes, and custom reports

In the current business environment, where resources and budgets are tight, the motivation and rationale behind taking on a new fleet card provider must be carefully scrutinized. The State of Nebraska's U.S. Bank relationship management team provides the quality performance measures and systems to ensure service excellence and total customer satisfaction with our products and services. We look forward to building on our strong business partnership and helping the State of Nebraska to further develop your fleet program.

52. Can the bidder complete the implementation prior to March 31, 2017? This includes data conversion, State and University software updates, card distribution, user training, and any other requirements to make the fuel card system fully operational.

Yes__X__ No_____

53. Are the fleet fuel cards EMV - chipped?

Yes_____ No__X___

If not, when will they be chip enabled?

We anticipate our systems to be EMV enabled by October 2017. At this time we will issue chip cards per client request. Chip cards will default to magnetic stripe when not available at merchant locations.

54. Are the Fleet Fuel cards accepted throughout the State of Nebraska?

Yes__X__ No_____

Can the bidder provide online access to all fuel brand locations that accept their fuel card within the state of Nebraska and throughout the United States?

Yes__X__ No_____

How often is this updated?

The Voyager Acceptance Locator is a web-based tool that provides card users with detailed merchant and service information for all locations on the Voyager Network accepting the Voyager Fleet Card. In addition to pinpointing locations, the locator identifies the average fuel price in the search area as well as the lowest cost fuel providers.

This feature pinpoints the merchant's location, fuel prices and other information based on the user's search criteria. The tool generates an interactive map that offers driving directions and compares merchant locations to the average fuel price in the search area.

55. Is the bidder able to provide electronic access to the online system for Customer testing during all phases of the implementation process?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

56. The State or the University will not be responsible or liable for any transactions that occur on a card once it has been cancelled, do you agree?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation**.

57. Does the bidder have external fraud protection/program available?

Yes__X__ No_____

If yes, please explain.

U.S. Bank clients have the support of comprehensive fraud prevention and investigative services. Complete fraud life-cycle support includes:

- Account Monitoring and Notification
  - Continuous transaction trend analysis
  - Outbound calls to the State of Nebraska to verify activity
- Detection Strategies
  - Potential triggers include:
    - Two or more consecutive charges
    - Multiple purchases made within a short timeframe
    - Transactions over $200
    - Transactions coded super unleaded, miscellaneous, or food
  - Comprehensive reporting
  - Standard industry best practices
- Customized Risk Management
  - Account setup and maintenance policies
  - Appropriate card controls
  - Transactions restricted to fuel and maintenance locations
- Comprehensive Investigation
  - Complete online transaction history for each account and organization
  - Sales receipts
  - Onsite merchant cameras
  - Coordination with local, state and federal enforcement agencies

58. If a transaction on an invoice is disputed, can the dispute be submitted online?

Yes__X__ No_____

Please explain how to dispute a charge.

Fleet Administrators can initiate disputes either through Fleet Commander® Online or by calling U.S. Bank's Customer Service Center. Within Fleet Commander® Online, Fleet Administrators can dispute a charge by clicking on the invoice number on the Transaction Detail report and clicking "Dispute Transaction" on the following page. If the charge occurred more than 30 days earlier, the Fleet Administrator cannot dispute the charge online and will need to call the Customer Service Center.

Dispute Management

Once the Fleet Administrator files the dispute claim, a Customer Service Representative will confirm receipt of the claim. U.S. Bank will research the transaction and work to achieve timely, efficient resolution. Fleet managers can contact Customer Service to check the status of a disputed transaction.

Dispute Resolution

Dispute resolution follows these steps:

- The State of Nebraska initiates a dispute via Fleet Commander® Online or by calling the U.S. Bank Customer Service Center.
- A U.S. Bank Customer Service Representative researches the disputed transaction.
- If necessary, U.S. Bank orders a copy of the disputed transaction. Oil company vendors have up to 45 days to provide proof of transaction. If a vendor cannot provide proof of transaction, the vendor is subject to chargeback.
- U.S. Bank receives a copy of the disputed transaction and forwards it to the State of Nebraska within two business days of receipt to verify whether the charge is valid.
- If the transaction meets U.S. Bank's transaction reversal parameters, the amount will be charged back to the merchant.
- If the transaction contains incorrect product information or incorrect taxes, U.S. Bank will work with the merchant to resolve the dispute. This process depends on a response from the vendor. U.S. Bank will report any product code errors to the merchant within two business days of being notified of a product code error.

59. Does the bidder agree that this is a no cost contract?

Yes__X__ No_____

60. The State and University require that Fleet Fuel Card provider system to have redundancy systems in place to ensure continual uptime for all Fleet Fuel card related functions in the event, man-made or natural events take place. Does your system have redundant systems in place to ensure continual uptime?

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation.**

FORM A.3

STATE OF NEBRASKA REQUIREMENTS

1. **Can the bidder provide custom graphics on the card?**

   Yes__X__ No_____

   Please provide the cost associated with the card design.

   Customized cards are offered to clients with a minimum order of 10,000 cards. New card designs cost an estimated $3,500. This fee is broken down by design fee of $1,000 and printing fee of $2,500. It generally takes six weeks for card production from the start of custom design work to card delivery at the embossing center. Cards can be rushed and completed in three to four weeks for a 40% additional charge on the printing costs.

   In addition to the customized plastic option, logo cards are available to the State of Nebraska. We will add the State of Nebraska's logo to the top right portion of the card for a fee of $200. Logos are only available in black. It takes two to three weeks for logo card production.

2. **Will the bidder furnish all cards (new issue, replacement due to damage or loss) free, with no additional cost for custom embossing? The State will bear the cost for express shipping if express shipping is required by the State.**

   Yes__X__ No_____

3. **If needed, is the bidder willing to pay for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the Nebraska State Gas System, the Department of Roads GASBOY Islander and Transportation Services Bureaus CFNII automated fuel systems, NDORs 91 Data 2-U units, and Lucity Asset Management Systems?**

   Yes__X__ No_____

   Please see attached **Exhibit D** for **Technical Approach Explanation.**

4. **Can the shop cards or foreman cards, be used as a trigger to upload Data 2-U information?**

   Yes__X__ No_____

5. **Can the bidder restrict ordering new or replacement cards to the Fuel and Credit Card Systems Manager and department staff at the Nebraska Department of Roads?**

   Yes__X__ No_____

6. **Since the State currently have different expiration dates, will the bidder agree to stage the deployment of new cards?**

   Yes__X__ No_____

   Please see attached **Exhibit D** for **Technical Approach Explanation.**

If not, what recommendations do you have to deploy new cards?

Not applicable.

7. **Can the bidder provide the invoice electronically to the State?**

Yes__X__ No_____

Please see attached **Exhibit D** for **Technical Approach Explanation**.

FORM A.4

UNIVERSITY OF NEBRASKA REQUIREMENTS

1. **Will the bidder furnish all cards using standard plastic (new issue, replacement due to damage or loss) free, with no additional cost using standard shipping? The University will bear the cost for express shipping if express shipping is required by the University.**

   Yes__X__ No_____

   Please see attached **Exhibit D** for **Technical Approach Explanation**.

2. **Please indicate if your card is accepted in Canada.**

   Yes_____ No__X__

   Please see attached **Exhibit D** for **Technical Approach Explanation**.

   If yes, how is the currency and liter to gallon conversion detailed on your billing invoice.

   Not applicable.

3. **Please indicate if your card is accepted in Puerto Rico.**

   Yes__X__ No_____

   If yes, how is the currency and liter to gallon conversion detailed on your billing invoice.

   The transactions are from Total PR, (they issue the cards on behalf of Voyager and send an invoice file daily) and the transactions are transmitted to Voyager in Dollars and Gallons.

4. **If needed, is the bidder willing to pay for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the University GASBOY CFNII automated fuel system and FASTER FMS?**

   Yes__X__ No_____

   Please see attached **Exhibit D** for **Technical Approach Explanation**.

5. **Can the bidder restrict ordering new or replacement cards to the University Transportation Director and the Transportation services administrative staff?**

   Yes__X__ No_____

6. **Is the bidder willing to provide the University with one expiration date on all cards?**

   Yes__X__ No_____

   Please see attached **Exhibit D** for **Technical Approach Explanation**.

7. **If the University needs to reissue a card, can the expiration date remain unchanged, keeping all University cards expiration dates constant?**

Yes__X__ No_____

8. **Can the bidder provide the invoice electronically to the University?**

Yes__X__ No_____

9. **Can the bidder provide the transaction detail in batch format for uploading to the University FMS on a weekly basis, along with the transaction invoice?**

Yes__X__ No_____

Form A

Bidder Contact Sheet

Request for Proposal Number NST062416Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	U.S. Bank
Bidder Address:	901 Marquette Ave S. Ste. 1700 Minneapolis, MN 55402
Contact Person & Title:	Mark Hess, Relationship Manager
E-mail Address:	Mark.hess1@usbank.com
Telephone Number (Office):	612-436-6544
Telephone Number (Cellular):	612-964-8162
Fax Number:	612-436-6190

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	U.S. Bank
Bidder Address:	901 Marquette Ave S. Ste. 1700 Minneapolis, MN 55402
Contact Person & Title:	Mark Hess, Relationship Manager
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Fax Number:	612-436-6190

U.S. BANK
FLEET CARD PROGRAM AGREEMENT

This U.S. Bank Fleet Card Agreement (the "**Fleet Card Agreement**") is entered into by U.S. Bank National Association ("**U.S. Bank**") and the entity executing this Fleet Card Agreement as "**Customer.**" This Fleet Card Agreement will become effective upon execution by U.S. Bank ("**Effective Date**"). This Fleet Card Agreement supersedes previous like and similar agreements with Customer.

I. **Definitions.**
   A. "**Account**" means any account established by U.S. Bank pursuant to this Fleet Card Agreement in the name of Customer, its Affiliates, Participants, or Cardholders, to which Charges are posted, regardless of whether or not a physical card is issued in conjunction with such account.
   B. "**Affiliate**" means, in respect of any Person, a Person that directly or indirectly controls, is controlled by, or is under common control with the Person specified.
   C. "**Average Daily Balance**" or "**ADB**" means the result of the calculation made pursuant to Schedule 1, Section II.B.
   D. "**Billing Cycle**" means the time period from the date from when a Statement is generated until the date the next Statement is generated.
   E. "**Cardholder**" means an individual employee of Customer or its Participants, named as the holder of the Account or using the Account in the name of Customer or its Participants, whether or not a physical card is issued in connection with the Account.
   F. "**Charge**" means any transaction that has a debit value, including without limitation, purchases, fees and Finance Charges.
   G. "**Due Date**" means the date shown on the Statement as the date by which payment for the New Balance is due.
   H. "**Fleet Card**" means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Fleet Card Agreement in the name of Customer, its Participants, or Cardholders.
   I. "**Fleet Card Program**" means U.S. Bank's transaction processing, reporting, and payment system for purchases of motor fuels and other fleet related products and services.
   J. "**Finance Charge**" means the result of the calculation made pursuant to Schedule 1, Section II.
   K. "**New Balance**" means the amount shown on a Statement for Charges and payments posted to Accounts during the Billing Cycle for that Statement.
   L. "**Participant**" means any wholly owned subsidiary, division or affiliate of Customer that Customer designates and U.S. Bank approves for participation in the Fleet Card Program.
   M. "**Person**" means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
   N. "**Statement**" means the periodic listing of all Charges and payments posted to an Account.

II. **Scope of Fleet Card and Account Program and Products.**
   A. **Fleet Card and Account Program.** Pursuant to the Fleet Card Program, U.S. Bank issues Fleet Cards and Accounts for fleet vehicle operations for Customer and Customer's Participants. Upon issuance of Fleet Cards to Customer or its Participants, Customer shall select a personal identification number, a driver identification number, and a vehicle identification number pursuant to the Fleet Card Program. Unless U.S. Bank notifies Customer to the contrary, or a Fleet Card has been terminated as provided herein, all Fleet Cards expire upon the expiration or termination of this Fleet Card Agreement.

III. **Sole Provider.** U.S. Bank is the sole provider to Customer of Fleet Cards and services pertaining to the Fleet Card Program.

IV. **Liability.**
   A. Except as expressly provided to the contrary herein, Customer is liable for all Charges incurred or arising by virtue of the use of a Fleet Card or Account.
   B. Customer shall immediately, upon receipt of such information, notify U.S. Bank of any of the following events and shall provide U.S. Bank with sufficient information for U.S. Bank to act on such notifications:
      1. Termination of employment of any Cardholder or Participant;
      2. Any lost or stolen Fleet Card;
      3. Any compromised Account; or
      4. Any compromised information regarding Fleet Cards, Accounts, or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.
      5. Failure of Customer to provide timely notification may result in the liability of Customer to pay for transactions on such Fleet Cards or Accounts.
      6. Customer is not liable for use of Fleet Cards or Accounts following receipt by U.S. Bank of the notice required herein. Customer shall assist U.S. Bank in determining the facts, circumstances and other pertinent information related to any loss or possible unauthorized use of Fleet Cards, Accounts or Account information, and to comply with such procedures as may be required by U.S. Bank in connection with the investigation. Notification can be made by telephone to 800-987-6591, in writing to U.S. Bank at PO Box 13050 Overland Park, KS 66282-3050 or by facsimile at 800-987-6592.

C. Customer shall use fraud controls provided by U.S. Bank and acknowledges that such use is required in order to exercise any recovery from U.S. Bank. At minimum, Customer shall: (1) ensure that Account information and Fleet Cards are safeguarded and kept separate and apart from one another, and (2) have daily transaction and spending limits in place on Fleet Cards and Accounts based on the spending needs of their drivers. U.S. Bank will only be liable for losses due to fraud if Customer demonstrates that both such fraud controls were in effect and actively used. U.S. Bank shall not in any event be liable for any employee or Cardholder misuse of a Fleet Card or Account.

V. Billing and Payment.

A. Billing Cycles. At the conclusion of each Billing Cycle U.S. Bank will send to Customer a Statement for that same Billing Cycle. Billing Cycles available to Customer are set forth herein and subject to Customer's selection in Section XV of this Fleet Card Agreement and U.S. Bank's approval. Customer shall pay the New Balance by the Due Date shown on the Statement. Customer agrees to Automated Clearing House ("**ACH**") payments as set forth herein and shall complete any necessary forms required by U.S. Bank for such payments.

1. **Weekly Billing Cycle**. A Weekly Billing Cycle means a seven day period in which Charges, payments, and other amounts are posted to Accounts. A Weekly Billing Cycle has 52 cycles each calendar year. On the same day of the week, each week, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle. Customer shall maintain sufficient funds in its business bank account to satisfy the New Balance. Customer shall authorize U.S. Bank to draw funds via an ACH payment to pay the New Balance and any unpaid previous balance, from its business bank account.
2. **Biweekly Billing Cycle**. A Biweekly Billing Cycle means a two week period in which Charges, payments, and other amounts are posted to Accounts. A Biweekly Billing Cycle has 26 cycles each calendar year. On the same day of the week, every other week, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date.
3. **Semimonthly Billing Cycle**. A Semimonthly Billing Cycle means a period in which Charges, payments and amounts are posted to Accounts starting on either the first or 15thday of each month and ending on either the 15th or the last day of the that same month, respectively. A Semimonthly Billing Cycle has 24 cycles each calendar year. On either the first or 15th day of each month or the 15th and last day of each month, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date.
4. **Monthly Billing Cycle**. A Monthly Billing Cycle means a one month period in which Charges, payments, and other amounts are posted to Accounts. A Monthly Billing Cycle has 12 cycles each calendar year. On the same day of the month, each month, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date.

B. **Disputed Billing**. Customer shall communicate disputes regarding Charges or billings hereunder by telephone to U.S. Bank 1-800-987-6591. Written notice is not required but may be submitted to U.S. Bank by email to the following address: voyagercommercial@usbank.com OR voyagerstate@usbank.com. Whether by telephone or in writing, communications should include the following information for Customer and, if applicable, the Participant: name(s) and Account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by U.S. Bank within 60 days after the date on the Statement on which the disputed or incorrect charge first appeared. Disputed billings include failure to receive goods or services charged, fraud, forgery, altered Charges and Charges incurred by telephone order where Customer questions the authenticity of the Charge.

C. **Delinquency**. An Account will become delinquent unless U.S. Bank receives the amount shown on the Statement as New Balance, less any disputed amounts, on or before the next Due Date. Any unpaid portion of the New Balance will be shown on subsequent Statements as the previous balance. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.

D. **Finance Charges**. If Customer has not paid its New Balance in full on or before the Due Date, or for Weekly Billing Cycles, if Customer does not have a sufficient balance in its designated business bank account for U.S. Bank to draw funds by ACH to satisfy the New Balance, a Finance Charge will be charged to Customer pursuant to Schedule 1 of this Fleet Card Agreement.

VI. Term, Termination, and Suspension.

A. This Fleet Card Agreement will remain in full force and effect for an initial term of five years from the Effective Date of this Fleet Card Agreement ("**Agreement Term**"), and will continue thereafter until terminated by either Customer or U.S. Bank upon 90 days prior written notice to the other Party. The terminating party shall include the effective date of termination in the written notice of termination. All Fleet Cards and related accounts are canceled effective upon termination of this Fleet Card Agreement.

B. Either Party may terminate this Fleet Card Agreement immediately, by written notice of such termination to the other Party, upon any one or more of the following events:

1. Dissolution or liquidation of the other Party;
2. Insolvency of the other Party, the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the other Party enters into an arrangement with its creditors;
3. Any material and adverse change in the financial condition of the other Party; or
4. Any failure to perform a material obligation of this Fleet Card Agreement.

C. Upon termination of this Fleet Card Agreement, Customer shall destroy all Fleet Cards. Customer is liable for all purchases, fees, Finance Charges and other Charges incurred or arising by virtue of the use of a Fleet Card prior to the termination date.

D. U.S. Bank may terminate this Agreement immediately upon notice to Customer of one or more of the following events:
   1. Customer's failure to comply with Section XIII.B of this Fleet Card Agreement; or
   2. U.S. Bank's reasonable determination that provision of services under this Fleet Card Agreement, in U.S. Bank's sole discretion, is counter to any new or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation or any enforcement of new or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.

E. U.S. Bank may terminate this Fleet Card Agreement immediately upon written notice to Customer if there has been no activity on Accounts within six months of the Effective Date of this Fleet Card Agreement or for any six month period after the Effective Date of the Fleet Card Agreement.

F. U.S. Bank may suspend services and obligations under this Fleet Card Agreement to Customer in the event that: (i) Customer has breached any term of this Fleet Card Agreement; (ii) the amount due from Customer, as the result of Charges, purchases, Finance Charges and other such charges, in the aggregate, exceeds the credit limit established pursuant to Section XI; or (iii) any portion of the New Balance shown on a Statement is not received by U.S. Bank within 90 days after the Due Date on the same Statement.

G. The obligation of Customer to make payments as herein set forth continues until fully performed. Any rights and remedies Customer or U.S. Bank may have with respect to each other arising out of either Party's performance of services or obligations hereunder survive the expiration or termination of this Fleet Card Agreement.

VII. Confidentiality.

A. The Fleet Card Program is a unique service involving proprietary information of U.S. Bank. Customer shall circulate reports, manuals, documentation and related materials only to persons on a need-to-know basis and only to the extent necessary. Customer and Participants shall safeguard such proprietary information and not release such information to any person or party not essential to participation in the Fleet Card Program.

B. U.S. Bank will maintain all data relative to Customer's account(s) under the Fleet Card Program as confidential information and will exercise the same standard of care and security to protect such information as U.S. Bank uses to protect its own confidential information. U.S. Bank shall use such data exclusively for the provision of services to Customer and Participants and shall release such information only to the extent necessary to provider the Fleet Card Program to Customer. U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Customer or Participants.

VIII. Indemnification.

A. **Indemnification. Each party (acting as "Indemnitor") will defend, indemnify and hold harmless the other party and its Affiliates and Participants, and the employees, officers, and directors of the other party and its Affiliates and Participants (each an "Indemnified Party") against all reasonable attorney's fees, costs, and expenses of the Indemnified Party and all liability and damages of the Indemnified Party (collectively, "Third Party Claims"), arising in connection with: (1) the negligent acts, omissions, or willful misconduct of the Indemnitor; (ii) the breach by the Indemnitor of any obligations or warranties under this Fleet Card Agreement; (iii) the violation of any applicable law, statute or regulation; (iv) the violation of any third-party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of this Fleet Card Agreement; including failure to obtain necessary intellectual property licenses; or (v) any death, bodily injury or property damage caused or incurred by the Indemnitor's personnel in the course of performing any services under this Fleet Card Agreement or while upon the premises of the Indemnified Party or any of its Affiliates or Participants.**

B. **Indemnification Procedure. If a Third Party Claim is commenced with respect to which the Indemnified Party is entitled to indemnification under this section, the Indemnified Party will provide notice thereof to the Indemnitor. The Indemnitor may, if it so elects in a notice promptly delivered to the Indemnified Party, to immediately take control of the defense, settlement, and investigation of any Third Party Claim and to employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnitor's sole cost. The Indemnified Party shall cooperate in all reasonable respects, at the Indemnitor's cost and request, in the investigation, trial and defense of such Third Party Claim and any appeal arising therefrom. The Indemnitor shall not consent to the entry of any judgment or enter into any settlement with respect to a Third Party Claim without the Indemnified Party's prior written consent. The Indemnified Party may also, at its own cost, participate through its attorneys or otherwise in such investigation, trial and defense of any Third Party Claim and related appeals. If the Indemnitor does not assume full control over the defense of a Third Party Claim as provided in this section, the Indemnified Party may defend the Third Party Claim in such manner as it may deem appropriate, at the reasonable cost and expense of the Indemnitor.**

C. **Neither Customer nor U.S. Bank is liable to the other for any consequential, special, indirect, or punitive damages of any nature under this Fleet Card Agreement.**

IX. Warranties.

A. The Parties agree that the failure of any of the below representations and warranties to be true during the term of this Fleet Card Agreement constitutes a material breach of this Fleet Card Agreement and the non-breaching Party has the right, upon notice to the other Party, to immediately terminate this Fleet Card Agreement and all amounts outstanding hereunder will be immediately due and payable.

B. Customer warrants that:
   (i) The financial information and all other information provided to U.S. Bank by Customer or its officers, employees, agents, successors and assigns is true, complete and accurate;
   (ii) This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of Customer;
   (iii) The transaction contemplated by this Fleet Card Agreement is within the scope of the normal course of business and does not require further authorization for Customer to be duly bound by this Fleet Card Agreement;
   (iv) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within Customer's powers; have been authorized by all necessary action; and do not constitute a breach of any agreement of Customer with any party;
   (v) Customer complies with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Fleet Card or participation in the Fleet Card Program;
   (vi) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and
   (vii) Customer possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

C. U.S. Bank warrants that:
   (i) This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of U.S. Bank;
   (ii) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within U.S. Bank's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any agreement of U.S. Bank with any party;
   (iii) U.S. Bank complies with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the Fleet Card Program;
   (iv) The execution of this Fleet Card Agreement and the performance of U.S. Bank's obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and
   (v) U.S. Bank possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

X. **Financial Information.**

A. This Agreement is for the extension of credit with a financial institution and not a vendor services agreement. Accordingly, Customer and, upon request by U.S. Bank, any Participant shall provide information requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp or any of its subsidiaries, Customer and any requested Participant shall provide audited financial statements prepared by Customer's or Participant's respective independent certified public accountant as soon as available and in any event not later than 120 days after the end of each fiscal year of Customer or Participant, respectively. If U.S. Bank requires additional information to conduct its review, Customer and any requested Participant shall provide U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Customer as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

B. **Accurate Information.** Customer must promptly notify U.S. Bank in writing of any material change to any information provided to U.S. Bank at any time in contemplation or in furtherance of this Fleet Card Agreement, including, without limitation the Customer's primary business, legal organization (e.g., partnership, corporation, etc.), change in control or sale of affiliates, subsidiaries, or other entities participating under this Fleet Card Agreement.

XI. **Credit Accounts.** Upon U.S. Bank approval, U.S. Bank will establish credit limits and related controls necessary for the Customer Account. At its sole discretion, U.S. Bank may revise any credit limits or controls associated with this Program and will provide notice to Customer of any decrease in a Program credit limit that results in an amount lower than the current amount outstanding on the Account. Within ten days of such notice, Customer shall make a payment to U.S. Bank sufficient to reduce the amount outstanding to an amount that is equal to or less than the revised credit limit.

XII. **Notices.** Except with respect to notices relating to the status of individual Fleet Cards which may be established in writing between U.S. Bank and Customer or a Participant, all notices, requests and other communication provided for hereunder must be directed to U.S. Bank at **U.S. Bank National Association, 901 Marquette Avenue, EP-MN-A17S, Minneapolis, MN 55402, Attn: CPS Contract Services** and to Customer at and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered or delivered by telecopy. Either Party may change its address by written notice to the other.

XIII. **Miscellaneous.**

A. **Complete Agreement; Amendments.** This Fleet Card Agreement constitutes the complete understanding between the Parties with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. No failure on the part of either Party to exercise, and no delay in exercising any right under this Fleet Card Agreement may operate as a waiver thereof, nor may any single or partial exercise of any right under this Fleet Card Agreement preclude any other or further exercise thereof or the exercise of any other right. This Fleet Card Agreement may not be altered, modified or amended, and no provision contained in it may be waived, except in writing and signed by authorized representatives of both Customer and U.S. Bank, with specific reference to this Fleet Card Agreement.

B. **Compliance with Applicable Statues and Regulations.** The Parties shall maintain compliance with all statutes and regulations applicable to the products and services contemplated under this Fleet Card Agreement, including but not limited to the following:

1. **USA PATRIOT Act.** IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation,

partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require the Customer, its Affiliates, Participants, and Cardholders to provide their legal names, physical street addresses, taxpayer identification numbers, dates of birth and other information that will allow U.S. Bank to identify Customer, its Affiliates, Participants, and Cardholders prior to establishing accounts under, or in connection with, this Fleet Card Agreement. U.S. Bank reserves the right to require that Customer, its Affiliates, Participants, and Cardholders promptly provide, to U.S. Bank, sufficient identification documentation upon request and in connection with USA PATRIOT Act compliance.

2. **U.S. Economic Sanctions.** Prior to establishing accounts under, or in connection with this Fleet Card Agreement, U.S. Bank may require identifiable information on Customer, its Affiliates, Participants and Cardholders to allow U.S. Bank to remain in compliance with U.S. Economic Sanctions. Customer agrees to promptly provide any such information to U.S. Bank.

C. **Employment of Agents**. U.S. Bank may, in its sole discretion, employ agents to perform part or all of its obligations under this Fleet Card Agreement at any time without the consent of Customer.

D. **Force Majeure.**

1. Except for any duty arising under this Agreement to make payments, neither party is responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party suffering the force majeure event shall:
   a. implement its applicable disaster recovery plan to the extent appropriate, and practicable;
   b. give the other party prompt notice of the occurrence of a force majeure event;
   c. use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and
   d. provide periodic updates to the other party regarding its efforts to re-commence performance until performance has re-commenced in accordance with this Agreement.
2. Either party may terminate this Agreement upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations as a direct result of a force majeure event for more than 30 consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.

E. **Governing Law and Venue**. The laws of the state of Minnesota and applicable federal laws and regulations of the United States apply to any dispute arising out of this Fleet Card Agreement, its subject matter, or its formation, including any non-contractual disputes. The laws of the state of Minnesota and applicable federal laws and regulations of the United States shall govern software services provided to Customer pursuant to this Fleet Card Agreement. Any dispute or claim arising out of this Fleet Card Agreement, its subject matter, or its formation, including any non-contractual disputes, shall be brought before a state or federal court located in the city of Minneapolis, Minnesota, and will be exclusively governed by and construed in accordance with the laws of the state of Minnesota.

F. **Headings.** The headings of the sections of this Fleet Card Agreement are intended for the convenience of the Parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

G. **Registered Trademarks**. Customer and U.S. Bank each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other Party. Customer and U.S. Bank shall not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other Party without first receiving the other party's written consent.

H. **Severability.** If any provision of this Fleet Card Agreement is declared invalid for any reason, this decision does not affect the validity of any other provisions, which remain in force and effect as if this Fleet Card Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Fleet Card Agreement and the intent of the Parties.

I. **Successors and Assigns.** This Fleet Card Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. This Fleet Card Agreement may not be assigned by Customer without the prior written approval of U.S. Bank or its designate, which will not unreasonably be withheld or delayed.

J. **Waiver of Jury Trial.** U.S. Bank and Customer hereby waive all rights to trial by jury in any proceeding relating to this Fleet Card Agreement.

XIV. **Schedules.** The Following Schedules are attached hereto and incorporated into the Fleet Card Agreement:

A. **Schedule 1 – Fleet Card & Account Program Fees.**
B. **Schedule 2 – Revenue Sharing Opportunity.**

XV. **Billing Cycle Selection.** Customer selects the following Billing Cycle pursuant to the terms and conditions set forth in Section V herein. (Select only one option below.)

☐ Weekly Billing Cycle ☐ Biweekly Billing Cycle ☐ Semimonthly Billing Cycle ☐ Monthly Billing Cycle

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XVI. AUTHORIZATION AND EXECUTION. Customer certifies to U.S. Bank that the person executing this Fleet Card Agreement (1) is authorized by Customer in accordance with its organization rules and applicable law to bind Customer to this Fleet Card Agreement, (2) has the authority to incur debt in the name of Customer, (3) is an officer of Customer, and (4) is acting in his or her capacity as an agent of Customer.

The signer represents and warrants that (1) he or she is duly authorized by an applicable Bylaw, Article or other corporate authority to enter into all transactions contemplated by this Fleet Card Agreement, and (2) the signatures appearing on all supporting documents of authority are authentic.

In witness whereof, the parties hereto have executed this Fleet Card Agreement by their authorized representatives.

Dated this ______ day of ________________, 20____	Dated this ______ day of ________________, 20___
By Customer:	**By U.S. Bank:**
________________________________	U.S. Bank National Association
(Company Name)	(Company Name)
________________________________	________________________________
(Signature of Authorized Signer)	(Signature of Authorized Signer)
________________________________	Michael C. Leppones
(Printed Name of Authorized Signer)	(Printed Name of Authorized Signer)
________________________________	Vice President
(Printed Title of Authorized Signer)	(Printed Title of Authorized Signer)

CONFIDENTIAL

U.S. BANK
FLEET CARD PROGRAM AGREEMENT

Schedule 1
Fleet Card & Account Program Fees

I. Fleet Card Fees

A. **Fees.** The fees and Charges listed below apply to this Fleet Card Agreement. Failure of U.S. Bank to apply any Fee or Charge outlined in this Fleet Card Agreement at any time does not preclude U.S. Bank from ever applying such Fee or Charge. U.S. Bank reserves the right to change fees upon 30 days prior notice to Customer.

B. **Fleet Card Fees.** The following fees are billed monthly with the first billing of the month:

1. Number of Cards	
a. 1 – 25	$ 2.00 per Card or Account
b. 26 – 100	$ 1.75 per Card or Account
c. 101 – 200	$ 1.50 per Card or Account
2. Returned Check Fee	$ 20.00
3. Foreign Transaction Fee	2.0%

C. **Standard Included Reporting.**

1. Invoice (includes: statement, payments, adjustments, and taxes)
2. Invoice Report
3. Driver Report
4. Vehicle Report
5. Exception Report
6. Service Station Activity Report
7. Product Purchase Summary
8. Expense Summery by Business Unit

II. Finance Charges.

A. **Calculation.** U.S. Bank will calculate the Finance Charge by (1) determining Customer's Average Daily Balance ("**ADB**"), (2) multiplying the Average Daily Balance by the "**Annual Percentage Rate**" for Customer's state of mailing address as shown in Section XII, and (3) dividing by the number of Billing Cycles in one (1) year to arrive at the "**Finance Charge.**"

1. **Average Daily Balance Calculation.** U.S. Bank will (1) take the beginning balance on Customer's Account each day, (2) add debits and any new Charges (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), and (3) subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "**Daily Balance.**" U.S. Bank will then add all the Daily Balances for the Billing Cycle and divide by the total number of days in the Billing Cycle. The result will be the Average Daily Balance.
2. **Minimum Finance Charges.** If a minimum Finance Charge is required by the state in which Customer has its mailing address, minimum Finance Charges will be billed as follows:
   i. **Weekly Billing Cycle.** The minimum Finance Charge for any Account on a Weekly Billing Cycle will be $0.10.
   ii. **Biweekly Billing Cycle.** The minimum Finance Charge for any Account on a Biweekly Billing Cycle will be $0.15.
   iii. **Semimonthly Billing Cycle.** The minimum Finance Charge for any Account on a Semimonthly Billing Cycle will be $0.25.
   iv. **Monthly Billing Cycle.** The minimum Finance Charge for any Account on a Monthly Billing Cycle will be $0.50.

State of Mailing Address	ADB	Periodic (monthly) Rate	Annual Percentage Rate

U.S. BANK NATIONAL ASSOCIATION
FLEET CARD & ACCOUNT PROGRAM AGREEMENT

Schedule 2
Revenue Sharing Opportunity

Fleet Card Revenue Sharing Opportunity. U.S. Bank offers Customer the following Fleet Card Revenue Sharing Opportunity.

I. **Definitions.**
   A. "**Account**" means any account number to which charges and payments may be posted.
   B. "**Agreement Year or Addendum Year**" means a twelve (12) month period beginning with the first such period following the Effective Date of the Fleet Card Agreement OR Addendum.
   C. "**Average Transaction Size**" means the Net Annual Charge Volume divided by the difference between the number of purchase transactions and the number of discount interchange rate program transactions during each Agreement OR Addendum Year. A purchase transaction is a debit point of sale purchase transaction.
   D. "**Charge-off**" means any amount due and owing to U.S. Bank or its Affiliates by Customer or Customer's Cardholders, including but not limited to uncollectible amounts or amounts due from cardholder bankruptcies.
   E. "**File Turn Days**" means the number of days from the date U.S. Bank funds a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
   F. "**File Turn Days Payment Performance**" means the average speed of repayment of charges made for each Agreement OR Addendum Year.
   G. "**Fraudulent Charges**" means those charges which are not initiated, authorized or otherwise requested by Customer, its Participants, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer and/or its Participants.
   H. "**Net Annual Charge Volume**" means all charges set forth on the Statements furnished for all Accounts, less fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, charges qualifying for discount interchange rate programs and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement OR Addendum Year.
   I. "**Revenue Share**" the combination of the Performance Rebate and Volume Rebate.
   J. "**Total Rebate Percentage**" means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.

II. **Conditions.** The following conditions apply to all Revenue Share opportunities:
   A. **Timing.** The first Revenue Share payment, if any, shall be made within 90 days after the end of the first Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each 12 month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.
   B. **Adjustments.** Any Revenue Share payment made pursuant to the Fleet Card Agreement will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated. In the event that the total amount of any Revenue Share payments pursuant to this Schedule B net of Charge-offs would be less than $100.00 U.S. Dollars no Revenue Share payment will be made to Customer for that Agreement Year, nor will the amount less than $100.00 be carried forward for payment in future Agreement Years.
   C. **Penalties.**
      1. In the event that the Fleet Card Agreement is terminated prior to the completion of the Agreement Term or prior to the completion of any Agreement Year after the completion of the Agreement Term by Customer without cause, or by U.S. Bank with cause in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Customer for the Agreement Year in which the termination occurred.
      2. In the event that the sole provider provision of this Fleet Card Agreement is violated, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Customer for the Agreement Year in which the violation occurred.
   D. **Confidentiality.** Customer expressly agrees that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank prior written consent, which may be exercised at its sole option.
   E. **Required Documents.** Customer shall provide U.S. Bank with a properly completed W-9 so that U.S. Bank may make Revenue Share payments, if any are due, to Customer. U.S. Bank will not make Revenue Share payments without Customer's completed W-9 form on file.

III. **Minimum Requirements.**
   A. An Agreement or Addendum Year has been completed and the Fleet Card Agreement was in effect through the end of the Agreement or Addendum Year;
   B. The File Turn Days Payment Performance for all Account Statements is equal to or less than ****;
   C. The Net Annual Charge Volume is equal to or greater than ****;
   D. The Average Transaction Size is equal to or greater than ****.

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IV. **Revenue Share Calculation.**

A. U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement OR Addendum Year to find the Performance Rebate Percentage on Table A for the Performance Rebate as stated in Section V herein.

B. U.S. Bank will calculate the Net Annual Charge Volume and the Average Transaction Size for the same Agreement OR Addendum Year to find the Volume Rebate Percentage on Table B for the Volume Rebate as stated in Section VI herein.

C. Next, U.S. Bank will add the Performance Rebate Percentage to the Volume Rebate Percentage to arrive at the Total Rebate Percentage.

D. Next, U.S. Bank will multiply the Total Rebate Percentage by the Net Annual Charge Volume for that same Agreement OR Addendum Year. The result will be the gross Revenue Share.

E. U.S. Bank will subtract any Charge-offs and/or Incentive Payment Penalties that have not been subtracted at any time during any of the past Agreement OR Addendum Year(s) from the gross Revenue Share. The result will be the net Revenue Share.

F. Any Charge-offs and/or Incentive Payment Penalties in excess of the net Revenue Share from one (1) Agreement OR Addendum Year will be subtracted from one (1) or more of the following Agreement OR Addendum Years.

G. Upon termination of the Fleet Card Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs and/or Incentive Payment Penalties, U.S. Bank may request, and Customer agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Customer.

V. **Performance Rebate.** U.S. Bank shall pay to Customer a portion of its Net Annual Charge Volume through a rebate (**"Performance Rebate"**). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement OR Addendum Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

Table A			
File Turn Days Payment Performance	**Performance Rebate Percentage**	**File Turn Days Payment Performance**	**Performance Rebate Percentage**
29		14	
28		13	
27		12	
26		11	
25		10	
24		9	
23		8	
22		7	
21		6	
20		5	
19		4	
18		3	
17		2	
16		1	
15		0	

VI. **Volume Rebate.** U.S. Bank shall pay to Customer a portion of its Net Annual Charge Volume through a rebate (**"Volume Rebate"**). The Volume Rebate will be based on the Net Annual Charge Volume and the Average Transaction Size. The Volume Rebate calculation will be made in accordance with Table B, below.

Table B			
Net Annual Charge Volume	**Average Transaction Size**		
	Volume Rebate Percentage		

Vendor Number: To be completed by U.S. Bank

Section 1: W-9 information

U.S. Bank requires your taxpayer identification number (TIN) and filing information for all payments that we process. If required, we also use this information to report to the IRS any income paid to you. Please complete Section 1 in its entirety. A Legal Structure type *must* be selected. If exemptions from backup withholding (exempt payee codes) or FATCA reporting (FATCA reporting codes) apply to you, please ensure that the exemption code is entered. The FATCA reporting code is only for payments outside the U.S.

Exempt payee codes:	Exemption from FATCA reporting code:
1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2) 2 – The United States or any of its agencies or instrumentalities 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities 4 – A foreign government or any of its political subdivisions, agencies or instrumentalities 5 – A corporation 6 – A dealer in securities or commodities required to register in the United States, District of Columbia, or a possession of the United States 7 – A futures in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States 8 – A real estate investment trust 9 – An entity registered at all times during the tax year under the investment Company Act of 1940 10 – A common trust operated by a bank under section 584(a) 11 – A financial institution 12 – A middleman known in the investment community as a nominee or custodian 13 – A trust exempt from tax under section 664 or described in section 4947	A – An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37) B – The United States or any of its agencies or instrumentalities C – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities D – A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i) E – A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i) F – A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state G – A real estate investment trust H – A regulated investment company as defined in section 851 or an entity registered at all times during the ta year under the Investment Company Act of 1940 I – A common trust fund as defined in section 584(a) J – A bank as defined in section 581 K – A broker L – A trust exempt from tax under section 664 or described in section 4947(a)(1) M – A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2: Automated Clearing House (ACH)

ACH is U.S. Bank's preferred payment method. Signing up for ACH eliminates postal delays and allows U.S. Bank to pay you (vendor) through an automated electronic deposit into your preferred checking account. Funds are credited within 1-2 business days of the payment date for U.S. Bank account holders and 3-5 business days for non-U.S. Bank account holders. A remittance advice detailing the invoice number(s), date and dollar amount will be sent to you via e-mail if an e-mail address is provided or by mail when the payment has been sent electronically to your account. *Please acquire your routing number and account number from a check (not from a deposit slip).*

Section 3: MWBEs & DVBEs

Minority and Women Owned Business Enterprises (MWBEs) - U. S. Bank is committed to building relationships with certified MWBEs, defined as companies that are at least 51 percent owned, controlled and managed by one or more of the following categories - African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Woman. Please include a copy of certification. *Disabled Veteran Businesses (DVBE)* - The law defines a disabled veteran as a United States military, naval or air service veteran with a service related disability of at least 10 percent. Please include a copy of certification.

Foreign and Sole Proprietor

If you are a sole proprietor, please complete and submit a W-9 form or Form 8233 from the IRS. For all other legal structures for foreign vendors, please complete a W-8BEN form or W-8ECI form

Submission

U.S. Bank will not process payments without a properly completed W-9 form on file. Send the signed and completed W-9 form to U.S. Bank with your completed contracts or other legal document (rebate addenda, etc.).

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Return completed form to U.S. Bank with completed contracts or other legal documents (rebate addenda, etc.)

Section I: W-9

Vendor Number:(to be completed by U.S. Bank)
Must be completed and returned for payments to be processed.

Legal Name

Trade Name

Address | City | State | ZIP

Phone | Fax | Federal Taxpayer Identification Number (TIN)*

TIN Type (Check one)
☐ Social Security Number ☐ Employer Identification Number
***MUST** match the person/entity listed above

Legal Structure
☐ Sole Proprietorship
☐ Corporation
☐ Partnership
☐ Tax Exempt Organization
☐ Government Agency
☐ Other, please specify _____

If LLC, please select one of the following:
☐ LLC C Corporation
☐ LLC Partnership
☐ LLC Sole Proprietor ship (Legal Name/SSN Required)
Legal Name_______________________
SSN_______________________

Exemptions:
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Section 2: Automated Clearing House *(Direct Deposit)* U.S. Bank's preferred payment method.

☐Authorization Agreement for Automatic Deposits (ACH Credits)

I (We) hereby authorize U.S. Bank, on behalf of any affiliate for which it processes payments, hereinafter called COMPANY, to initiate credit entries to my (our) account indicated below and the depository/financial institution named below, hereinafter called BANK, to credit the same to such account.

E-mail address1 (to receive electronic remittance advices)

cps.rebates@usbank.com
E-mail address2

Checking Account Information (Please attach a voided check or copy of a check with MICR coding)

Routing/ABA Number | *Account Number* | *Bank Name* | *Branch*

City | *State* | *ZIP* | *Phone*

This authority is to remain in full force and effect until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonably opportunity to act on it.

Section 3: MWBE & DVBE

Is your company certified as a minority/ woman owned business?
☐ No ☐Yes (if yes, a copy of your minority/woman owned certification MUST BE INCLUDED)
MWBE Business Status (check all that apply):
☐ African American
☐ Hispanic American
☐ Asian Pacific American
☐ Asian Indian American
☐ Native American
☐ Woman

Is your company certified as a Disabled Veteran Business Enterprise?
☐ No ☐Yes (if yes, a copy of your DVBE certification MUST BE INCLUDED)

This will certify to U.S. Bank that I have read the requirements cited on this form, and the company classification(s) I have selected above are true and correct. I will advise U.S. Bank if our classification should change.

Section 4: Signature (required)
Name (Print):______Title: _____
Signature_______________________________________Date_________________________
For Internal Use Only: DUNs# ____________________

U.S. Bank Contract Review

U.S. Bank appreciates the opportunity to review the RFP from the State of Nebraska. Please note that in the event of an award to U.S. Bank, the U.S. Bank Fleet Card Program Agreement would be incorporated into the contract used to govern the resulting relationship between the parties. The Fleet Card Program Agreement reflects (1) services relating to the extension of credit, (2) U.S. Bank's payment management services, and (3) laws and regulations that U.S. Bank is required to follow as a federally chartered national banking association.

Please refer to **Exhibit B** for a copy of **U.S. Bank's Fleet Card Program Agreement**.

U.S. Bank submits its exceptions in the format provided within the RFP wherein it proposes changes to the State's terms and conditions that are consistent with U.S. Bank's regulatory obligations and the requirements of a contract for credit and payment management services.

With respect to Sections A & S of the Terms and Conditions, U.S. Bank does not customarily incorporate the RFP, its Proposal, or program implementation details into the contract because such materials are used primarily as business presentation or work tools, and are not material to a binding legal document. However, to the extent the State proposes terms and conditions required by law or regulation that are applicable to a credit or banking relationship, U.S. Bank is willing to negotiate such terms upon an award to U.S. Bank so that the parties can reach a mutually acceptable agreement, incorporating the requirements of both parties.

With regard to the question regarding extension of the same contract terms and pricing to other public entities, U.S. Bank advises that it can issue cards to financially dependent entities such as State departments or agencies for each state that signs a Government Entity Agency Addendum. Each financially independent government entity applying to join the contract must be credit qualified on its own and must sign a Political Subdivision Addendum provided by U.S. Bank.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x [initials]	With respect to Section A, General, wherein the State proposes that the RFP and Proposal be included in the contract, U.S. Bank proposes that such written materials are not incorporated into the contract. U.S. Bank does not customarily incorporate the RFP, its Proposal or program implementation details into the contract because these materials are used as a business presentation or work tools, and are not material to a binding legal document. U.S. Bank proposes that either the U.S. Bank Fleet Card Program Agreement be the contract that the parties negotiate certain terms and conditions from this RFP into, or that the U.S. Bank Fleet Card Program Agreement be the controlling document in the order of precedence.

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. U.S. Bank Fleet Card Program Agreement
2. Amendment to Contract Award with the most recent dated amendment having the highest priority;
3. Contract Award and any attached Addenda;
4. The Request for Proposal form and the Contractor's Proposal signed in ink;
5. Amendments to RFP and any Questions and Answers; and
6. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x [initials]			

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at: http://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html. Grievance and protest procedure is available on the Internet at: http://treasurer.nebraska.gov/tm/. Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X [initials]	U.S. Bank proposes omitting the last sentence of Section C, Compliance with Civil Rights Laws and Equal Opportunity Employment / Nondiscrimination, as we should not be compelled to renegotiate any current subcontracts we may have in place.

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. ~~The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.~~

D. **PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x [initials]			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. **OWNERSHIP OF INFORMATION AND DATA**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X [initials]			

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. **INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X	U.S. Bank proposes the following modifications to Section F, Insurance Requirements:

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Nebraska State Treasurer's Office has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor (s). Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

1. **WORKERS' COMPENSATION INSURANCE**
   The Contractor shall ~~take out and~~ maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
   The Contractor shall ~~take out and~~ maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

   The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability for personal and advertising injury coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

~~BUILDERS RISK~~	
~~All Risk Insurance – Cost of the Job including Soft Costs~~	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5~~10~~,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual, for personal and advertising injury	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
~~LIQUOR LIABILITY~~	
~~Where applicable, as a stand-alone policy or may be included in CGL above.~~	~~$1,000,000 Each Occurrence~~ ~~$2,000,000 Aggregate~~
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
~~GARAGE LIABILITY~~	
~~$1,000,000 Each Accident~~	
~~$2,000,000 Aggregate~~	
~~GARAGE KEEPERS LEGAL LIABILITY~~	
~~Includes Comprehensive & Collision~~	~~Limits sufficient to cover all vehicles in the insured's care, custody or control.~~
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	$1,000,000 ~~Per Claim /~~ Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
~~CONTRACTOR'S POLLUTION LIABILITY~~	
~~Each Occurrence/Aggregate Limit~~	~~$2,000,000~~
~~Includes Non-Owned Disposal Sites~~	
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the Buyer.

Nebraska State Treasurer's Office
State Capitol Building; Suite 2005
P.O. Box 94788
Lincoln, NE 68509
Fax 402-471-4390

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation for the Commercial General Liability, Automobile Liability, and Workers Compensation~~of any required~~ insurance policies~~y~~ must be submitted to Nebraska State Treasurer's Office when issued and a new certificate of insurance~~coverage binder~~ shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x MRL			

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x MRL			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x HC	U.S. Bank believes that it should not be limited in its decision to use subcontractors in the future. Any subcontractor would be thoroughly vetted through our third party risk management and held to the same standards of U.S. Bank. Our proposal will identify the Subcontractor we use for card production, but it may change based on market conditions.

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

~~If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.~~ Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x HC	U.S. Bank ensures the State that it has hired a competent workforce, and cannot agree that the personnel assigned to service this contract will be decided at the discretion of the State. If there are any ongoing issues, we seek to maintain an open relationship and the State can work with their Relationship Manager.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or ~~specified~~ Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor~~. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.~~

Personnel commitments made in the Contractor's proposal ~~shall not~~may be changed without the prior written approval of the State. Replacement of key personnel~~, if approved by the State,~~ shall be with personnel of equal or greater ability and qualifications.

~~The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.~~

In respect to its employees, the Contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;

4. Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x MCL			

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x MCL			

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x MCL			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x MCL			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x ACL	U.S. Bank requests that this provision be mutual.

The ~~bidder~~parties shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The ~~bidder~~parties must promptly notify the ~~State~~other of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x ACL	U.S. Bank proposes either deleting this section in its entirety or stating that there is technically no billable work, since this contract will be for the extension of credit from which the State will incur debt and then be subject to pay.

~~The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.~~

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x ACL			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x ACL	U.S. Bank proposes the following edits to this section to remove any encumbrances related to our ability to assign our portfolio of business.

The Contractor may ~~not~~ assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State~~, which will not be unreasonably withheld~~.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x ACL	U.S. Bank first proposes deleting this section in its entirety, as the proposal and response are not required to make a binding contract for the services. If the requirements contained in the Request for Proposal must become part of the contract, then U.S. Bank will accept so long as the U.S. Bank Fleet Card Program contract is also incorporated and listed in the order of precedence.

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

T. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x ACL			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x ACL			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x ACL			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	x		U.S. Bank proposes deleting this section in its entirety as we will not be requiring the State to provide any property for the administration of this program.

~~The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.~~

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

Y. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank will agree to negotiate the following termination provisions in the sample contract provided. We also included our standard termination rights, which are also represented in the sample contract for ease of comparison. U.S. Bank standard term and termination language: **VI. Term, Termination, and Suspension.** **A.** This Fleet Card Agreement will remain in full force and effect for an initial term of five years from the Effective Date of this Fleet Card Agreement ("**Agreement Term**"), and will continue thereafter until terminated by either Customer or U.S. Bank upon 90 days prior written notice to the other Party. The terminating party shall include the effective date of termination in the written notice of termination. All Fleet Cards and related accounts are canceled effective upon termination of this Fleet Card Agreement. **B.** Either Party may terminate this Fleet Card Agreement immediately, by written notice of such termination to the other Party, upon any one or more of the following events: 1. Dissolution or liquidation of the other Party; 2. Insolvency of the other Party, the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the other Party enters into an arrangement with its creditors; 3. Any material and adverse change in the financial condition of the other Party; or 4. Any failure to perform a material obligation of this Fleet Card Agreement. **C.** Upon termination of this Fleet Card Agreement, Customer shall destroy all Fleet Cards. Customer is liable for all purchases, fees, Finance Charges and other Charges incurred or arising by virtue of the use of a Fleet Card prior to the termination date. **D.** U.S. Bank may terminate this Agreement immediately upon notice to Customer of one or more of the following events: 1. Customer's failure to comply with Section XIII.B of this Fleet Card Agreement; or 2. U.S. Bank's reasonable determination that provision of services under this Fleet Card Agreement, in U.S. Bank's sole discretion, is counter to any new or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation or any enforcement of new or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation. **E.** U.S. Bank may terminate this Fleet Card Agreement immediately upon written notice to Customer if there has been no activity on Accounts within six months of the Effective Date of this Fleet Card Agreement or for any six month period after the Effective Date of the Fleet Card Agreement. **F.** U.S. Bank may suspend services and obligations under this Fleet Card

			Agreement to Customer in the event that: (i) Customer has breached any term of this Fleet Card Agreement; (ii) the amount due from Customer, as the result of Charges, purchases, Finance Charges and other such charges, in the aggregate, exceeds the credit limit established pursuant to Section XI; or (iii) any portion of the New Balance shown on a Statement is not received by U.S. Bank within 90 days after the Due Date on the same Statement. G. The obligation of Customer to make payments as herein set forth continues until fully performed. Any rights and remedies Customer or U.S. Bank may have with respect to each other arising out of either Party's performance of services or obligations hereunder survive the expiration or termination of this Fleet Card Agreement.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State may terminate the contract immediately for the following reasons:

    a. If directed to do so by statute;
    b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
    c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
    d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
    e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
    f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
    g. Contractor intentionally discloses confidential information;
    h. Contractor has or announces it will discontinue support of the deliverable;
    i. Second or subsequent documented "vendor performance report" form deemed unacceptable by the Agency; or
    j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x RW	U.S. Bank proposes the following edits to clarify that the State will remain obligated to pay for services rendered, or charges made, but its ability to pay are contingent upon legislative appropriation.

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's ~~obligation~~ability to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract ~~with respect to those payments for the fiscal years for which such funds are not appropriated~~. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination~~, and advise the Contractor of the location (address and room number) of any related equipment~~. All obligations of the State to make payments after the termination date will cease, aside from those preexisting obligations to pay for services rendered or charges made, which will be considered the responsibility of the State to pay until all outstanding debts are satisfied ~~and all interest of the State in any related equipment will terminate~~. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

BB. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x MBL	U.S. Bank proposes deleting this section in its entirety. Termination is already dealt with in Section Z.

~~The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.~~

CC. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x MBL			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x MBL	U.S. Bank proposes the following edits, as this is primarily a contract for credit and there will be no deliverables because it is not a contract for goods.

~~1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.~~

2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X			

The selected Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond will an established dollar amount of $50,000. The check or bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X	U.S. Bank proposes that liquidated damages be capped cumulatively through the life of the contract at one hundred fifty thousand U.S. Dollars ($150,000.00). Further, U.S. Bank proposes the following limitation of liability that is standard for all contracts. Limitation of Liability. Neither State nor U.S. Bank, nor any Party's affiliates, representatives, or assigns are in any event liable to the other Party for any consequential, special, indirect, or punitive damages of any nature (including lost profits) even if such Party had been notified of their possible existence.

The State and the Contractor(s) agree that actual damages from a failure to perform certain requirements in any contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the Contractor(s) shall agree to a schedule of fees for failure to perform certain requirements in any contract(s) executed pursuant to this RFP.

The following is the required schedule of liquidated damages in the form of fees for failure to perform certain requirements.

The fees are categorized as follows:

Standard	$ 500 per day
High	$1,500 per day
Critical	$3,000 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the Contractor(s) has failed to perform or comply with certain requirements in the contract(s), other than failures caused by the State or circumstances beyond the control of the Contractor(s) or their agents (example: natural disasters).

1. Unresolved requirements:

   a. All standard and high category requirements will move to critical level of liquidated damages if not resolved within 48 business hours after notification to the Contractor.
   b. All critical category requirements will double in liquidated damages if not resolved with 24 hours after notification to the Contractor.

2. Fleet Fuel Card Services

   a. **Issuing cards:**
   Upon being notified by the Program Administrator that a card or batch of cards was not issued within five business days of the program submitting the request, Contractor will pay to have the cards expedited to the agency. If the cards are not expedited to the agency within two days after the initial notice by the State that the cards were not issued, Contractor will pay liquidated damages.

   Category: Standard

   b. **Required Electronic Data File Transfer:**
   Upon being notified by a Program Administrator that the program was not able to download/retrieve/receive any card program transaction file, the contractor will either resolve the situation within 24 hours (excluding weekends or holidays) after notification or pay liquidated damages.

   Category: High

   c. **Transaction Authorization:**
   Upon being notified by a Program Administrator that a cardholder was not able to receive an authorization for a transaction due to contractor system failure, the Contractor will either resolve the situation within 2 hours after notification so the cardholder may use their card for purchases and transactions are authorized or pay liquidated damages.

   Category: Critical

   d. **Failure to meet required Technical Requirements detailed in the RFP**:
   Upon being notified by a Program Administrator by email that the Contractor has failed to meet mandatory Technical Requirements detailed in the RFP, the Contractor shall cure the situation within one business day after notification or pay liquidated damages until the Contractor is able to meet the required Technical Requirements.

   Category: Critical

GG. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x [initials]			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the

Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the Nebraska State Treasurer's Office. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

HH. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x			U.S. Bank accepts, however notes that payment will not be required of the State until it uses the program.

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

II. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank accepts the proposed language, but requests the following also be included as our standard Billing and Payment language in our contract. U.S. Bank standard language V. **Billing and Payment.** A. Billing Cycles. At the conclusion of each Billing Cycle U.S. Bank will send to Customer a Statement for that same Billing Cycle. Billing Cycles available to Customer are set forth herein and subject to Customer's selection in Section XV of this Fleet Card Agreement and U.S. Bank's approval. Customer shall pay the New Balance by the Due Date shown on the Statement. Customer agrees to Automated Clearing House ("**ACH**") payments as set forth herein and shall complete any necessary forms required by U.S. Bank for such payments. 1. **Weekly Billing Cycle**. A Weekly Billing Cycle means a seven day period in which Charges, payments, and other amounts are posted to Accounts. A Weekly Billing Cycle has 52 cycles each calendar year. On the same day of the week, each week, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle. Customer shall maintain sufficient funds in its business bank account to satisfy the New Balance. Customer shall authorize U.S. Bank to draw funds via an ACH payment to pay the New Balance and any unpaid previous balance, from its business bank account. 2. **Biweekly Billing Cycle**. A Biweekly Billing Cycle means a two week period in which Charges, payments, and other amounts are posted to Accounts. A Biweekly Billing Cycle has 26 cycles each calendar year. On the same day of the week, every other week, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date. 3. **Semimonthly Billing Cycle**. A Semimonthly Billing Cycle means a period in which Charges, payments and amounts are posted to Accounts starting on either the first or 15thday of each month and ending on either the 15th or the last day of the that same month, respectively. A Semimonthly Billing Cycle has 24 cycles each calendar year. On either the first

			or 15th day of each month or the 15th and last day of each month, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date. 4. **Monthly Billing Cycle**. A Monthly Billing Cycle means a one month period in which Charges, payments, and other amounts are posted to Accounts. A Monthly Billing Cycle has 12 cycles each calendar year. On the same day of the month, each month, U.S. Bank will send to Customer a Statement for the just completed Billing Cycle and Customer shall make payment by the Due Date. B. **Disputed Billing**. Customer shall communicate disputes regarding Charges or billings hereunder by telephone to U.S. Bank 1-800-987-6591. Written notice is not required but may be submitted to U.S. Bank by email to the following address: voyagercommercial@usbank.com OR voyagerstate@usbank.com. Whether by telephone or in writing, communications should include the following information for Customer and, if applicable, the Participant: name(s) and Account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by U.S. Bank within 60 days after the date on the Statement on which the disputed or incorrect charge first appeared. Disputed billings include failure to receive goods or services charged, fraud, forgery, altered Charges and Charges incurred by telephone order where Customer questions the authenticity of the Charge. C. **Delinquency**. An Account will become delinquent unless U.S. Bank receives the amount shown on the Statement as New Balance, less any disputed amounts, on or before the next Due Date. Any unpaid portion of the New Balance will be shown on subsequent Statements as the previous balance. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection. D. **Finance Charges**. If Customer has not paid its New Balance in full on or before the Due Date, or for Weekly Billing Cycles, if Customer does not have a sufficient balance in its designated business bank account for U.S. Bank to draw funds by ACH to satisfy the New Balance, a Finance Charge will be charged to Customer pursuant to Schedule 1 of this Fleet Card Agreement.

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

JJ. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x RL			

Invoices for payments must be submitted electronically by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

KK. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank proposes the following edits to maintain compliance with our internal controls and requirements.

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; ~~journals;~~ original estimates; estimating work sheets; contract amendments~~ and change order files~~; back charge logs and supporting documentation; ~~insurance documents; payroll documents; timesheets;~~ memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, but no more than annually, whether during or after completion of this contract and at the State's~~Contractor's~~ own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at a mutually agreed to third party location~~the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State.~~ Contractor shall ensure the State has these rights with Contractor's assigns, and successors~~, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State~~.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State.~~ unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.~~

LL. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

MM. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank proposes deleting this section in its entirety as this is not a contract for goods. There is no inspection period for the availability of credit. If the State would like to review the work performed, please refer back to Section KK.

~~Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.~~

NN. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank proposes deleting this section in its entirety, as we do not require change orders to adjust the fine detail of the program. Other large-scale changes need to be addressed in an amendment to the resulting contract. However, if this is necessary for the way the state conducts its business, U.S. Bank is open to discussing how this will work for their program.

~~The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.~~

~~Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.~~

~~Changes or additions to the contract beyond the scope of the RFP are not permitted.~~

OO. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

PP. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x [initials]			

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

QQ. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x [initials]			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's rebate proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X HL			

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

SS. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X HL			

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

TT. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X HL			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Nebraska State Treasurer's Office or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank proposes the following edits, as well as making the section mutual. Section 5 is inapplicable as this is not a lease, but will result in a contract for credit in the form of the sample contract provided by U.S. Bank.

1. **GENERAL**
The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**
The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall at the Contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. **PERSONNEL**
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

~~5. ALL REMEDIES AT LAW~~

~~Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.~~

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank cannot agree to continually monitor the State's technology standard, but can certify that it is NIST and PCI DSS compliant, and can provide a SOC 1 report upon request from the State.

<u>Contractor is currently NIST and PCI DSS compliant and can provide a SOC 1 report upon State's request.</u>~~Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.~~

WW. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank will accept upon the following edits. We cannot provide a copy of our Business Continuity Plan as the information contained is highly sensitive related to the nature of the financial business we conduct and the location of physical data centers.

The Contractor shall have a disaster recovery and back-up plan~~, of which a copy should be provided to the State,~~ which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

YY. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x [initials]			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x [initials]			

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

AAA. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x [initials]	U.S. Bank proposes the following edits and assures the State as a federally chartered bank that we have robust policies surrounding a drug free work place.

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. ~~Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.~~

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x [initials]			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States

Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		x	U.S. Bank proposes the following edits as we should not be compelled to amend any subcontracts that may be in place.

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). ~~The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters.~~ The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
x			

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

Technical Approach Explanation
Presented To

State of Nebraska

August 30, 2016

Mark Hess
612.436.6544
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Greer Almquist
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usbank.

FORM A.2

GENERAL REQUIREMENTS

3. **The State and University have a number of refueling sites in Nebraska; please indicate if you will allow the State and the University to "privatize" your fuel card code to enable the State and University to process fuel transactions directly into our fleet management system (FMS) from these sites.**

Yes__X__ No_____

U.S. Bank allows for integration with client refueling sites. Integration work will require a detailed technical requirements review along with scoping and prioritization. A transaction fee may be included based on the scope of work.

Is special hardware and/or card specific software or proprietary software required in order to privatize your fuel card? These costs must be listed as separate line items.

Yes__N/A__ No__N/A_ Associated cost__Dependent upon detailed technical requirements.

U.S. Bank will work with the State of Nebraska to avoid requiring special hardware and/or software, but this will depend on the specific requirements of the State of Nebraska.

SPECIFICATIONS

4. Does the bidder have the ability to allow the State or the University to order new cards, replacement cards due to damage, loss or theft, cancel cards, or lock/unlock cards via a secure internet site by authorized users?

Yes__X__ No_____

Yes. Our online tool, Fleet Commander® Online, has the functionality to order new cards, replacement cards, cancel cards and lock/unlock cards. However, when a replacement card is required due to loss or theft, the fleet manager must call the Customer Service Center to report a card lost or stolen and to request a replacement.

6. **Can the bidder issue replacement cards within five (5) business days?**

Yes__X__ No_____

Replacement cards can be conveniently ordered via Fleet Commander® Online. Additional options include: telephone (by authorized personnel only), written request (fax or email) and electronic file.

Replacement cards can be ordered the day the card is requested and can be mailed the next business day. Cards sent via UPS must allow five to seven business days for delivery.

However, if the State of Nebraska would prefer that cards be sent via overnight delivery as a regular course of business, U.S. Bank will comply and bill the State of Nebraska accordingly ($20.00 overnight fee per shipment of up to 100 cards).

8. Can the bidder mail new or replacement cards without a shipping cost?

Yes__X__ No_____

There is no fee for standard delivery. If the State of Nebraska would prefer that cards be sent via overnight delivery as a regular course of business, U.S. Bank will comply and bill the State of Nebraska accordingly ($20.00 overnight fee per shipment of up to 100 cards).

10. Can the Fleet Fuel cards be embossed using the account number, equipment identification number and appropriate controls in the magnetic stripe?

Yes__X__ No_____

The table below describes the embossing options that U.S. Bank offers.

Line	Description
Line 1	The first line can be embossed with 4-6 numeric digits— "Vehicle No. 123456."
Line 2	The second line can be embossed up to 25 characters with the account name.
Line 3	The third line can be embossed up to 17 characters total.

Card Controls

Effectively implemented spending controls minimize card misuse. The State of Nebraska program default controls can either be hard-coded or overridden based on your cardholder's unique spending needs. Authorization limits can greatly support this need by providing improved functionality to separate levels of spending by card, driver or vehicle.

15. Does the bidder's software have the ability to add a station that is currently not a part of your network that we may request to be added?

Yes__X__ No_____

Our network can accommodate the ability to add stations. However, this action is dependent upon a contractual event with the merchant if the site is already not in the network. There will also be merchant/site passing necessary compliance checks for Know Your Customer and Anti-Money Laundering.

16. Can the bidder's software limit the number of transactions per day for fuel and non-fuel purchases per driver?

17. Can the bidder's software limit the number of transactions per day for fuel and non-fuel purchases per card?

Yes__X__ No_____

The State of Nebraska's spending control options include:

- **Fuel Only Restriction**—Prevents purchases of any other commodity and services other than fuel.
- **Fuel and Other Restriction**—Allows the purchase of any commodity.

U.S. Bank can administer the following restrictions on a card-by-card basis or at the account level.

- **Transaction Limit**—Restricts the number of transactions allowed within the specified time period. May be set by day, week, month or billing cycle.
- **Merchant Category Code**—The State of Nebraska will have the ability to control the type of sale for fuel, non-fuel products and maintenance. One or more types can be selected.
- **Odometer Validation**—This control can be enforced on any vehicle in the program to ensure valid odometer readings are captured.

19. Can the card be limited to certain times of the day?

Yes__X__ No_____

U.S. Bank can administer the following restriction on a card-by-card basis or at the account level.

- **Purchase Time**—Restricts spending within a certain timeframe to match with standard business practices. (e.g., transactions are allowed between 8 a.m. and 5 p.m.)

20. Can the card have dollar limits for fuel?

Yes__X__ No_____

U.S. Bank can administer the following restrictions on a card-by-card basis or at the account level.

- **Dollar Spend Limit**—The maximum dollar amount authorized within the specified time period. Spending limits are replenished automatically the following day/week/month/cycle date. Spend limits are calculated on the date of posting from the oil company.
- **Hard or Soft Limits**—Hard decline parameters immediately decline the transaction at the point of sale if any of the limits specified were exceeded. Soft decline parameters instruct the retailer to call for authorization to allow one additional transaction.

23. Can the PIN be both, alpha-numeric?

Yes_____ No__X__

PINs must be four to six numeric characters.

INVOICING

28. Can the bidder provide weekly invoices?
29. Can the bidder provide monthly invoices?

Yes__X__ No_____

Fleet managers can view statements, download statements as PDFs or Excel files, and make payments in the billing section of Fleet Commander® Online. Users can access the most recent statement as well as statements for the previous 16 cycles. U.S. Bank can also transmit electronic billing statements via secure email or FTP. The electronic billing statement is available the day after the close of the billing cycle.

Authorized users can also generate an invoice summary report as well as billing reports that break down transactions by card, vehicle or driver. The State of Nebraska can schedule daily, weekly or monthly delivery of Fleet Commander® Online reports. The State of Nebraska can customize report parameters to meet your organization's requirements.

30. If the State or University receives an invoice that includes Federal fuel taxes, can the agency short pay the invoice?

Yes__X__ No_____

U.S. Bank bills all tax-exempt accounts for purchases made on the Voyager Fleet card less any applicable fuel/sales tax exemptions, allowed by law, to which they are entitled, and to which the vendors are capable of processing. Complete reporting of exempted taxes will be provided to the State of Nebraska and to the oil company that allows the exemption.

All clients who are exempt from federal fuel taxes will receive their gas tax exemptions either through the U.S. Bank billing or through a refund claim process. At local, independently owned retail locations that are unable to handle the federal gas tax, U.S. Bank will calculate and accumulate the tax data. Once the criteria set by the IRS are met, U.S. Bank will complete an IRS 8849 refund claim and forward it to the client. The customer will sign the refund claim and forward it to the IRS for the refund to be processed.

On January 1, 2006 U.S. Bank began exempting federal excise taxes as a registered Ultimate Vendor on all sales of gasoline, diesel, E 85, kerosene, aviation gas, and aviation grade kerosene. U.S. Bank handles all (100%) federal excise taxes through a proprietary exemption handling process that strips all taxes at the time of transaction posting.

As a registered Ultimate Vendor, U.S. Bank will settle with the merchant whenever a State of Nebraska entity uses a U.S. Bank card to acquire fuel. When the Voyager Fleet Card is used at an oil company vendor, the transaction resides in the vendor's point of sale device until the vendor processes its daily batch file upload into the oil company/processor's mainframe. The oil company/processor will then submit settlement files to U.S. Bank. During the settlement process, U.S. Bank will purchase the fuel transaction at a price that includes the federal excise tax. U.S. Bank will then run all transactions through a tax exemption handling routine that strips all applicable taxes, and will post the transactions to the State of Nebraska less any federal excise taxes. Lastly, U.S. Bank, as the Ultimate Vendor, will then file a claim with the IRS to receive a refund of any federal excise taxes exempted.

U.S. Bank has developed and maintains its own proprietary tax exemption handling process—a process that is used to great effect by many state and Federal Governmental entities today. U.S. Bank also possesses the industry's best level III data capture. The combination of these two features allows U.S. Bank to offer the State of Nebraska a real time, sophisticated tax exemption handling process. Transactions are handled live in the U.S. Bank system as they are received; not at a later date, or via a third party as is the case with other fleet card providers. Furthermore, because of U.S. Bank's complete level III data capture, more taxes are handled with greater accuracy and the State of Nebraska does not lose valuable tax exemption dollars due to inaccurate or missing level III data.

SOFTWARE & REPORTING

31. Does the software have the ability to choose a billing cycle close date?

Yes__X__ No_____

U.S. Bank offers billing cycle dates on the 1st or the 24th of the month. If the billing cycle date chosen falls on a Saturday, Sunday or holiday, the data is cycled at the end of the next business day.

34. Does the bidder have the ability to provide an electronic data file to facilitate the transfer of data collected into FMS?

Yes__X__ No_____

U.S. Bank will work closely with the State of Nebraska to meet your requirements for transaction data transmission. U.S. Bank has successfully integrated our solutions with all major fleet management systems, including FMS.

We will deliver transaction files to the State of Nebraska's Fleet Commander® Online secure inbox or via secure FTP. In addition to standard ASCII or Excel files, the State of Nebraska can setup custom transaction reports and schedule daily, weekly, bimonthly or monthly file delivery. Custom reports are available in PDF, Excel, CSV or Tab Delimited formats.

36. Is the software capable of level III data capture and reporting? List what percent of the stations of each brand currently offered who provide full electronic data capture and transmission. (Meaning the following information is provided.)

a. Location
b. Date
c. Time
d. Vehicle license number
e. Odometer
f. Product
g. Gallons
h. Cost per gallon
i. Total transaction cost

Yes__X__ No_____ Percentage of stations_____100%_____

U.S. Bank does not enter into a card acceptance agreement with a merchant unless they are able to provide level III data. Furthermore, U.S. Bank has worked closely with oil companies and independent merchant processors to continue to enhance the merchants' ability to provide level III data.

Following is a list of all data elements that can be captured and tied to a single transaction within the U.S. Bank system:

- Account Number
- Account Name
- Card ID
- Transaction Occurred Date
- Transaction Time
- Invoice Number
- Product Description
- Units
- Transaction Line Amount
- Participant Name
- Merchant Name
- Merchant Address
- Merchant City
- Merchant State
- Merchant Zip
- Prompt Type
- Cost Per Unit
- Net Purchase Amount
- Prompt Type Code
- Driver/Vehicle Type
- Card Code 1
- Card Code 2
- Card Code 3
- Card Code 4
- Card Code 5
- Driver Last Name
- Driver First Name
- Driver Middle Initial
- Driver Code 1
- Driver Code 2
- Driver Code 3
- Driver Code 4
- Vehicle Organization Level 2 Name
- Vehicle Organization Level 3 Name
- Vehicle Organization Level 4 Name
- Vehicle Organization Level 5 Name
- Vehicle Organization Level 6 Name
- Vehicle Organization Level 7 Name
- Driver Organization Level 2 Name
- Driver Organization Level 3 Name
- Driver Organization Level 4 Name
- Driver Organization Level 5 Name
- Driver Organization Level 6 Name
- Driver Organization Level 7 Name
- Card Organization Level 1 Name
- Card Organization Level 2 Name
- Card Organization Level 3 Name
- Card Organization Level 4 Name

- Vehicle ID
- Driver ID
- Actual Odometer
- Type of Sale Description
- Account Org Level 1 ID
- Location Number
- Participant Code
- Product Code
- Product Type Description
- Product Source Code
- Purchase Order Number
- Service Type
- Type of Sale
- Service Type Description
- Transaction ID
- Transaction Day of Week
- Transaction Posting Date
- Driver Code 5
- Vehicle Description
- VIN
- Vehicle License
- Vehicle License State
- Estimated Odometer
- Estimated Odometer Code
- Miles Driven
- Cost Per Mile
- Miles Per Gallon
- Vehicle User Code 1
- Vehicle User Code 2
- Vehicle User Code 3
- Vehicle User Code 4
- Vehicle User Code 5
- Total Exempted Taxes
- Card Organization Level 5 Name
- Card Organization Level 6 Name
- Card Organization Level 7 Name
- Transaction Exception Description 1
- Transaction Exception Description 2
- Transaction Exception Description 3
- Transaction Exception Codes 1
- Transaction Exception Codes 2
- Transaction Exception Codes 3
- Federal Tax Exempted Amount
- State Motor Fuel Tax Exempted Amount
- State Sales Tax Exempted Amount
- Local Sales Tax Exempted Amount
- Miscellaneous Tax Exempted Amount
- Primary Motor Fuel Tax Exempted Amount

41. Can historic information be accessed three (3) years after the expiration of this contract?

Yes__X__ No_____

Historic data is available offline for seven years after the expiration of the contract.

OTHER INFORMATION

55. Is the bidder able to provide electronic access to the online system for Customer testing during all phases of the implementation process?

Yes__X__ No_____

As an existing customer, the State of Nebraska has the ability to access Fleet Commander® Online in order to test the functionality in the system utilizing their own data.

56. The State or the University will not be responsible or liable for any transactions that occur on a card once it has been cancelled, do you agree?

Yes__X__ No_____

The State of Nebraska is not liable for unauthorized purchases made on a lost or stolen card with multiple PIN assignment, provided that the card was reported via telephone to U.S. Bank as lost or stolen and cancelled immediately.

60. The State and University require that Fleet Fuel Card provider system to have redundancy systems in place to ensure continual uptime for all Fleet Fuel card related functions in the event, man-made or natural events take place. Does your system have redundant systems in place to ensure continual uptime?

Yes__X__ No_____

The underlying mainframe system is closely monitored and supported by the largest, most secure technical team and environment in the fleet card industry. The technical systems support and development team includes over 100 individuals dedicated to the upkeep and maintenance of the system's platforms. As a result, our performance metrics yield a 100% uptime on our transaction and authorizations processing platform due to the sophisticated systems architecture and redundancy models we use. Our processing front end is CICS and we have a Tandem Base 24 authorizations back-end that stands in automatically when we have no response within four seconds.

The Fleet Commander® Online and Merchant Commander Online system averaged a 99.79% availability uptime for 2013. Please note that the Internet team has a scheduled maintenance window on Sundays from 3:00 a.m. to 8:00 a.m. EST that is not included in the uptime average.

Incoming Sales/Merchant files need to be sent to the mainframe via a secured VPN connection by 17.50 CST to have the files processed same day. Confirmation files will be sent by 4 a.m. next day.
It is extremely rare that the mainframe file delivery process is ever interrupted. The file delivery process runs continuously, and includes automatic redundancy measures to alert and store critical files should there be any unexpected interruption. U.S. Bank has a 24/7 technical support team dedicated specifically to file delivery and maintenance, and this team will engage immediately and work closely with the State of Nebraska should there ever be any interruption of service.

The authorization system has a built-in processor response time of eight seconds before the transaction times out and sends an automatic decline.

FORM A.3

STATE OF NEBRASKA REQUIREMENTS

3. **If needed, is the bidder willing to pay for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the Nebraska State Gas System, the Department of Roads GASBOY Islander and Transportation Services Bureaus CFNII automated fuel systems, NDORs 91 Data 2-U units, and Lucity Asset Management Systems?**

   Yes__X__ No_____

   U.S. Bank will be responsible for any internal updates on our systems.

   Rather than paying for external software updates, U.S. Bank is offering a competitive rebate pricing structure based on the volume and timeliness of repayment of the Voyager fleet card program.

6. **Since the State currently have different expiration dates, will the bidder agree to stage the deployment of new cards?**

   Yes__X__ No_____

   Voyager Fleet Card accounts have a standard three-year expiration period, however the flexibility of our system allows for a variety of options. U.S. Bank will consult with the State of Nebraska to understand your requirements for custom expiration dates.

7. **Can the bidder provide the invoice electronically to the State?**

   Yes__X__ No_____

   Fleet managers can view statements, download statements as PDFs or Excel files, and make payments in the billing section of Fleet Commander® Online. Users can access the most recent statement as well as statements for the previous 16 cycles. U.S. Bank can also transmit electronic billing statements via secure email or FTP. The electronic billing statement is available the day after the close of the billing cycle.

   Authorized users can also generate an invoice summary report as well as billing reports that break down transactions by card, vehicle or driver. The State of Nebraska can schedule daily, weekly or monthly delivery of Fleet Commander® Online reports. The State of Nebraska can customize report parameters to meet your organization's requirements.

FORM A.4

UNIVERSITY OF NEBRASKA REQUIREMENTS

1. **Will the bidder furnish all cards using standard plastic (new issue, replacement due to damage or loss) free, with no additional cost using standard shipping? The University will bear the cost for express shipping if express shipping is required by the University.**

Yes__X__ No_____

When a replacement card is required, the fleet manager calls the Customer Service Center to report a card lost or stolen and to request a replacement. There are no replacement fees for standard delivery and the University of Nebraska is not responsible for any fraudulent charges made to the card after notification. There is an expedited delivery fee of $20.00 per shipment.

2. **Please indicate if your card is accepted in Canada.**

Yes_____ No__X__

Our card is not accepted in Canada. Our focus is on the United States and Puerto Rico and we continue to increase our acceptance in that market. The Voyager Fleet Card is accepted at more than 230,000 locations in all 50 states and Puerto Rico.

4. **If needed, is the bidder willing to pay for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the University GASBOY CFNII automated fuel system and FASTER FMS?**

Yes__X__ No_____

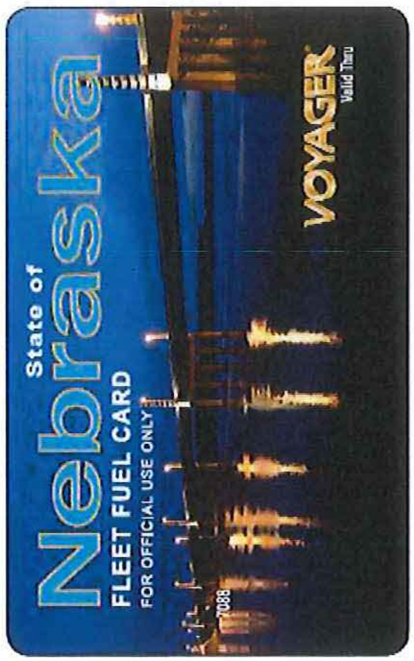
U.S. Bank will be responsible for any internal updates on our systems.

Rather than paying for external software updates, U.S. Bank is offering a competitive rebate pricing structure based on the volume and timeliness of repayment of the Voyager fleet card program.

6. **Is the bidder willing to provide the University with one expiration date on all cards?**

Yes__X__ No_____

Voyager Fleet Card accounts have a standard three-year expiration period, however the flexibility of our system allows for a variety of options. U.S. Bank will consult with the University of Nebraska to understand your requirements for custom expiration dates.


State of
Nebraska
FLEET FUEL CARD
FOR OFFICIAL USE ONLY
7088
VOYAGER
Valid Thru

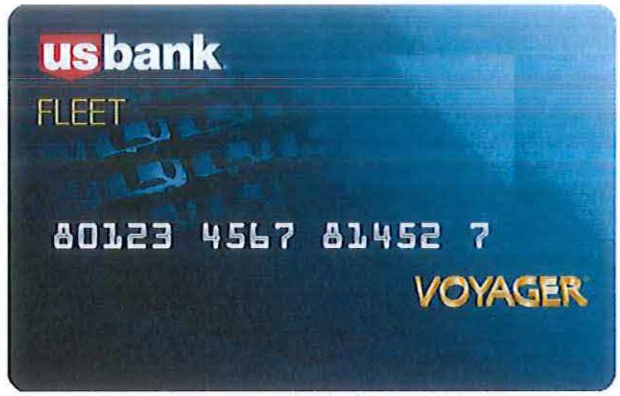
Direct Voyager Implementation Project Plan						
ID		Task Name	Predecessors	Notes	Resource Names	Duration
1		**Contractual Requirements**				**51 days**
2		Contract Signed by Client			Client	30 days
3		Contract Signed by US Bank	2		Sales,US Bank	5 days
4		Credit Approval Received (ACS)	3		US Bank	15 days
5		Kickoff Call Held	4		Client,US Bank	1 day
6		Rollout timeline			Client	1 day
7						
8		**Program Structure**				**2 days**
9		Hierarchy			IPM/Client	1 day
10		Statement Suppression			IPM/Client	1 day
11		Cycle Date			IPM/Client	1 day
12		Spending Controls			IPM/Client	1 day
13		Card Prompts			IPM/Client	1 day
14		Vendor Discounts			IPM/Client	1 day
15		Card Delivery			IPM/Client	1 day
16		Billing Contact			IPM/Client	1 day
17		Payment Method			IPM/Client	1 day
18		Penny Test (if needed)			Client	1 day
19		**Authorized contact form**			**IPM/Client**	**2 days**
20		Complete authorized contact form return to US Bank			Client	2 days
21		**Company Logo (If needed)**				**1 day**
22		Client Logo to US Bank			Client	1 day
23		Logo Approved			Client	1 day
24						
25		**Custom Card**				**42 days**
26		Provide custom card specs & samples to client			RM	1 day
27		Custom card form and proof to US Bank	26		Client	5 days
28		Custom card proof to Marketing	27		IPM	2 days
29		Send final proof and approval form to client	28		Marketing	2 days
30		Client approves custom plastic and returns forms	29		Client	1 day
31		Send the custom design cards to production center	30		Card Vendor	6 wks
32		Confirm cards are in production	31		IPM	1 day
33						

Direct Voyager Implementation Project Plan

ID		Task Name	Predecessors	Notes	Resource Names	Duration
34		**Finance and Rebate Process**				**4 days**
35		Provide the ACH rebate form to client			IPM	2 days
36		Complete the ACH rebate form and return to IPM	35		Client	2 days
37						
38		**Fleet Data Enrollment File**				**1 day**
39		Hold fleet data review call			IPM	1 day
40		Complete Fleet data form and return to IPM			Client	1 day
41						
42		**Extract Files**				**22 days**
43		Transaction File Type and Frequency			TIM/Client	1 day
44		Complete DTQ and return to IPM			Client	1 day
45		Process DTQ and complete file setup process	44		TIM	20 days
46		Confirm file setup complete	45		IPM	1 day
47						
48		**Billing Account and Card setup**				**11 days**
49		Process hierarchy build and fleet data form request	20,36,40		IPM	7 days
50		Card release form to client	49		IPM	1 day
51		verify card and account information correct and return card re	50		Client	1 day
52		Process card release and overnight cards	51		IPM	2 days
53						
54		**Fleet Commander Online Setup**				**7 days**
55		Complete FCO user id form and return to IPM			Client	2 days
56		Request user ids created	55		IPM	5 days
57		Sign up for instructor led training and review WBT			Client	1 day
58						
59		**Final Steps**				**10 days**
60		Final implementation call- IPM disengages			IPM	10 days
61		Implementation survey email			IPM	1 day

Start	Finish	Actual Finish
Mon 1/3/11	**Mon 3/14/11**	**NA**
Mon 1/3/11	Fri 2/11/11	NA
Mon 2/14/11	Fri 2/18/11	NA
Mon 2/21/11	Fri 3/11/11	NA
Mon 3/14/11	Mon 3/14/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	**Tue 1/4/11**	**NA**
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	**Tue 1/4/11**	**NA**
Mon 1/3/11	Tue 1/4/11	NA
Mon 1/3/11	**Mon 1/3/11**	**NA**
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	**Tue 3/1/11**	**NA**
Mon 1/3/11	Mon 1/3/11	NA
Tue 1/4/11	Mon 1/10/11	NA
Tue 1/11/11	Wed 1/12/11	NA
Thu 1/13/11	Fri 1/14/11	NA
Mon 1/17/11	Mon 1/17/11	NA
Tue 1/18/11	Mon 2/28/11	NA
Tue 3/1/11	Tue 3/1/11	NA

Start	Finish	Actual Finish
Mon 1/3/11	**Thu 1/6/11**	**NA**
Mon 1/3/11	Tue 1/4/11	NA
Wed 1/5/11	Thu 1/6/11	NA
Mon 1/3/11	**Mon 1/3/11**	**NA**
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	**Tue 2/1/11**	**NA**
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Tue 1/4/11	Mon 1/31/11	NA
Tue 2/1/11	Tue 2/1/11	NA
Fri 1/7/11	**Fri 1/21/11**	**NA**
Fri 1/7/11	Mon 1/17/11	NA
Tue 1/18/11	Tue 1/18/11	NA
Wed 1/19/11	Wed 1/19/11	NA
Thu 1/20/11	Fri 1/21/11	NA
Mon 1/3/11	**Tue 1/11/11**	**NA**
Mon 1/3/11	Tue 1/4/11	NA
Wed 1/5/11	Tue 1/11/11	NA
Mon 1/3/11	Mon 1/3/11	NA
Mon 1/3/11	**Fri 1/14/11**	**NA**
Mon 1/3/11	Fri 1/14/11	NA
Mon 1/3/11	Mon 1/3/11	NA



Fleet Commander® *Online* User Guide

Fleet Manager

Report Samples

Version 2-1

Contents

Icons

As you read this document, you will notice the following icons:

Tip! Tips contain additional information to help you complete your work more efficiently.

Learn More: Additional information explains a business concept in more detail.

Web Addresses

Live System

You can easily access the web site or, in the address box in your browser software, type the following address into your web browser:

https://www.FleetCommanderOnline.com

Web-based Training

Make sure you have the most current version of this user guide (and access additional training content) by checking this guide's version number against the user guide on the web-based training (WBT) site. You can also type the following address into your web browser:

https://wbt.FleetCommanderOnline.com

Introduction

Fleet Commander® *Online* gives you a full range of reports that help you to analyze your vital program data to support program management and vendor relationships.

In this user guide, you can review the purpose of each report, along with a sample parameter screen and sample report.

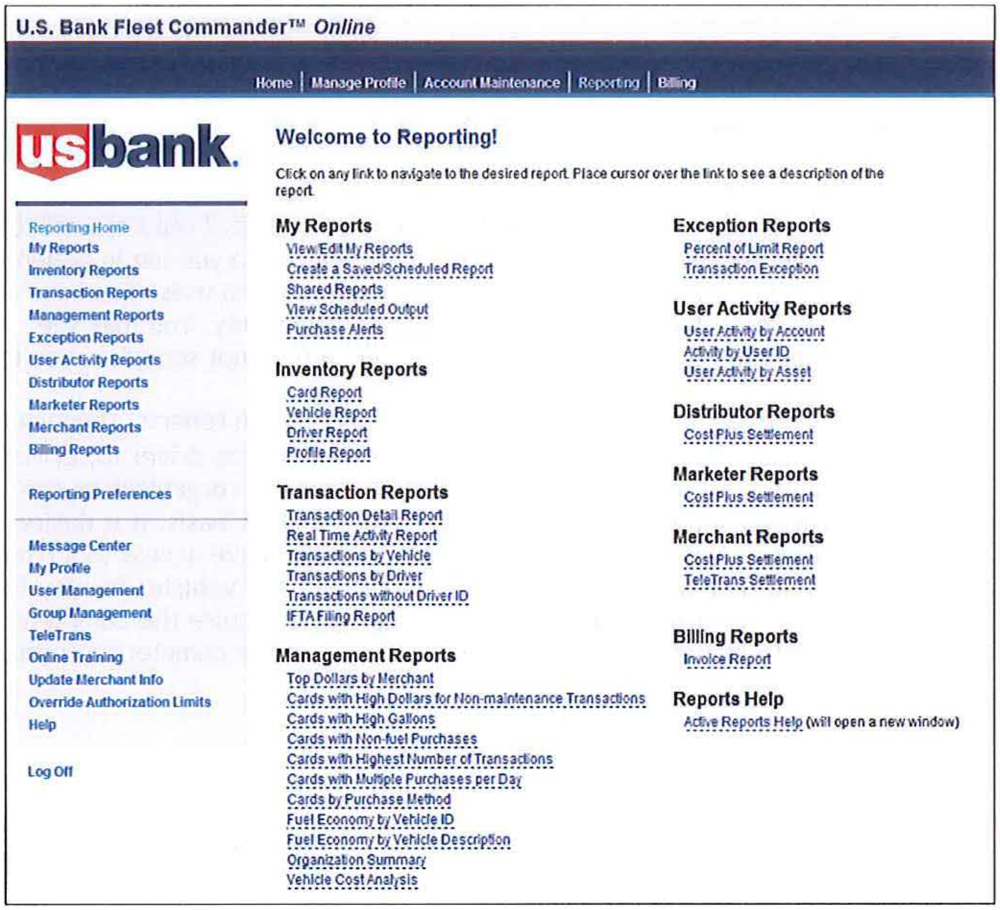
Learn More: For detailed steps on running reports, refer to the *Create, Schedule, and Share Reports* user guide.

This user guide contains information about all standard reports available in Fleet Commander® *Online*. The reports you see when you log in depend on your access rights and the functions your organization uses. You have access to the reports that pertain to your business needs only. You may see references to reports in this user guide that you do not see when you log in.

Tip! If you have access to the system only to run reports, then your organization may have set up your reports to mask the driver ID, driver PIN, or vehicle ID in reports. This measure ensures that your organization can protect this sensitive information on a secure, need-to-know basis, if it desires. If your organization masks these numbers, then you have access to a truncated number so that you can still identify the drivers and vehicles for day-to-day management purposes. Only fleet managers who require the complete numbers to manage your program have access to the complete information.

Report Categories

Once you are in the reporting function, you will notice that the system groups the reports into categories. For a description of each category, refer to the table on the next page.



Report Category Descriptions

The reports in Fleet Commander® *Online* are organized in logical categories so that you can easily find the report you want to run.

Look in this category...	For information on...
My Reports	Reports you have selected to save, schedule, and share
Inventory Reports	Listings of cards, vehicles and drivers in your program
Transaction Reports	Detailed information on every transaction, including special reports sorted by vehicle, driver or card
Management Reports	Analysis of card usage, top merchants, fuel economy and cost analysis that help you manage your program and support vendor relationships
Exception Reports	Information on card limit usage and program exceptions (e.g., lost/stolen, excessive vehicle fuel capacity) that help you manage your program compliance
User Activity Reports	Detailed history on card, driver, vehicle and purchase order creation and maintenance activities that help you keep track of who is making changes to your system and what kinds of changes they are making
Billing Reports	Information on all your program's transactions for a specific cycle, including the amount you owe

Inventory Reports

Inventory reports provide you with complete listings of the cards, vehicles or drivers in your program to assist you in monitoring and managing your fleet program.

You can use these reports to get an overall picture of the cards, vehicles, or drivers in your program. You can also refine the data you include in your report so that you can get a picture of specific information about the cards, vehicles or drivers. For example, you can filter the report to include only cards terminated between January 2012 and June 2012 that are tied to a vehicle and that have activity in the last 30 days.

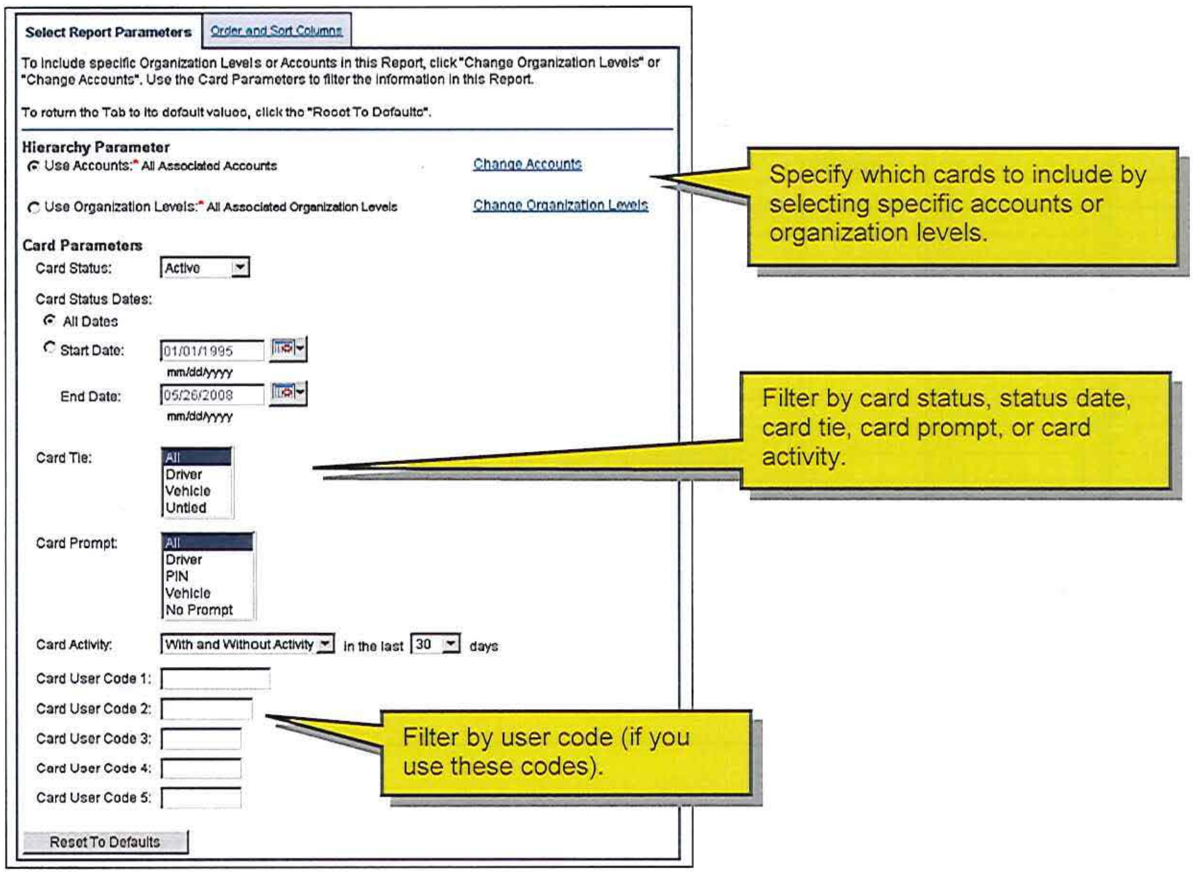
You can use this information to actively manage your program and identify possible program issues that need your attention.

For each report, you can select to filter the report to include only cards, vehicles, or drivers associated with one or more specific accounts or one or more specific organization level positions. You can also filter by status, including all, active or terminated. For example, you can select to include only active cards or only terminated drivers. To supplement this filter, you can specify a date range. For example, you can include only cards active from January 1, 2012, to March 31, 2012. Each report also has report-specific filters that let you pinpoint only the information you need to manage your program.

Card Report

Purpose: The *Card* report gives you a complete listing, configured as you need it, of the cards in your fleet program.

Sample Parameter Screen



Sample Card Listing Report

Card Listing Report
Report Date: 05/29/2008

Account Name	Account Number	Card ID	Card Status	Card Status Date	Card Tie To	Prompt Id Type	Restriction Code	Purchase Limit per Billing Cycle
A & J ENTERPRISES	869128405	900078	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900079	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900081	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900083	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900084	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900086	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900087	ACTIVE	05/01/2006		P	30	0
A & J ENTERPRISES	869128405	900088	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900089	ACTIVE	05/01/2006		P	30	0
A & J ENTERPRISES	869128405	900091	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900092	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900093	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900095	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900096	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900097	ACTIVE	05/01/2006		D	30	0
A & J ENTERPRISES	869128405	900175	ACTIVE	05/01/2006	065546	D	31	0
A & J ENTERPRISES	869128405	900177	ACTIVE	05/01/2006	098765	D	30	0
A & J ENTERPRISES	869128405	900183	ACTIVE	05/01/2006	674346		21	0
A & J ENTERPRISES	869128405	900187	ACTIVE	05/01/2006	347347	D	31	0
A & J ENTERPRISES	869128405	900188	ACTIVE	05/01/2006	835656	D	31	0

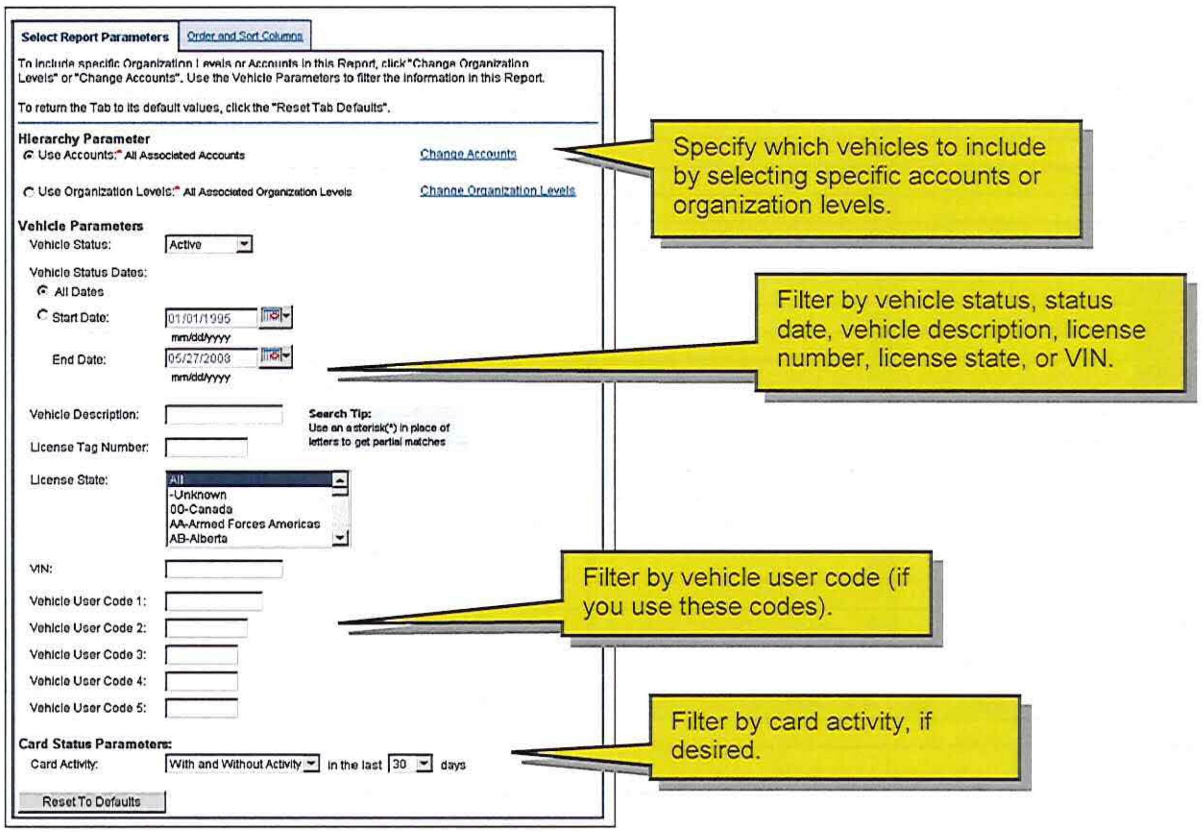
Sample Card Listing Report (Continued)

Status Date	Card Tie To	Prompt Id Type	Restriction Code	Purchase Limit per Billing Cycle	H/S	Dollar Limit per Billing Cycle	H/S	Purchase Limit per Day	H/S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		P	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		P	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006		D	30	0		3000.00	S	10	S
/2006	065546	D	31	0		1000.00	S	3	S
/2006	098765	D	30	0		1000.00	S	3	S
/2006	674346		21	0		1000.00	S	3	S
/2006	347347	D	31	0		1000.00	S	3	S
/2006	835656	D	31	0		1000.00	S	3	S
/2006	568565	D	31	0		1000.00	S	3	S
[illegible]	002495	D	[illegible]	[illegible]		[illegible]	[illegible]	3	S

Vehicle Report

Purpose: The *Vehicle* report gives you a complete listing, configured as you need it, of the vehicles in your fleet program.

Sample Parameter Screen



Sample Vehicle Listing Report

Vehicle Listing Report
Report Date 05/29/2008

Account Number	Account Name	Vehicle ID	Vehicle Status Description	Vehicle Status Date	Vehicle Identification Number	Vehicle Description	Li
869128405	A & J ENTERPRISES	000001	ACTIVE	06/05/2007			TE
869128405	A & J ENTERPRISES	000005	ACTIVE	08/22/2005			
869128405	A & J ENTERPRISES	000225	ACTIVE	05/11/2008	982743FJS890USD90	04 BMW COL3 514	
869128405	A & J ENTERPRISES	000392	ACTIVE	08/09/2007	1KGLF587464F9S423	DUMP T	2
869128405	A & J ENTERPRISES	000555	ACTIVE	07/21/2004	NOV 17 COL 2		
869128405	A & J ENTERPRISES	000998	ACTIVE	03/15/2007		TESTCOL0715	
869128405	A & J ENTERPRISES	001001	ACTIVE	12/19/2005			
869128405	A & J ENTERPRISES	001234	ACTIVE	11/19/2004		1008	
869128405	A & J ENTERPRISES	002002	ACTIVE	02/17/2004		MARCH10	
869128405	A & J ENTERPRISES	002222	ACTIVE	08/09/2007	4444444444	9999999999	AA
869128405	A & J ENTERPRISES	002365	ACTIVE	11/09/2006		DSAC	
869128405	A & J ENTERPRISES	002495	ACTIVE	04/14/2005		TEST 08192007	TE
869128405	A & J ENTERPRISES	003293	ACTIVE	05/12/2005	KSJFOWJF0FJ2	2001 CHEVAN06.30	S
869128405	A & J ENTERPRISES	003325	ACTIVE	08/29/2005	TESTMSDEO	CARD2	M
869128405	A & J ENTERPRISES	003495	ACTIVE	06/08/2007	99876543456	CORVETTE	1
869128405	A & J ENTERPRISES	004566	ACTIVE	11/15/2006			G
869128405	A & J ENTERPRISES	005286	ACTIVE	02/25/2008			1
869128405	A & J ENTERPRISES	005438	ACTIVE	09/08/2005	ASDF108349LIJ1234	05 FORD	W
869128405	A & J ENTERPRISES	005519	ACTIVE	03/29/2005		4.5.7.0 COL 4 TL	A
869128405	A & J ENTERPRISES	005555	ACTIVE	03/29/2005		06.02.06-COL1	
869128405	A & J ENTERPRISES	005561	ACTIVE	03/29/2005			Y
869128405	A & J ENTERPRISES	006543	ACTIVE	03/30/2005			1

Sample Vehicle Listing Report (Continued)

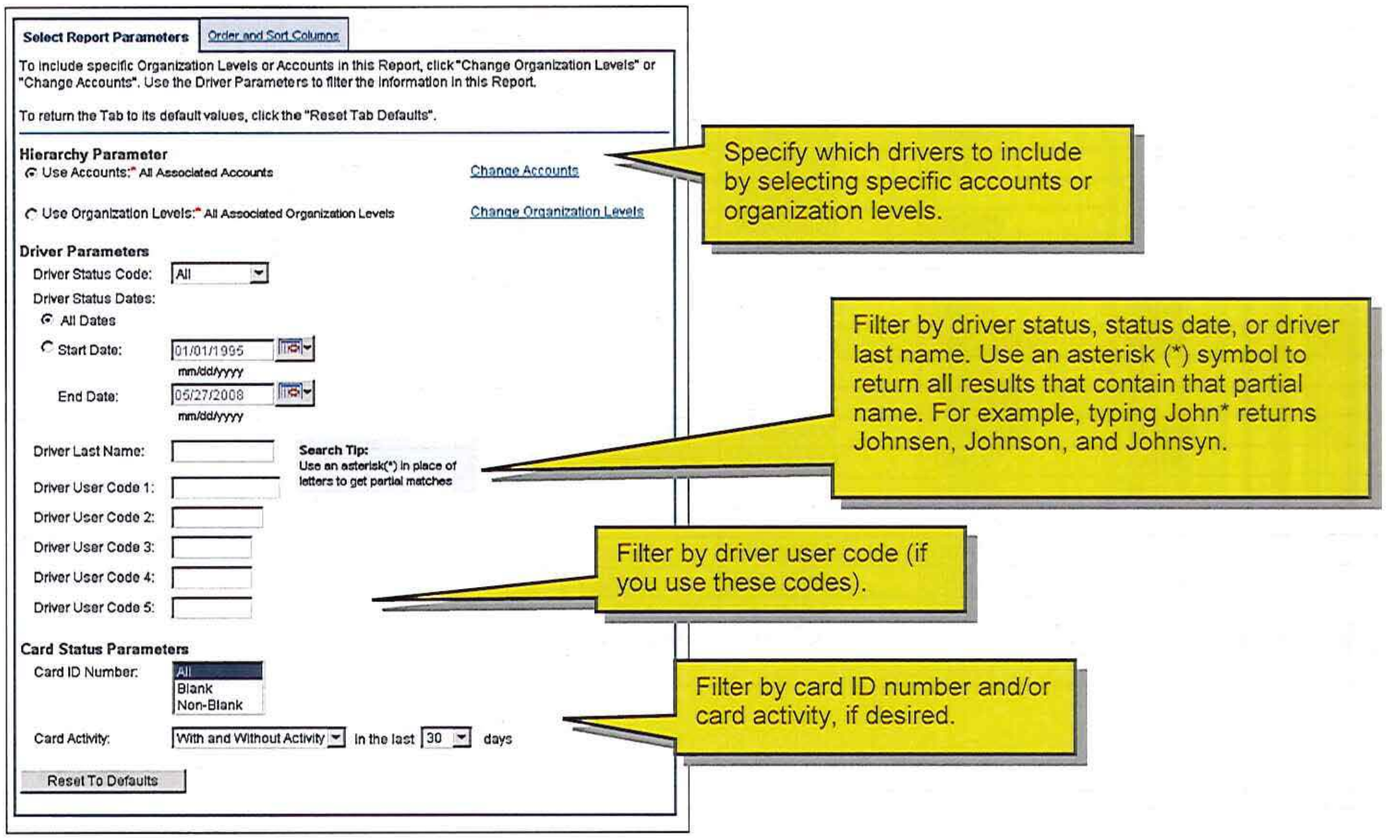
Vehicle Listing Report
Report Date 05/29/2008

Name	Vehicle ID	Vehicle Status Description	Vehicle Status Date	Vehicle Identification Number	Vehicle Description	License Number	License State
PRISES	000001	ACTIVE	06/05/2007			TEST4DAVE	
PRISES	000005	ACTIVE	08/22/2005				
PRISES	000225	ACTIVE	05/11/2008	982743FJS890USD90	04 BMW COL3 514		
PRISES	000392	ACTIVE	08/09/2007	1KGLF587464F9S423	DUMP T	25874WA	WA
PRISES	000555	ACTIVE	07/21/2004	NOV 17 COL 2			
PRISES	000998	ACTIVE	03/15/2007		TESTCOL0715		
PRISES	001001	ACTIVE	12/19/2005				
PRISES	001234	ACTIVE	11/19/2004		1008		
PRISES	002002	ACTIVE	02/17/2004		MARCH10		
PRISES	002222	ACTIVE	08/09/2007	4444444444	9999399999	AAAA	WA
PRISES	002365	ACTIVE	11/09/2006		DSAC		
PRISES	002495	ACTIVE	04/14/2005		TEST 08192007	TESTCARD2	AL
PRISES	003293	ACTIVE	05/12/2005	KSJFOWJF0FJ2	2001 CHEVAN06.30	SJDFD	
PRISES	003325	ACTIVE	08/29/2005	TESTMSDEO	CARD2	MSDEO	
PRISES	003495	ACTIVE	06/08/2007	99876543456	CORVETTE	123SUN	FL
PRISES	004566	ACTIVE	11/15/2006			GHJK	
PRISES	005286	ACTIVE	02/25/2008			125GMD	WA
PRISES	005438	ACTIVE	09/08/2005	ASDF108349LIJ1234	05 FORD	WFN 321	
PRISES	005519	ACTIVE	03/29/2005		4.5.7.0 COL 4 TL	AC 6593	
PRISES	005555	ACTIVE	03/29/2005		06.02.06-COL1		
PRISES	005561	ACTIVE	03/29/2005			YUH217	
PRISES	006543	ACTIVE	03/30/2005			1WE YT5	

Driver Listing Report

Purpose: The *Driver Listing* report gives you a complete listing, configured as you need it, of the drivers in your fleet program.

Sample Parameter Screen

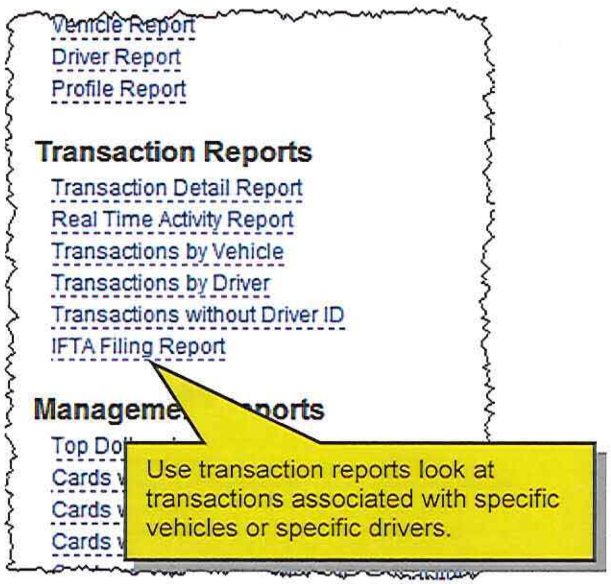


Sample Driver Listing Report

Driver Listing Report
Report Date: 05/29/2008

Account Number	Account Name	Driver ID	Driver Status	Driver Status Date	Driver Last Name	Driver First Name	Driver Middle Initial
869128405	A & J ENTERPRISES	000007	TERMINATED	04/10/2008	BOND	JAMES	
869128405	A & J ENTERPRISES	000123	ACTIVE	06/05/2007	COLLEY	AMBER	
869128405	A & J ENTERPRISES	001234	ACTIVE	08/23/2006	JONES	BOB	
869128405	A & J ENTERPRISES	001235	TERMINATED	09/18/2007	JONES	BOB	
869128405	A & J ENTERPRISES	001573	TERMINATED	06/13/2006	DELL	M	
869128405	A & J ENTERPRISES	001980	TERMINATED	09/19/2005	MIRZA	SARAH	
869128405	A & J ENTERPRISES	002032	TERMINATED	03/29/2005	SIMMONS	BLAINE	A
869128405	A & J ENTERPRISES	002167	ACTIVE	05/12/2004	ROLLINS	ED	
869128405	A & J ENTERPRISES	002358	ACTIVE	09/21/2006	02358	8C	
869128405	A & J ENTERPRISES	002558	ACTIVE	05/21/2008	BRUTTELL	ADAM	M
869128405	A & J ENTERPRISES	004056	TERMINATED	02/26/2007	SMITH	JOHN	
869128405	A & J ENTERPRISES	004574	ACTIVE	07/14/2005	22	JULY	
869128405	A & J ENTERPRISES	004744	TERMINATED	08/25/2004	JOHNSON	BOBBY	
869128405	A & J ENTERPRISES	004884	ACTIVE	05/31/2006	RENEE	TODD	
869128405	A & J ENTERPRISES	005003	ACTIVE	03/16/2004		45345	
869128405	A & J ENTERPRISES	005007	ACTIVE	01/08/2004	TEST1	JULY 22	
869128405	A & J ENTERPRISES	005519	ACTIVE	11/08/2005	BOND	REGGIE	
869128405	A & J ENTERPRISES	005666	ACTIVE	09/18/2007	BUTLER	CEDRIC	
869128405	A & J ENTERPRISES	006757	ACTIVE	07/03/2007	CALLOWAY	RYAN	E
869128405	A & J ENTERPRISES	006789	ACTIVE	12/05/2007	TAFF	STEPHEN	T
869128405	A & J ENTERPRISES	007777	ACTIVE	05/12/2004	FROMKATY	KATIE	
869128405	A & J ENTERPRISES	007851	ACTIVE	05/12/2004	BARBER	TINA	L

Transaction Reports



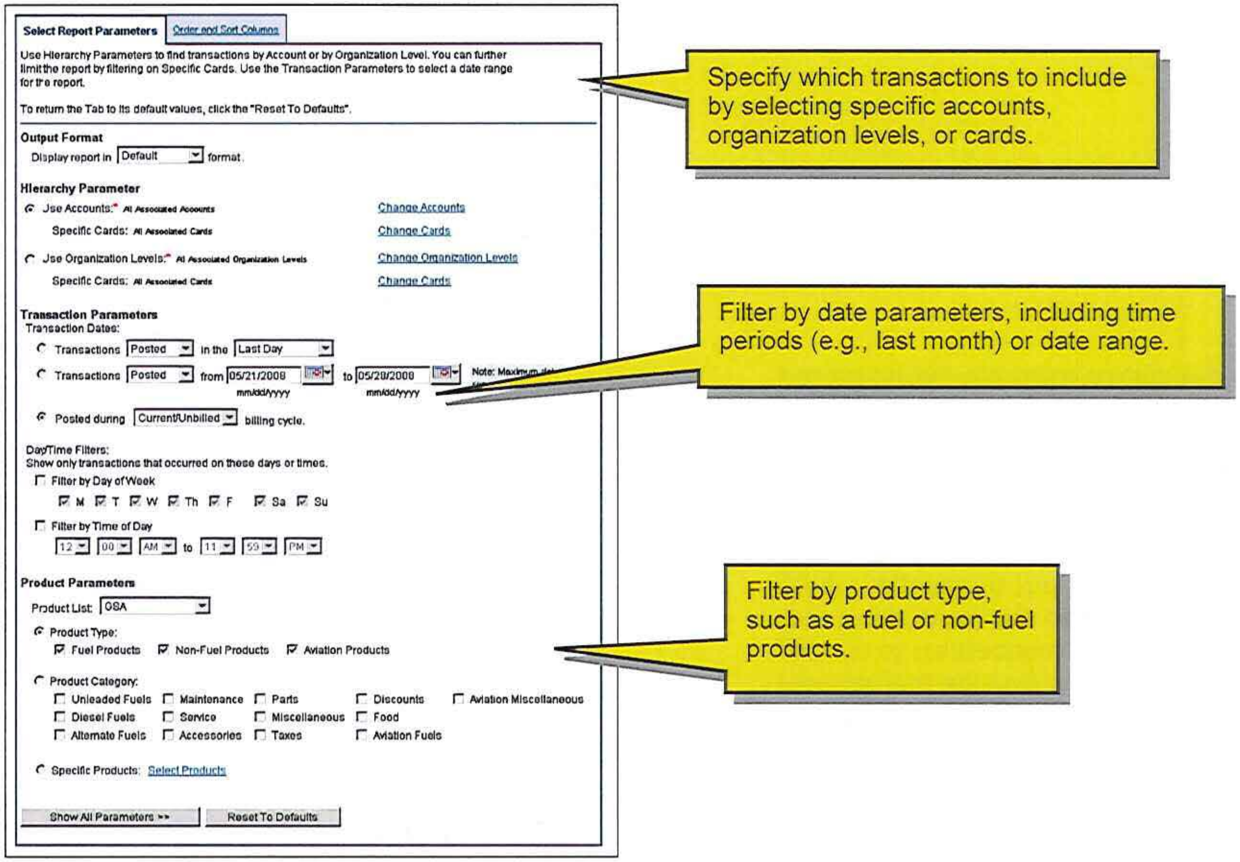
The transaction reports in Fleet Commander® *Online* let you monitor and actively manage your program by giving you a picture of transactions associated with specific vehicles or specific drivers. You can include all transactions or filter your report to pinpoint the information you need.

For example, you can run a report that gives you only transactions associated to a specific account and card that had non-fuel transactions in the last month on Saturday and Sunday. Or, you can run a report that includes only transactions for three specific vehicles with transactions that posted during the current/unbilled cycle.

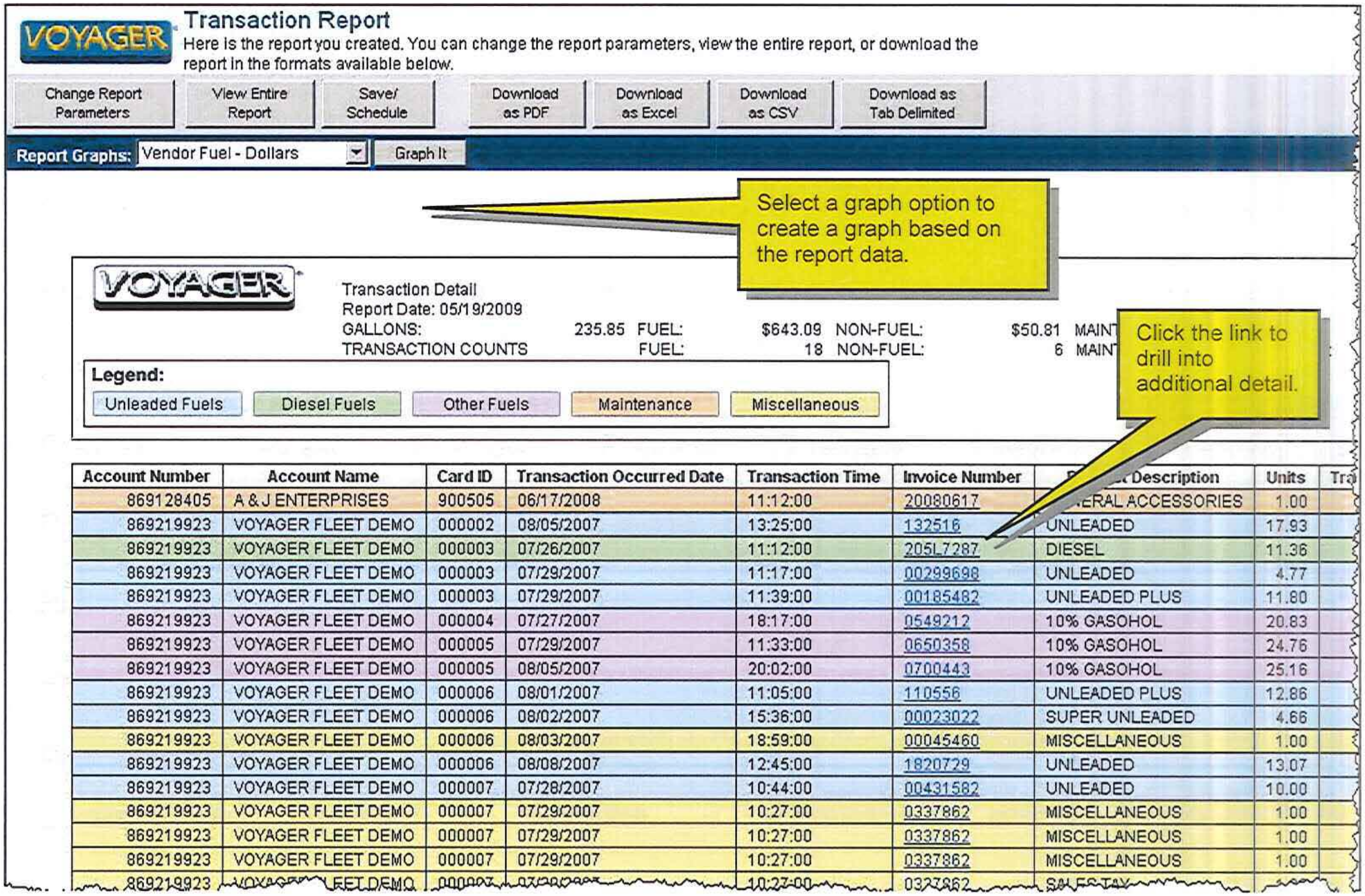
Transaction Detail Report

Purpose: The *Transaction Detail* report gives you a comprehensive picture of the transactions in your program. You can include all transactions, or filter the transactions by multiple parameters to get the information you need.

Sample Parameter Screen



Sample Transaction Detail Report



VOYAGER

Transaction Report

Here is the report you created. You can change the report parameters, view the entire report, or download the report in the formats available below.

Change Report Parameters | View Entire Report | Save/ Schedule | Download as PDF | Download as Excel | Download as CSV | Download as Tab Delimited

Report Graphs: Vendor Fuel - Dollars | Graph It

VOYAGER

Transaction Detail
Report Date: 05/19/2009
GALLONS: 235.85 FUEL: $643.09 NON-FUEL: $50.81 MAIN
TRANSACTION COUNTS FUEL: 18 NON-FUEL: 6 MAIN

Legend:
Unleaded Fuels | Diesel Fuels | Other Fuels | Maintenance | Miscellaneous

Account Number	Account Name	Card ID	Transaction Occurred Date	Transaction Time	Invoice Number	[illegible] Description	Units	Tra
869128405	A & J ENTERPRISES	900505	06/17/2008	11:12:00	20080617	[illegible]ERAL ACCESSORIES	1.00	
869219923	VOYAGER FLEET DEMO	000002	08/05/2007	13:25:00	132516	UNLEADED	17.93	
869219923	VOYAGER FLEET DEMO	000003	07/26/2007	11:12:00	205L7287	DIESEL	11.36	
869219923	VOYAGER FLEET DEMO	000003	07/29/2007	11:17:00	00299698	UNLEADED	4.77	
869219923	VOYAGER FLEET DEMO	000003	07/29/2007	11:39:00	00185482	UNLEADED PLUS	11.80	
869219923	VOYAGER FLEET DEMO	000004	07/27/2007	18:17:00	0549212	10% GASOHOL	20.83	
869219923	VOYAGER FLEET DEMO	000005	07/29/2007	11:33:00	0650358	10% GASOHOL	24.76	
869219923	VOYAGER FLEET DEMO	000005	08/05/2007	20:02:00	0700443	10% GASOHOL	25.16	
869219923	VOYAGER FLEET DEMO	000006	08/01/2007	11:05:00	110556	UNLEADED PLUS	12.86	
869219923	VOYAGER FLEET DEMO	000006	08/02/2007	15:36:00	00023022	SUPER UNLEADED	4.66	
869219923	VOYAGER FLEET DEMO	000006	08/03/2007	18:59:00	00045460	MISCELLANEOUS	1.00	
869219923	VOYAGER FLEET DEMO	000006	08/08/2007	12:45:00	1820729	UNLEADED	13.07	
869219923	VOYAGER FLEET DEMO	000007	07/28/2007	10:44:00	00431582	UNLEADED	10.00	
869219923	VOYAGER FLEET DEMO	000007	07/29/2007	10:27:00	0337862	MISCELLANEOUS	1.00	
869219923	VOYAGER FLEET DEMO	000007	07/29/2007	10:27:00	0337862	MISCELLANEOUS	1.00	
869219923	VOYAGER FLEET DEMO	000007	07/29/2007	10:27:00	0337862	MISCELLANEOUS	1.00	
869219923	[illegible]	[illegible]	[illegible]	10:27:00	0337862	SALES TAX	[illegible]	

Sample Transaction Detail Report (Continued)

s	Transaction Line Amount	Participant Name	Merchant Name	Merchant Address	Merchant City	Merchant State	Merchant Z
0	5.00	VOYAGER FLEET SYSTEM	VOYAGER FEE	VOYAGER OVERNIGHT CARD	HOUSTON	TX	77079
3	47.15	CONOCOPHILLIPS INC	THURSTON BEVERAGE	800 E PARKER	PLANO	TX	75074
6	30.68	FLYING J INC	ROCK HILL, SC TRUCKSTOP	2435 MOUNT HOLLY RD	ROCK HILL	SC	29730-000
7	13.17	EXXONMOBIL	M J HUGHES	JIM BOLTON BLVD I-95 &	SAINT GEORGE	SC	29477-000
0	31.37	PILOT OIL CORP	PILOT #60	2064 HOMESTEAD RD	BOWMAN	SC	29018
3	60.00	SHELL/EQUIVA SERVICE	PREMIER PETROLEUM INC	1095 DULUTH HWY	LAWRENCEVILLE	GA	30043
6	68.08	SHELL/EQUIVA SERVICE	JAA STAR INC	1703 FRY ROAD	KATY	TX	77449-000
6	67.93	SHELL/EQUIVA SERVICE	LANDMARK INDUSTRIES LTD	1402 SOUTH ELDRIDGE	HOUSTON	TX	77077
6	36.00	CONOCOPHILLIPS INC	AMBER FOOD MART	802 HWY 6 S	HOUSTON	TX	77079-401
6	14.00	VALERO	S J P PIT STOP	3300 BANKHEAD DR	LITTLE ROCK	AR	72206-000
0	37.34	VALERO	VALERO 1432	1546 N WESTGREEN BLVD	KATY	TX	77449-506
7	40.50	SHELL/EQUIVA SERVICE	POWELL CHRISTENSEN INC	2600 SPARKS RD	EASTON	WA	98925
0	27.32	VALERO	VALERO 2349	1893 BARKER CYPRESS	HOUSTON	TX	77084-000
0	2.22	CHEVRONTEXACO INC	PARKWOOD CHEVRON	1635 BARKER CYPRESS	HOUSTON	TX	77084-000
0	1.59	CHEVRONTEXACO INC	PARKWOOD CHEVRON	1635 BARKER CYPRESS	HOUSTON	TX	77084-000
0	2.29	CHEVRONTEXACO INC	PARKWOOD CHEVRON	1635 BARKER CYPRESS	HOUSTON	TX	77084-000
0	[illegible]	CHEVRONTEXACO INC	PARKWOOD CHEVRON	1635 BARKER CYPRESS	HOUSTON	TX	77084-000

Sample Transaction Detail Report (Continued)

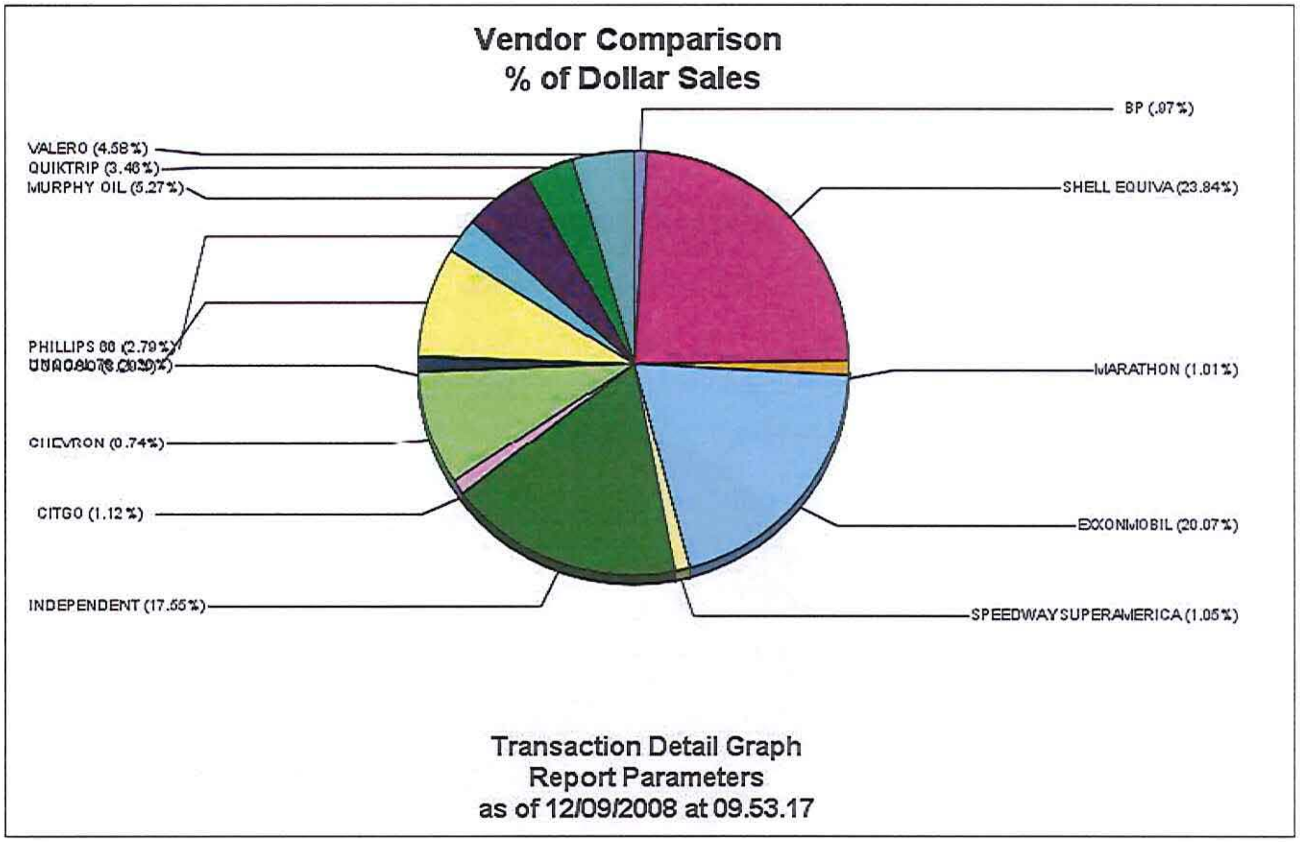
Prompt Type	Vehicle ID	Driver ID	Actual Odometer	Type of Sale Description	Transaction Exception Description 1	Transaction Exception Description 2	Transact
PIN	030175	000000		Manual	Product Variance	Full Service	
DRIVER	001002	123456	637	Inside Electronic	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
DRIVER	001003	000000	0	Inside Electronic	Product Variance		
DRIVER	001003	001115	114905	Inside Electronic	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
DRIVER	001003	001115	114924	At the Pump	Product Variance	Pattern Discrepancy on Vehicle	Pattern D
DRIVER	001004	080262	31434	At the Pump	Product Variance	Pattern Discrepancy on Vehicle	Pattern D
DRIVER	001005	002208	54835	At the Pump	Product Variance	Pattern Discrepancy on Vehicle	Pattern D
DRIVER	001005	002208	55181	At the Pump	Product Variance	Excessive Vehicle Capacity	Pattern D
DRIVER	001006	003740	72550	At the Pump	Product Variance		
DRIVER	001006	003740	0	At the Pump	Product Variance		
DRIVER	001006	003740		Inside Electronic	Product Variance	Pattern Discrepancy on Vehicle	Pattern D
DRIVER	001006	003740	0	At the Pump			
DRIVER	001007	000818	22495	At the Pump	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
DRIVER	001007	000818	22489	Inside Electronic	Product Variance	Pattern Discrepancy on Vehicle	Pattern D
DRIVER	001007	000818	22489	Inside Electronic	Product Variance	Pattern Discrepancy on Vehicle	Pattern D
DRIVER	001007	000818	22489	Inside Electronic	Product Variance	Pattern Discrepancy on Vehicle	Pattern D
DRIVER	001007	000818	22489	Inside Electronic	Product Variance	Pattern Discrepancy on Vehicle	Pattern D

Sample Transaction Detail Report (Invoice Number Detail)

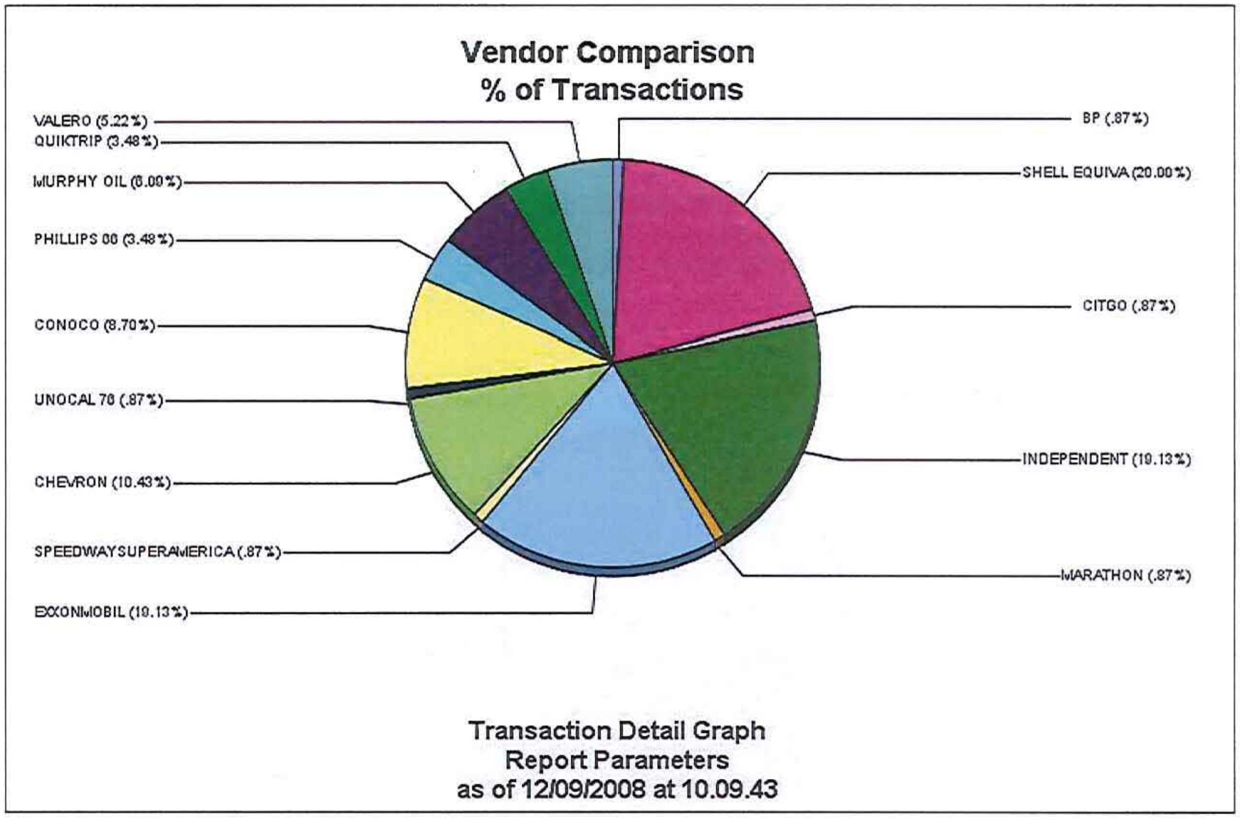
Transaction Sequence Report : 552-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/07/2008	**Primary SFT:**	.00	**Net Purchase:**	52.90
Time:	08:07:00	**Secondary SFT:**	.00	**Location Name:**	
Driver No:	123456	**State Sales Tax:**	.00	**Driver Code 1:**	051 971 2213
Driver Name:	HOLMES,MIKE	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	FIFTH THIRD BANK/MPS (MP)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	KROGER FUEL #7563	**Vehicle Code 1:**	RMH	**Driver Code 4:**	
Address:	4017 14TH ST	**Vehicle Code 2:**	HOLMES	**Driver Code 5:**	
City:	PLANO	**Vehicle Code 3:**		**Card Code 1:**	HO-TX-BASE
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	75074-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	07460010	**Location No:**	4445091123364	**Card Code 4:**	
Card ID:	000002	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001002	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	07 HONDA PILOT	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	363 YXK	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:	5FNYF28567B039183	**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	10850	**Card Level 5 Text:**	SALES		
Product:	UNLD	**Card Level 6 Text:**			
Units:	15.33	**Card Level 7 Text:**			
Cost Per Unit:	3.451				
Gross Purchase:	52.90				
Except Code 1:	D=Pattern Discrepancy on Vehicle				
Except Code 2:	A=Pattern Discrepancy on Driver				
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	0=Self Service				

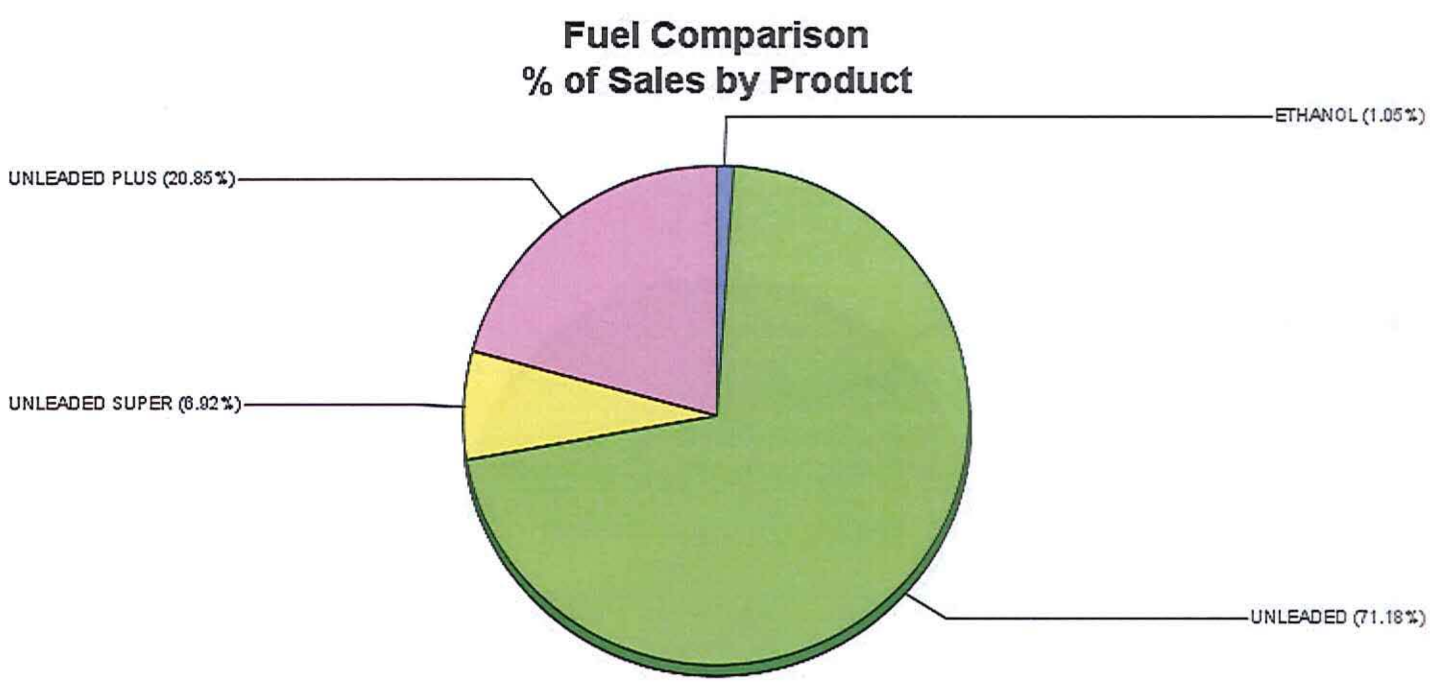
Sample Transaction Detail Graph (Vendor Comparison – Percentage of Dollar Sales)



Sample Transaction Detail Graph (Vendor Comparison – Percentage of Transactions)

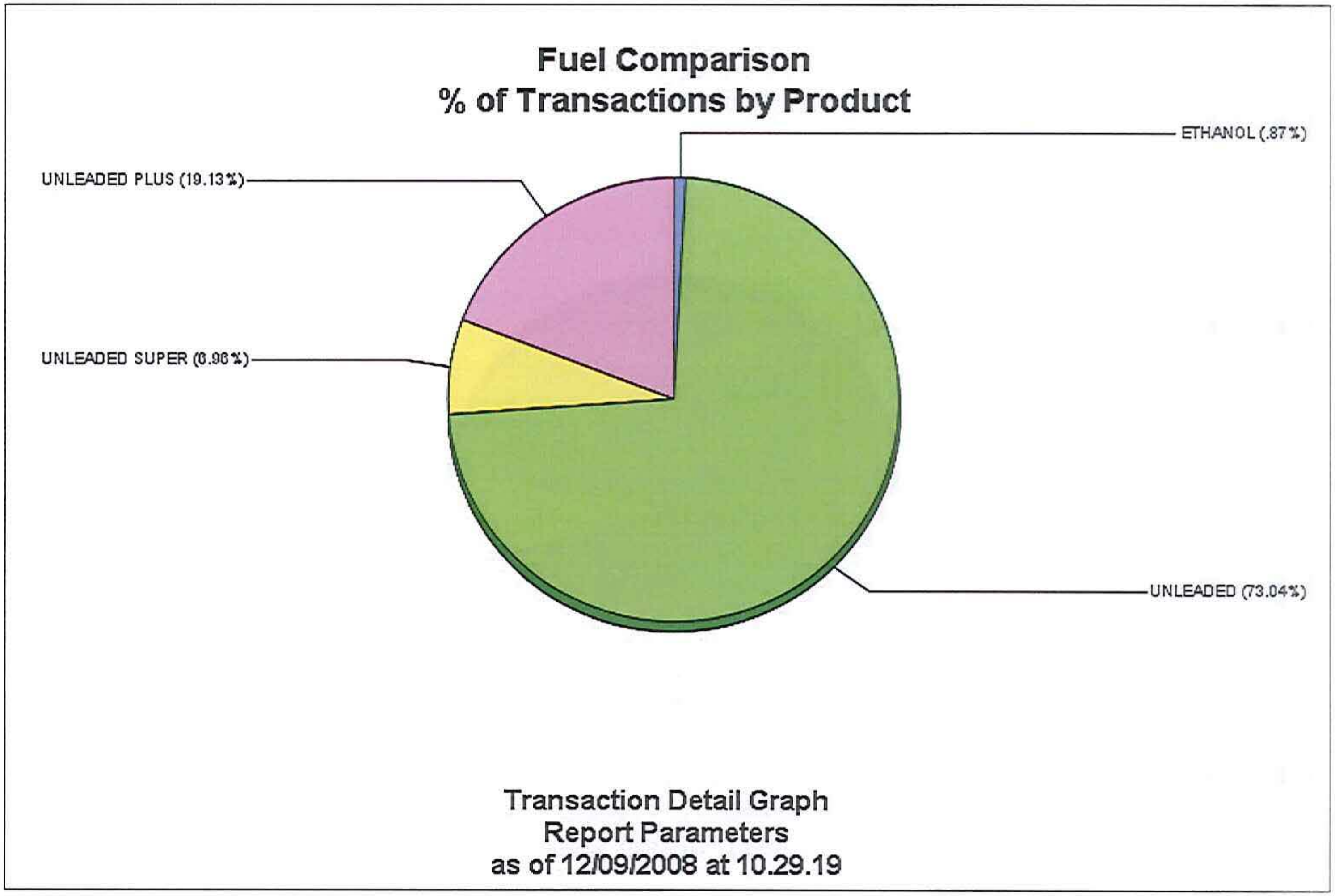


Sample Transaction Detail Graph (Fuel Comparison – Percentage of Sales by Product)



Transaction Detail Graph
Report Parameters
as of 12/09/2008 at 10.17.30

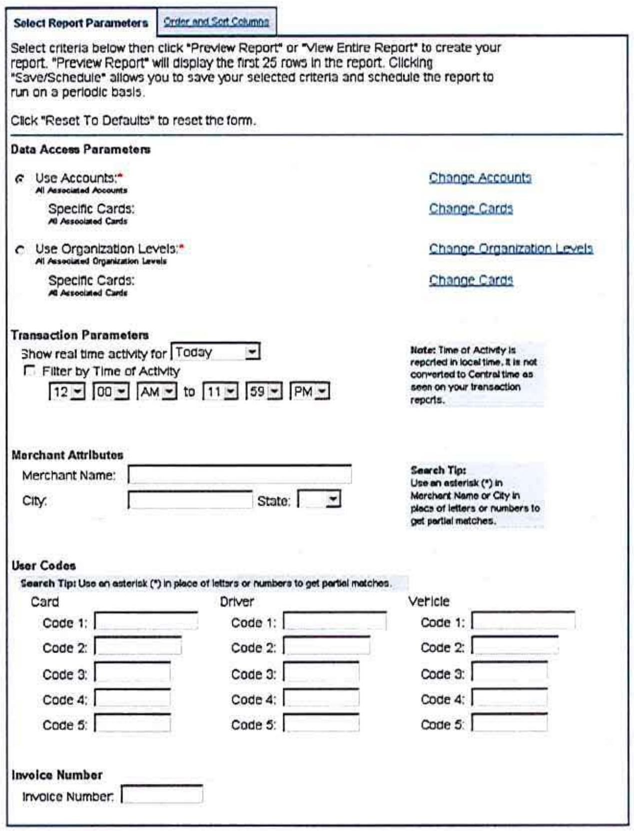
Sample Transaction Detail Graph (Fuel Comparison – Percentage of Transactions by Product)



Real Time Activity Report

Purpose: You can use the real-time activity report to view authorization and completed transaction information by card, driver or vehicle for the last seven days. You can use this information to help you manage your fleet's transaction limits. You can also view transaction information prior to the information posting.

Sample Parameter Screen


Select Report Parameters | Order and Sort Columns

Select criteria below then click "Preview Report" or "View Entire Report" to create your report. "Preview Report" will display the first 25 rows in the report. Clicking "Save/Schedule" allows you to save your selected criteria and schedule the report to run on a periodic basis.

Click "Reset To Defaults" to reset the form.

Data Access Parameters

Use Accounts:* — All Associated Accounts — Change Accounts
Specific Cards: — All Associated Cards — Change Cards
Use Organization Levels:* — All Associated Organization Levels — Change Organization Levels
Specific Cards: — All Associated Cards — Change Cards

Transaction Parameters

Show real time activity for: Today
Filter by Time of Activity
12 : 00 AM to 11 : 59 PM

Note: Time of Activity is reported in local time. It is not converted to Central time as seen on your transaction reports.

Merchant Attributes

Merchant Name:
City: State:

Search Tip: Use an asterisk (*) in Merchant Name or City in place of letters or numbers to get partial matches.

User Codes

Search Tip: Use an asterisk (*) in place of letters or numbers to get partial matches.

Card	Driver	Vehicle
Code 1:	Code 1:	Code 1:
Code 2:	Code 2:	Code 2:
Code 3:	Code 3:	Code 3:
Code 4:	Code 4:	Code 4:
Code 5:	Code 5:	Code 5:

Invoice Number

Invoice Number:

Sample Real Time Activity Report

Real Time Authorization Report
Report Date: 10/23/2008

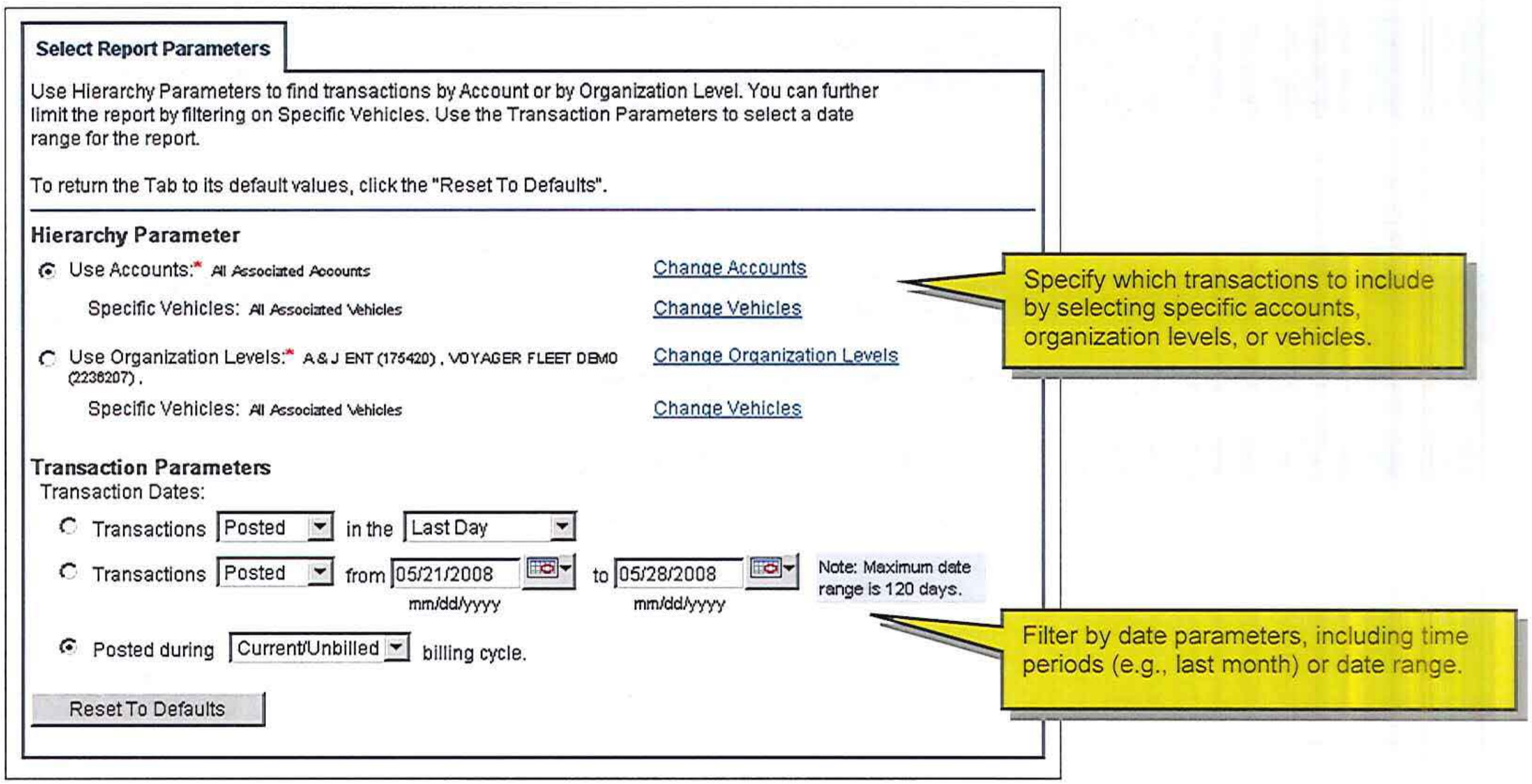
Type of Record	Account Number	Account Name	Card ID	Authorization Date	Authorization Time	Invoice Number	Action Code Description	Autho
AUTH	869219923	VOYAGER FLEET DEMO	000007	10/21/2008	18:14:51		Approved	
AUTH	869219923	VOYAGER FLEET DEMO	000007	10/22/2008	18:43:06		Approved	
AUTH	869219923	VOYAGER FLEET DEMO	000008	10/22/2008	05:24:34		Approved	

Authorization Line Amount	Merchant Name	Merchant City	Merchant State	Prompt Type	Vehicle ID	Driver ID	Actual Odometer	Type of Sale Description
48.08	SUNMART 445	HOUSTON	TX	DRIVER	001007	000818	47666	
9.04	SUNMART 445	HOUSTON	TX	DRIVER	001007	000818	47666	
26.00	DW01B4A12606298	SUGAR LAND	TX	DRIVER	001008	006620	159918	

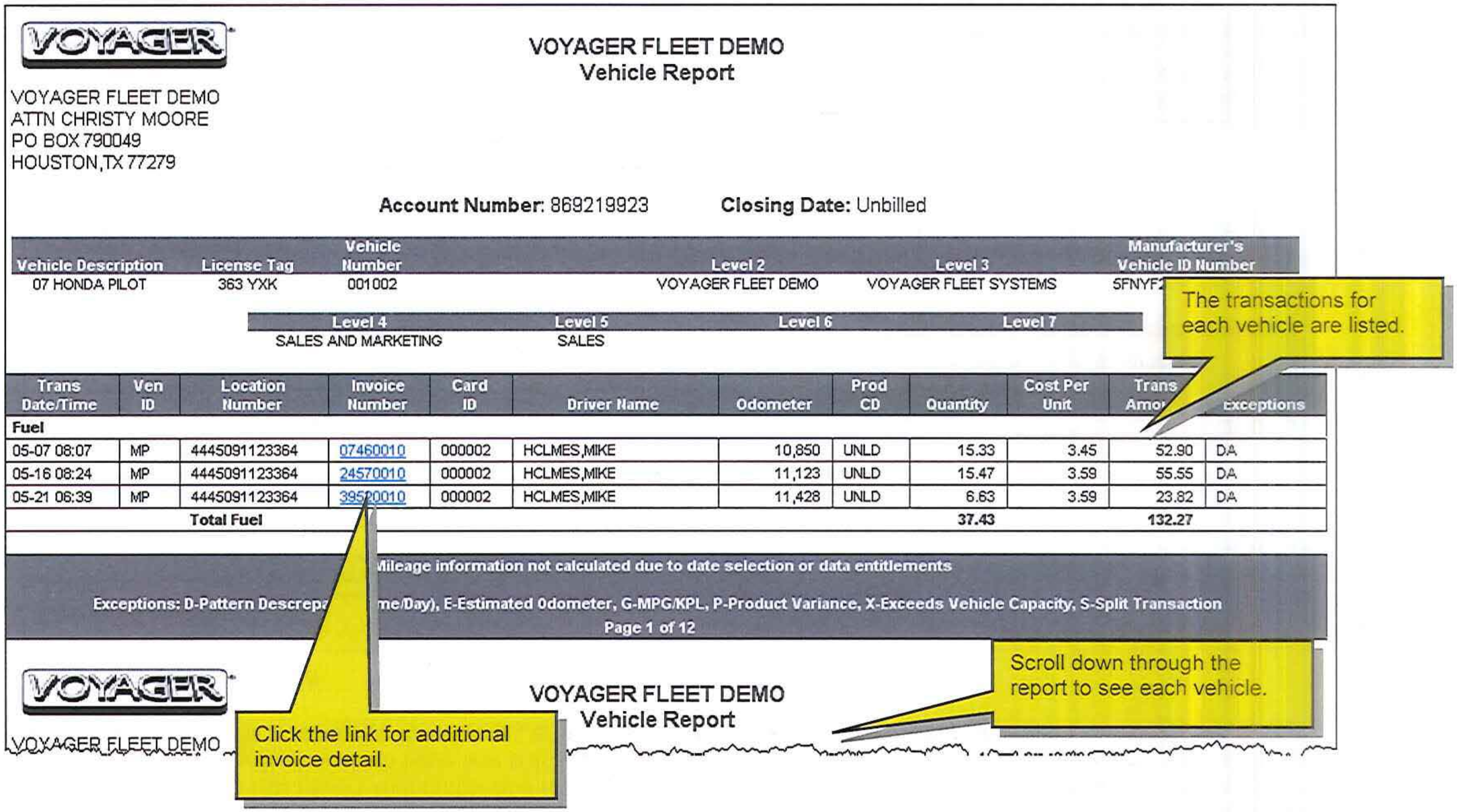
Transactions by Vehicle Report

Purpose: The *Transactions by Vehicle* report gives you transaction information associated with specific vehicles in your program. You can use this report to monitor and manage the card usage for the vehicles in your program, to see which vehicles are used heavily and which have few transactions. You can also use this report to find out which vehicles have a high number of specific transaction types (e.g., a high number of pattern discrepancies between time/day).

Sample Parameter Screen



Sample Transactions by Vehicle Report



VOYAGER FLEET DEMO
Vehicle Report

VOYAGER FLEET DEMO
ATTN CHRISTY MOORE
PO BOX 790049
HOUSTON,TX 77279

Account Number: 869219923 **Closing Date:** Unbilled

Vehicle Description	License Tag	Vehicle Number	Level 2	Level 3	Manufacturer's Vehicle ID Number
07 HONDA PILOT	363 YXK	001002	VOYAGER FLEET DEMO	VOYAGER FLEET SYSTEMS	5FNYF2

Level 4	Level 5	Level 6	Level 7
SALES AND MARKETING	SALES		

Trans Date/Time	Ven ID	Location Number	Invoice Number	Card ID	Driver Name	Odometer	Prod CD	Quantity	Cost Per Unit	Trans Amo	Exceptions
Fuel											
05-07 08:07	MP	4445091123364	07460010	000002	HCLMES,MIKE	10,850	UNLD	15.33	3.45	52.90	DA
05-16 08:24	MP	4445091123364	24570010	000002	HCLMES,MIKE	11,123	UNLD	15.47	3.59	55.55	DA
05-21 06:39	MP	4445091123364	39520010	000002	HCLMES,MIKE	11,428	UNLD	6.63	3.59	23.82	DA
		Total Fuel						**37.43**		**132.27**	

ileage information not calculated due to date selection or data entitlements

Exceptions: D-Pattern Descrepa me/Day), E-Estimated Odometer, G-MPG/KPL, P-Product Variance, X-Exceeds Vehicle Capacity, S-Split Transaction

Page 1 of 12

VOYAGER FLEET DEMO
Vehicle Report

VOYAGER FLEET DEMO

Sample Transactions by Vehicle Report (Invoice Detail)

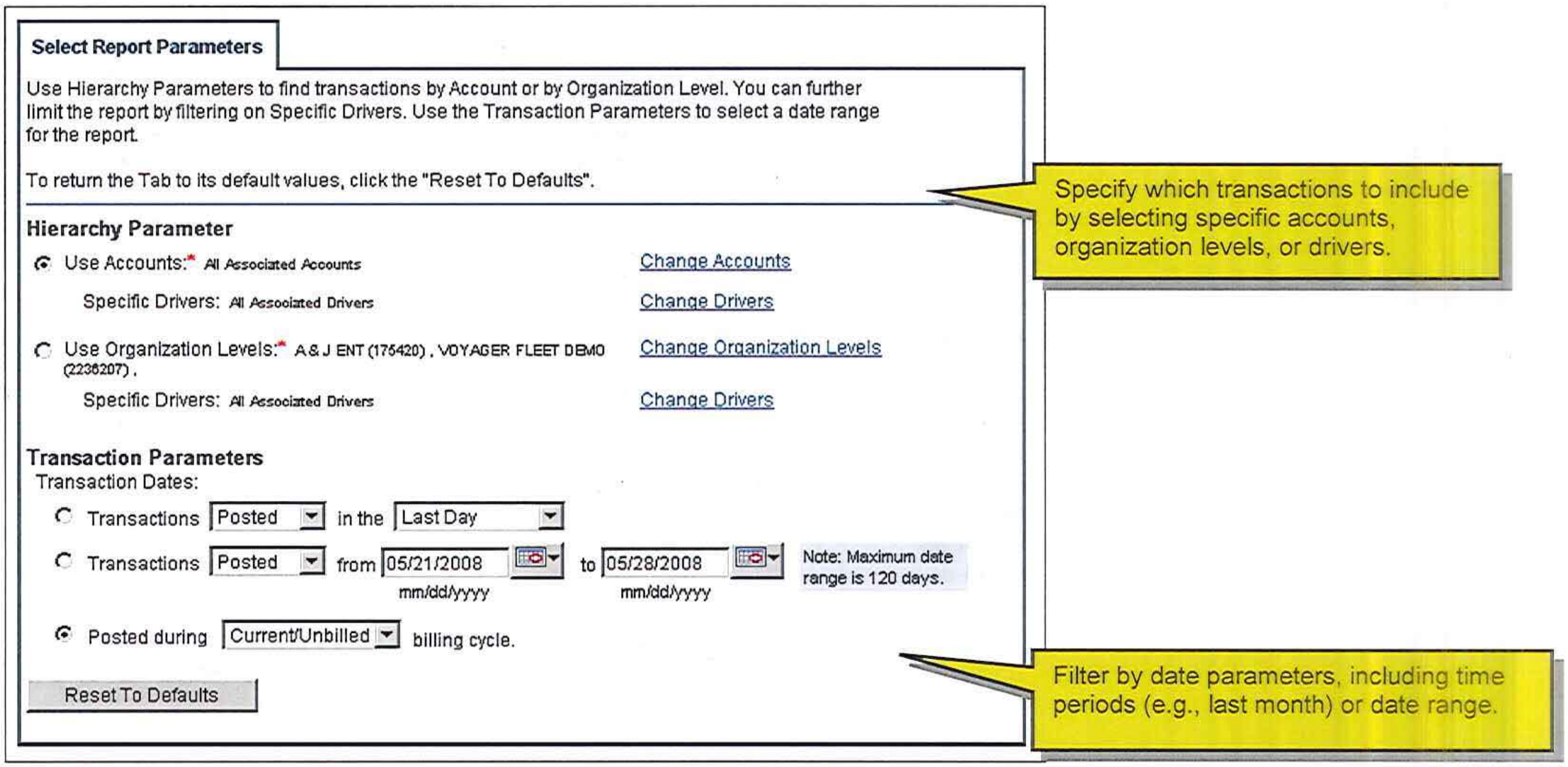
Transaction Sequence Report : 552-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/07/2008	**Primary SFT:**	.00	**Net Purchase:**	52.90
Time:	08:07:00	**Secondary SFT:**	.00	**Location Name:**	
Driver No:	123456	**State Sales Tax:**	.00	**Driver Code 1:**	051 971 2213
Driver Name:	HOLMES,MIKE	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	FIFTH THIRD BANK/MPS (MP)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	KROGER FUEL #7563	**Vehicle Code 1:**	RMH	**Driver Code 4:**	
Address:	4017 14TH ST	**Vehicle Code 2:**	HOLMES	**Driver Code 5:**	
City:	PLANO	**Vehicle Code 3:**		**Card Code 1:**	HO-TX-BASE
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	75074-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	07460010	**Location No:**	4445091123364	**Card Code 4:**	
Card ID:	000002	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001002	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	07 HONDA PILOT	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	363 YXK	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:	5FNYF28567B039183	**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	10850	**Card Level 5 Text:**	SALES		
Product:	UNLD	**Card Level 6 Text:**			
Units:	15.33	**Card Level 7 Text:**			
Cost Per Unit:	3.451				
Gross Purchase:	52.90				
Except Code 1:	D=Pattern Discrepancy on Vehicle				
Except Code 2:	A=Pattern Discrepancy on Driver				
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	0=Self Service				

Transactions by Driver Report

Purpose: The *Transactions by Driver* report gives you transaction information associated with specific drivers in your program. You can use this report to monitor and manage the card usage for the drivers in your program, to see which drivers are heavy users and light users, or to find specific transaction types by driver (e.g., drivers with a high number of estimated odometer transactions, drivers who may have purchased food or super unleaded fuel)

Sample Parameter Screen



Sample Transactions by Driver Report

VOYAGER

VOYAGER FLEET DEMO
Driver Transaction Report

VOYAGER FLEET DEMO
ATTN CHRISTY MOORE
PO BOX 790049
HOUSTON,TX 77279

Account Number: 869219923 **Closing Date:** Unbilled

Driver Number	Driver Name	Level 2	Level 3	Level 4
000818	STULTS HEATHER	VOYAGER FLEET DEMO	VOYAGER FLEET SYSTEMS	SALES AND MARKETING
		Level 5	Level 6	Level 7
		RELATIONSHIP MANAGEMENT		

Trans Date/Time	Ven ID	Location Number	Location	Invoice Number	Card ID	Vehicle Number	Odometer	Prod CD	Quantity	Cost Per Unit	Trans Amount	Excep
Fuel												
05-03 08:37	CH	0302603	1635 BARKER CYPRESS HOUSTON,TX	0351823	000007	001007	47666	UNLD	19.89	3.52	70.00	XDA
05-05 08:00	SH	57541859203	2925 BARKER CYPRESS HOUSTON,TX	0645259	000007	001007	1931	BL10	16.73	3.52	58.89	PDA
05-08 15:49	EM	9667247	3716 GREENHOUSE RD HOUSTON,TX	00500016	000007	001007	47666	UNLD	20.92	3.49	73.01	X
05-15 17:30	CO	10044378	802 HWY 6 S HOUSTON,TX	173016	000007	001007	2290	UNLD	5.51	3.66	20.15	DA
05-18 12:00	EM	9667247	3716 GREENHOUSE RD HOUSTON,TX	00407073	000007	001007	47666	UNLD	21.67	3.60	78.00	XDA
05-20 08:11	VL	00102349	1893 BARKER CYPRESS HOUSTON,TX	00279993	000007	001007	2523	UNLD	16.20	3.66	59.22	DA
05-26 16:31	EM	9667247	3716 GREENHOUSE RD HOUSTON,TX	00408760	000007	001007	47666	UNLD	14.55	3.78	55.00	
			Total Fuel						**115.47**		**414.27**	
			Year-To-Date Totals						**818.81**		**2,531.43**	
Non-Fuel												
05-03 08:36	CH	0302603	1635 BARKER CYPRESS HOUSTON,TX	0351022	000007	001007	47666	MISC	1.00	1.99	1.99	PDA
05-03 08:36	CH	0302603	1635 BARKER CYPRESS HOUSTON,TX	0351822	000007	001007	47666	MISC	1.00	1.49	1.49	PDA
05-03 08:36	CH	0302603	1635 BARKER CYPRESS HOUSTON,TX	0351822	000007	001007	47666	MISC	1.00	7.99	7.99	PDA
05-03 08:36	CH	0302603	1635 BARKER CYPRESS HOUSTON,TX	[illegible]	000007	001007	47666	MISC	1.00	1.99	1.99	PDA
05-03 08:36	CH	0302603	1635 BARKER CYPRESS HOUSTON,TX	[illegible]	000007	001007	47666	STAX	1.00	.95	.95	PDA

Click the link for additional invoice detail.

Sample Transactions by Driver Report (Invoice Detail)

VOYAGER

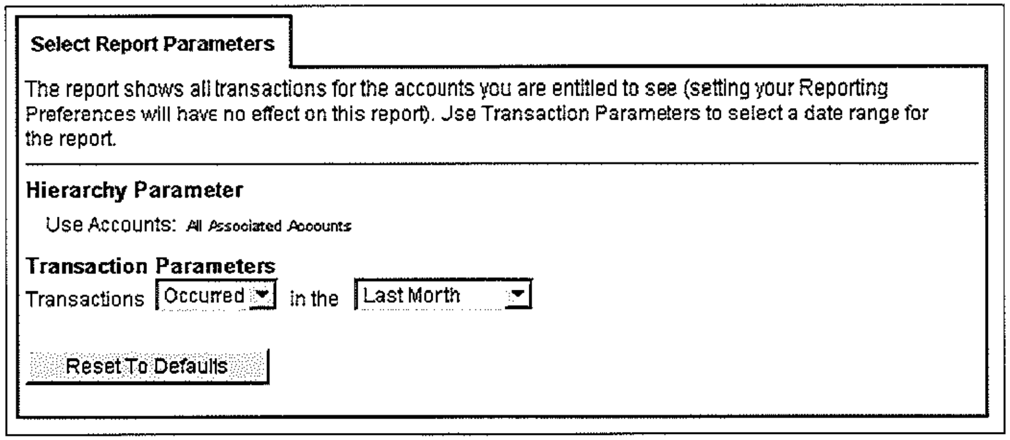
Transaction Sequence Report : 541-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/03/2008	**Primary SFT:**	.00	**Net Purchase:**	70.00
Time:	08:37:00	**Secondary SFT:**	.00	**Location Name:**	CHEVRON 0302603
Driver No:	000818	**State Sales Tax:**	.00	**Driver Code 1:**	051 000 1100
Driver Name:	STULTS,HEATHER	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	CHEVRONTEXACO INC (CH)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	PARKWOOD CHEVRON	**Vehicle Code 1:**	DCM	**Driver Code 4:**	
Address:	1635 BARKER CYPRESS	**Vehicle Code 2:**	STULTS	**Driver Code 5:**	
City:	HOUSTON	**Vehicle Code 3:**		**Card Code 1:**	EX-TX-HOUS
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	77084-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	0351823	**Location No:**	0302603	**Card Code 4:**	
Card ID:	000007	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001007	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	08 NISSAN ALTIMA	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	HBR 553	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:		**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	47666	**Card Level 5 Text:**	RELATIONSHIP MANAGEMENT		
Product:	UNLD	**Card Level 6 Text:**			
Units:	19.89	**Card Level 7 Text:**			
Cost Per Unit:	3.519				
Gross Purchase:	70.00				
Except Code 1:	X=Excessive Vehicle Capacity				
Except Code 2:	D=Pattern Discrepancy on Vehicle				
Except Code 3:	A=Pattern Discrepancy on Driver				
Purchase Method:	8=At the Pump				
Service:	9=Unknown				

IFTA Filing Report

Purpose: The *IFTA Filing* report can help you meet International Fuel Tax Agreement (IFTA) filing requirements for quarterly or annual fuel tax reporting.

Sample Parameter Screen



Sample IFTA Filing Report

For IFTA filing purposes. Cannot be modified
Report Date: 05/29/2008
Date Range: 04/01/2008 - 04/30/2008
State: CA **Account Number:** 869219923 **Account Name:** VOYAGER FLEET DEMO

Merchant Name / Merchant Address	Date	Units	Trans Amount	Product Description/ Supplier Name	Cost Per Unit	Vehicle ID
UNITED EL SEGUNDO, INC.	04/01/2008	12.64	45.00	UNLEADED	3.560	06 SUZUKI FORENZA
3396 ATLANTIC AVE, LONG BEACH, CA, 90807				VOYAGER FLEET DEMO		
PECHANGA PARKWAY VALER	04/29/2008	17.30	67.35	UNLEADED	3.893	06 LINCOLN NAV
30535 TEMECULA PKWY, TEMECULA, CA, 92590-0000				VOYAGER FLEET DEMO		
Total for CA - UNLEADED		29.94	112.35			

Management Reports

You can use the reports in this category to measure and track the key aspects of your fleet program. For example, you can run reports that:

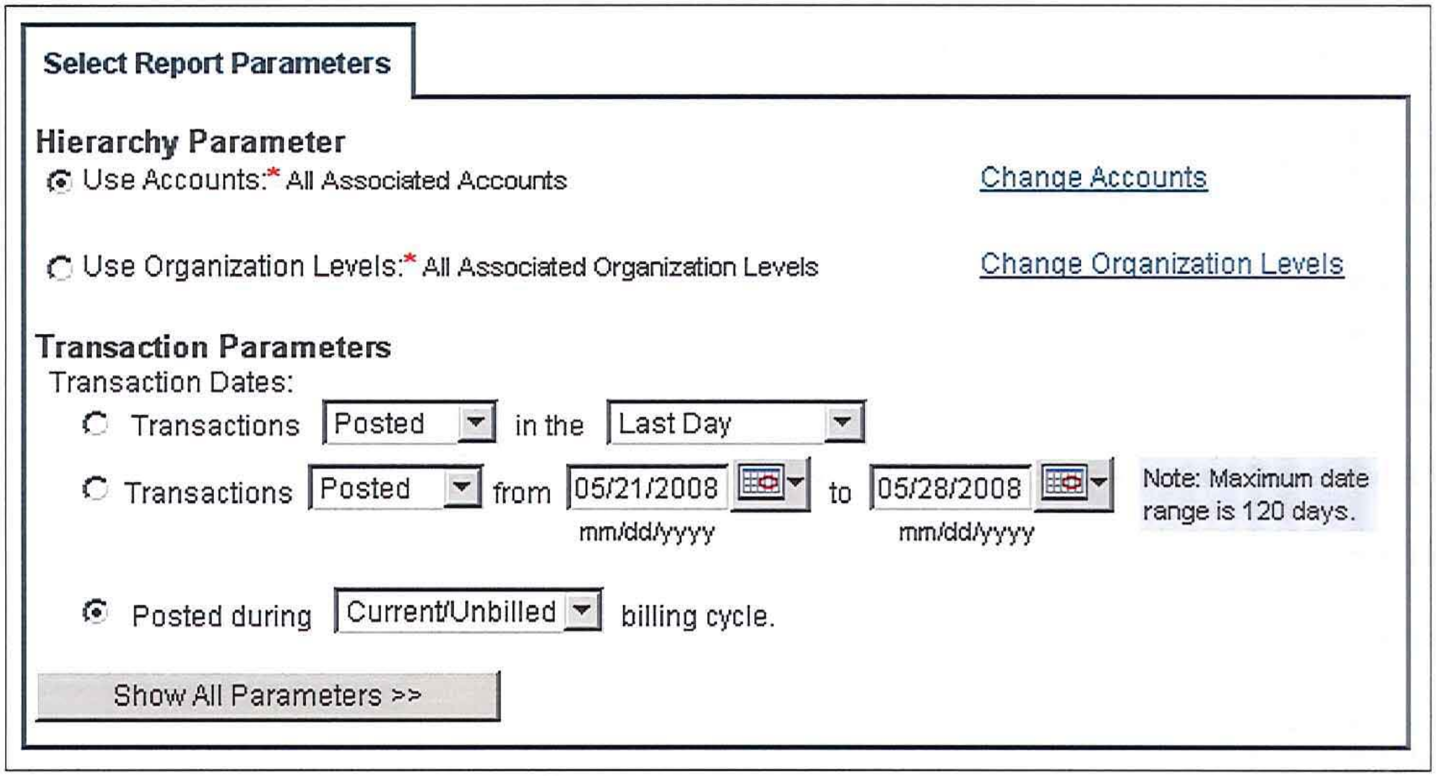
- Give you an overall summary of your program's dollar volume
- Let you identify top merchants to manage and improve vendor relationships
- Let you track cards with the highest number of transactions
- Let you identify cards with high dollar volumes, high transactions, high number of non-fuel transactions, high gallons, and multiple purchases per day
- Let you pinpoint cards by purchase method (e.g., at the pump, manual).
- Help you measure and track vehicle fuel economy for specific vehicles or by vehicle type (e.g., make/model) to improve cost efficiencies and reduce environmental impact
- Let you measure and analyze each vehicle's costs

For each report, you can specify unique filtering preferences that let you configure your report to give you only the information you need to improve program management, without having to review extraneous information. For many reports, you can also drill down into additional data when you want more detail about a specific data element.

Top Dollars by Merchant Report

Purpose: You can use the *Top Dollars by Merchant* report to actively manage your key vendor relationships for maximum program value.

Sample Parameter Screen



Sample Top Dollar by Merchant Report (also Top Merchants by Purchase Amount)

VOYAGER

Top Merchants by Purchase Amount

Report Date: 05/29/2008

* - indicates sorted column

Merchant Account Number	Merchant	No of Trans	Sum of Net Dollars *	Sum of Gross Dollars	Sum of Units	Brand Name	Merchant
57542759600	LANDMARK INDUSTRIES	8	532.16	532.16	148.48	SHELL EQUIVA	25833 CINCO R
9667247	SUNMART #445	3	268.34	268.34	72.14	EXXONMOBIL	3716 GREENHO
4445091090357	KROGER FUEL #7375	5	164.71	164.71	45.68	INDEPENDENT	11565 HWY 6 S
9723396	HEIGHT'S MOBIL	2	164.54	164.54	45.10	EXXONMOBIL	1622 W 18TH ST
4445000674713	KROGER FUEL #1476	2	135.90	135.90	36.84	INDEPENDENT	2620 ELM HILL
4445091123364	KROGER FUEL #7563	3	132.27	132.27	37.43	INDEPENDENT	4017 14TH ST
00101432	VALERO 1432	3	106.63	106.63	14.00	VALERO	1546 N WESTG
0210682	AMEEN ALI DBA	2	102.59	102.59	6.00	CHEVRON	9445 FM 1464
0302603	[illegible]	3	94.02	94.02	27.89	CHEVRON	1635 BARKER C
4718946	[illegible]	2	87.00	87.00	23.93	EXXONMOBIL	745 HIGHWAY 6
1188689	[illegible]	[illegible]	75.30	75.30	18.26	EXXONMOBIL	33165 US HIGH
1387596	WINALL OIL COMPANY	1	71.81	71.81	18.60	EXXONMOBIL	1342 W EL SEG
00102349	VALERO 2349	1	59.22	59.22	16.20	VALERO	1893 BARKER C
57541859203	BAY OIL COMPANY INC	1	58.89	58.89	16.73	SHELL EQUIVA	2925 BARKER C
57542509104	BAY OIL COMPANY INC	1	51.15	51.15	13.46	SHELL EQUIVA	21206 KINGSLA
2929801672379	MURPHY7237ATWALMRT	1	50.28	50.28	14.01	MURPHY OIL	9450 W. SAM HO
00102646	VALERO 2646	1	48.25	48.25	13.60	VALERO	16630 CLAY RD
0302513	ALLSTAR PETROLEUM INC.	1	47.20	47.20	12.42	CHEVRON	2161 LAWRENC
00251805	SNAPPY FOOD 9	1	42.75	42.75	12.28	VALERO	1208 VOSS AVE
27540371401	T N L INC	1	42.19	42.19	11.59	SHELL EQUIVA	9461 JONES RD
2929801756727	MURPHY5672ATWALMRT	2	42.05	42.05	11.68	MURPHY OIL	5334 FM 1640
57542393004	OIL PATCH PETROLEUM INC	1	41.68	41.68	10.97	SHELL EQUIVA	8140 HIGHWAY

Click a link to view more merchant detail.

Sample Top Dollar by Merchant Report (also Top Merchants by Purchase Amount) (Continued)

Top Merchants by Purchase Amount

Report Date: 05/29/2008

* - indicates sorted column

	No of Trans	Sum of Net Dollars *	Sum of Gross Dollars	Sum of Units	Brand Name	Merchant Address	Merchant City	Merch State	Merch Zip
ES	8	532.16	532.16	148.48	SHELL EQUIVA	25833 CINCO RANCH BLVD	KATY	TX	77494-0000
	3	268.34	268.34	72.14	EXXONMOBIL	3716 GREENHOUSE RD	HOUSTON	TX	77084-5512
	5	164.71	164.71	45.68	INDEPENDENT	11565 HWY 6 S	SUGAR LAND	TX	77478-0000
	2	164.54	164.54	45.10	EXXONMOBIL	1622 W 18TH STREET	HOUSTON	TX	77008-0000
	2	135.90	135.90	36.84	INDEPENDENT	2620 ELM HILL PIKE	NASHVILLE	TN	37214-0000
	3	132.27	132.27	37.43	INDEPENDENT	4017 14TH ST	PLANO	TX	75074-0000
	3	106.63	106.63	14.00	VALERO	1546 N WESTGREEN BLVD	KATY	TX	77449-5064
	2	102.59	102.59	6.00	CHEVRON	9445 FM 1464	HOUSTON	TX	77083
N	3	94.02	94.02	27.88	CHEVRON	1635 BARKER CYPRESS	HOUSTON	TX	77084-0000
60033	2	87.00	87.00	23.93	EXXONMOBIL	745 HIGHWAY 6 S	HOUSTON	TX	77079-4003
P 1913	1	75.30	75.30	18.26	EXXONMOBIL	33165 US HIGHWAY 79	TEMECULA	CA	92592-9141
	1	71.81	71.81	18.60	EXXONMOBIL	1342 W EL SEGUNDO BLVD	GARDENA	CA	90247-1524
	1	59.22	59.22	16.20	VALERO	1893 BARKER CYPRESS	HOUSTON	TX	77084-0000
	1	58.89	58.89	16.73	SHELL EQUIVA	2925 BARKER CYPRESS	HOUSTON	TX	77084-5636
	1	51.15	51.15	13.46	SHELL EQUIVA	21206 KINGSLAND	KATY	TX	77450-5898
RT	1	50.28	50.28	14.01	MURPHY OIL	9450 W. SAM HOUSTON PKWY.	HOUSTON	TX	77099-0000
	1	48.25	48.25	13.60	VALERO	16630 CLAY RD	HOUSTON	TX	77084-0000
INC.	1	47.20	47.20	12.42	CHEVRON	2161 LAWRENCEVILLE - SUWA	SUWANEE	GA	30024
	1	42.75	42.75	12.28	VALERO	1208 VOSS AVE	ODEM	TX	78370-0000
	1	42.19	42.19	11.59	SHELL EQUIVA	9461 JONES RD	HOUSTON	TX	77065
RT	2	42.05	42.05	11.68	MURPHY OIL	5334 FM 1640	RICHMOND	TX	77469-0000
[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Sample Top Dollar by Merchant Report (also Top Merchants by Purchase Amount) (Merchant Detail)

Transaction Detail for Merchant

Report Date: 05/29/2008

Merchant Name	Merchant Account	Participant Name	
LANDMARK INDUSTRIES	57542759600	SHELL/EQUIVA SERVICE	
Merchant Address	**City**	**State**	**Zip Code**
25833 CINCO RANCH BLVD	KATY	TX	77494-0000

Account Number	Trans ID	Trans Date/Time	Card Nbr	Prod Code	Prod Ctgry Cd	Prod Short Desc	Quantity	Cost Per Unit	Trans Amt	Exempt Tax	Net Dollars
869219923	542-1	05-02 16:25	000010	A4	FU	SUPR	20.09	3.48	69.90	.00	69.90
	549-1	05-05 17:28	000005	A4	FU	SUPR	24.91	3.48	86.66	.00	86.66
	564-1	05-12 07:36	000005	A4	FU	SUPR	21.04	3.62	76.16	.00	76.16
	567-1	05-13 17:22	000005	A4	FU	SUPR	13.81	3.62	50.00	.00	50.00
	576-1	05-16 21:51	000005	A4	FU	SUPR	22.97	3.62	83.15	.00	83.15
	582-1	05-20 20:52	000005	A4	FU	SUPR	13.81	3.62	50.00	.00	50.00
	583-1	05-20 21:09	000005	A4	FU	SUPR	21.64	3.62	78.32	.00	78.32
	596-1	05-27 08:05	000010	A4	FU	SUPR	10.21	3.72	37.97	.00	37.97
Transaction Totals							148.48		532.16	.00	532.16

Click to access additional transaction detail.

Sample Top Dollar by Merchant Report (also Top Merchants by Purchase Amount) (Transaction Detail)

VOYAGER

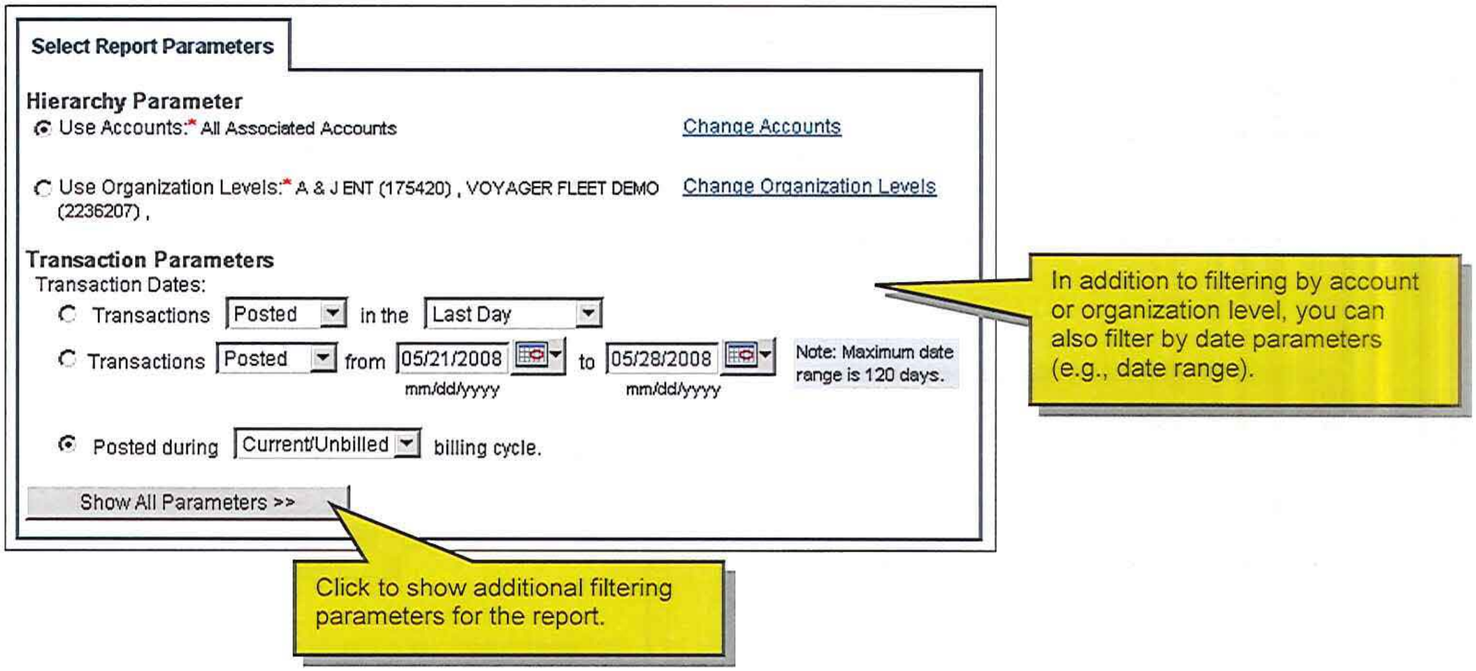
Transaction Sequence Report : 542-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/02/2008	**Primary SFT:**	.00	**Net Purchase:**	69.90
Time:	16:25:00	**Secondary SFT:**	.00	**Location Name:**	SHELL SERVICE STATION
Driver No:	042978	**State Sales Tax:**	.00	**Driver Code 1:**	051 000 1100
Driver Name:	BRUTTELL,DIANA	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	SHELL/EQUIVA SERVICE (SH)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	LANDMARK INDUSTRIES	**Vehicle Code 1:**	DCM	**Driver Code 4:**	
Address:	25833 CINCO RANCH BLVD	**Vehicle Code 2:**	BRUTTELL	**Driver Code 5:**	
City:	KATY	**Vehicle Code 3:**		**Card Code 1:**	EX-TX-HOUS
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	77494-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	0359711	**Location No:**	57542759600	**Card Code 4:**	
Card ID:	000010	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001010	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	03 FORD EXPLORER	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	V17 CZN	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:		**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	86524	**Card Level 5 Text:**	RELATIONSHIP MANAGEMENT		
Product:	SUPR	**Card Level 6 Text:**			
Units:	20.09	**Card Level 7 Text:**			
Cost Per Unit:	3.479				

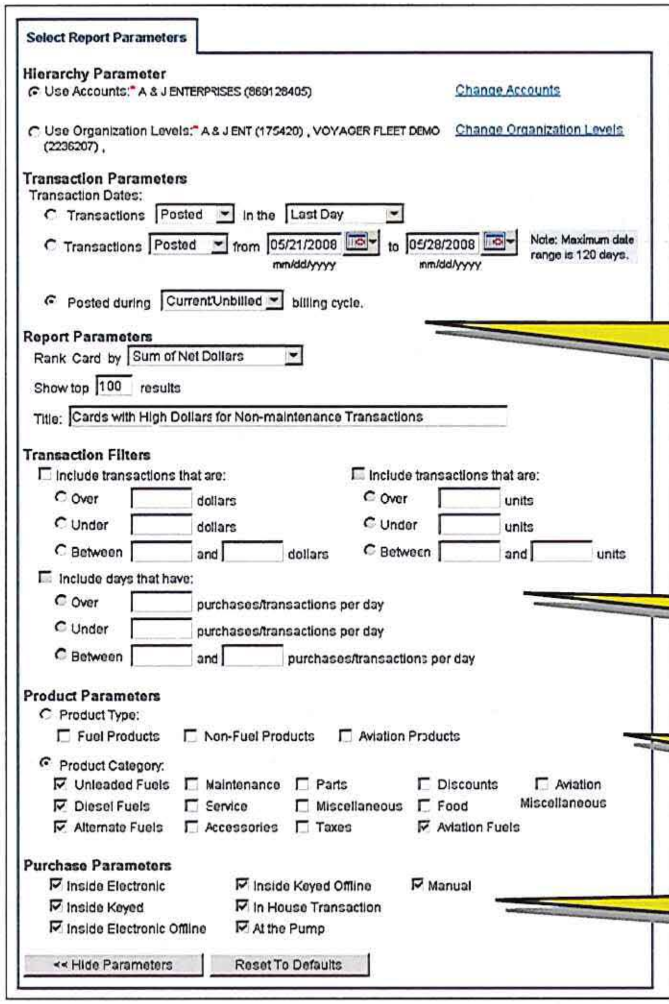
Cards with High Dollars for Non-maintenance Transactions

Purpose: This report gives you a clear picture of card use by showing you cards with a large volume of non-maintenance transactions, filtered by your unique specifications (e.g., over $1,000, more than 10 transactions per day, only non-fuel products).

Sample Parameter Screen



Additional Parameters



The additional parameters let you specify how your report ranks the cards (e.g., ranked by sum of net dollars). You can also specify a new title for the report based on your selections.

You can also filter by dollar amount, unit amount, or purchases per day.

Select check boxes to filter by specific product types and categories (e.g., only non-fuel products, only diesel fuel).

Select check boxes to filter by purchase parameters (e.g., only inside keyed, only at the pump).

Sample Cards with High Dollar for Non-maintenance Transactions Report

VOYAGER

Cards with High Dollars for Non-maintenance Transactions

Report Date: 05/29/2008

* - indicates sorted column

Account Number	Card Number	No of Trans	Sum of Units / Gallons	Sum of Gross Dollars	Sum of Net Dollars *
869219923	000005	8	138.07	500.76	500.76
869219923	000007	7	115.47	414.27	414.27
869219923	000008	10	78.33	286.58	286.58
869219923	000006	4	50.65	187.29	187.29
869219923	000004	3	49.26	183.10	183.10
869219923	000011	2	45.10	164.54	164.54
869219923	000010	3	42.58	150.62	150.62
869219923	000017	3	37.94	137.28	[illegible]
869219923	000002	3	[illegible]	[illegible]	[illegible]
869219923	000016	3	33.23	119.70	119.70
869219923	000012	1	17.26	67.30	67.30
869219923	000003	1	4.44	16.05	16.05

Click a link to view additional card number detail.

Sample Cards with High Dollar for Non-maintenance Transactions Report (Transaction Detail)

VOYAGER

Transaction Detail for Card

Card Number: 000005

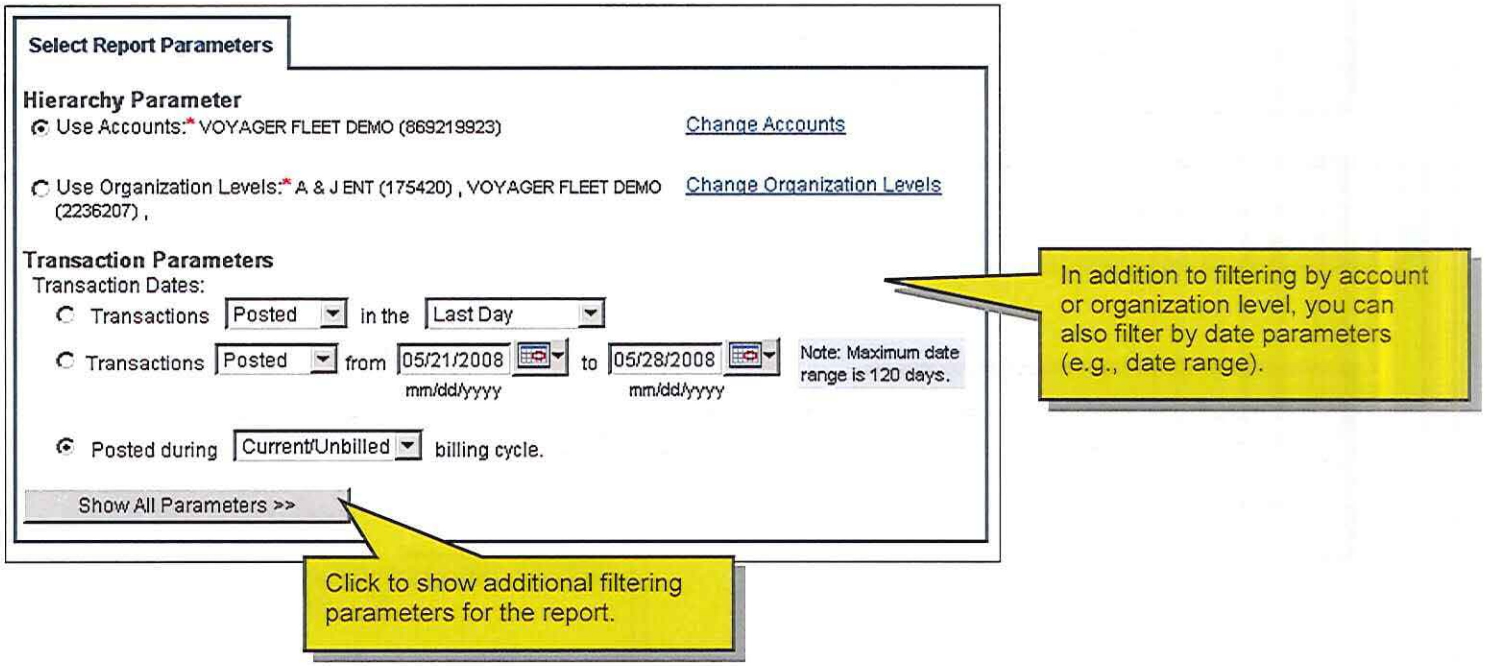
Report Date: 05/29/2008

Account Number	Trans ID	Trans Date/Time	Merchant ID	Prod Cd	Prod Ctgry Cd	Prod Short Desc	Quantity	Cost Per Unit	Trans Amt	Exempt Tax	Net Dollars	Invoice Number
869219923	549-1	05-05 17:28	57542759600	A4	FU	SUPR	24.91	3.48	86.66	.00	86.66	0384917
	564-1	05-12 07:36	57542759600	A4	FU	SUPR	21.04	3.62	76.16	.00	76.16	0439661
	567-1	05-13 17:22	57542759600	A4	FU	SUPR	13.81	3.62	50.00	.00	50.00	0452052
	576-1	05-16 21:51	57542759600	A4	FU	SUPR	22.97	3.62	83.15	.00	83.15	0482026
	582-1	05-20 20:52	57542759600	A4	FU	SUPR	13.81	3.62	50.00	.00	50.00	0519397
	583-1	05-20 21:09	57542759600	A4	FU	SUPR	21.64	3.62	78.32	.00	78.32	0519546
	591-1	05-24 12:50	57542311907	A1	FU	UNLD	8.92	3.90	34.79	.00	34.79	0162792
	592-1	05-25 22:07	57542393004	A1	FU	UNLD	10.97	3.80	41.68	.00	41.68	0576355
Transaction Totals							138.07		500.76	.00	500.76	

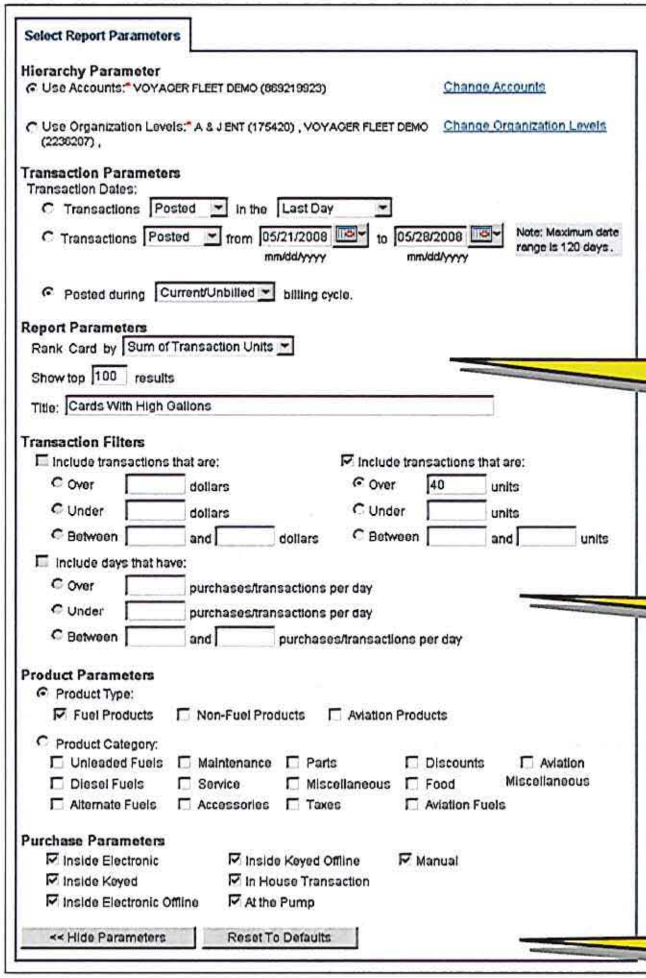
Cards with High Gallons

Purpose: This report gives you information about cards that have a high gallon volume. With this information, you can identify high-use cards to assist with program management.

Sample Parameter Screen



Additional Parameters



The additional parameters let you specify how your report ranks the cards (e.g., ranked by sum of transaction units). You can also specify a new title for the report based on your selections.

You can also filter by dollar amount, unit amount, or purchases/transactions per day.

Select check boxes to filter by specific product types and categories (e.g., only fuel products, only diesel fuel).

Select check boxes to filter by purchase parameters (e.g., only inside keyed, only at the pump).

Sample Cards with High Gallons Report

Cards With High Gallons

Report Date: 07/10/2008

* - indicates sorted column

Account Number	Card Number	No of Trans	Sum of Units / Gallons *	Sum of Gross Dollars	Sum of Net Dollars
869219923	000007	28	432.03	1,578.02	1,578.02
869219923	000005	25	418.33	1,516.67	1,516.67
869219923	000010	17	273.50	1,008.50	1,008.50
869219923	000011	14	269.52	998.53	998.53
869219923	000008	35	234.17	853.01	853.01
869219923	000004	10	194.99	728.89	728.8[illegible]
869219923	000006	[illegible]	[illegible]	[illegible]	[illegible]
869219923	000002	9	135.79	488.38	488.3[illegible]
869219923	000016	9	101.78	359.19	359.19
869219923	000012	5	82.69	350.54	350.54
869219923	000017	5	69.60	259.48	259.48
869219923	000003	2	6.92	23.87	23.87

Click a link to view additional card number detail.

Sample Cards with High Gallons Report (Card Detail)

VOYAGER

Transaction Detail for Card
Card Number: 000007
Report Date: 07/10/2008

Account Number	Trans ID	Trans Date/Time	Merchant ID	Prod Cd	Prod Ctgry Cd	Prod Short Desc	Quantity	Cost Per Unit	Trans Amt	Exempt Tax	Net Dollars	Invoice Number
869219923	485-1	04-03 12:29	57541437604	E5	FU	BL10	7.57	3.30	25.00	.00	25.00	0510362
	491-1	04-06 17:15	91002240916	E5	FU	BL10	18.75	3.20	60.00	.00	60.00	0629147
	497-1	04-10 18:23	00102349	A1	FU	UNLD	15.90	3.25	51.60	.00	51.60	00560171
	511-1	04-16 17:05	9667247	A1	FU	UNLD	21.21	3.30	70.00	.00	70.00	00476034
	517-1	04-19 19:06	57541859203	E5	FU	BL10	16.74	3.46	57.93	.00	57.93	0568972
	523-1	04-22 19:08	14187005	A1	FU	UNLD	19.77	3.39	67.00	.00	67.00	190835
	526-1	04-25 21:25	9667247	A1	FU	UNLD	14.58	3.43	50.00	.00	50.00	00532023
	528-1	04-26 14:23	86340105	A1	FU	UNLD	13.86	3.50	48.51	.00	48.51	00051580
	541-1	05-03 08:37	0302603	A1	FU	UNLD	19.89	3.52	70.00	.00	70.00	0351823
	550-1	05-05 08:00	57541859203	E5	FU	BL10	16.73	3.52	58.89	.00	58.89	0645259
	554-1	05-08 15:49	9667247	A1	FU	UNLD	20.92	3.49	73.01	.00	73.01	00500016
	574-1	05-15 17:30	10044378	A1	FU	UNLD	5.51	3.66	20.15	.00	20.15	173016
	578-1	05-18 12:00	9667247	A1	FU	UNLD	21.67	3.60	78.00	.00	78.00	00407073
	579-1	05-20 08:11	00102349	A1	FU	UNLD	16.20	3.66	59.22	.00	59.22	00279993
	594-1	05-26 16:31	9667247	A1	FU	UNLD	14.55	3.78	55.00	.00	55.00	00408760
	602-1	05-30 18:17	4718946	A1	FU	UNLD	16.72	3.82	63.88	.00	63.88	00263639
	609-1	06-02 17:48	4445091108944	A1	FU	UNLD	22.31	3.81	85.00	.00	85.00	48050010
	625-1	06-10 15:31	10044378	A1	FU	UNLD	23.09	3.90	90.01	.00	90.01	153150
	626-1	06-10 17:21	10044378	A1	FU	UNLD	16.10	3.90	62.79	.00	62.79	172158
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	SUPR	[illegible]	[illegible]	[illegible]	.00	[illegible]	[illegible]

Sample Cards with High Gallons Report (Transaction Detail)

VOYAGER

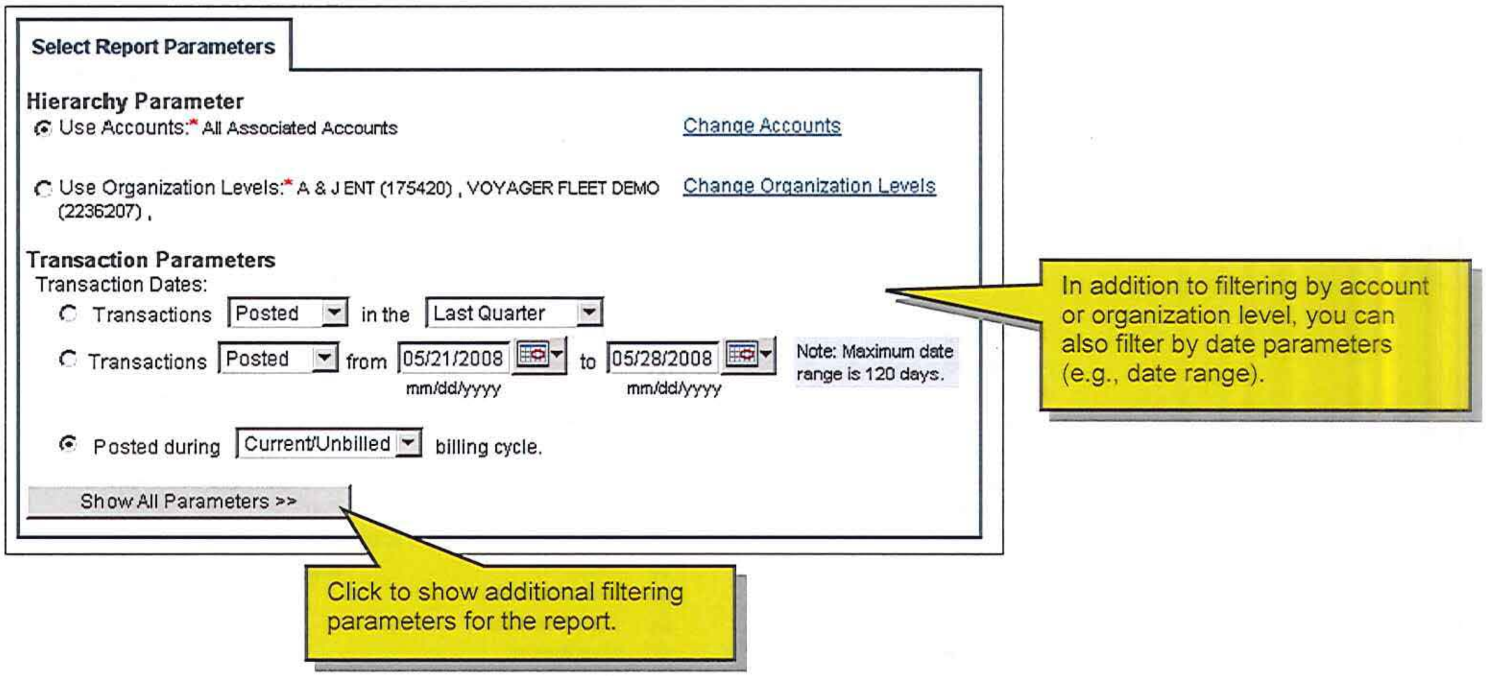
Transaction Sequence Report : 485-1
Report Date : 07/10/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	04/03/2008	**Primary SFT:**	.00	**Net Purchase:**	25.00
Time:	12:29:00	**Secondary SFT:**	.00	**Location Name:**	SHELL SERVICE STATION
Driver No:	000818	**State Sales Tax:**	.00	**Driver Code 1:**	051 000 1100
Driver Name:	STULTS,HEATHER	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	SHELL/EQUIVA SERVICE (SH)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	KING FUELS INC	**Vehicle Code 1:**	DCM	**Driver Code 4:**	
Address:	6019 ALMEDA	**Vehicle Code 2:**	STULTS	**Driver Code 5:**	
City:	HOUSTON	**Vehicle Code 3:**		**Card Code 1:**	EX-TX-HOUS
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	77004	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	0510362	**Location No:**	57541437604	**Card Code 4:**	
Card ID:	000007	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001007	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	05 NISSAN ALTIMA	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	806 DXX	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:		**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	585	**Card Level 5 Text:**	RELATIONSHIP MANAGEMENT		
Product:	BL10	**Card Level 6 Text:**			
Units:	7.57	**Card Level 7 Text:**			
Cost Per Unit:	3.303				
Gross Purchase:	25.00				
Except Code 1:	P=Product Variance				
Except Code 2:					
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	9=Unknown				

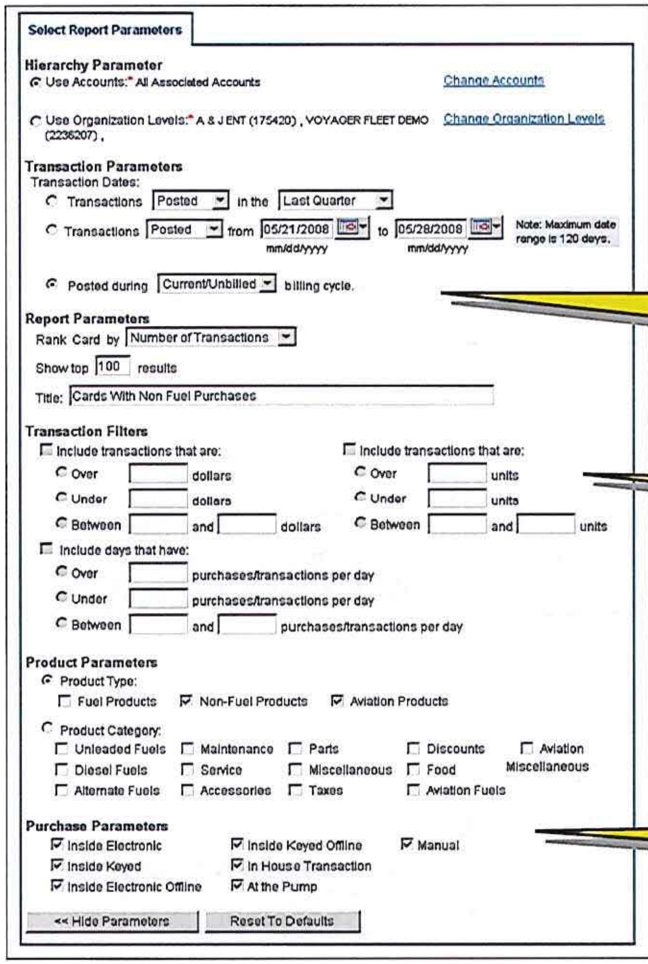
Cards with Non-fuel Purchases

Purpose: You can use this report to identify cards that a driver has used to buy something other than fuel, such as auto parts or food.

Sample Parameter Screen



Additional Parameters



The additional parameters let you specify how your report ranks the cards (e.g., ranked by number of transactions). You can also specify a new title for the report based on your selections.

You can also filter by dollar amount, unit amount, or purchases/transactions per day.

Select check boxes to filter by specific product types and categories (e.g., only fuel products, only diesel fuel).

Select check boxes to filter by purchase parameters (e.g., only inside keyed, only at the pump).

Sample Cards with Non Fuel Purchases Report

VOYAGER

Cards With Non Fuel Purchases

Report Date: 05/29/2008

* - indicates sorted column

Account Number	Card Number	No of Trans *	Sum of Units / Gallons	Sum of Gross Dollars	Sum of Net Dollars
869219923	000007	8	30.00	129.19	129.19
869219923	000006	3	3.00	100.27	100.27
869219923	000016	3	7.00	123.28	123.28
869219923	000012	1	1.00	8.00	8.00

Click a link to access additional card number detail.

Sample Cards with Non Fuel Purchases Report (Card Detail)

VOYAGER

Transaction Detail for Card
Card Number: 000007
Report Date: 05/29/2008

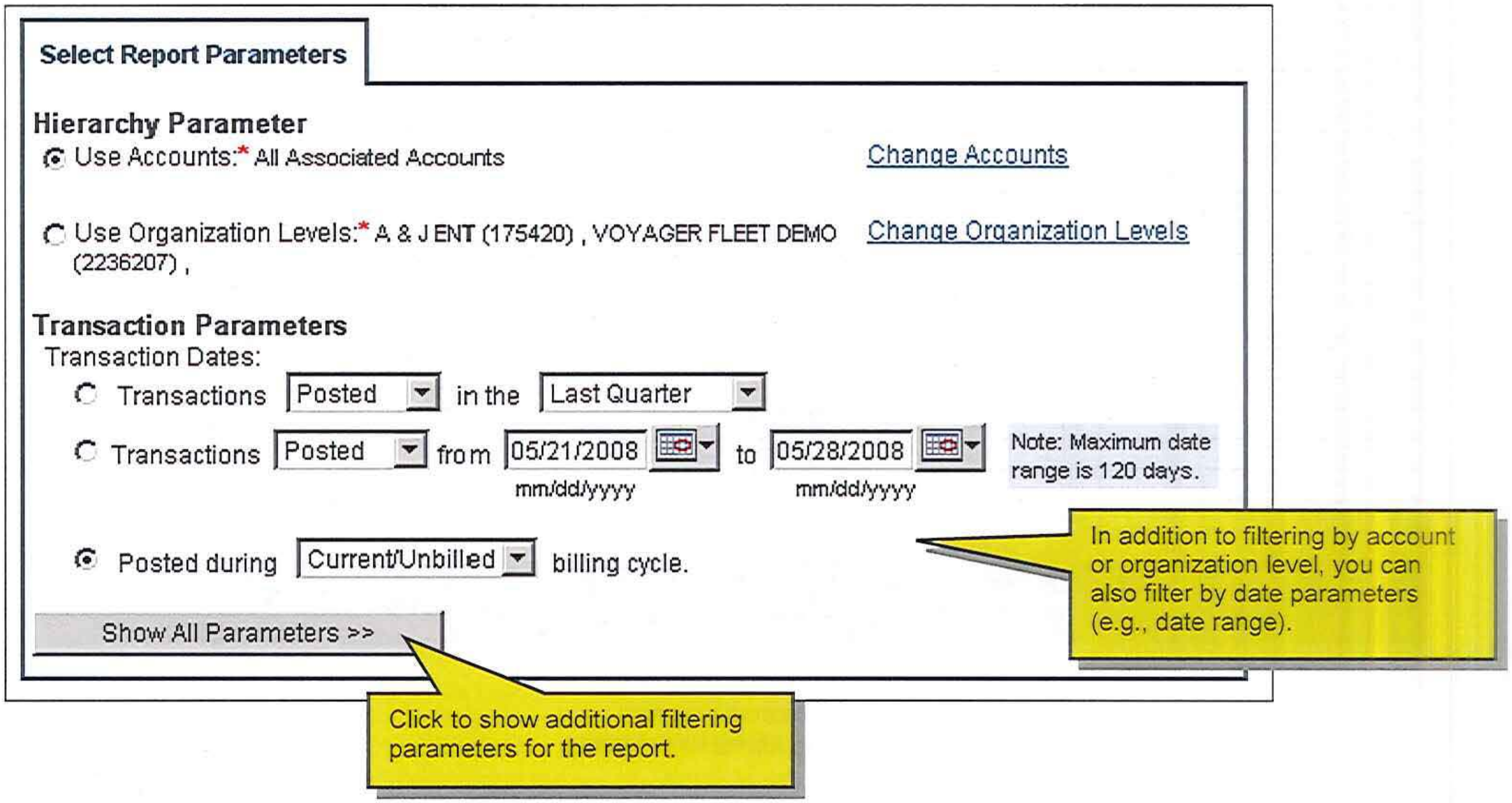
Account Number	Trans ID	Trans Date/Time	Merchant ID	Prod Cd	Prod Ctgry Cd	Prod Short Desc	Quantity	Cost Per Unit	Trans Amt	Exempt Tax	Net Dollars	Invoice Number
869219923	540-1	05-03 08:36	0302603	D3	MI	MISC	1.00	1.99	1.99	.00	1.99	0351822
	540-2	05-03 08:36	0302603	D3	MI	MISC	1.00	1.49	1.49	.00	1.49	0351822
	540-3	05-03 08:36	0302603	D3	MI	MISC	1.00	7.99	7.99	.00	7.99	0351822
	540-4	05-03 08:36	0302603	D3	MI	MISC	1.00	1.99	1.99	.00	1.99	0351822
	540-5	05-03 08:36	0302603	D4	MI	STAX	1.00	.95	.95	.00	.95	0351822
	543-1	05-03 13:12	00102372	D3	MI	MISC	1.00	6.15	6.15	.00	6.15	00330880
	547-1	05-04 16:15	91002240916	D3	MI	MISC	1.00	6.59	6.59	.00	6.59	0700401
	547-2	05-04 16:15	91002240916	D3	MI	MISC	1.00	.99	.99	.00	.99	0700401
	547-3	05-04 16:15	91002240916	D3	MI	MISC	1.00	4.79	4.79	.00	4.79	0700401
	547-4	05-04 16:15	91002240916	D3	MI	MISC	1.00	.79	.79	.00	.79	0700401
	547-5	05-04 16:15	91002240916	D4	MI	STAX	1.00	1.00	1.00	.00	1.00	0700401
	554-2	05-08 15:49	9667247	D3	MI	MISC	3.00	4.49	13.47	.00	13.47	00500016
	554-3	05-08 15:49	9667247	D4	MI	STAX	1.00	1.11	1.11	.00	1.11	00500016
	556-1	05-09 19:18	0302603	D3	MI	MISC	1.00	.89	.89	.00	.89	0301469
	556-2	05-09 19:18	0302603	D3	MI	MISC	1.00	7.99	7.99	.00	7.99	0301469
	556-3	05-09 19:18	0302603	D4	MI	STAX	1.00	.73	.73	.00	.73	0301469
	561-1	05[illegible]6:05	00101426	D3	MI	MISC	1.00	22.53	22.53	.00	22.53	00103877
	578-2	05-18 [illegible]	[illegible]7247	D3	MI	MISC	3.00	4.52	13.57	.00	13.57	00407073
	578-3	05[illegible]	[illegible]	[illegible]	[illegible]	STAX	1.00	1.12	1.12	.00	1.12	00407073
	594-2	05[illegible]	[illegible]	[illegible]	[illegible]	MISC	6.00	5.09	30.54	.00	30.54	00408760
	594-3	05[illegible]	[illegible]	[illegible]	[illegible]	STAX	1.00	2.52	2.52	.00	2.52	00408760
Transaction Totals							30.00		129.19	.00	129.19	

Click a link to access additional transaction detail.

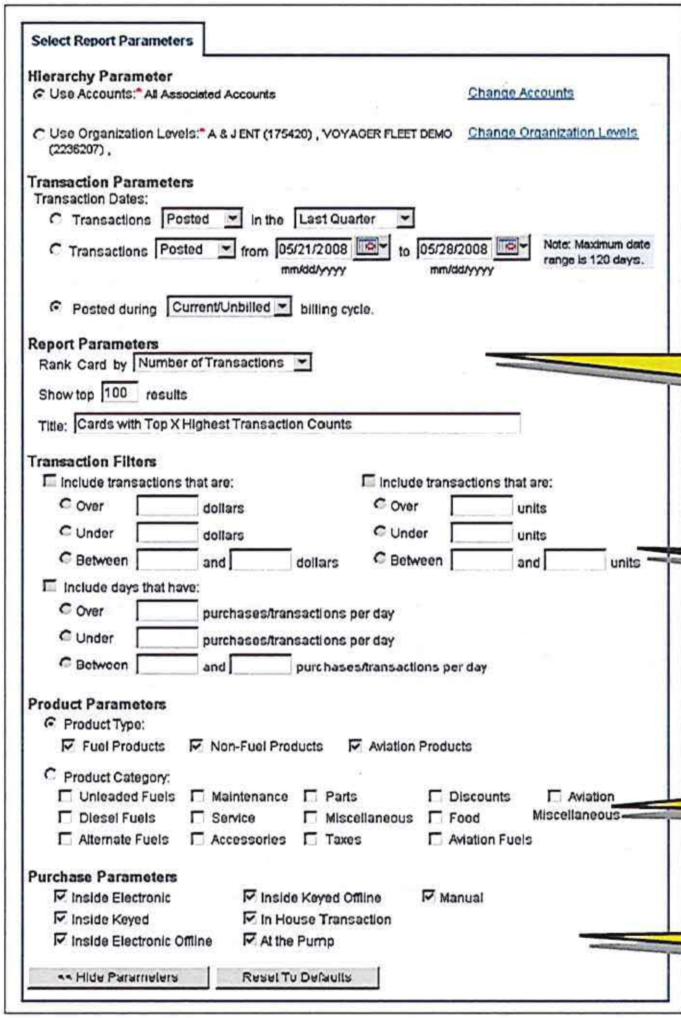
Cards with Highest Number of Transactions

Purpose: You can use this report to identify cards that have the highest number of transactions, in both summary format and with transaction detail available.

Sample Parameter Screen



Additional Parameters



The additional parameters let you specify how your report ranks the cards (e.g., ranked by number of transactions). You can also specify a new title for the report based on your selections.

You can also filter by dollar amount, unit amount, or purchases/transactions per day.

Select check boxes to filter by specific product types and categories (e.g., only fuel products, only diesel fuel).

Select check boxes to filter by purchase parameters (e.g., only inside keyed, only at the pump).

Sample Cards with Highest Number of Transactions Report

VOYAGER

Cards with Top X Highest Transaction Counts

Report Date: 05/29/2008

* - indicates sorted column

Account Number	Card Number	No of Trans *	Sum of Units / Gallons	Sum of Gross Dollars	Sum of Net Dollars
869219923	000007	12	145.47	543.46	543.46
869219923	000008	10	78.33	286.58	286.58
869219923	000005	8	138.07	500.76	500.76
869219923	000006	7	53.65	287.56	287.56
869219923	000016	6	40.23	242.98	242.98
869219923	000002	3	37.43	132.27	132.27
869219923	000017	3	37.94	137.28	137.28
869219923	000010	3	42.58	150.62	150.62
869219923	000004	3	49.26	183.10	183.10
869219923	000011	2	45.10	164.54	164.54
869219923	000003	1	4.44	16.05	16.05
869219923	000012	1	[illegible]	75.30	75.30

Click a link to access additional card number detail.

Sample Cards with Highest Number of Transactions Report (Card Detail)

VOYAGER

Transaction Detail for Card
Card Number: 000007
Report Date: 05/29/2008

Account Number	Trans ID	Trans Date/Time	Merchant ID	Prod Cd	Prod Ctgry Cd	Prod Short Desc	Quantity	Cost Per Unit	Trans Amt	Exempt Tax	Net Dollars	Invoice Number
869219923	540-1	05-03 08:36	0302603	D3	MI	MISC	1.00	1.99	1.99	.00	1.99	0351822
	540-2	05-03 08:36	0302603	D3	MI	MISC	1.00	1.49	1.49	.00	1.49	0351822
	540-3	05-03 08:36	0302603	D3	MI	MISC	1.00	7.99	7.99	.00	7.99	0351822
	540-4	05-03 08:36	0302603	D3	MI	MISC	1.00	1.99	1.99	.00	1.99	0351822
	540-5	05-03 08:36	0302603	D4	MI	STAX	1.00	.95	.95	.00	.95	0351822
	541-1	05-03 08:37	0302603	A1	FU	UNLD	19.89	3.52	70.00	.00	70.00	0351823
	543-1	05-03 13:12	00102372	D3	MI	MISC	1.00	6.15	6.15	.00	6.15	00330880
	547-1	05-04 16:15	91002240916	D3	MI	MISC	1.00	6.59	6.59	.00	6.59	0700401
	547-2	05-04 16:15	91002240916	D3	MI	MISC	1.00	.99	.99	.00	.99	0700401
	547-3	05-04 16:15	91002240916	D3	MI	MISC	1.00	4.79	4.79	.00	4.79	0700401
	547-4	05-04 16:15	91002240916	D3	MI	MISC	1.00	.79	.79	.00	.79	0700401
	547-5	05-04 16:15	91002240916	D4	MI	STAX	1.00	1.00	1.00	.00	1.00	0700401
	550-1	05-05 08:00	57541859203	E5	FU	BL10	16.73	3.52	58.89	.00	58.89	0645259
	554-1	05-08 15:49	9667247	A1	FU	UNLD	20.92	3.49	73.01	.00	73.01	00500016
	554-2	05-08 15:49	9667247	D3	MI	MISC	3.00	4.49	13.47	.00	13.47	00500016
	554-3	05-08 15:49	9667247	D4	MI	STAX	1.00	1.11	1.11	.00	1.11	00500016
	556-1	05-09 19:18	0302603	D3	MI	MISC	1.00	.89	.89	.00	.89	0301469
	556-2	05-09 19:18	0302603	D3	MI	MISC	1.00	7.99	7.99	.00	7.99	0301469
	556-3	05-09 19:18	0302603	D4	MI	STAX	1.00	.73	.73	.00	.73	0301469
	561-1	05-11 16:05	00101426	D3	MI	MISC	1.00	22.53	22.53	.00	22.53	00103877
	574-1	05-15 17:30	10044378	A1	FU	UNLD	5.51	3.66	20.15	.00	20.15	173016
	578-1	05-18 12:00	9667247	A1	FU	UNLD	21.67	3.60	78.00	.00	78.00	00407073
	578-2	[illegible] 12:00	9667247	D3	MI	MISC	3.00	4.52	13.57	.00	13.57	00407073
	578-3	05-18 [illegible]	9667247	D4	MI	STAX	1.00	1.12	1.12	.00	1.12	00407073
	579-1	05-20 08:11	[illegible]	[illegible]	[illegible]	[illegible]	16.20	3.66	59.22	.00	59.22	00279993
	594-1	05-26 16:31	9667[illegible]	[illegible]	[illegible]	[illegible]	14.55	3.78	55.00	.00	55.00	00408760
	594-2	05-26 16:31	9667247	[illegible]	[illegible]	[illegible]	6.00	5.09	30.54	.00	30.54	00408760
	594-3	05-26 16:31	9667247	[illegible]	[illegible]	[illegible]	1.00	2.52	2.52	.00	2.52	00408760
Transaction Totals							145.47		543.46	.00	543.46	

Click a link to access additional transaction detail.

Sample Cards with Highest Number of Transactions Report (Transaction Detail)

VOYAGER

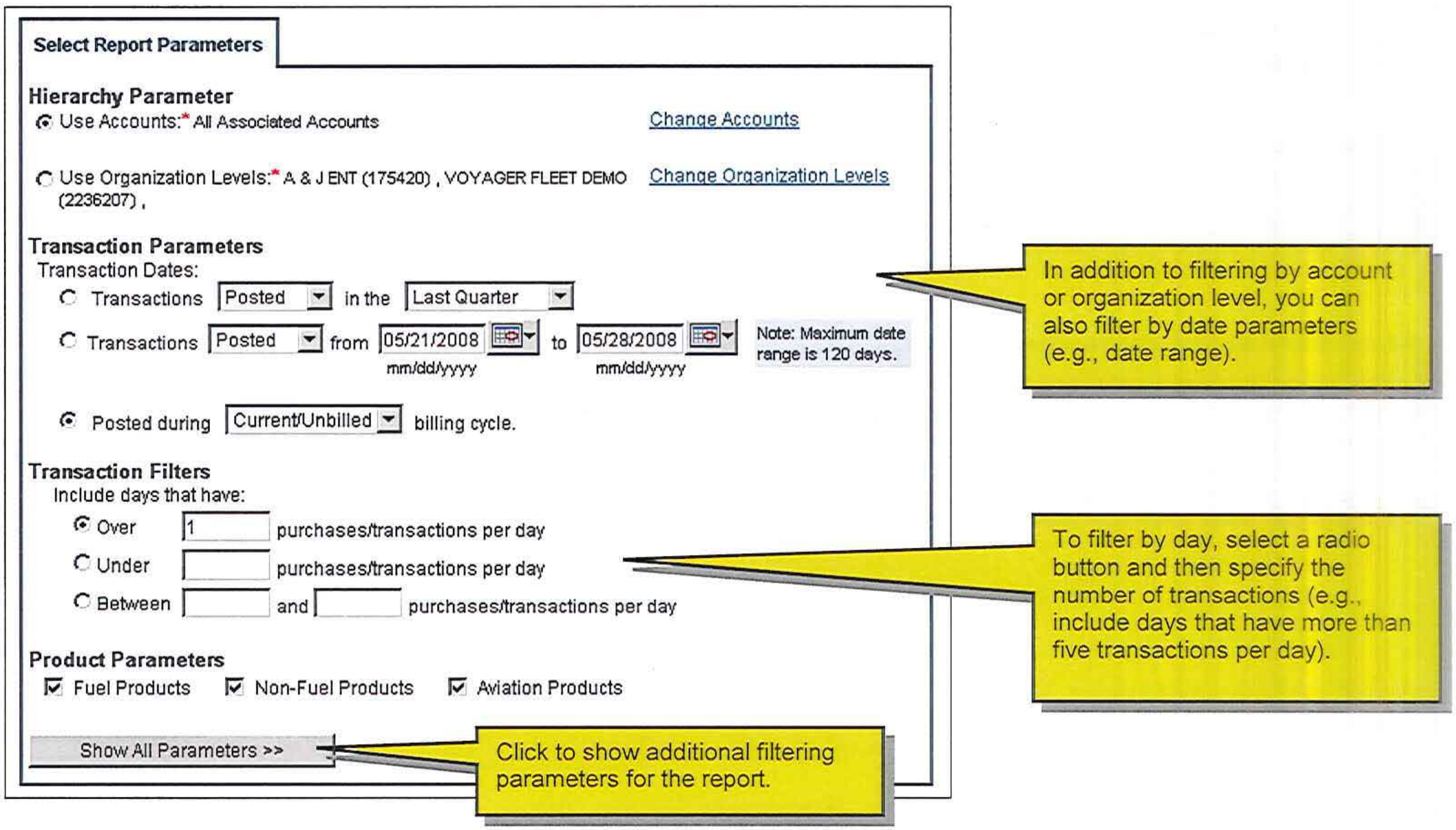
Transaction Sequence Report : 540-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/03/2008	**Primary SFT:**	.00	**Net Purchase:**	1.99
Time:	08:36:00	**Secondary SFT:**	.00	**Location Name:**	CHEVRON 0302603
Driver No:	000818	**State Sales Tax:**	.00	**Driver Code 1:**	051 000 1100
Driver Name:	STULTS,HEATHER	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	CHEVRONTEXACO INC (CH)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	PARKWOOD CHEVRON	**Vehicle Code 1:**	DCM	**Driver Code 4:**	
Address:	1635 BARKER CYPRESS	**Vehicle Code 2:**	STULTS	**Driver Code 5:**	
City:	HOUSTON	**Vehicle Code 3:**		**Card Code 1:**	EX-TX-HOUS
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	77084-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	0351622	**Location No:**	0302603	**Card Code 4:**	
Card ID:	000007	**Fuel/Non-Fuel:**	N	**Card Code 5:**	
Vehicle No:	001007	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	08 NISSAN ALTIMA	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	HBR 553	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:		**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	47666	**Card Level 5 Text:**	RELATIONSHIP MANAGEMENT		
Product:	MISC	**Card Level 6 Text:**			
Units:	1.00	**Card Level 7 Text:**			
Cost Per Unit:	1.990				
Gross Purchase:	1.99				
Except Code 1:	P=Product Variance				
Except Code 2:	D=Pattern Discrepancy on Vehicle				
Except Code 3:	A=Pattern Discrepancy on Driver				
Purchase Method:	1=Inside Electronic				
Service:	9=Unknown				

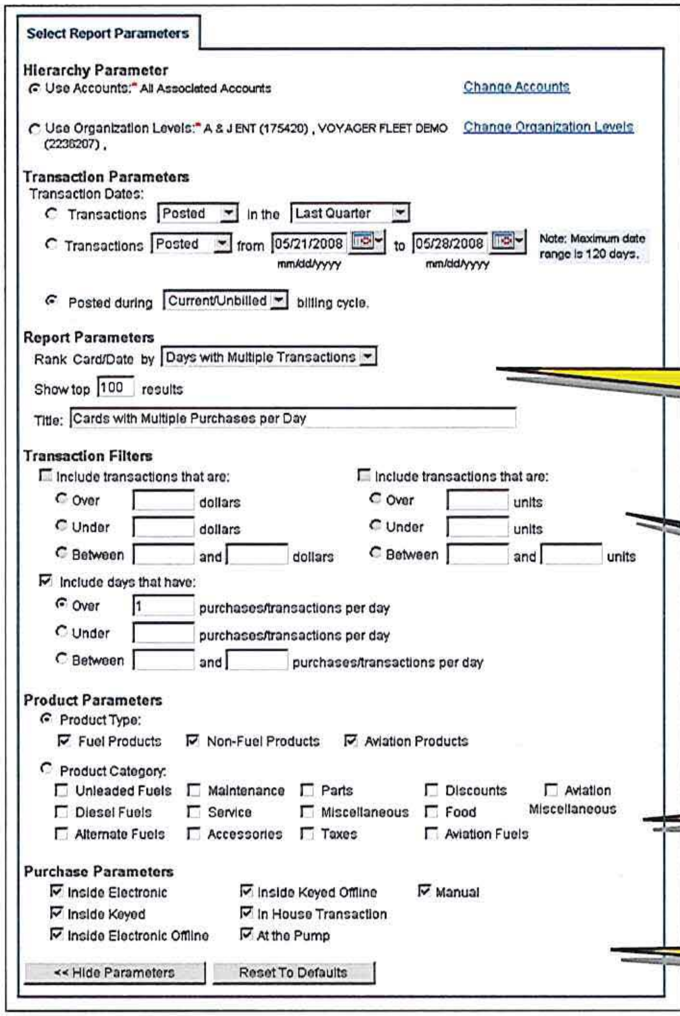
Cards with Multiple Purchases per Day

Purpose: You can use this report to find cards that have multiple purchases per day. With this information you can identify potential card misuse.

Sample Parameter Screen



Additional Parameters



The additional parameters let you specify how your report ranks the cards/dates (e.g., ranked by days with multiple transactions). You can also specify a new title for the report based on your selections.

You can also filter by dollar amount, unit amount, or purchases/transactions per day.

Select check boxes to filter by specific product types and categories (e.g., only fuel products, only diesel fuel).

Select check boxes to filter by purchase parameters (e.g., only inside keyed, only at the pump).

Sample Cards with Multiple Purchases per Day Report

Cards with Multiple Purchases per Day

Report Date: 05/29/2008

* - indicates sorted column

Account Number	Card Number	Transaction Date	No of Trans per Day *	Vehicle ID	Vehicle Description	License & State	VIN	Driver ID	Driver Name	Sum of Gross Dollars	Sum of Net Dollars
869219923	000007	05/03/2008	3	001007	08 NISSAN ALTIMA	HBR 553 TX				90.56	90.56
869219923	000005	05/20/2008	2	001005	04 FORD F150	18P YN1 TX				128.32	128.32
869219923	000006	05/23/2008	2	001006	06 SUZUKI FORENZA	256 PVM TX				88.36	88.36

Click a link to access additional card detail.

Sample Cards with Multiple Purchases per Day Report (Card Detail)

Transaction Detail for Card
Card Number: 000007
Report Date: 05/23/2008

Account Number	Trans ID	Trans Date/Time	Merchant ID	Prod Cd	Prod Ctgry Cd	Prod Short Desc	Quantity	Cost Per Unit	Trans Amt	Exempt Tax	Net Dollars	Invoice Number
869219923	540-1	05-03 08:36	0302603	D3	MI	MISC	1.00	1.99	1.99	.00	1.99	0351822
	540-2	05-03 08:36	0302603	D3	MI	MISC	1.00	1.49	1.49	.00	1.49	0351822
	540-3	05-03 08:36	0302603	D3	MI	MISC	1.00	7.99	7.99	.00	7.99	0351822
	540-4	05-03 08:36	0302603	D3	MI	MISC	1.00	1.99	1.99	.00	1.99	0351822
	540-5	05-03 08:36	0302603	D4	MI	STAX	1.00	.95	.95	.00	.95	0351822
	541-1	[illegible]03 08:37	0302603	A1	FU	UNLD	19.89	3.52	70.00	.00	70.00	0351823
	543-1	05-[illegible]	00102372	D3	MI	MISC	1.00	6.15	6.15	.00	6.15	00330880
Transaction Totals							25.89		90.56	.00	90.56	

Click a link to access additional transaction detail.

Sample Cards with Multiple Purchases per Day Report (Transaction Detail)

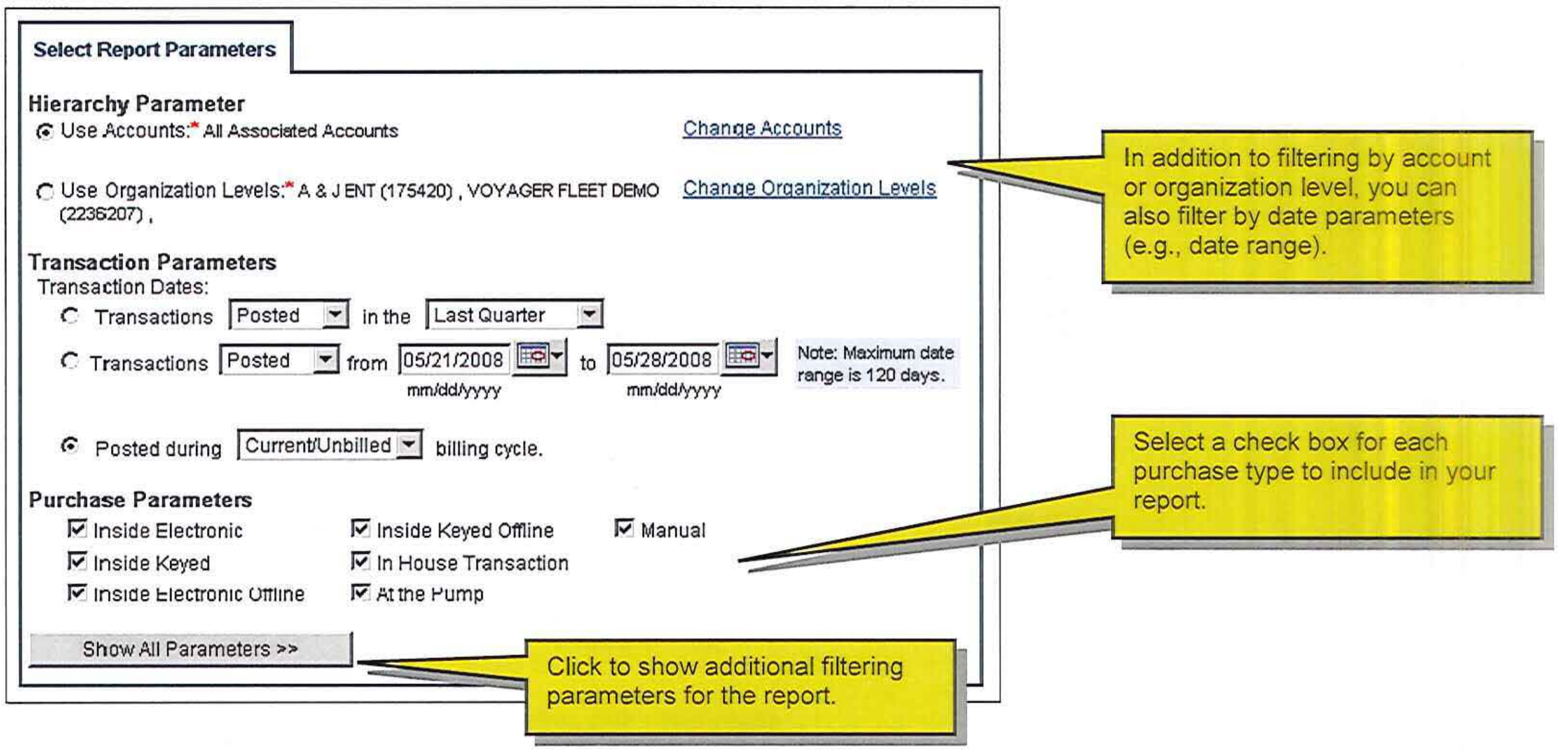
Transaction Sequence Report : 540-1
Report Date : 05/29/2008

Account No:	869219923	Federal Tax:	.00	PO Number:	
Date:	05/03/2008	Primary SFT:	.00	Net Purchase:	1.99
Time:	08:36:00	Secondary SFT:	.00	Location Name:	CHEVRON 0302603
Driver No:	000818	State Sales Tax:	.00	Driver Code 1:	051 000 1100
Driver Name:	STULTS,HEATHER	Local Tax:	.00	Driver Code 2:	
Vendor:	CHEVRONTEXACO INC (CH)	Misc Tax:	.00	Driver Code 3:	
Merchant:	PARKWOOD CHEVRON	Vehicle Code 1:	DCM	Driver Code 4:	
Address:	1635 BARKER CYPRESS	Vehicle Code 2:	STULTS	Driver Code 5:	
City:	HOUSTON	Vehicle Code 3:		Card Code 1:	EX-TX-HOUS
State:	TX	Vehicle Code 4:		Card Code 2:	
Zip:	77084-0000	Vehicle Code 5:		Card Code 3:	
Invoice No:	0351822	Location No:	0302603	Card Code 4:	
Card ID:	000007	Fuel/Non-Fuel:	N	Card Code 5:	
Vehicle No:	001007	Card Level 1 Text:	VOYAGER FLEET DEMO		
Vehicle Descr:	08 NISSAN ALTIMA	Card Level 2 Text:	VOYAGER FLEET DEMO		
License:	HBR 553	Card Level 3 Text:	VOYAGER FLEET SYSTEMS		
VIN:		Card Level 4 Text:	SALES AND MARKETING		
Odometer:	47666	Card Level 5 Text:	RELATIONSHIP MANAGEMENT		
Product:	MISC	Card Level 6 Text:			
Units:	1.00	Card Level 7 Text:			
Cost Per Unit:	1.990				
Gross Purchase:	1.99				
Except Code 1:	P=Product Variance				
Except Code 2:	D=Pattern Discrepancy on Vehicle				
Except Code 3:	A=Pattern Discrepancy on Driver				
Purchase Method:	1=Inside Electronic				
Service:	9=Unknown				

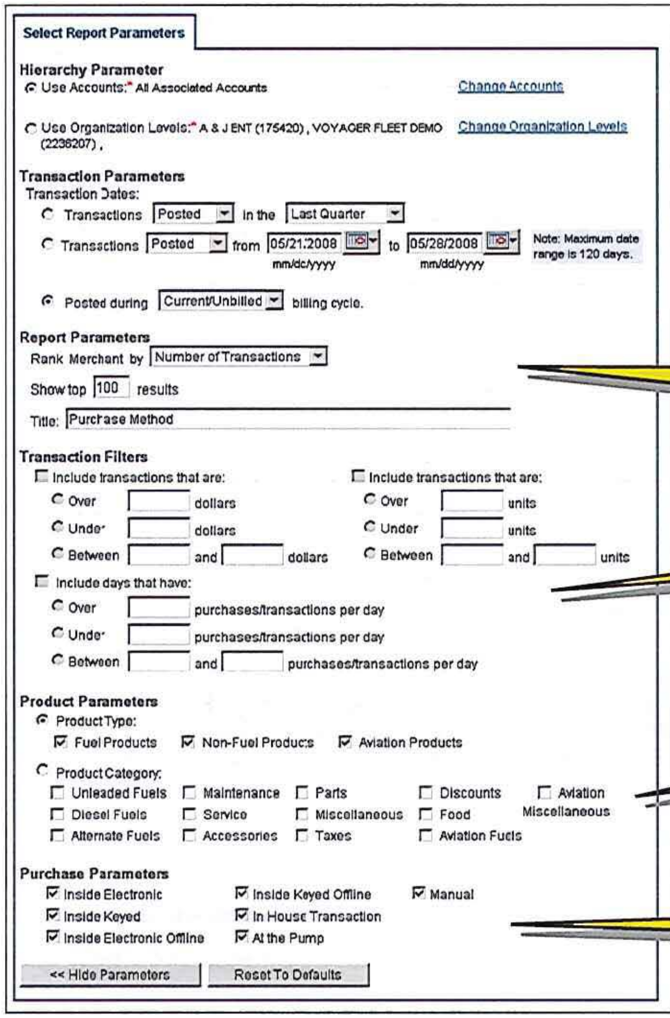
Cards by Purchase Method

Purpose: You can use this report to review cards used for different types of purchases (e.g., cards used for at-the-pump transactions)

Sample Parameter Screen



Additional Parameters



Select Report Parameters

Hierarchy Parameter

Use Accounts:* All Associated Accounts — Change Accounts

Use Organization Levels:* A & J ENT (175420) , VOYAGER FLEET DEMO (2238207) , — Change Organization Levels

Transaction Parameters

Transaction Dates:

Transactions [Posted] in the [Last Quarter]

Transactions [Posted] from [05/21/2008] mm/dd/yyyy to [05/28/2008] mm/dd/yyyy — Note: Maximum date range is 120 days.

Posted during [Current/Unbilled] billing cycle.

Report Parameters

Rank Merchant by [Number of Transactions]

Show top [100] results

Title: [Purchase Method]

Transaction Filters

Include transactions that are:

- Over [ ] dollars
- Under [ ] dollars
- Between [ ] and [ ] dollars

Include transactions that are:

- Over [ ] units
- Under [ ] units
- Between [ ] and [ ] units

Include days that have:

- Over [ ] purchases/transactions per day
- Under [ ] purchases/transactions per day
- Between [ ] and [ ] purchases/transactions per day

Product Parameters

Product Type:

- Fuel Products
- Non-Fuel Products
- Aviation Products

Product Category:

- Unleaded Fuels
- Diesel Fuels
- Alternate Fuels
- Maintenance
- Service
- Accessories
- Parts
- Miscellaneous
- Taxes
- Discounts
- Food
- Aviation Fuels
- Aviation Miscellaneous

Purchase Parameters

- Inside Electronic
- Inside Keyed
- Inside Electronic Offline
- Inside Keyed Offline
- In House Transaction
- At the Pump
- Manual

[<< Hide Parameters] [Reset To Defaults]

The additional parameters let you specify how your report ranks the merchants (e.g., ranked by number of transactions). You can also specify a new title for the report based on your selections.

You can also filter by dollar amount, unit amount, or purchases/transactions per day.

Select check boxes to filter by specific product types and categories (e.g., only fuel products, only diesel fuel).

Select check boxes to filter by purchase parameters (e.g., only inside keyed, only at the pump).

Sample Cards by Purchase Method Report

VOYAGER

Purchase Method
Report Date: 05/29/2008
* - indicates sorted column

Merchant Account Number	Merchant Name	No of Trans *	Sum of Net Dollars	Sum of Gross Dollars	Sum of Units	Brand Name	Me
57542759600	LANDMARK INDUSTRIES	8	532.16	532.16	148.48	SHELL EQUIVA	25833 CI
4445091090357	KROGER FUEL #7375	5	164.71	164.71	45.68	INDEPENDENT	11565 HV
00101432	VALERO 1432	3	106.63	106.63	14.00	VALERO	1546 N W
9667247	SUNMART #445	3	268.34	268.34	72.14	EXXONMOBIL	3716 GRE
4445091123364	KROGER FUEL #7563	3	132.27	132.27	37.43	INDEPENDENT	4017 14T
0302603	PARKWOOD CHEVRON	3	94.02	94.02	27.89	CHEVRON	1635 BAR
0210682	AMEEN ALI DBA	2	102.59	102.59	6.00	CHEVRON	9445 FM
9723396	HEIGHT'S MOBIL	2	164.54	164.54	45.10	EXXONMOBIL	1622 W 1
4718946	EXXON COMPANY USA 60033	2	87.00	87.00	23.93	EXXONMOBIL	745 HIGH
4445091113522	KROGER FUEL #7392	2	41.00	41.00	11.49	INDEPENDENT	3425 FM 1
4445000674713	KROGER FUEL #1476	2	135.90	135.90	36.84	INDEPENDENT	2620 ELM
2929801756727	MURPHY5672ATWALMRT	2	42.05	42.05	11.68	MURPHY OIL	5334 FM 1
00101426	VALERO 1426	1	22.53	22.53	1.00	VALERO	3959 FRY
91002240916	MONARCH CAPITAL GRP INC	1	14.16	14.16	5.00	SHELL EQUIVA	2850 FRY
57542509104	[illegible]AY OIL COMPANY INC	1	51.15	51.15	13.46	SHELL EQUIVA	21206 KI
57542393004	[illegible]PATCH PETROLEUM INC	1	41.68	41.68	10.97	SHELL EQUIVA	8140 HIG
57542311907	PA[illegible]TROLEUM MARKETING	1	34.79	34.79	8.92	SHELL EQUIVA	ROUTE 3
57541859203	BAY[illegible]MPANY INC	1	58.89	58.89	16.73	SHELL EQUIVA	2925 BAR
4445091008425	KROG[illegible] #7347	1	20.00	20.00	5.76	INDEPENDENT	9303 HW
42535220241	ST[illegible]	[illegible]	20.69	20.69	1.00	SHELL EQUIVA	17230 OL
2929801672379	MU[illegible]	[illegible]	50.28	50.28	14.01	MURPHY OIL	9450 W. S

Click to access additional merchant detail.

Sample Cards by Purchase Method Report (Continued)

Method
5/29/2008
rted column

nits	Brand Name	Merchant Address	Merchant City	Merch State	Merch Zip
8.48	SHELL EQUIVA	25833 CINCO RANCH BLVD	KATY	TX	77494-0000
5.68	INDEPENDENT	11565 HWY 6 S	SUGAR LAND	TX	77478-0000
4.00	VALERO	1546 N WESTGREEN BLVD	KATY	TX	77449-5064
2.14	EXXONMOBIL	3716 GREENHOUSE RD	HOUSTON	TX	77084-5512
7.43	INDEPENDENT	4017 14TH ST	PLANO	TX	75074-0000
7.89	CHEVRON	1635 BARKER CYPRESS	HOUSTON	TX	77084-0000
6.00	CHEVRON	9445 FM 1464	HOUSTON	TX	77083
5.10	EXXONMOBIL	1622 W 18TH STREET	HOUSTON	TX	77008-0000
3.93	EXXONMOBIL	745 HIGHWAY 6 S	HOUSTON	TX	77079-4003
1.49	INDEPENDENT	3425 FM 1464	HOUSTON	TX	77020-0000
6.84	INDEPENDENT	2620 ELM HILL PIKE	NASHVILLE	TN	37214-0000
1.68	MURPHY OIL	5334 FM 1640	RICHMOND	TX	77469-0000
1.00	VALERO	3959 FRY RD	KATY	TX	77449-0000
5.00	SHELL EQUIVA	2850 FRY RD	HOUSTON	TX	77084-5817
3.46	SHELL EQUIVA	21206 KINGSLAND	KATY	TX	77450-5898
0.97	SHELL EQUIVA	8140 HIGHWAY 77	SINTON	TX	78387-0000
8.92	SHELL EQUIVA	ROUTE 3	EL CAMPO	TX	77437-9803
6.73	SHELL EQUIVA	2925 BARKER CYPRESS	HOUSTON	TX	77084-5636
5.76	INDEPENDENT	9303 HWY 6 & BISSONNETT	HOUSTON	TX	77095-0000
1.00	SHELL EQUIVA	17230 OLD RICHMOND ROAD	SUGAR LAND	TX	77478-1255
4.01	MURPHY OIL	9450 W. SAM HOUSTON PKWY.	HOUSTON	TX	77099-0000

Sample Cards by Purchase Method Report (Merchant Detail)

VOYAGER

Transaction Detail for Merchant

Report Date: 05/29/2008

Merchant Name	Merchant Account	Participant Name	
LANDMARK INDUSTRIES	57542759600	SHELL/EQUIVA SERVICE	
Merchant Address	**City**	**State**	**Zip Code**
25833 CINCO RANCH BLVD	KATY	TX	77494-0000

Account Number	Purchase Method	Trans ID	Trans Date/Time	Card Nbr	Prod Code	Prod Ctgry Cd	Prod Short Desc	Quantity	Cost Per Unit	Trans Amt	Exempt Tax	Net Dollars
869219923	At the Pump	542-1	05-02 16:25	000010	A4	FU	SUPR	20.09	3.48	69.90	.00	69.90
		549-1	05-05 17:28	000005	A4	FU	SUPR	24.91	3.48	86.66	.00	86.66
		564-1	05-12 07:36	000005	A4	FU	SUPR	21.04	3.62	76.16	.00	76.16
		567-1	05-13 17:22	000005	A4	FU	SUPR	13.81	3.62	50.00	.00	50.00
		576-1	05-16 21:51	000005	A4	FU	SUPR	22.97	3.62	83.15	.00	83.15
		582-1	05-20 20:52	000005	A4	FU	SUPR	13.81	3.62	50.00	.00	50.00
		583-	05-20 21:09	000005	A4	FU	SUPR	21.64	3.62	78.32	.00	78.32
		596-	5-27 08:05	000010	A4	FU	SUPR	10.21	3.72	37.97	.00	37.97
Transaction Totals								148.48		532.16	.00	532.16

Click a link to access additional transaction detail.

Sample Cards by Purchase Method Report (Transaction Detail)

VOYAGER

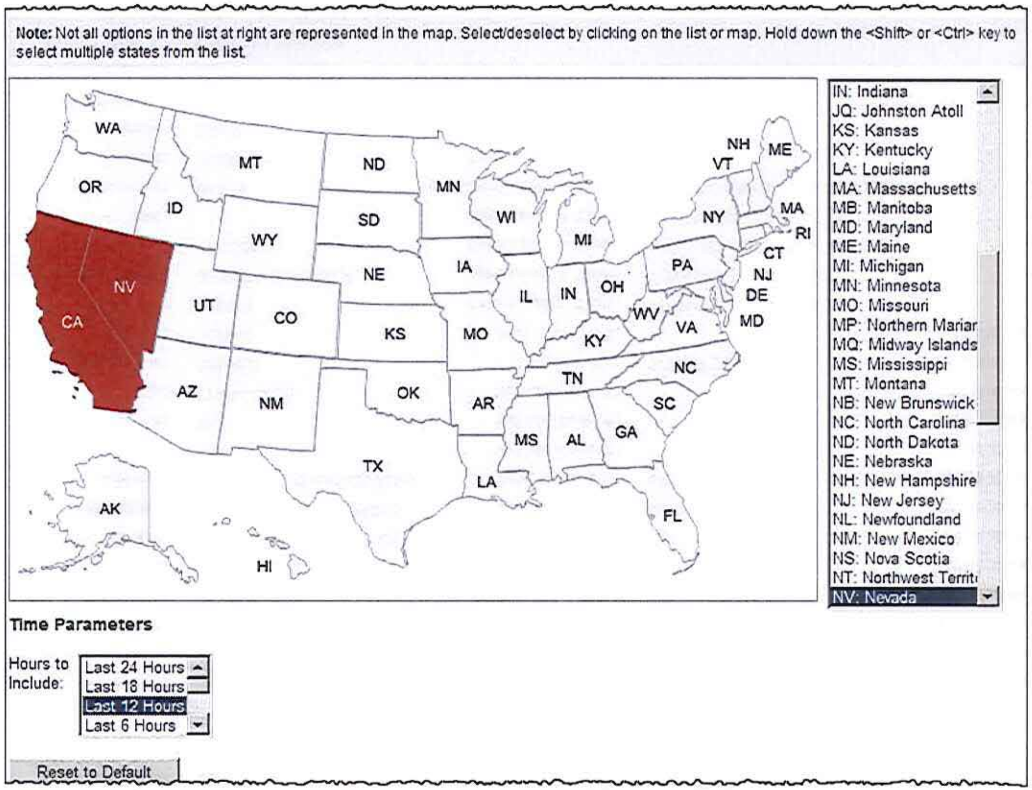
Transaction Sequence Report : 542-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/02/2008	**Primary SFT:**	.00	**Net Purchase:**	69.90
Time:	16:25:00	**Secondary SFT:**	.00	**Location Name:**	SHELL SERVICE STATION
Driver No:	042978	**State Sales Tax:**	.00	**Driver Code 1:**	051 000 1100
Driver Name:	BRUTTELL,DIANA	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	SHELL/EQUIVA SERVICE (SH)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	LANDMARK INDUSTRIES	**Vehicle Code 1:**	DCM	**Driver Code 4:**	
Address:	25833 CINCO RANCH BLVD	**Vehicle Code 2:**	BRUTTELL	**Driver Code 5:**	
City:	KATY	**Vehicle Code 3:**		**Card Code 1:**	EX-TX-HOUS
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	77494-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	0359711	**Location No:**	57542759600	**Card Code 4:**	
Card ID:	000010	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001010	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	03 FORD EXPLORER	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	V17 CZN	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:		**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	86524	**Card Level 5 Text:**	RELATIONSHIP MANAGEMENT		
Product:	SUPR	**Card Level 6 Text:**			
Units:	20.09	**Card Level 7 Text:**			
Cost Per Unit:	3.479				
Gross Purchase:	69.90				
Except Code 1:	P=Product Variance				
Except Code 2:	X=Excessive Vehicle Capacity				
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	9=Unknown				

Emergency Merchant Availability Report

Purpose: You can use this report to find fueling locations during a storm or natural disaster.

Sample Parameter Screen



Sample Emergency Merchant Availability Report

VOYAGER

Emergency Merchant Availability Report

Run Date: 2013/10/30 **State:** OK

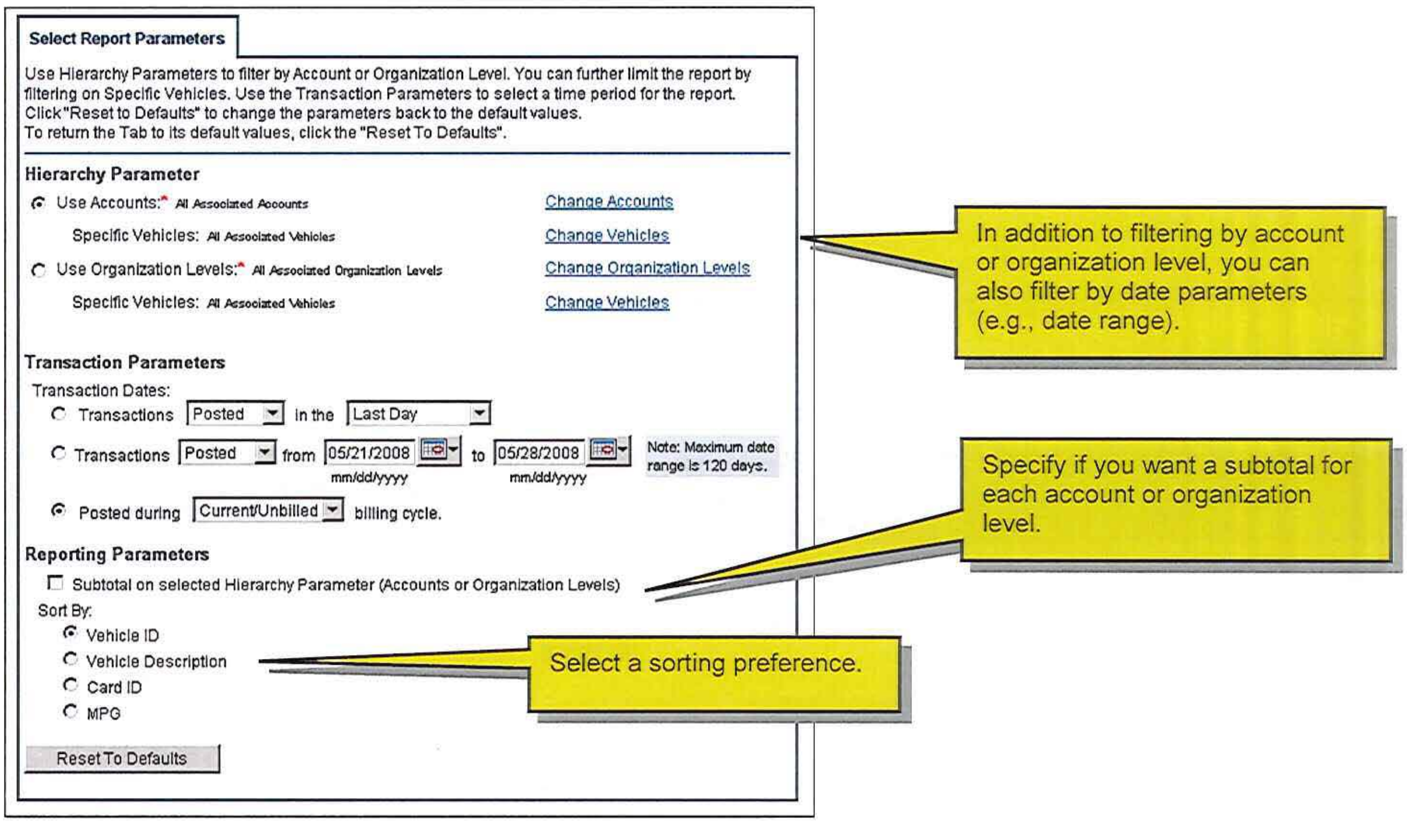
Run Time: 14.16.28 **Activity within:** 24 hours

Participant Name	Merchant Name	Address	City	State	Zip Code	Merchant Phone	Confirmed Diesel Sale	Confirmed Unleaded Sale
Acme, Inc.	Gas Stop	100 S. Main	Anytown	OK	55402	6121231234	Y	N

Fuel Economy by Vehicle ID

Purpose: You can use this report to monitor fuel economy for the vehicles in your program. With this information, you can manage and improve the economic and environmental impact of your program.

Sample Parameter Screen



Sample Fuel Economy by Vehicle ID Report

VOYAGER

Fuel Economy Report By Vehicle ID

Report Date: 05/29/2008 **Billing Cycle:** Current/Unbilled

** - indicates sorted column*

Vehicle ID*	Vehicle Description	VIN	License & State	Card ID	Begin Odometer	End Odometer	M Dr
001002	07 HONDA PILOT	5FNYF28567B039183	TX 363 YXK	000002	10197	11428	
001003	03 CHEV TRAIL BLZ		NC MNR 7913	000003	12681	12756	
001004	05 FORD F150		GA ACY 8651	000004	-98	39172	
001005	04 FORD F150		TX 18P YN1	000005	66679	680000	
001006	06 SUZUKI FORENZA		TX 256 PVM	000006	13025	14350	
001007	08 NISSAN ALTIMA		TX HBR 553	000007	1647	47666	
001008	98 LINCOLN CONTL		TX TODAH	000008	17703	169885	
001010	03 FORD EXPLORER		TX V17 CZN	000010	85898	89555	
001011	06 CHEV TAHOE		TX 79P PW3	000011	41604	44482	
001012	6 LINCOLN NAV		CA 5TGS022	000012	19946	20188	
001016	ISSAN SENTRA		TX 641 FVR	000016	30357	31000	
001017	0 SAN ALTIMA	1N4AL11D66N451843	TX 288 RJW	000017	32740	33379	
TOTAL							

Click a link to access additional vehicle detail.

Sample Fuel Economy by Vehicle ID Report (Continued)

By Vehicle ID

g Cycle: Current/Unbilled

column

r	End Odometer	Miles Driven	Gallons	Miles per Gallon	CPM
10197	11428	1,231	37.43	32.89	.11
12681	12756	75	4.44	16.89	.21
-98	39172	594	49.26	12.06	.31
66679	680000	1,431	138.07	10.36	.35
13025	14350	1,325	50.65	26.16	.14
1647	47666	1,962	115.47	16.99	.21
17703	169885	757	78.33	9.66	.38
85898	89555	919	42.58	21.58	.16
41604	44482	622	45.10	13.79	.26
19946	20188	242	17.26	14.02	.28
30357	31000	643	33.23	19.35	.19
32740	33379	819	37.94	21.59	.17
		10,620	**649.76**	**16.34**	**.22**

Sample Fuel Economy by Vehicle ID Report (Vehicle Detail)

VOYAGER

VOYAGER FLEET DEMO
Fuel Transaction Detail for Vehicle
Account Number: 869219923
Report Date: 05/29/2008 **Billing Cycle:** Current/Unbilled

Vehicle Description	License Tag	Vehicle ID	VIN	Level 2	Level 3
07 HONDA PILOT	TX-363 YXK	001002	5FNYF28567B039183	VOYAGER FLEET DEMO	VOYAGE

Level 4	Level 5	Level 6	Level 7
SALES AND MARKETING	SALES		

Card Number	Last Name	Tran ID	Trans Date	Trans Time	Prod Code	Prod Cat Code	Prod Desc	Quantity	Cost per Unit	Odo Begin	Odo End	Miles Driven	MPG	Cost per Mile	Tran Amoun
000002	HOLMES	552-1	2008/05/07	08:07	A1	FU	UNLD	15.33	3.45	10197	10850	653	42.60	.08	52.9
000002	HOLMES	575-1	2008/05/16	08:24	A1	FU	UNLD	15.47	3.59	10850	11123	273	17.65	.20	55.5
000002	HOLMES	584-1	2008/05/21	06:39	A1	FU	UNLD	6.63	3.59	11123	11428	305	46.00	.08	23.8
TOTAL								**37.43**	**3.53**			**1231**	**32.89**	**.11**	

Click a link to access additional transaction detail.

Sample Fuel Economy by Vehicle ID Report (Vehicle Detail) (Continued)

LEET DEMO
Detail for Vehicle
er: 869219923
Billing Cycle: Current/Unbilled

Level 2	Level 3
VOYAGER FLEET DEMO	VOYAGER FLEET SYSTEMS

Level 7

Cost per Unit	Odo Begin	Odo End	Miles Driven	MPG	Cost per Mile	Tran Amount	Exempt Taxes	Net Dollars	Merchant Name
3.45	10197	10850	653	42.60	.08	52.90	.00	52.90	KROGER FUEL #7563
3.59	10850	11123	273	17.65	.20	55.55	.00	55.55	KROGER FUEL #7563
3.59	11123	11428	305	46.00	.08	23.82	.00	23.82	KROGER FUEL #7563
3.53			**1231**	**32.89**	**.11**		**.00**	**132.27**	

Sample Fuel Economy by Vehicle ID Report (Transaction Detail)

VOYAGER

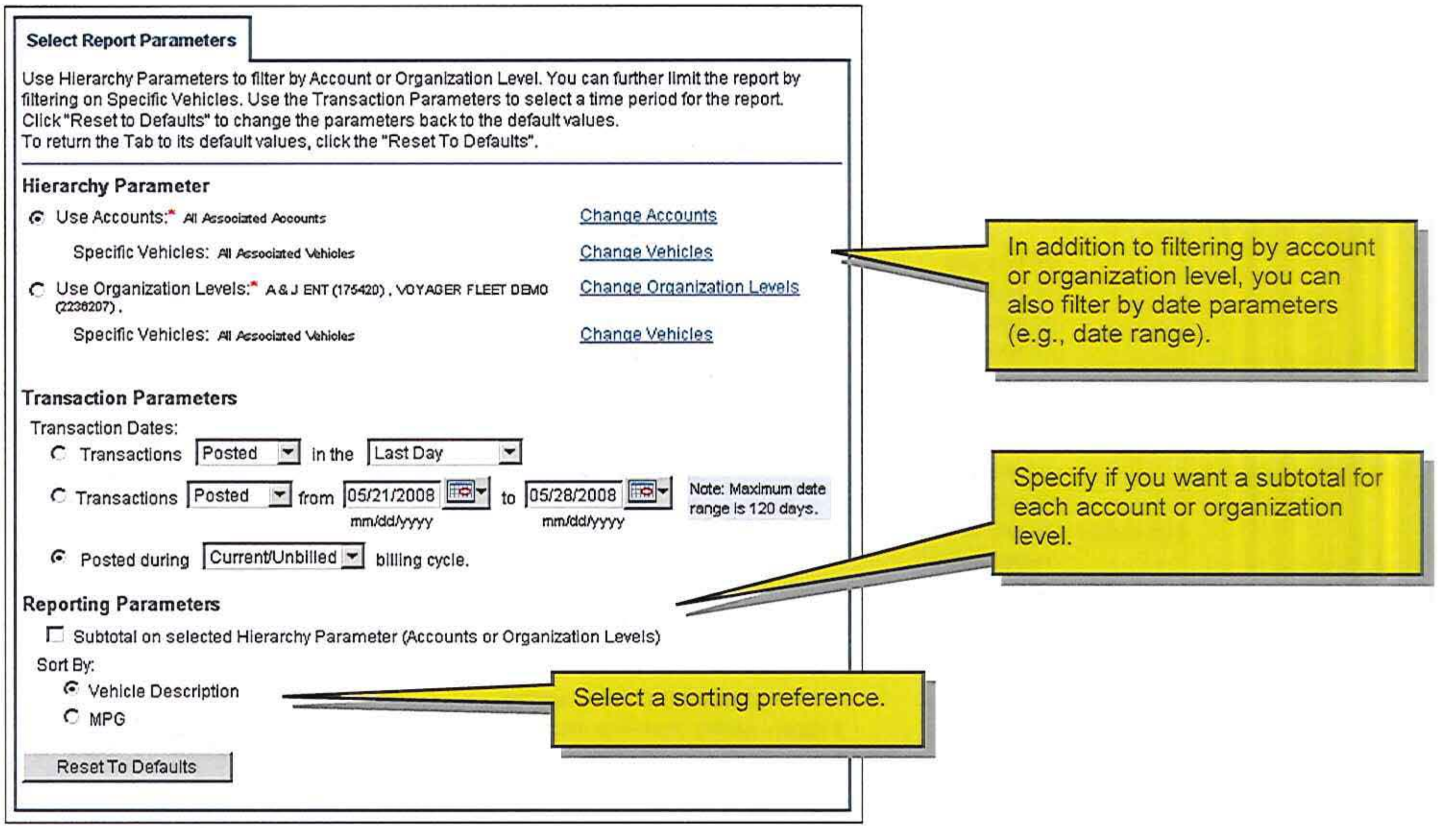
Transaction Sequence Report : 552-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/07/2008	**Primary SFT:**	.00	**Net Purchase:**	52.90
Time:	08:07:00	**Secondary SFT:**	.00	**Location Name:**	
Driver No:	123456	**State Sales Tax:**	.00	**Driver Code 1:**	051 971 2213
Driver Name:	HOLMES,MIKE	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	FIFTH THIRD BANK/MPS (MP)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	KROGER FUEL #7563	**Vehicle Code 1:**	RMH	**Driver Code 4:**	
Address:	4017 14TH ST	**Vehicle Code 2:**	HOLMES	**Driver Code 5:**	
City:	PLANO	**Vehicle Code 3:**		**Card Code 1:**	HO-TX-BASE
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	75074-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	07460010	**Location No:**	4445091123364	**Card Code 4:**	
Card ID:	000002	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001002	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	07 HONDA PILOT	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	363 YXK	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:	5FNYF28567B039183	**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	10850	**Card Level 5 Text:**	SALES		
Product:	UNLD	**Card Level 6 Text:**			
Units:	15.33	**Card Level 7 Text:**			
Cost Per Unit:	3.451				
Gross Purchase:	52.90				
Except Code 1:	D=Pattern Discrepancy on Vehicle				
Except Code 2:	A=Pattern Discrepancy on Driver				
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	0=Self Service				

Fuel Economy by Vehicle Description

Purpose: You can use this report to monitor fuel economy for the vehicles (summarized by make and model) in your program. With this information, you can manage and improve the economic and environmental impact of your program.

Sample Parameter Screen



Sample Fuel Economy by Vehicle Description Report

VOYAGER

Fuel Economy Report By Vehicle Description

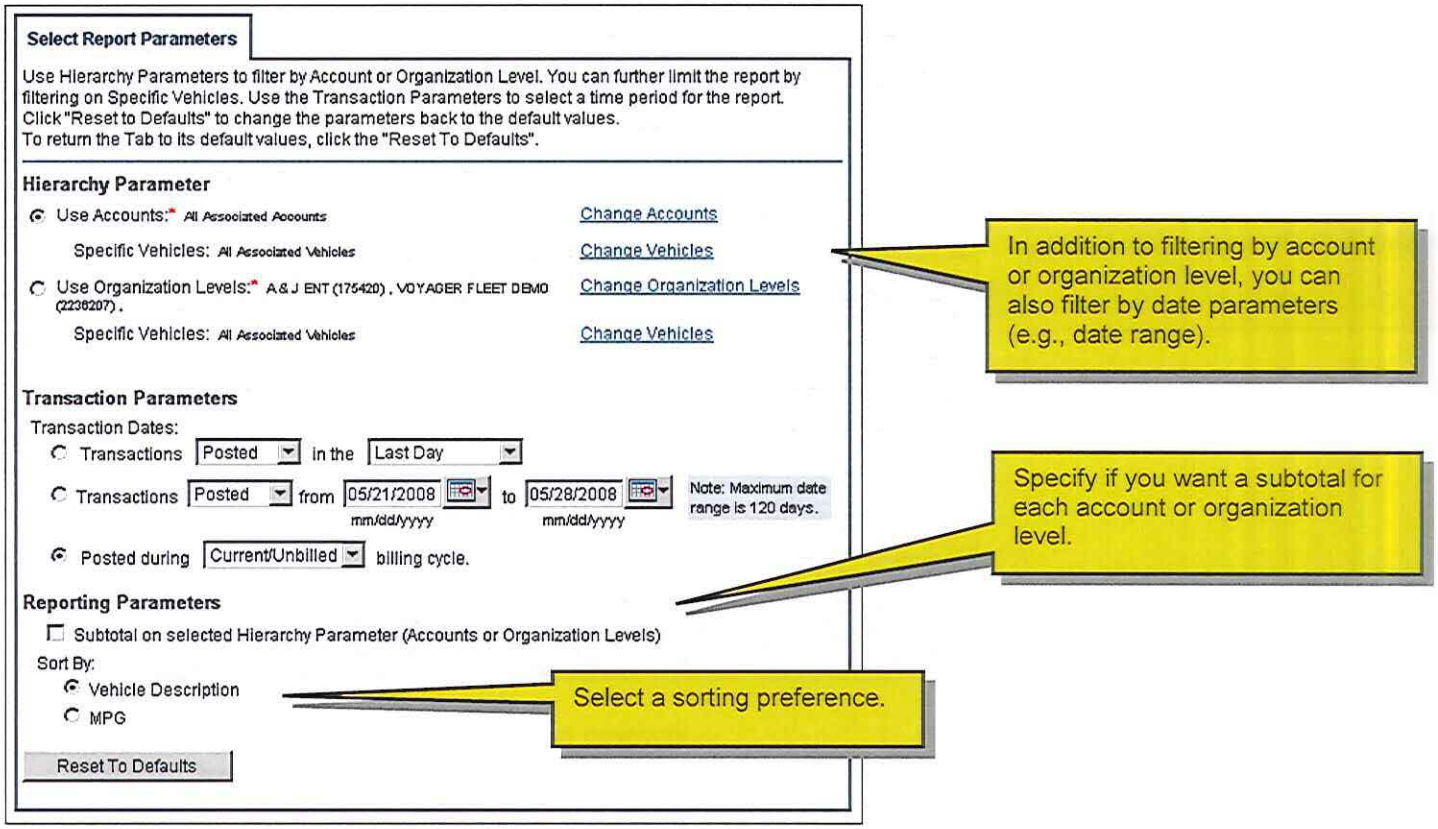
Report Date: 05/29/2008 **Billing Cycle:** Current/Unbilled

** - indicates sorted column*

Vehicle Description*	Miles Driven	Gallons	Miles per Gallon	CPM
03 CHEV TRAIL BLZ	75	4.44	16.89	.21
03 FORD EXPLORER	919	42.58	21.58	.16
04 FORD F150	1431	138.07	10.36	.35
05 FORD F150	594	49.26	12.06	.31
05 NISSAN SENTRA	643	33.23	19.35	.19
06 CHEV TAHOE	622	45.10	13.79	.26
06 LINCOLN NAV	242	17.26	14.02	.28
06 NISSAN ALTIMA	819	37.94	21.59	.17
06 SUZUKI FORENZA	1325	50.65	26.16	.14
07 HONDA PILOT	1231	37.43	32.89	.11
08 NISSAN ALTIMA	1962	115.47	16.99	.21
98 LINCOLN CONTL	757	78.33	9.66	.38
TOTAL	**10620**	**649.76**	**16.34**	**.22**

Click a link to access additional vehicle detail.

Additional Parameters



Sample Fuel Economy by Vehicle Description Report (Vehicle Detail)

VOYAGER

Fuel Economy Report By Vehicle ID

Report Date: 05/29/2008 **Billing Cycle:** Current/Unbilled

** - indicates sorted column*

Vehicle Description *	Vehicle ID	VIN	License & State	Card ID	Begin Odometer	End Odometer	Miles Driven
03 CHEV TRAIL BLZ	001003		NC MNR 7913	000C03	12681	12756	75
TOTAL							**75**

Click to view additional vehicle detail.

Sample Fuel Economy by Vehicle Description Report (Vehicle Detail) (Continued)

y Vehicle ID

Cycle: Current/Unbilled

olumn

	End Odometer	Miles Driven	Gallons	Miles per Gallon	CPM
12681	12756	75	4.44	16.89	.21
		75	**4.44**	**16.89**	**.21**

Sample Fuel Economy by Vehicle Description Report (Vehicle Detail) (Continued)

VOYAGER

VOYAGER FLEET DEMO
Fuel Transaction Detail for Vehicle
Account Number: 869219923
Report Date: 05/29/2008 **Billing Cycle:** Current/Unbilled

Vehicle Description	License Tag	Vehicle ID	VIN	Level 2
03 CHEV TRAIL BLZ	NC-MNR 7913	001003		VOYAGER FLEET DEMO

Level 4	Level 5	Level 6	Level 7
SALES AND MARKETING	SALES		

Card Number	Last Name	Tran ID	Trans Date	Trans Time	Prod Code	Prod Cat Code	Prod Desc	Quantity	Cost per Unit	Odo Begin	Odo End	Miles Driven	MPG
000003	CALLOWAY	570-1	2008/05/15	20:42	A1	FU	UNLD	4.44	3.61	12681	12756	75	16.89
TOTAL								**4.44**	**3.61**			**75**	**16.89**

Click to view additional transaction detail.

Sample Fuel Economy by Vehicle Description Report (Vehicle Detail) (Continued)

DEMO

l for Vehicle

9219923

Cycle: Current/Unbilled

Level 2	Level 3
VOYAGER FLEET DEMO	VOYAGER FLEET SYSTEMS

Level 7

Cost per Unit	Odo Begin	Odo End	Miles Driven	MPG	Cost per Mile	Tran Amount	Exempt Taxes	Net Dollars	Merchant Name
3.61	12681	12756	75	16.89	.21	16.05	.00	16.05	WILCO #933
3.61			**75**	**16.89**	**.21**		**.00**	**16.05**	

Sample Fuel Economy by Vehicle Description Report (Transaction Detail)

VOYAGER

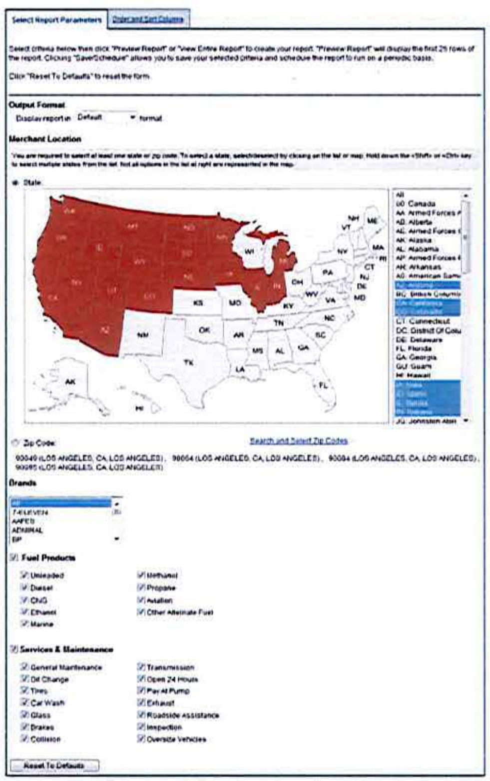
Transaction Sequence Report : 570-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/15/2008	**Primary SFT:**	.00	**Net Purchase:**	16.05
Time:	20:42:00	**Secondary SFT:**	.00	**Location Name:**	
Driver No:	001115	**State Sales Tax:**	.00	**Driver Code 1:**	051 971 2213
Driver Name:	CALLOWAY,RYAN	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	WILCOHESS LLC (WL)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	WILCO #933	**Vehicle Code 1:**	RMH	**Driver Code 4:**	
Address:	1300 BURKE ROAD	**Vehicle Code 2:**	CALLOWAY	**Driver Code 5:**	
City:	SAINT MATTHEW	**Vehicle Code 3:**		**Card Code 1:**	HO-NC-BASE
State:	SC	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	29135	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	624	**Location No:**	1008000933405	**Card Code 4:**	
Card ID:	000003	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001003	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	03 CHEV TRAIL BLZ	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	MNR 7913	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:		**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	12756	**Card Level 5 Text:**	SALES		
Product:	UNLD	**Card Level 6 Text:**			
Units:	4.44	**Card Level 7 Text:**			
Cost Per Unit:	3.615				
Gross Purchase:	16.05				
Except Code 1:	D=Pattern Discrepancy on Vehicle				
Except Code 2:	A=Pattern Discrepancy on Driver				
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	9=Unknown				

Merchant List Report

Purpose: You can use this report to generate a comprehensive or filtered list of the merchant locations that accept the Voyager Fleet Card.

Sample Parameter Screen



Sample Merchant List Report

VOYAGER

Merchant List Report

Here is the report you created. You can change the report parameters, preview the report, or download the report in the formats available below.

Change Report Parameters | Save/ Schedule | Download as PDF | Download as Excel | Download as CSV | Download as Tab Delimited

VOYAGER

Merchant List Report
Report Date: 08/22/2014

Brand	Merchant Name	Merchant Street Address	Merchant City	Merchant State	Merchant Zip Code	Unleaded Fuel	Diesel Fuel	CNG	Ethanol Fuel	Marin
BP	ARCO#42878 DL AZ	1990 W STATE ROUTE 89A	SEDONA	AZ	86336	Y	Y	Y	Y	Y
BP	ARCO#42879 DL AZ	786 W GUADALUPE RD	GILBERT	AZ	85233	Y	Y	Y	Y	Y
BP	ARCO#42881 DL AZ	286 WALKER RD	PRESCOTT	AZ	86303	Y	Y	Y	Y	Y
BP	ARCO42880 DL AZ	365 E SOUTHERN AVE	MESA	AZ	85210	Y	Y	Y	Y	Y
CHEVRON	24 HR FOOD MART, INC.	5035 W MCDOWELL RD	PHOENIX	AZ	85035	Y	Y			
CHEVRON	32T, LLC	3210 E THOMAS RD	PHOENIX	AZ	85018	Y				
CHEVRON	AKTRON LLC	3265 S GOLDFIELD RD	APACHE JCT	AZ	85119	Y	Y			
CHEVRON	ARIZONA FUEL DISTRIBUTORS	6890 N SANDARIO RD	TUCSON	AZ	85743	Y				
CHEVRON	B & Z INVESTMENTS I, INC.	5965 E BROWN RD	MESA	AZ	85205	Y				
CHEVRON	B.A. HONG INC.	1515 N 75TH AVE	PHOENIX	AZ	85043	Y	Y			
CHEVRON	BHAJI 3 POINTS GEN STORE	16225 W AJO HWY	TUCSON	AZ	85735	Y				
CHEVRON	BILL'S OAK GROVE GAS AND	7000 W CHANDLER BLVD	CHANDLER	AZ	85226	Y	Y			
CHEVRON	BILTMORE AUTOMOTIVE CENTE	7001 N 16TH ST	PHOENIX	AZ	85020	Y	Y			
CHEVRON	BOSS INVESTMENTS, LLC	12621 N PARADISE VILLAGE PKWY W	PHOENIX	AZ	85032	Y	Y			
CHEVRON	BRO RETAIL GROUP, INC	1446 E CHANDLER BLVD	PHOENIX	AZ	85048	Y	Y			
CHEVRON	BRO RETAIL GROUP, INC.	4350 E INDIAN SCHOOL RD	PHOENIX	AZ	85018	Y	Y			
CHEVRON	BRO RETAIL GROUP, INC.	1205 W BASELINE RD	MESA	AZ	85202	Y	Y			
CHEVRON	BRO RETAIL GROUP, INC.	11425 E VIA LINDA	SCOTTSDALE	AZ	85259	Y				
CHEVRON	BRO RETAIL GROUP, INC.	4266 W ANTHEM WAY	ANTHEM	AZ	85086	Y				
CHEVRON	BRO RETAIL GROUP, INC.	75 E 29TH AVE	APACHE JCT	AZ	85119	Y	Y			
CHEVRON	BRO RETAIL GROUP, INC.	15059 W R H JOHNSON BLVD	SUN CITY	AZ	85375	Y	Y			
CHEVRON	BRO RETAIL GROUP, INC.	3610 W PINNACLE PEAK RD	GLENDALE	AZ	85310	Y	Y			

Sample Merchant List Report (Continued)

VOYAGER®

Merchant List Report

Here is the report you created. You can change the report parameters, preview the report, or download the report in the formats available below.

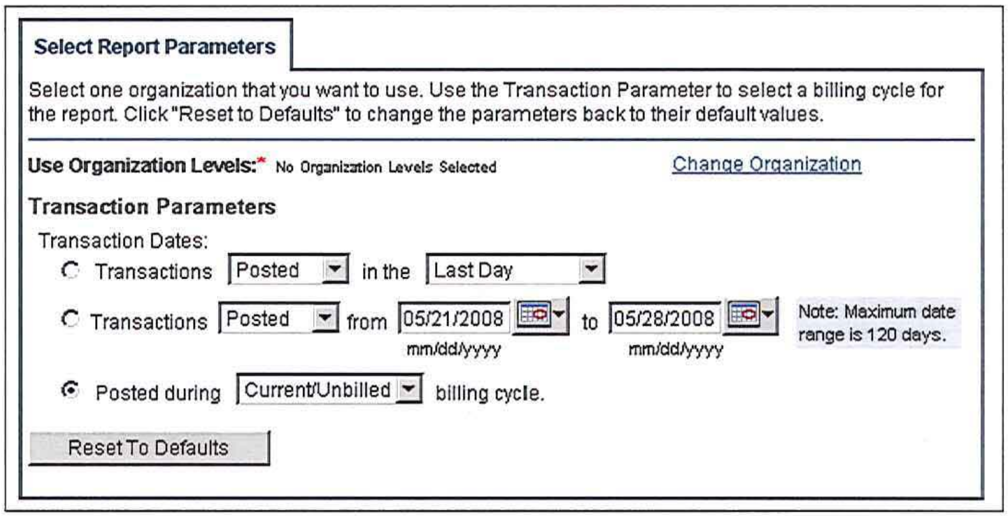
Change Report Parameters | Save/ Schedule | Download as PDF | Download as Excel | Download as CSV | Download as Tab Delimited

Marine Fuel	Methanol Fuel	Propane Fuel	Aviation Fuel	Other Alternative Fuel	General Maintenance	Oil Change	Tires	Car Wash	Glass	Brakes	Collision	Transmission	Open 24 Hours	Pay at the Pump	Exhaust	Roadsi
Y	Y	Y	Y	Y	Y			Y			Y		Y	Y		
Y	Y	Y	Y	Y	Y			Y			Y		Y	Y		
Y	Y	Y	Y	Y	Y			Y			Y		Y	Y		
Y	Y	Y	Y	Y	Y			Y			Y		Y	Y		
								Y								
								Y								

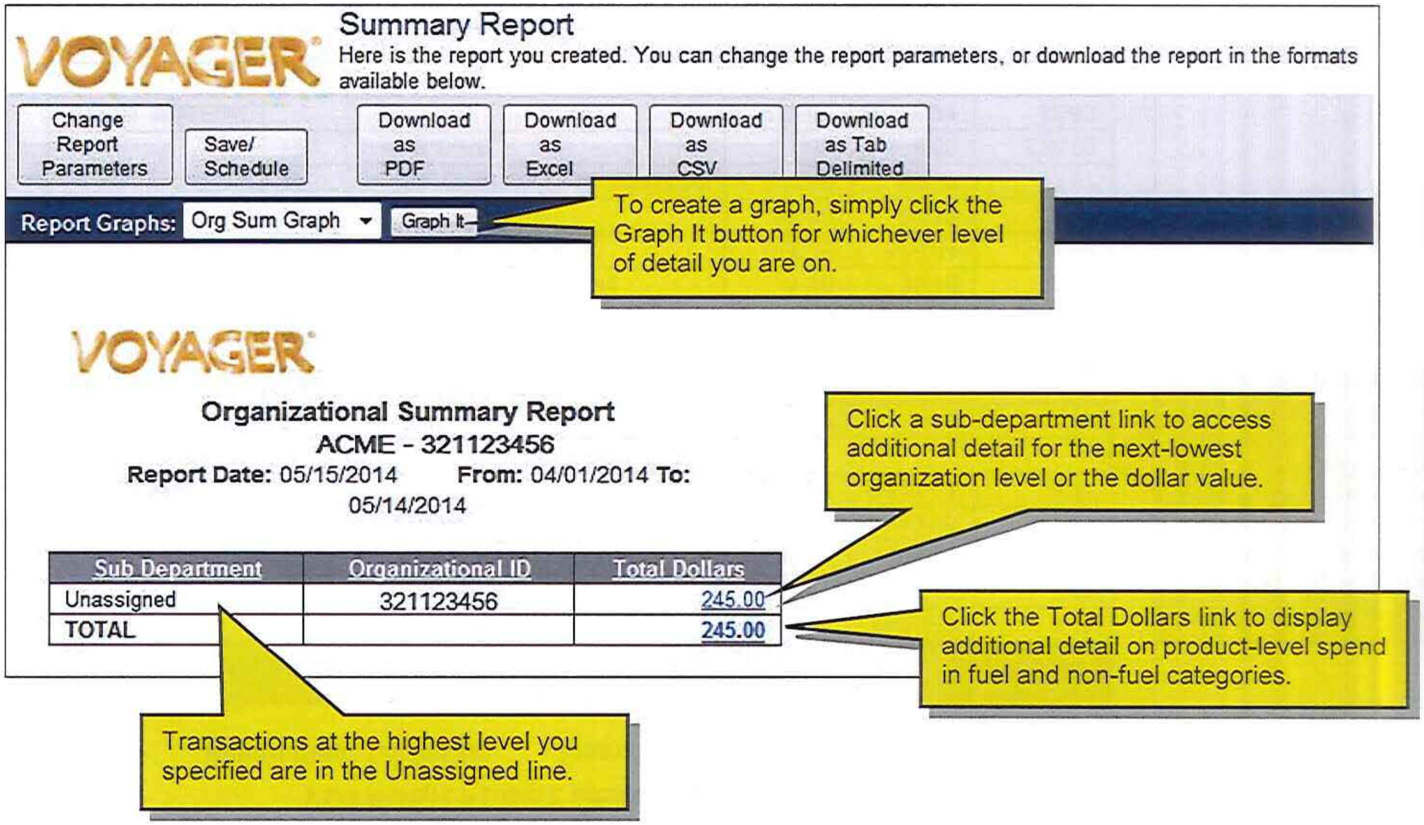
Organization Summary

Purpose: You can use the organization summary report to get a high-level overview of your fleet program. From the high-level summary, you can drill down into the organization level summaries. With this information, you can keep track of the scope of your program by organization level.

Sample Parameter Screen



Sample Organization Summary Report



Sample Organization Summary Report (Product Type Summary Detail)

VOYAGER

Product Type Summary Report

VOYAGER FLEET DEMO - 200086750

Report Date: 12/09/2008 **From:** 10/01/2008 **To:** 12/08/2008

Product Type	Product Code	Product Description	Total Units	Total Dollars	Average Price/Unit
Fuel	01	UNLEADED	1,329.87	2,926.57	2.20
	02	UNLEADED PLUS	332.81	857.11	2.58
	04	UNLEADED SUPER	126.78	284.71	2.25
	53	ETHANOL	22.79	43.05	1.89
***TOTAL Fuel**			**1,812.25**	**4,111.44**	**2.27**
Non-Fuel	09	OIL	.00	.00	.00
	10	ACCESSORIES	5.00	14.95	2.99
	14	FOOD	5.00	7.35	1.47
	23	TIRES	4.00	1,096.00	274.00
	32	STATE INSPECTION	1.00	39.75	39.75
	33	MISCELLANEOUS	117.00	570.64	4.88
	34	TAX SALES	37.00	60.19	1.63
	45	OIL CHANGE FULL SERVICE	2.00	55.33	27.67
	M8	BRAKES	1.00	328.00	328.00
***TOTAL Non-Fuel**			**172.00**	**2,172.21**	**12.63**
TOTAL				**6,283.65**	

The Product Type Summary drill-down report gives you a breakdown of spend in each product by total units, total dollars, and average price per unit. You can use this information for overall planning and budget analysis.

Sample Organization Summary Report (Organization Detail)

Organizational Summary Report

VOYAGER FLEET SYSTEMS - 300114389

Report Date: 12/09/2008 **From:** 10/01/2008 **To:** 12/08/2008

Sub Department	Organizational ID	Total Dollars
MARKETING	400034754	383.02
SALES AND MARKETING	400034572	5,900.63
TOTAL		**6,283.65**

Click a link to access additional detail for the next-lowest organization level or the dollar value.

Sample Organization Summary Report (Organization Detail) (Continued)

Organizational Summary Report

MARKETING - 400034754

Report Date: 12/09/2008 **From:** 10/01/2008 **To:** 12/08/2008

Sub Department	Organizational ID	Total Dollars
PROJECT MANAGER	500033500	383.02
TOTAL		**383.02**

Click a link to access additional detail for the next-lowest organization level or the dollar value.

Sample Organization Summary Report (Organization Detail) (Continued)

VOYAGER

Product Type Summary Report

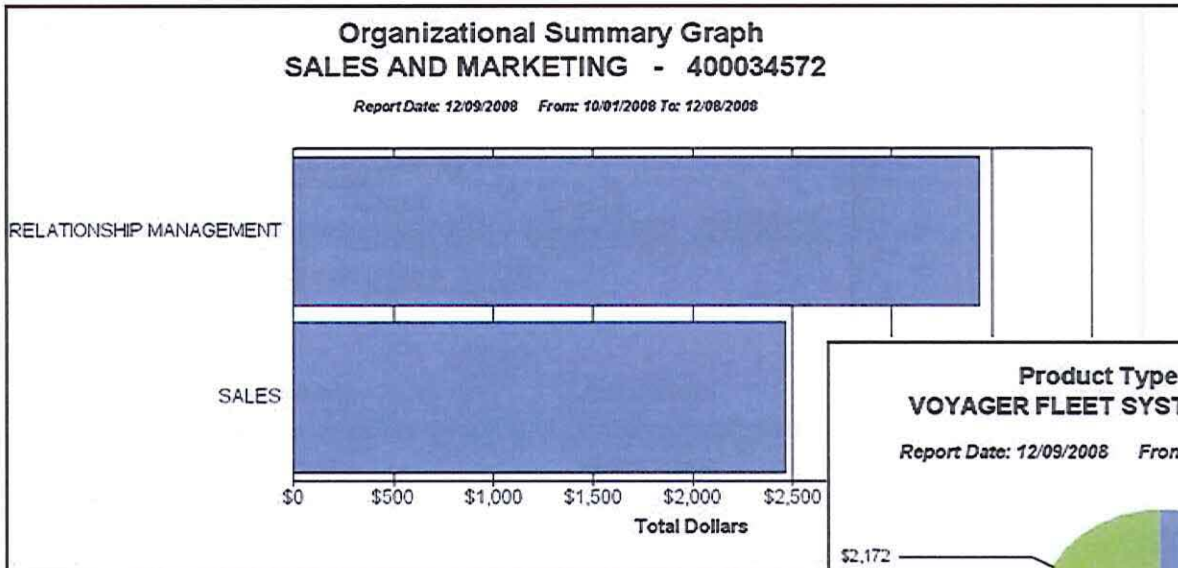
PROJECT MANAGER - 500033500

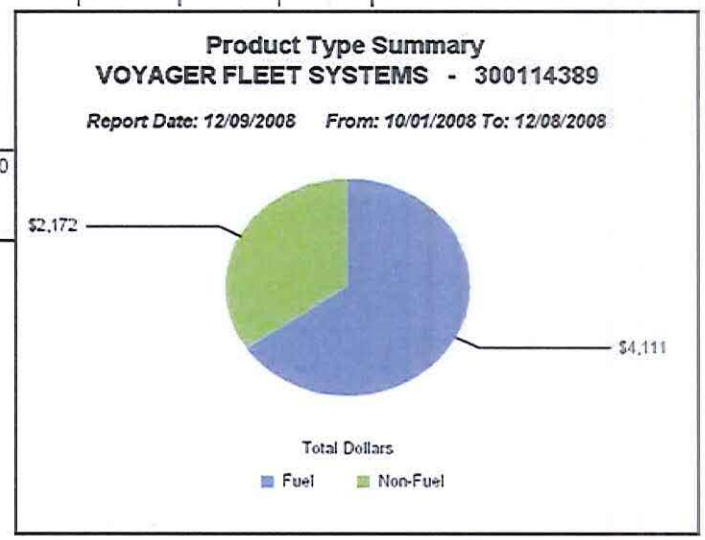
Report Date: 12/09/2008 **From:** 10/01/2008 **To:** 12/08/2008

Product Type	Product Code	Product Description	Total Units	Total Dollars	Average Price/Unit
Fuel	01	UNLEADED	185.74	383.02	2.06
***TOTAL Fuel**			**185.74**	**383.02**	**2.06**
TOTAL				**383.02**	

Organization Summary Graphs

You can select to create a graph from any level of detail you are on.

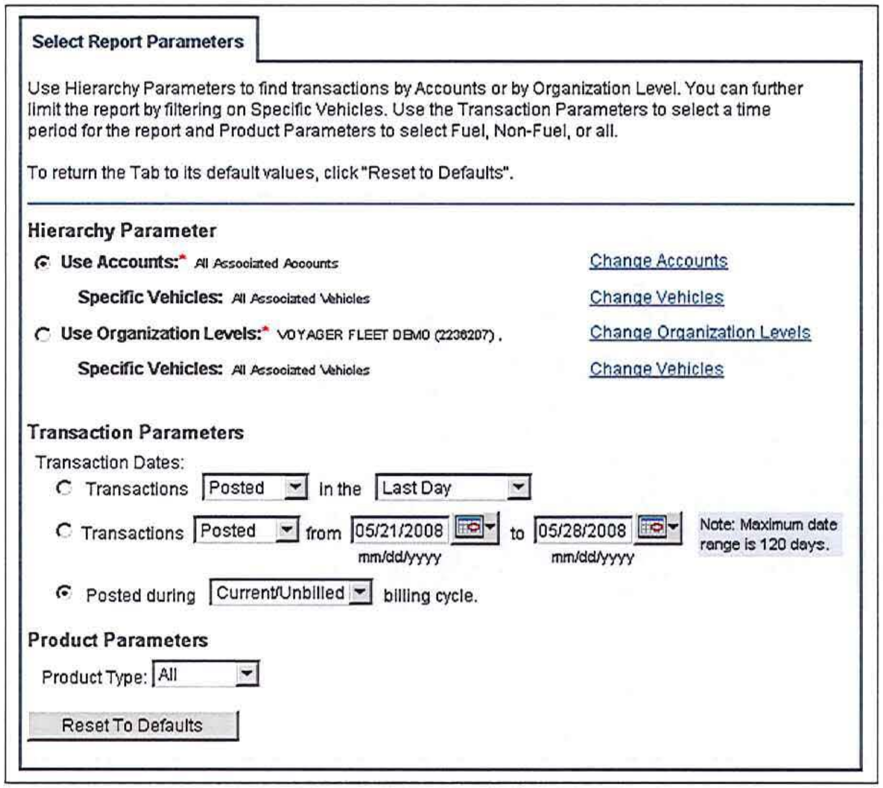




Vehicle Cost Analysis

Purpose: You can use this report to get a detailed picture of the cost of each vehicle in your program. With this information, you can monitor program expenses and improve cost management.

Sample Parameter Screen



Select Report Parameters

Use Hierarchy Parameters to find transactions by Accounts or by Organization Level. You can further limit the report by filtering on Specific Vehicles. Use the Transaction Parameters to select a time period for the report and Product Parameters to select Fuel, Non-Fuel, or all.

To return the Tab to its default values, click "Reset to Defaults".

Hierarchy Parameter

Use Accounts:* All Associated Accounts — Change Accounts

Specific Vehicles: All Associated Vehicles — Change Vehicles

Use Organization Levels:* VOYAGER FLEET DEMO (2236207) . — Change Organization Levels

Specific Vehicles: All Associated Vehicles — Change Vehicles

Transaction Parameters

Transaction Dates:

Transactions Posted in the Last Day

Transactions Posted from 05/21/2008 mm/dd/yyyy to 05/28/2008 mm/dd/yyyy — Note: Maximum date range is 120 days.

Posted during Current/Unbilled billing cycle.

Product Parameters

Product Type: All

Reset To Defaults

Sample Vehicle Cost Analysis Report

VOYAGER

Vehicle Cost Analysis Report

VOYAGER FLEET DEMO
ATTN CHRISTY MOORE
PO BOX 790049
HOUSTON,TX 77279

Report Date: 05/29/2008 **Closing Date:** UNBILLED

Vehicle ID	Vehicle Description	VIN	License & ST	Begin Odometer	End Odometer	Miles Driven
001002	07 HONDA PILOT	5FNYF28567B039183	363 YXK TX	10197	11428	1231

Product Category	Transactions	Units/Gallons	Average Cost per Unit/Gallon	Gross Dollars	Exempt Taxes	Net Dollars	Miles Driven	MPG
Fuel	3	37.43	$3.53	$132.27	$.00	$132.27	1231	32.89
Vehicle Total	3	37.43		$132.27	$.00	$132.27	1231	

Click a link to access additional product information.

Page 1 of 12

VOYAGER

Vehicle Cost Analysis Report

VOYAGER FLEET DEMO
ATTN CHRISTY MOORE
PO BOX 790049
HOUSTON,TX 77279

Scroll down to view each separate vehicle.

Sample Vehicle Cost Analysis Report (Continued)

Vehicle Cost Analysis Report

Closing Date: UNBILLED

icense & ST	Begin Odometer	End Odometer	Miles Driven
363 YXK TX	10197	11428	1231

s/Gallons	Average Cost per Unit/Gallon	Gross Dollars	Exempt Taxes	Net Dollars	Miles Driven	MPG	Cost per Mile
37.43	$3.53	$132.27	$.00	$132.27	1231	32.89	$.11
37.43		$132.27	$.00	$132.27	1231		$.11

Page 1 of 12

Vehicle Cost Analysis Report

Closing Date: UNBILLED

Sample Vehicle Cost Analysis Report (Product Detail)

VOYAGER

Vehicle Cost Analysis - Drill Down
Product Type Summary Report

VOYAGER FLEET DEMO
ATTN CHRISTY MOORE
PO BOX 790049
HOUSTON,TX 77279

Vehicle Number: 001002 **Report Date:** 05/29/2008 **Closing Date:** UNBILLED

Product Type	Product Code	Product Description	Total Units	Total Dollars	Average Price/Unit
Fuel	UNLD	UNLEADED	37.43	$132.27	$3.53
Total Fuel			37.43	$132.27	$3.53

Click a link to view additional product code detail.

Sample Vehicle Cost Analysis Report (Product Code Detail)

VOYAGER

VOYAGER FLEET DEMO
Vehicle Report

VOYAGER FLEET DEMO
ATTN CHRISTY MOORE
PO BOX 790049
HOUSTON,TX 77279

Account Number: 869219923 **Closing Date:** Unbilled

Vehicle Description	License Tag	Vehicle Number	Level 2	Level 3	Manufacturer's Vehicle ID Number
07 HONDA PILOT	363 YXK	001002	VOYAGER FLEET DEMO	VOYAGER FLEET SYSTEMS	5FNYF28567B039183

Level 4	Level 5	Level 6	Level 7
SALES AND MARKETING	SALES		

Trans Date/Time	Ven ID	Location Number	Invoice Number	Card ID	Driver Name	Odometer	Prod CD	Quantity	Cost Per Unit	Trans Amount	Exceptions
Fuel											
05-07 08:07	MP	4445091123364	07460010	000002	HOLMES,MIKE	10,850	UNLD	15.33	3.45	52.90	DA
05-16 08:24	MP	4445091123364	24570010	000002	HOLMES,MIKE	11,123	UNLD	15.47	3.59	55.55	DA
05-21 06:39	MP	4445091123364	39520010	000002	HOLMES,MIKE	11,428	UNLD	6.63	3.59	23.82	DA
		Total Fuel						**37.43**		**132.27**	

* Milea[...]n not calculated due to date selection or data entitlements

Exceptions: D-Pattern Descrepan[...]t Variance, X-Exceeds Vehicle Capacity, S-Split Transaction

Click a link to view additional invoice detail.

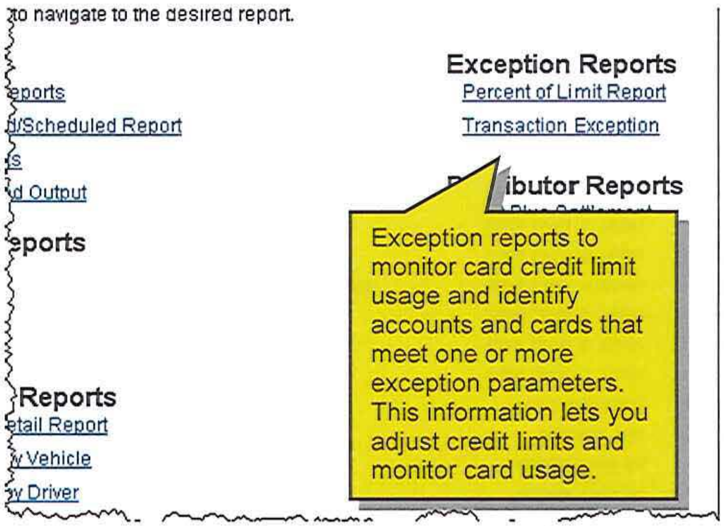
Sample Vehicle Cost Analysis Report (Invoice Detail)

VOYAGER

Transaction Sequence Report : 552-1
Report Date : 05/29/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/07/2008	**Primary SFT:**	.00	**Net Purchase:**	52.90
Time:	08:07:00	**Secondary SFT:**	.00	**Location Name:**	
Driver No:	123456	**State Sales Tax:**	.00	**Driver Code 1:**	051 971 2213
Driver Name:	HOLMES,MIKE	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	FIFTH THIRD BANK/MPS (MP)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	KROGER FUEL #7563	**Vehicle Code 1:**	RMH	**Driver Code 4:**	
Address:	4017 14TH ST	**Vehicle Code 2:**	HOLMES	**Driver Code 5:**	
City:	PLANO	**Vehicle Code 3:**		**Card Code 1:**	HO-TX-BASE
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	75074-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	07460010	**Location No:**	4445091123364	**Card Code 4:**	
Card ID:	000002	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001002	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	07 HONDA PILOT	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	363 YXK	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:	5FNYF28567B039183	**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	10850	**Card Level 5 Text:**	SALES		
Product:	UNLD	**Card Level 6 Text:**			
Units:	15.33	**Card Level 7 Text:**			
Cost Per Unit:	3.451				
Gross Purchase:	52.90				
Except Code 1:	D=Pattern Discrepancy on Vehicle				
Except Code 2:	A=Pattern Discrepancy on Driver				
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	0=Self Service				

Exception Reports



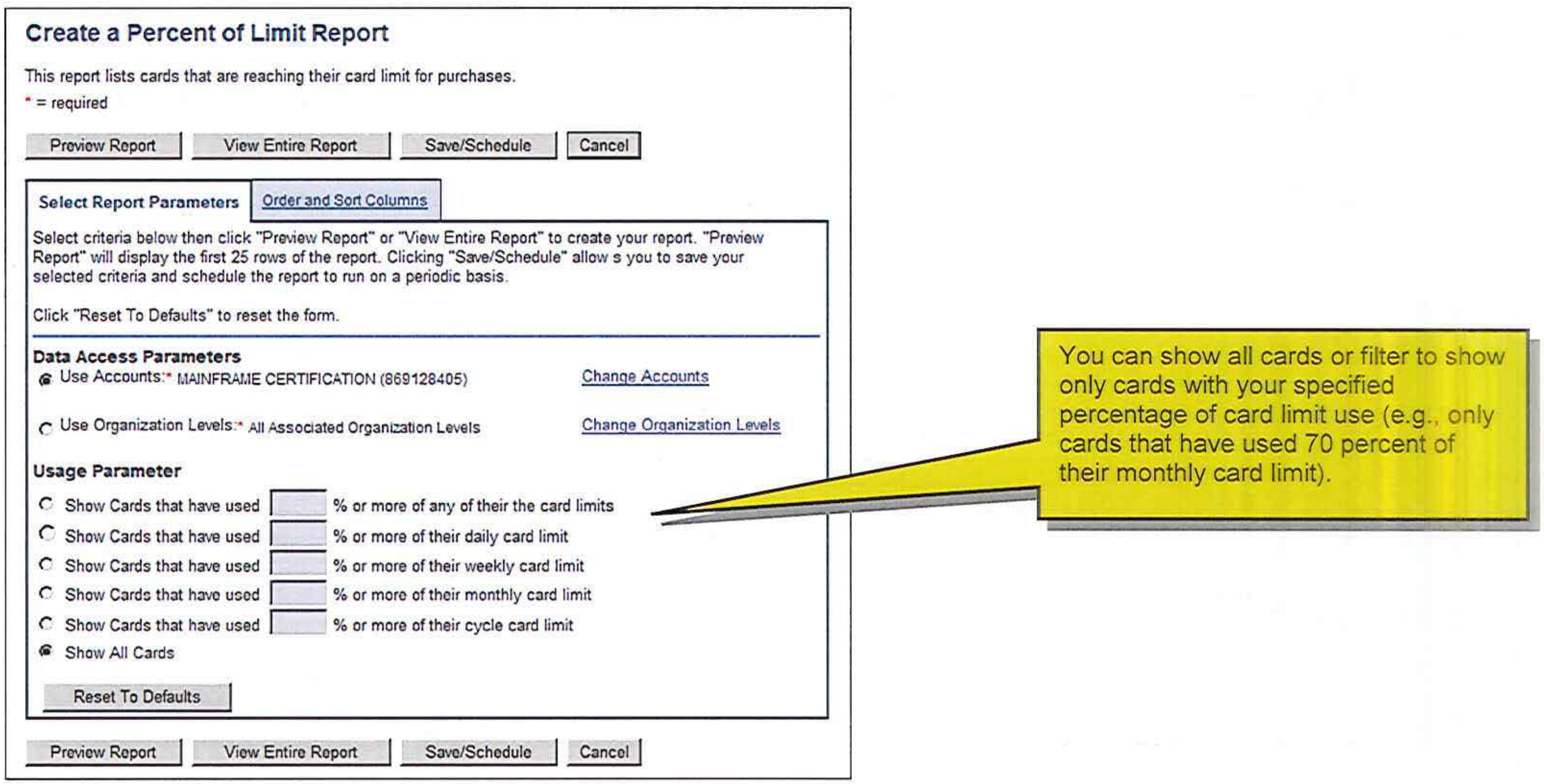
You can use the exception reports in Fleet Commander® *Online* to monitor card limit usage. For example, you can run a report that shows cards that have reached 70 percent of their limits. With this information, you can see where you might need to adjust limits, monitor card usage, and/or make other adjustments to your program.

You can also use the exception reports to identify accounts and transactions that meet one or more exception parameters you select (e.g., excessive vehicle fuel capacity, non-reported federal tax). For example, you can run a report that lists accounts that have transactions that show excessive vehicle fuel capacity or cards that a driver used on an unauthorized day or time (e.g., Sunday after 7 p.m.). In this way, you can monitor your program for potential misuse or to identify needed adjustment in program parameters.

Percent of Limit Report

Purpose: The *Percent of Limit* report lets you see a card's current limit dollar use and percentage use (e.g., card 123456 has used $700/70 percent of its $1,000 monthly limit). With this information, you can adjust card limits, monitor cards usage, and/or make other program adjustments. You can filter by specific accounts or organization levels, and by specific card limit parameters (e.g., daily limit, weekly limit, monthly limit).

Sample Parameter Screen



Sample Percent of Limit Report

VOYAGER

Percent of Card Limit Report
Report Date: 05/30/2008

Account Name	Account Number	Card ID	Driver ID	Driver First Name	Driver Middle Initial	Driver Last Name	Vehicle ID	Vehicle Description	Licen
VOYAGER FLEET DEMO	869219923	000007					001007	08 NISSAN ALTIMA	HBR
VOYAGER FLEET DEMO	869219923	000005					001005	04 FORD F150	18P
VOYAGER FLEET DEMO	869219923	000008					001008	98 LINCOLN CONTL	TOD
VOYAGER FLEET DEMO	869219923	000010					001010	03 FORD EXPLORER	V17
VOYAGER FLEET DEMO	869219923	000016					001016	05 NISSAN SENTRA	641
VOYAGER FLEET DEMO	869219923	000004					001004	05 FORD F150	ACY
VOYAGER FLEET DEMO	869219923	000011					001011	06 CHEV TAHOE	79P
VOYAGER FLEET DEMO	869219923	000017					001017	06 NISSAN ALTIMA	288
VOYAGER FLEET DEMO	869219923	000002					001002	07 HONDA PILOT	363
VOYAGER FLEET DEMO	869219923	000012					001012	06 LINCOLN NAV	5TG
VOYAGER FLEET DEMO	869219923	000003					001003	03 CHEV TRAIL BLZ	MNR

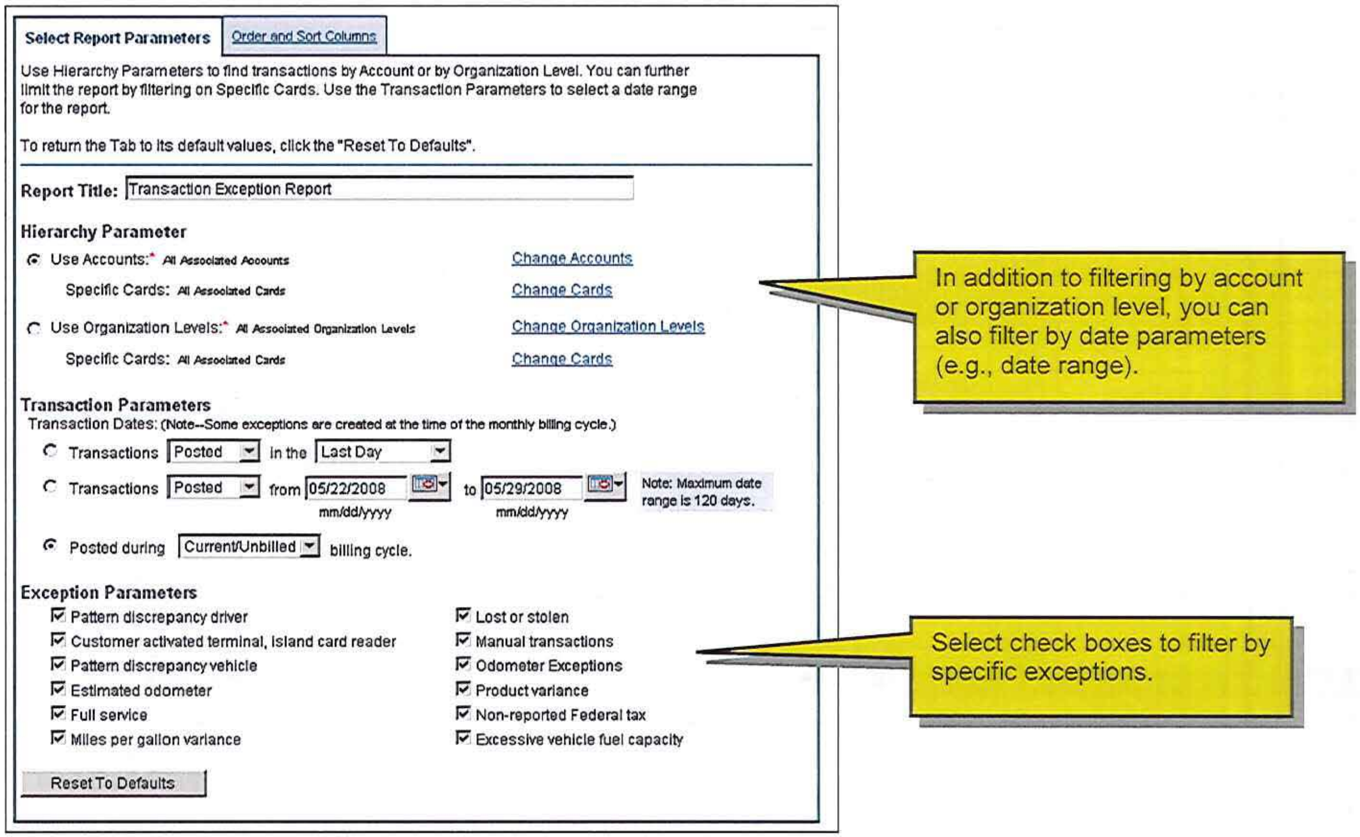
Sample Percent of Limit Report (Continued)

tion	License Number	License State	Monthly Dollars Used	Monthly Dollar Limit	Monthly Percent Used	Remaining Amount	Vehicle Identification Number
MA	HBR 553	TX	543.46	1000.00	54.34	456.54	
	18P YN1	TX	500.76	1000.00	50.07	499.24	
NTL	TODAH	TX	306.58	1000.00	30.66	693.42	
RER	V17 CZN	TX	150.62	500.00	30.12	349.38	
TRA	641 FVR	TX	242.98	1000.00	24.29	757.02	
	ACY 8651	GA	183.10	1000.00	18.31	816.90	
	79P PW3	TX	164.54	1000.00	16.45	835.46	
MA	288 RJW	TX	137.28	1000.00	13.72	862.72	1N4AL11D66N451843
T	363 YXK	TX	132.27	1000.00	13.22	867.73	5FNYF28567B039183
V	5TGS022	CA	75.30	1000.00	7.53	924.70	
BLZ	MNR 7913	NC	16.05	1000.00	1.60	983.95	

Transaction Exception Report

Purpose: You can use the transaction exception report to identify accounts and transactions that meet one or more exception parameters you select (e.g., excessive vehicle fuel capacity, non-reported federal tax). With this information, you can monitor card usage and adjust your program as needed.

Sample Parameter Screen



Sample Transaction Exception Report

VOYAGER

Transaction Exception Report
Report Date: 05/30/2008

Account Number	Card ID	Transaction Occurred Date	Transaction Time	Invoice Number	Product Description	Units	Transaction Line Amount	Actual Od
869219923	000002	05/07/2008	08:07:00	07460010	UNLEADED	15.33	52.90	
869219923	000002	05/16/2008	08:24:00	24570010	UNLEADED	15.47	55.55	
869219923	000002	05/21/2008	06:39:00	39520010	UNLEADED	6.63	23.82	
869219923	000003	05/15/2008	20:42:00	624	UNLEADED	4.44	16.05	
869219923	000004	05/06/2008	19:27:00	1329752	UNLEADED PLUS	12.42	47.20	
869219923	000004	05/12/2008	21:51:00	51140010	UNLEADED	21.32	77.40	
869219923	000005	05/05/2008	17:28:00	0384917	SUPER UNLEADED	24.91	86.66	
869219923	000005	05/12/2008	07:36:00	0439661	SUPER UNLEADED	21.04	76.16	
869219923	000005	05/13/2008	17:22:00	0452052	SUPER UNLEADED	13.81	50.00	
869219923	000005	05/16/2008	21:51:00	0482026	SUPER UNLEADED	22.97	83.15	
869219923	000005	05/20/2008	20:52:00	0519397	SUPER UNLEADED	13.81	50.00	
869219923	000005	05/20/2008	21:09:00	0519546	SUPER UNLEADED	21.64	78.32	
869219923	000005	05/24/2008	12:50:00	0162792	UNLEADED	8.92	34.79	
869219923	000005	05/25/2008	22:07:00	0576355	UNLEADED	10.97	41.68	
869219923	000006	05/10/2008	17:47:00	00828381	MISCELLANEOUS	1.00	18.27	
869219923	000006	05/14/2008	10:55:00	0484360	10% GASOHOL	11.59	42.19	
869219923	000006	05/15/2008	11:08:00	9656102	OIL	1.00	39.34	
869219923	000006	05/23/2008	12:28:00	00845394	MISCELLANEOUS	1.00	42.66	
869219923	000006	05/25/2008	11:43:00	0676403	10% GASOHOL	13.46	51.15	
869219923	000007	05/03/2008	08:36:00	0351822	MISCELLANEOUS	1.00	1.99	
869219923	000007	05/03/2008	08:36:00	0351822	[illegible]LANEOUS	1.00	7.99	
869219923	000007	05/03/2008	08:36:00	0351822	MIS[illegible]OUS	1.00	1.49	
869219923	000007	05/03/2008	08:36:00	0351822	[illegible]		1.99	

Click a link to view additional transaction detail.

Sample Transaction Exception Report (Continued)

e Amount	Actual Odometer	Miles Driven	Transaction Exception Description 1	Transaction Exception Description 2	Transaction Exception Description 3
52.90	10850	653	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
55.55	11123	273	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
23.82	11428	305	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
16.05	12756	75	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
47.20	51	149	Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
77.40	38983	256	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
86.66	67041	362	Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
76.16	680000	316	Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
50.00	67383	207	Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
83.15	67542	159	Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
50.00	660000	97	Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
78.32	68000	151	Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
34.79	70000	62	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
41.68	68000	77	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver	
18.27	25555		Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
42.19	13498	242	Product Variance		
39.34	13533		Product Variance		
42.66	13000		Product Variance		
51.15	14350	625	Product Variance	Pattern Discrepancy on Driver	
1.99	47666		Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
7.99	47666		Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
1.49	47666		Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
1.99	47666		Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
.95	47666		Product Variance	Pattern Discrepancy on Vehicle	Pattern Discrepancy on Driver
	47666	338	Excessive Vehi	Pattern Discrepancy on Vehicle	[illegible]

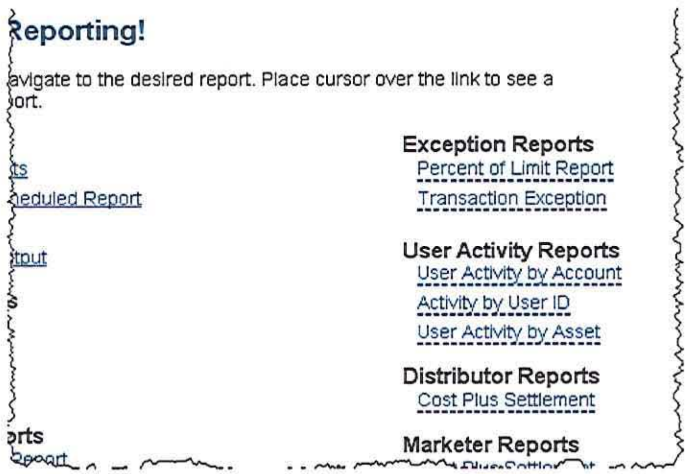
Sample Transaction Exception Report (Transaction Detail)

VOYAGER

Transaction Sequence Report : 552-1
Report Date : 05/30/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/07/2008	**Primary SFT:**	.00	**Net Purchase:**	52.90
Time:	08:07:00	**Secondary SFT:**	.00	**Location Name:**	
Driver No:	123456	**State Sales Tax:**	.00	**Driver Code 1:**	051 971 2213
Driver Name:	HOLMES,MIKE	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	FIFTH THIRD BANK/MPS (MP)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	KROGER FUEL #7563	**Vehicle Code 1:**	RMH	**Driver Code 4:**	
Address:	4017 14TH ST	**Vehicle Code 2:**	HOLMES	**Driver Code 5:**	
City:	PLANO	**Vehicle Code 3:**		**Card Code 1:**	HO-TX-BASE
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	75074-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	07460010	**Location No:**	4445091123364	**Card Code 4:**	
Card ID:	000002	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001002	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	07 HONDA PILOT	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	363 YXK	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:	5FNYF28567B039183	**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	10850	**Card Level 5 Text:**	SALES		
Product:	UNLD	**Card Level 6 Text:**			
Units:	15.33	**Card Level 7 Text:**			
Cost Per Unit:	3.451				
Gross Purchase:	52.90				
Except Code 1:	D=Pattern Discrepancy on Vehicle				
Except Code 2:	A=Pattern Discrepancy on Driver				
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	0=Self Service				

User Activity Reports



You can use the information in user activity reports to review detailed history on card, driver, vehicle and purchase order creation and maintenance activities.

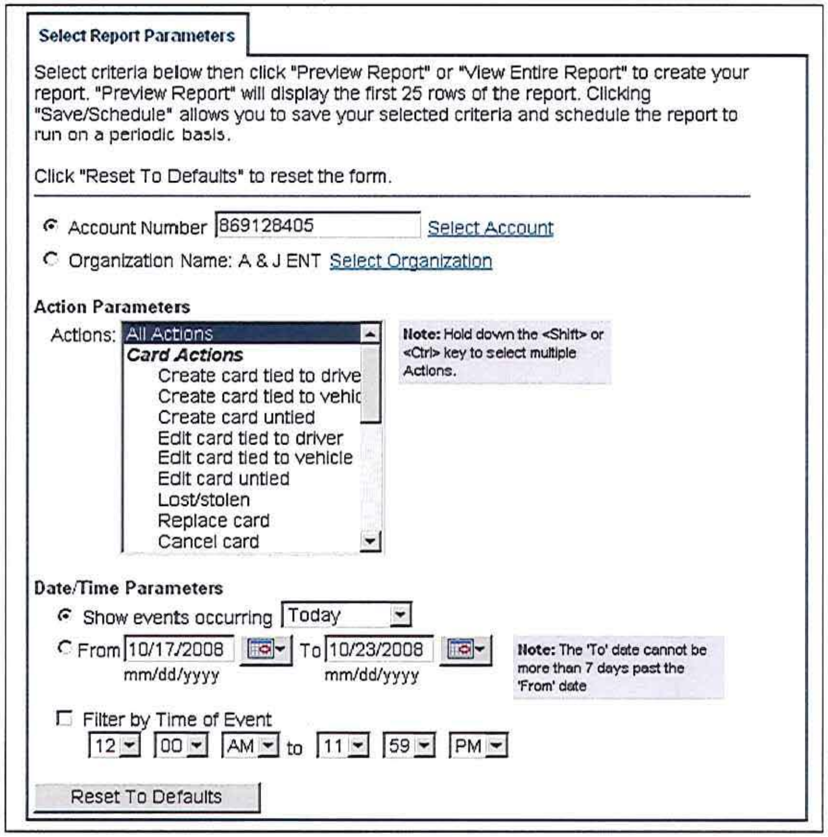
Each report shows the changed items and related actions. You can also drill down into additional detail that shows the before and after version of the change item, with an activity record showing the action taken on the item, including who changed the item and when they changed the item.

These reports let you keep track of who is making changes to your system and what kinds of changes they are making.

User Activity by Account Report

Purpose: You can use this report to review who changed an account or organization. You can filter the report by action type and date range.

Sample Parameter Screen



Sample User Activity by Account Report

VOYAGER

User Activity by Account Report

VOYAGER FLEET DEMO(200086750)

Report Date: 10/23/2008

Change Date Range: 10/17/2008 - 10/23/2008

User Type	User ID	User Name	Change Date	Change Time	Account Number	Account Name	Item Changed	Action	Asset ID
FCO	saoshie1	O Shields, Shondra	10/22/2008	5:53pm	869219923	VOYAGER FLEET DEMO	Vehicle	Edit Vehicle	001006
FCO	UNKNOWN		10/19/2008	12:05am	869219923	VOYAGER FLEET DEMO	Card		000024
FCO	UNKNOWN		10/19/2008	12:05am	869219923	VOYAGER FLEET DEMO	Card	Edit Card Tied to Vehicle	000007
FCO	UNKNOWN		10/19/2008	12:05am	869219923	VOYAGER FLEET DEMO	Card	Edit Card Tied to Vehicle	000008
MAINFRAME	voyager		10/17/2008	1:58pm	869219923	VOYAGER FLEET DEMO	Card	Edit Card Tied to Vehicle	000024
FCO	tllewcun	Lewcun, Terri	10/17/2008	1:56pm	869219923	VOYAGER FLEET DEMO	Card	Edit Card Tied to Vehicle	000024
MAINFRAME	voyager		10/17/2008	1:56pm	869219923	VOYAGER FLEET DEMO	Vehicle	Edit Vehicle	351568

Sample User Activity by Account Report (Asset ID Detail)

User Activity Drill Down Report - Vehicle 001006
Report Date: 10/23/2008

Record	User ID	User Name	Account Number	Account Name	Date of Change	Time of Change	Action	Vehicle ID	License	State
BEFORE	UNKNOWN		869219923	VOYAGER FLEET DEMO	01/23/2008	15:45:29		001006	256 PVM	TX
AFTER	saoshie1	O Shields, Shondra	869219923	VOYAGER FLEET DEMO	10/22/2008	17:53:22	Edit Vehicle	001006	256 PVM	TX

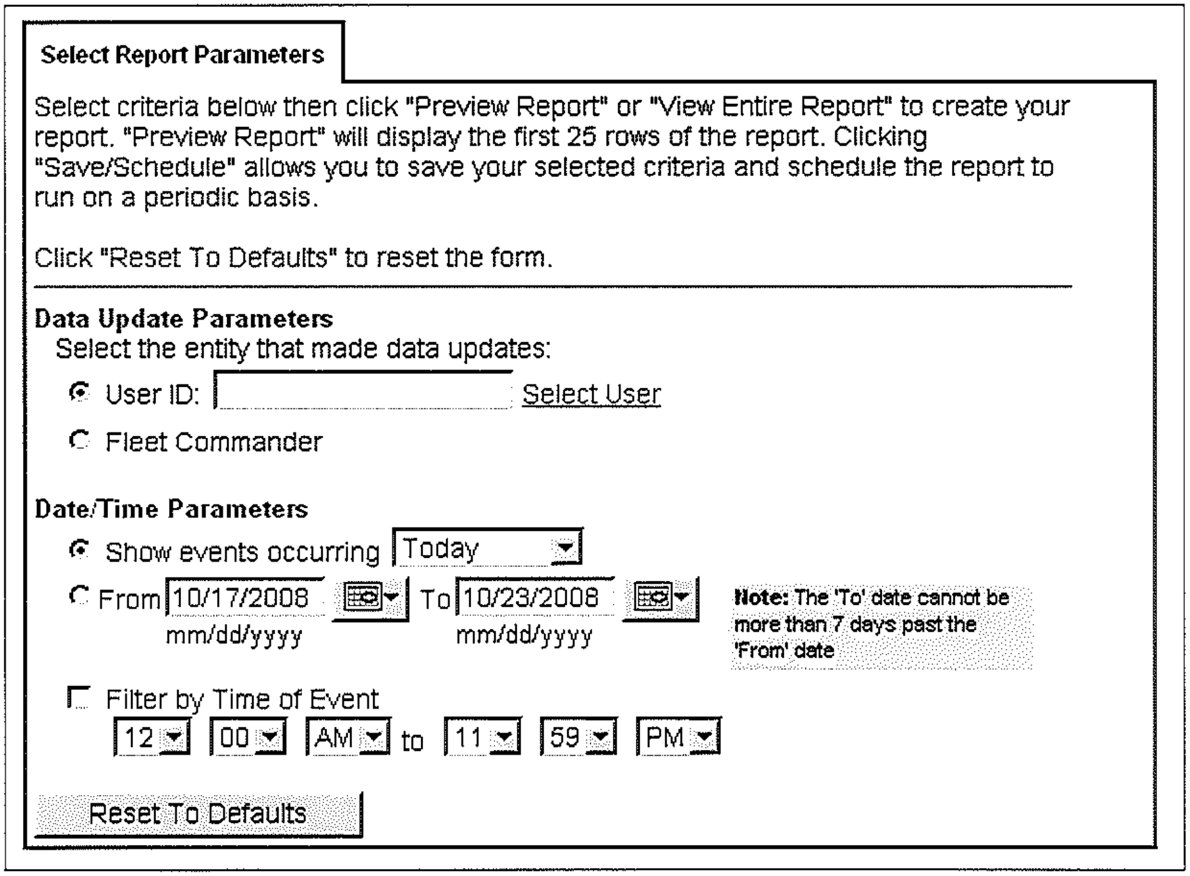
VIN	Vehicle Description	Vehicle Org 1	Vehicle Org 2	Vehicle Org 3	Vehicle Org 4	Vehicle Org 5
	06 SUZUKI FORENZA	VOYAGER FLEET DEMO	VOYAGER FLEET DEMO	VOYAGER FLEET SYSTEMS	SALES AND MARKETING	RELATIONSHIP MANAGEME
	06 SUZUKI FORENZA	VOYAGER FLEET DEMO	VOYAGER FLEET DEMO	VOYAGER FLEET SYSTEMS	SALES AND MARKETING	RELATIONSHIP MANAGEME

Valid Product 1 Capacity	Valid Product 2	Valid Product 2 Capacity	Units Per Gallon	Percent Variance	Units of Measure	Valid Purchase Time for Vehicle	Valid H
15.0		15.0	.0	.00	MILES	ANYTIME	7 days
15.0	05	15.0	.0	.00	MILES	00:00:00 -00:00:00	7 days

User Activity by User ID Report

Purpose: This report lists all changes that a specific user made to card, vehicle, driver and purchase orders over a specified time period.

Sample Parameter Screen



Select Report Parameters

Select criteria below then click "Preview Report" or "View Entire Report" to create your report. "Preview Report" will display the first 25 rows of the report. Clicking "Save/Schedule" allows you to save your selected criteria and schedule the report to run on a periodic basis.

Click "Reset To Defaults" to reset the form.

Data Update Parameters

Select the entity that made data updates:

User ID: Select User

Fleet Commander

Date/Time Parameters

Show events occurring Today

From 10/17/2008 mm/dd/yyyy To 10/23/2008 mm/dd/yyyy

Note: The 'To' date cannot be more than 7 days past the 'From' date

Filter by Time of Event

12 00 AM to 11 59 PM

Reset To Defaults

Sample User Activity by User ID Report

VOYAGER

Activity by User ID Report

Report Date: 10/23/2008
VOYAGER
Change Date Range: 10/17/2008 - 10/23/2008

User Type	Date of Change	Time of Change	Account Number	Account Name	Asset Changed	Asset ID	Action
MAINFRAME	10/23/2008	6:48am	869128405	A & J ENTERPRISES	Driver	666666	Edit Driver
FCO	10/22/2008	4:09pm	869128405	A & J ENTERPRISES	Card	900486	Replace Card
MAINFRAME	10/22/2008	6:48am	869128405	A & J ENTERPRISES	Driver	666666	Edit Driver
MAINFRAME	10/21/2008	6:48am	869128405	A & J ENTERPRISES	Driver	666666	Edit Driver
MAINFRAME	10/20/2008	6:47am	869128405	A & J ENTERPRISES	Driver	666666	Edit Driver
MAINFRAME	10/19/2008	7:47am	869128405	A & J ENTERPRISES	Driver	666666	Edit Driver
FCO	10/19/2008	12:05am	869128405	A & J ENTERPRISES	Card	900486	Edit Card Tied to Vehicle
MAINFRAME	10/18/2008	8:00pm	869128405	A & J ENTERPRISES	Card	900486	Replace Card
MAINFRAME	10/18/2008	6:48am	869128405	A & J ENTERPRISES	Driver	666666	Edit Driver
FCO	10/17/2008	11:26pm	869128405	A & J ENTERPRISES	Card	900486	Replace Card
FCO	10/17/2008	11:26pm	869128405	A & J ENTERPRISES	Vehicle	000001	Edit Vehicle
FCO	10/17/2008	10:26pm	869128405	A & J ENTERPRISES	Vehicle	000001	Edit Vehicle
FCO	10/17/2008	8:50pm	869128405	A & J ENTERPRISES	Card	900486	Edit Card Tied to Vehicle
MAINFRAME	10/17/2008	1:58pm	869219923	VOYAGER FLEET DEMO	Card	000024	Edit Card Tied to Vehicle
MAINFRAME	10/17/2008	1:56pm	869219923	VOYAGER FLEET DEMO	Vehicle	351568	Edit Vehicle
MAINFRAME	10/17/2008	6:49am	869128405	A & J ENTERPRISES	Driver	666666	Edit Driver

Sample User Activity by User ID Report (Asset ID Detail)

User Activity Drill Down Report - Driver 666666

Report Date: 10/23/2008

Record	User ID	User Name	Account Number	Account Name	Date of Change	Time of Change	Action	Change Timestamp	Dr
BEFORE	shared1	Voyager2, Shared1	869128405	A & J ENTERPRISES	10/23/2008	06:31:22	Terminate Driver	2008/10/23 06:48:05.312000	66
AFTER	voyager	,	869128405	A & J ENTERPRISES	10/23/2008	06:48:05	Edit Driver	2008/10/23 06:48:05.312000	66

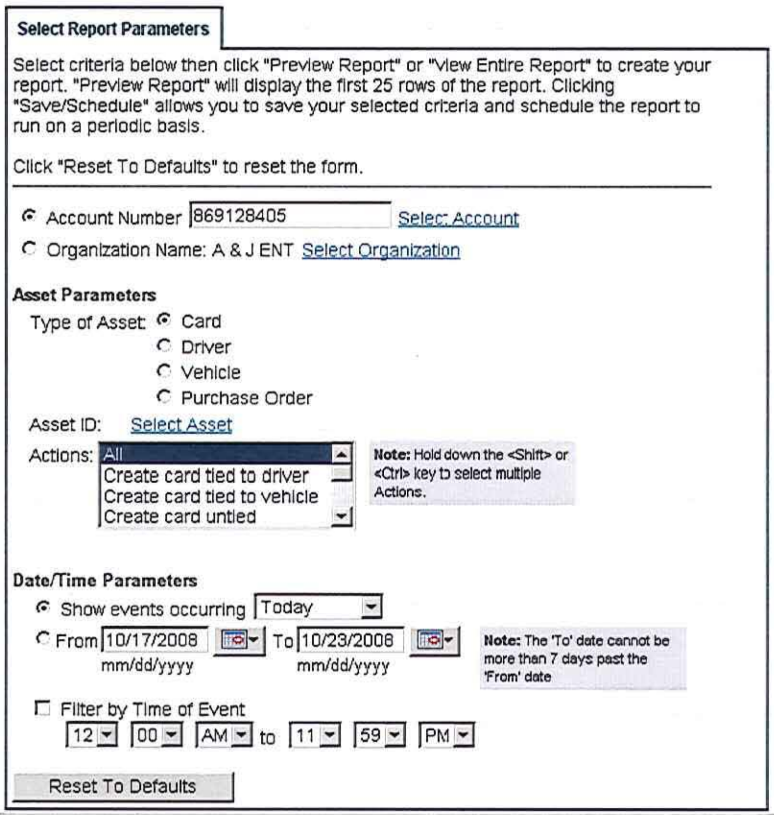
ange	Action	Change Timestamp	Driver ID	Driver Name	Driver Status	Driver Status Date	Driver Org 1	Driver Org 2	Driver Org 3	Driver O
1:22	Terminate Driver	2008/10/23 06:48:05.312000	666666		T	10/23/2008	A & J ENT			
8:05	Edit Driver	2008/10/23 06:48:05.312000	666666		T	10/23/2008	A & J ENT			

Driver User Code 1	Driver User Code 2	Driver User Code 3	Driver User Code 4	Driver User Code 5	Valid Purchase Time for Driver	Valid Purchase Days
111					00:00:00 -00:00:00	7 days a week
111					00:00:00 -00:00:00	7 days a week

User Activity by Asset Report

Purpose: You can use this report to track details on changes to specific assets (e.g., card, vehicle, driver, purchase order).

Sample Parameter Screen



Select Report Parameters

Select criteria below then click "Preview Report" or "View Entire Report" to create your report. "Preview Report" will display the first 25 rows of the report. Clicking "Save/Schedule" allows you to save your selected criteria and schedule the report to run on a periodic basis.

Click "Reset To Defaults" to reset the form.

Account Number 869128405 Select Account

Organization Name: A & J ENT Select Organization

Asset Parameters

Type of Asset: Card

Driver

Vehicle

Purchase Order

Asset ID: Select Asset

Actions: All

Create card tied to driver

Create card tied to vehicle

Create card untied

Note: Hold down the <Shift> or <Ctrl> key to select multiple Actions.

Date/Time Parameters

Show events occurring Today

From 10/17/2008 To 10/23/2008

mm/dd/yyyy mm/dd/yyyy

Note: The 'To' date cannot be more than 7 days past the 'From' date

Filter by Time of Event

12 00 AM to 11 59 PM

Reset To Defaults

Sample User Activity by Asset Report

VOYAGER

User Activity by Asset Report

A & J ENT(100001069)
Report Date: 10/23/2008
Change Date Range: 10/17/2008 - 10/23/2008
Vehicle ID: 000001
All action codes selected

Account Number	Account Name	Change Date	Change Time	Action	User Type	User ID	User Name
869128405	A & J ENTERPRISES	10/22/2008	4:09pm	Edit Vehicle	FCO	kmwinte	Jones, Kay M
869128405	A & J ENTERPRISES	10/17/2008	11:26pm	Edit Vehicle	FCO	voyager	
869128405	A & J ENTERPRISES	10/17/2008	10:26pm	Edit Vehicle	FCO	voyager	
869128405	A & J ENTERPRISES	10/17/2008	1:44pm	Edit Vehicle	FCO	etmprodvalidate	Validated, ETMprod

Sample User Activity by Asset Report (Change Time Detail)

User Activity Drill Down Report - Vehicle 000001
Report Date: 10/23/2008

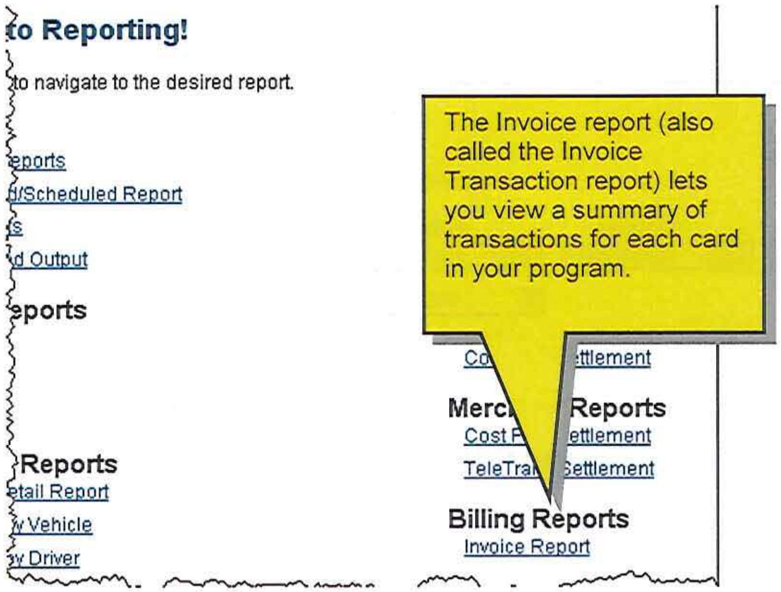
Record	User ID	User Name	Account Number	Account Name	Date of Change	Time of Change	Action	Vehicle ID	License	State	VI
BEFORE	voyager	Emmadi, Lavanya X	869128405	A & J ENTERPRISES	10/17/2008	23:26:28	Edit Vehicle	000001	1017		TEST
AFTER	kmwinte	Jones, Kay M	869128405	A & J ENTERPRISES	10/22/2008	16:09:39	Edit Vehicle	000001	1022		TEST

License	State	VIN	Vehicle Description	Vehicle Org 1	Vehicle Org 2	Vehicle Org 3	Vehicle Org 4	Vehicle Org 5	Vehicle Org 6	Vehicle Org 7	Status
1017		TEST345	COL1	A & J ENT							A
1022		TEST345	DR COLUMN	A & J ENT							A

Units Per Gallon	Percent Variance	Units of Measure	Valid Purchase Time for Vehicle	Valid Purchase Days	Reissue Status	Embossing Line 1	Embossing Line
15.0	.00	MILES	00:00:00 -00:00:00	7 days a week		SALES	
15.0	.00	MILES	00:00:00 -00:00:00	7 days a week		SALES	

Card Expiration Date	Type of Prompt	Prompt for Odometer	Type of Purchase Allowed	Transactions per Day	Transactions per Day : Hard or Soft	Dollar Limit per Mo
06/30/2009	PIN	Yes	Fuel and Other	3	S	1,00
06/30/2009	PIN	Yes	Fuel and Other	3	S	1,00

Billing Reports

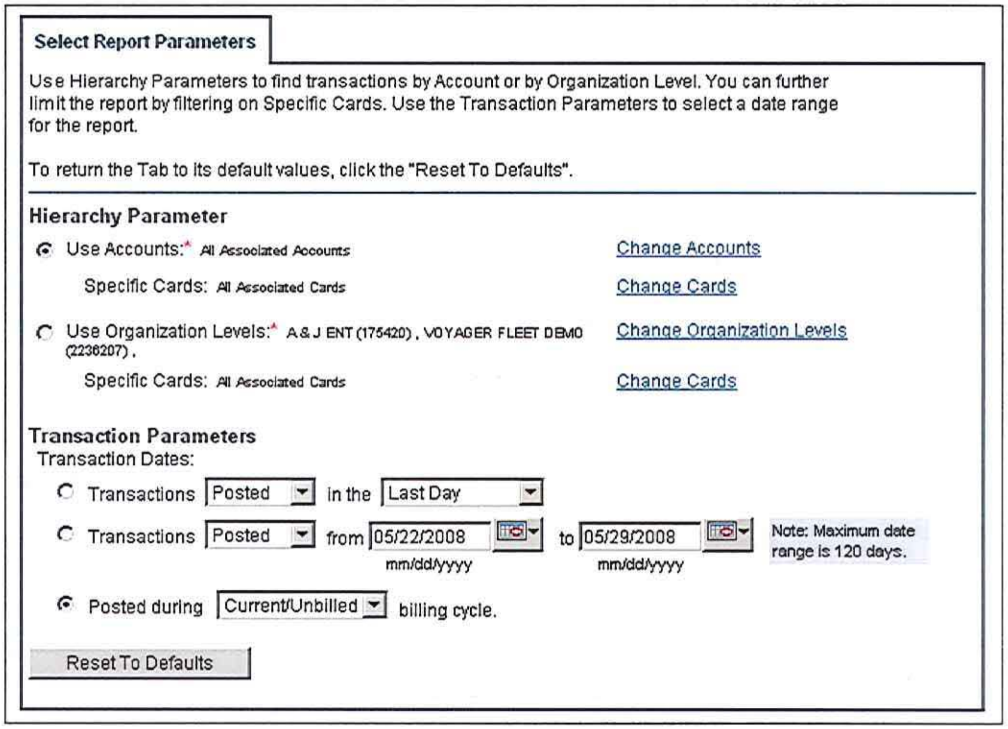


The *Invoice* report (also called the *Invoice Transaction* report) lets you view a summary of transactions for each card in your program. The summary includes card number, date, transaction description, invoice number, amount and additional detail.

Invoice Reports

Purpose: You can use this report to view a summary of transactions for each card, including card number, date, transaction description, invoice number, amount and additional detail.

Sample Parameter Screen


Select Report Parameters

Use Hierarchy Parameters to find transactions by Account or by Organization Level. You can further limit the report by filtering on Specific Cards. Use the Transaction Parameters to select a date range for the report.

To return the Tab to its default values, click the "Reset To Defaults".

Hierarchy Parameter

Use Accounts:* All Associated Accounts — Change Accounts

Specific Cards: All Associated Cards — Change Cards

Use Organization Levels:* A & J ENT (175420) , VOYAGER FLEET DEMO (2236207) , — Change Organization Levels

Specific Cards: All Associated Cards — Change Cards

Transaction Parameters

Transaction Dates:

Transactions Posted in the Last Day

Transactions Posted from 05/22/2008 mm/dd/yyyy to 05/29/2008 mm/dd/yyyy — Note: Maximum date range is 120 days.

Posted during Current/Unbilled billing cycle.

Reset To Defaults

Sample Invoice Report

VOYAGER

VOYAGER FLEET DEMO
Invoice Transaction Report

VOYAGER FLEET DEMO
ATTN CHRISTY MOORE
PO BOX 790049
HOUSTON,TX 77279

ACCOUNT NUMBER: 869219923 **Closing Date:** UNBILLED

Card Number	Transaction Date / Time	Ven ID	Transaction Location / Description	Invoice Number	Msg CD	Prod CD	Quantity	Transaction Amount	Exempted Taxes
000002	05-07 08:07	MP	4017 14TH ST PLANO, TX	07460010	8	UNLD	15.33	52.90	.00
	05-16 08:24	MP	4017 14TH ST PLANO, TX	24570010	8	UNLD	15.47	55.55	.00
	05-21 06:39	MP	4017 14TH ST PLANO, TX	39520010	8	UNLD	6.63	23.82	.00
VOYAGER FLEET DEMO VOYAGER FLEET SYSTEMS									
SALES AND MARKETING SALES									
Total for Card: 000002							**37.43**	**132.27**	**.00**
000003	05-15 20:42	WL	1300 BURKE ROAD SAINT MATTHEW, SC	624	8	UNLD	4.44	16.05	.00
VOYAGER FLEET DEMO VOYAGER FLEET SYSTEMS									
SALES AND MARKETING SALES									
Total for Card: 000003							**4.44**	**16.05**	**.00**
000004	05-06 19:27	CH	2161 LAWRENCEVILLE - SUWA SUWANEE, GA	1329752	8	UNL+	12.42	47.20	.00
	05-12 21:51	MP	2620 ELM HILL PIKE NASHVILLE, TN	51140010	8	UNLD	21.32	77.40	.00
	05-20 11:37	MP	2620 ELM HILL PIKE NASHVILLE, TN	37070010	8	UNLD	15.52	58.50	.00
VOYAGER FLEET DEMO VOYAGER FLEET SYSTEMS									
SALES AND MARKETING SALES									
Total for Card: 000004							**49.26**	**183.10**	**.00**
000005	05-05 17:28	SH	25833 CINCO RANCH BLVD KATY, TX	0384917	8	SUPR	24.91	86.66	.00
	05-12 07:36	SH	25833 CINCO RANCH BLVD KATY, TX	0439661	8	SUPR	21.04	76.16	.00
	05-13 17:22	SH	25833 CINCO RANCH BLVD KATY, TX	0452052	8	SUPR	13.81	50.00	.00
	05-16 21:51	SH	25833 CINCO RANCH BLVD KATY, TX	0482026	8	SUPR	22.97	83.15	.00
	05-20 20:52	SH	25833 CINCO RANCH BLVD KATY, TX	0519397	8	S	13.81	50.00	.00

Click a link to view additional invoice detail.

Scroll down to view each card.

Sample Invoice Report (Invoice Detail)

VOYAGER

Transaction Sequence Report : 552-1
Report Date : 05/30/2008

Account No:	869219923	**Federal Tax:**	.00	**PO Number:**	
Date:	05/07/2008	**Primary SFT:**	.00	**Net Purchase:**	52.90
Time:	08:07:00	**Secondary SFT:**	.00	**Location Name:**	
Driver No:	123456	**State Sales Tax:**	.00	**Driver Code 1:**	051 971 2213
Driver Name:	HOLMES,MIKE	**Local Tax:**	.00	**Driver Code 2:**	
Vendor:	FIFTH THIRD BANK/MPS (MP)	**Misc Tax:**	.00	**Driver Code 3:**	
Merchant:	KROGER FUEL #7563	**Vehicle Code 1:**	RMH	**Driver Code 4:**	
Address:	4017 14TH ST	**Vehicle Code 2:**	HOLMES	**Driver Code 5:**	
City:	PLANO	**Vehicle Code 3:**		**Card Code 1:**	HO-TX-BASE
State:	TX	**Vehicle Code 4:**		**Card Code 2:**	
Zip:	75074-0000	**Vehicle Code 5:**		**Card Code 3:**	
Invoice No:	07460010	**Location No:**	4445091123364	**Card Code 4:**	
Card ID:	000002	**Fuel/Non-Fuel:**	Y	**Card Code 5:**	
Vehicle No:	001002	**Card Level 1 Text:**	VOYAGER FLEET DEMO		
Vehicle Descr:	07 HONDA PILOT	**Card Level 2 Text:**	VOYAGER FLEET DEMO		
License:	363 YXK	**Card Level 3 Text:**	VOYAGER FLEET SYSTEMS		
VIN:	5FNYF28567B039183	**Card Level 4 Text:**	SALES AND MARKETING		
Odometer:	10850	**Card Level 5 Text:**	SALES		
Product:	UNLD	**Card Level 6 Text:**			
Units:	15.33	**Card Level 7 Text:**			
Cost Per Unit:	3.451				
Gross Purchase:	52.90				
Except Code 1:	D=Pattern Discrepancy on Vehicle				
Except Code 2:	A=Pattern Discrepancy on Driver				
Except Code 3:					
Purchase Method:	8=At the Pump				
Service:	0=Self Service				

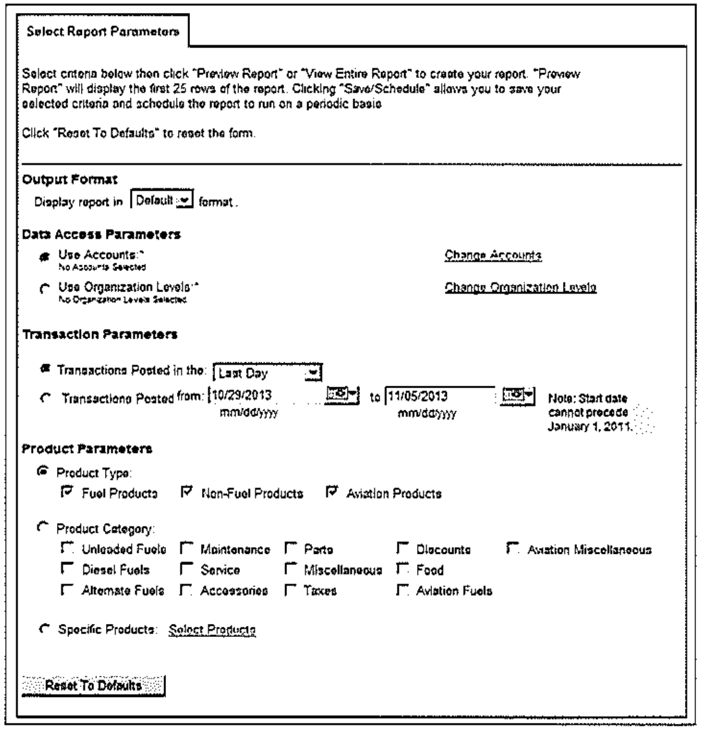
Sales and Marketing Reports

The *Sales and Marketing* reports let you track sales by product type.

Customer Sales Report

Purpose: You can use this report to track sales by product type and product category for transactions posted in your specified time period.

Sample Parameter Screen



Sample Customer Sales Report (Summary)

VOYAGER

Customer Sales Report

Here is the report you created. You can change the report parameters, preview the report, or download the report in the formats available below.

Change Report Parameters | Save/ Schedule | Download as PDF | Download as Excel

VOYAGER

Customer Sales Report
Report Date: 11/06/2013
Report Period: 07/01/2013 - 09/30/2013

Account Number	Account Name	Product Type	Units	$ Sales	Transactions	Average Unit per Trans	Average $ per Trans
123456789	ELKHART PUBLIC LIBRARY	Multiple	250.31	1,106.17	28	8.94	39.51
TOTAL			250.31	1,106.17	28	8.94	39.51

Click a link to view additional detail.

Sample Customer Sales Report Detail

VOYAGER

Customer Sales Detail

Here is the report you selected. You can download the report in the formats available below.

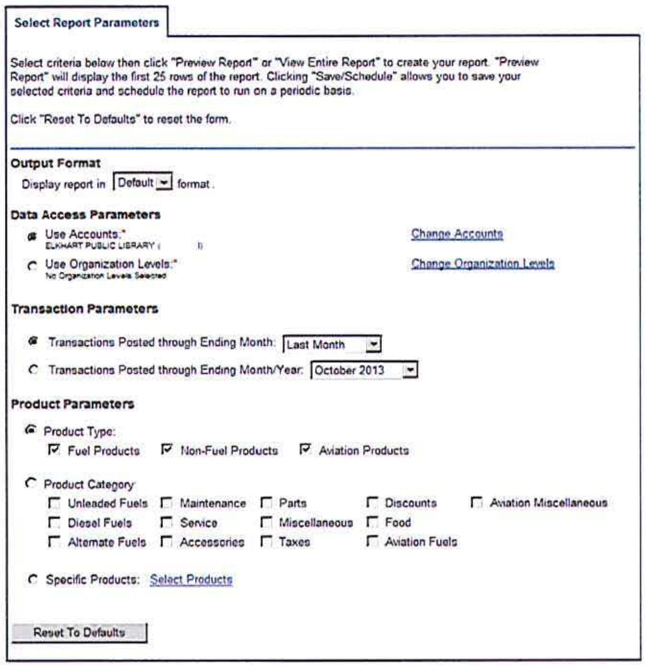
Download as PDF | Download as Excel

Account Number	Account Name	Card Number	Driver Name	Vehicle Number	Product Description	Units	$ Sales	Transactions	Average Unit per Trans	Average $ per Trans
123456789	ELKHART PUBLIC LIBRARY	654321		001220	UNLEADED PLUS	2.49	8.72	1	2.49	8.72
	ELKHART PUBLIC LIBRARY	654321		001033	UNLEADED PLUS	8.42	29.64	1	8.42	29.64
	ELKHART PUBLIC LIBRARY	654321		001236	OIL FILTER AND SERV	1.00	75.00	1	1.00	75.00
	ELKHART PUBLIC LIBRARY	654321		001277	UNLEADED PLUS	6.44	22.69	1	6.44	22.69
	ELKHART PUBLIC LIBRARY	654321		001296	UNLEADED SUPER	8.90	31.25	1	8.90	31.25
	ELKHART PUBLIC LIBRARY	654321		614025	UNLEADED PLUS	2.87	9.65	1	2.87	9.65
	ELKHART PUBLIC LIBRARY	654321		614025	WASH JOB	1.00	10.00	1	1.00	10.00
	ELKHART PUBLIC LIBRARY	654321		736265	METHANOL	6.41	23.09	1	6.41	23.09
	ELKHART PUBLIC LIBRARY	654321		460171	UNLEADED	7.53	27.18	1	7.53	27.18
	ELKHART PUBLIC LIBRARY	654321		000476	UNLEADED	14.37	50.71	1	14.37	50.71
	ELKHART PUBLIC LIBRARY	654321		871536	UNLEADED PLUS	13.08	48.01	1	13.08	48.01
	ELKHART PUBLIC LIBRARY	654321		964126	MISCELLANEOUS	1.00	43.45	1	1.00	43.45
	ELKHART PUBLIC LIBRARY	654321		964126	TAX SALES	1.00	1.07	1	1.00	1.07
	ELKHART PUBLIC LIBRARY	654321		000748	UNLEADED	7.09	25.89	1	7.09	25.89
	ELKHART PUBLIC LIBRARY	654321		000737	UNLEADED PLUS	8.04	28.71	1	8.04	28.71
	ELKHART PUBLIC LIBRARY	654321		000826	UNLEADED SUPER	16.00	57.93	1	16.00	57.93
	ELKHART PUBLIC LIBRARY	654321		000873	BRAKES	1.00	100.00	1	1.00	100.00
	ELKHART PUBLIC LIBRARY	654321		346371	UNLEADED	13.62	50.00	1	13.62	50.00
	ELKHART PUBLIC LIBRARY	654321		000661	MISCELLANEOUS	1.00	3.75	1	1.00	3.75
	ELKHART PUBLIC LIBRARY	654321		000661	UNLEADED	28.82	100.84	1	28.82	100.84
	ELKHART PUBLIC LIBRARY	654321		000663	UNLEADED SUPER	8.04	27.83	1	8.04	27.83
	ELKHART PUBLIC LIBRARY	654321		000626	UNLEADED PLUS	27.90	98.46	1	27.90	98.46
	ELKHART PUBLIC LIBRARY	654321		000808	METHANOL	9.51	34.23	1	9.51	34.23
	ELKHART PUBLIC LIBRARY	654321		000530	UNLEADED PLUS	10.50	37.27	1	10.50	37.27
	ELKHART PUBLIC LIBRARY	654321		966441	WASH JOB	1.00	8.00	1	1.00	8.00
	ELKHART PUBLIC LIBRARY	654321		000932	UNLEADED PLUS	14.86	52.32	1	14.86	52.32
	ELKHART PUBLIC LIBRARY	654321		000359	UNLEADED	22.07	77.22	1	22.07	77.22
	ELKHART PUBLIC LIBRARY	654321		999947	UNLEADED	6.35	23.26	1	6.35	23.26
TOTAL						250.31	1,106.17	28	8.94	39.51

Customer 12 Month Sales Report

Purpose: You can use the *Customer 12 Month Sales Report* to track product type, product category, or a specific product's sales for transactions that posted during a previous period.

Sample Parameter Screen



Sample Customer 12 Month Sales Report

Customer_Sales_11_06[1].xls

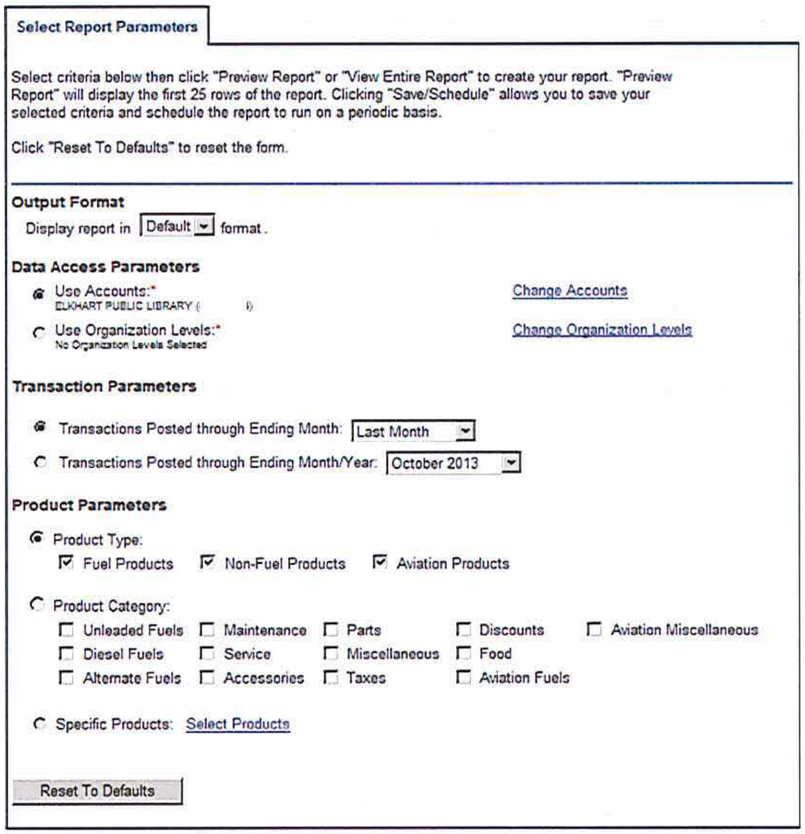
Customer 12 Month Sales Report
Report Date: 11/06/2013
Report Period: 11/01/2012 - 10/31/2013

Account Number	Account Name	Product Description		Oct. 2013	Sep. 2013	Aug. 2013	Jul. 2013	Jun. 2013	May. 2013	Apr. 2013	Mar. 2013	Feb. 2013	Jan. 2013	Dec. 2012	Nov. 2012	Totals
123456789	ELKHART PUBLIC LIBRARY	10% GASOHOL	Units					700.46	1,034.11	886.17	1,063.31	695.52	754.11	813.00	1,029.29	6,975.97
			$ Sales					$2,632.23	$3,910.99	$3,128.60	$3,871.48	$2,464.04	$2,263.17	$2,666.04	$3,506.22	$24,442.77
			Price Per Unit					$3.76	$3.78	$3.53	$3.64	$3.54	$3.00	$3.28	$3.41	$3.50
			Transactions					56	98	80	100	69	69	68	80	620
		5.7% GASOHOL	Units					63.90	61.71	23.71	74.32	94.07	48.93	15.14	85.94	467.72
			$ Sales					$236.11	$230.14	$82.08	$272.86	$331.94	$154.47	$49.55	$286.67	$1,643.82
			Price Per Unit					$3.69	$3.73	$3.46	$3.67	$3.53	$3.16	$3.27	$3.34	$3.51
			Transactions					6	6	3	8	6	5	4	10	48
		7.7% GASOHOL	Units					90.82	158.89	136.07	174.18	199.18	209.46	155.30		1,123.99
			$ Sales					$322.34	$607.25	$467.76	$616.25	$694.56	$648.54	$486.35		$3,843.05
			Price Per Unit					$3.55	$3.82	$3.44	$3.54	$3.49	$3.10	$3.13		$3.42
			Transactions					9	14	11	17	19	15	14		99
		ACCESSORIES	Units					22.00	31.00	17.00	41.00	23.00	30.00	20.00	31.00	215.00
			$ Sales					$1,042.73	$2,802.46	$480.03	$2,814.49	$727.43	$1,513.80	$670.51	$1,484.78	$11,536.23
			Price Per Unit					$47.40	$90.40	$28.24	$68.65	$31.63	$50.46	$33.53	$47.90	$53.66
			Transactions					22	31	17	43	23	30	20	31	217
		AIR COND, HEATING & VENTI	Units						1.00							1.00
			$ Sales						$79.50							$79.50
			Price Per Unit						$79.50							$79.50
			Transactions						1							1
		AIR FILTERS	Units						2.00	2.00	1.00	1.00	2.00		2.00	10.00
			$ Sales						$51.79	$59.31	$7.95	$24.99	$27.94		$66.90	$238.88

Customer Sales by State Report

Purpose: You can use this report to track sales by state.

Sample Parameter Screen



Select Report Parameters

Select criteria below then click "Preview Report" or "View Entire Report" to create your report. "Preview Report" will display the first 25 rows of the report. Clicking "Save/Schedule" allows you to save your selected criteria and schedule the report to run on a periodic basis.

Click "Reset To Defaults" to reset the form.

Output Format

Display report in [Default] format.

Data Access Parameters

(•) Use Accounts:* ELKHART PUBLIC LIBRARY ( ) — Change Accounts

( ) Use Organization Levels:* No Organization Levels Selected — Change Organization Levels

Transaction Parameters

(•) Transactions Posted through Ending Month: [Last Month]

( ) Transactions Posted through Ending Month/Year: [October 2013]

Product Parameters

(•) Product Type:

[x] Fuel Products [x] Non-Fuel Products [x] Aviation Products

( ) Product Category:

[ ] Unleaded Fuels [ ] Maintenance [ ] Parts [ ] Discounts [ ] Aviation Miscellaneous

[ ] Diesel Fuels [ ] Service [ ] Miscellaneous [ ] Food

[ ] Alternate Fuels [ ] Accessories [ ] Taxes [ ] Aviation Fuels

( ) Specific Products: Select Products

[Reset To Defaults]

Sample Customer Sales by State Report Summary

Customer Sales by State Report

Here is the report you created. You can change the report parameters, preview the report, or download the report in the formats available below.

Change Report Parameters | Save/ Schedule | Download as PDF | Download as Excel

Customer Sales By State Report
Report Date: 02/24/2014
Report Period: 01/01/2013 - 02/23/2014

Account Number	Account Name	State	Units	$ Sales	Sales Count	Average Units per Sale	Average $ per Sale
896123456	H & H PARAMOUNT LTD	FL	25,945.61	99,978.30	1,252	20.72	79.85
896223456	H & H PARAMOUNT LTD	GA	240.26	948.41	12	20.02	79.03
896323456	H & H PRINTERS INC	KY	6,432.72	21,841.04	592	10.87	36.89
896423456	H & H PARAMOUNT LTD	SC	19.34	70.00	1	19.34	70.00
TOTAL			32,637.93	122,837.75	1,857	17.58	66.15

Sample Customer Sales by State Report Detail

VOYAGER

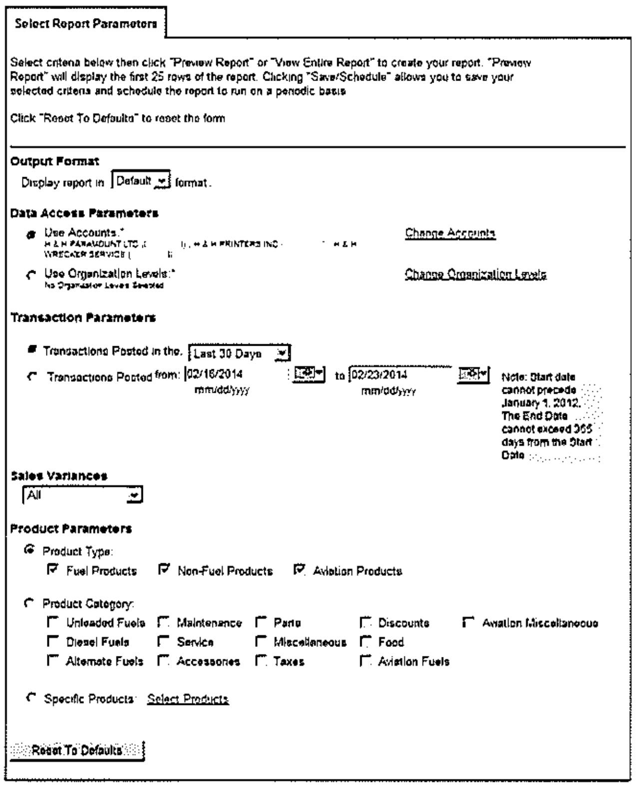
Customer Sales By State Detail Report
Report Date: 02/24/2014
Report Period: 01/01/2013 - 02/23/2014
State: FL

Account Number	Account Name	Card Number	Merchant ID	Merchant Name	Driver Name	Vehicle ID	Product	Product Description	Units	$ Sales	Sales Count	Average Units per Sales	Average $ per Sales
896123456	H & H PARAMOUNT LTD	543210	00000178798	KANGAROO EXP 6299		000005	05	DIESEL	25.20	100.00	1	25.20	100.00
896123456	H & H PARAMOUNT LTD	543210	00073552901	7-ELEVEN 35529		000005	05	DIESEL	18.20	68.97	1	18.20	68.97
896123456	H & H PARAMOUNT LTD	543210	00073561101	7-ELEVEN 35611		000005	05	DIESEL	23.84	91.98	1	23.84	91.98
896123456	H & H PARAMOUNT LTD	543210	00298633	KANGAROO EXPRESS 1212		000005	05	DIESEL	26.65	109.52	1	26.65	109.52
896123456	H & H PARAMOUNT LTD	543210	00298634	KANGAROO EXPRESS 1215		000005	05	DIESEL	24.64	98.29	1	24.64	98.29
896123456	H & H PARAMOUNT LTD	543210	00298676	KANGAROO EXPRESS 1424		000005	05	DIESEL	24.89	99.31	1	24.89	99.31
896123456	H & H PARAMOUNT LTD	543210	00298748	KANGAROO EXPRESS 6016		000005	05	DIESEL	25.89	99.41	1	25.89	99.41
896123456	H & H PARAMOUNT LTD	543210	00298809	KANGAROO EXPRESS 6234		000005	01	UNLEADED	1.23	4.30	1	1.23	4.30
896123456	H & H PARAMOUNT LTD	543210	00298809	KANGAROO EXPRESS 6234		000005	05	DIESEL	51.13	202.74	2	25.57	101.37
896123456	H & H PARAMOUNT LTD	543210	00298819	KANGAROO EXPRESS 6295		000005	05	DIESEL	342.61	1,339.37	14	24.47	95.67
896123456	H & H PARAMOUNT LTD	543210	0046852	EXPRESS CHEVRON		000005	05	DIESEL	78.97	301.66	3	26.32	100.55
896123456	H & H PARAMOUNT LTD	543210	0051615	MELROSE CHEVRON		000005	05	DIESEL	43.45	173.93	2	21.73	86.97
896123456	H & H PARAMOUNT LTD	543210	01852729232	HESS 09232		000005	01	UNLEADED	59.60	205.00	2	29.80	102.50
896123456	H & H PARAMOUNT LTD	543210	01852729232	HESS 09232		000005	05	DIESEL	44.84	173.51	2	22.42	86.76
896123456	H & H PARAMOUNT LTD	543210	01852729321	HESS 09321		000005	05	DIESEL	27.28	105.00	1	27.28	105.00
896123456	H & H PARAMOUNT LTD	543210	01852729361	HESS 09361		000005	05	DIESEL	30.44	117.50	1	30.44	117.50
896123456	H & H PARAMOUNT LTD	543210	01852729372	HESS 09372		000005	05	DIESEL	28.69	108.45	1	28.69	108.45
896123456	H & H PARAMOUNT LTD	543210	01852729381	HESS 09381		000005	05	DIESEL	25.12	101.47	1	25.12	101.47

Customer Sales Trend Report

Purpose: You can use this report see if your spend is going up or down based on time periods you select to compare (e.g., quarter, month).

Sample Parameter Screen



Select Report Parameters

Select criteria below then click "Preview Report" or "View Entire Report" to create your report. "Preview Report" will display the first 25 rows of the report. Clicking "Save/Schedule" allows you to save your selected criteria and schedule the report to run on a periodic basis

Click "Reset To Defaults" to reset the form

Output Format

Display report in Default format.

Data Access Parameters

Use Accounts:* — Change Accounts

H & H PARAMOUNT LTD ( ), H & H PRINTERS INC - H & H WRECKER SERVICE ( )

Use Organization Levels:* — Change Organization Levels

No Organization Levels Selected

Transaction Parameters

Transactions Posted in the: Last 30 Days

Transactions Posted from: 02/16/2014 (mm/dd/yyyy) to 02/23/2014 (mm/dd/yyyy)

Note: Start date cannot precede January 1, 2012. The End Date cannot exceed 365 days from the Start Date

Sales Variances

All

Product Parameters

Product Type:

Fuel Products — Non-Fuel Products — Aviation Products

Product Category:

Unleaded Fuels	Maintenance	Parts	Discounts	Aviation Miscellaneous
Diesel Fuels	Service	Miscellaneous	Food	
Alternate Fuels	Accessories	Taxes	Aviation Fuels	

Specific Products: Select Products

Reset To Defaults

Sample Customer Sales Trend Report

VOYAGER

Customer Sales Trend Report

Here is the report you created. You can change the report parameters, preview the report, or download the report in the formats available below.

Change Report Parameters	Save/ Schedule	Download as PDF	Download as Excel

VOYAGER

Customer Sales Trend Report
Report Date: 02/24/2014
Current Report Period: 10/01/2013 - 12/31/2013
Base Report Period: 07/01/2013 - 09/30/2013

Account Number	Account Name	Product Type	Current Period Units	Current Period $ Sales	Current Period Sales Count	Current Period Average Units Per Sale	Current Period Average $ Per Sale	Base Period Units	Base Period $ Sales	Base Period Sales Count	Base Period Average Units Per Sale	Base Period Average $ Per Sale	Variance Units	Variance Units Change %	Variance $ Sales	Variance $ Sales Change %
896123456	H & H PARAMOUNT LTD	Fuel	9,317.96	35,603.71	453	20.57	78.60	.00	.00	0	.00	.00	9,317.96	.00%	35,603.71	.00%
TOTAL			9,317.96	35,603.71	453	20.57	78.60	.00	.00	0	.00	.00				

Sample Customer Sales Trend Detail

VOYAGER

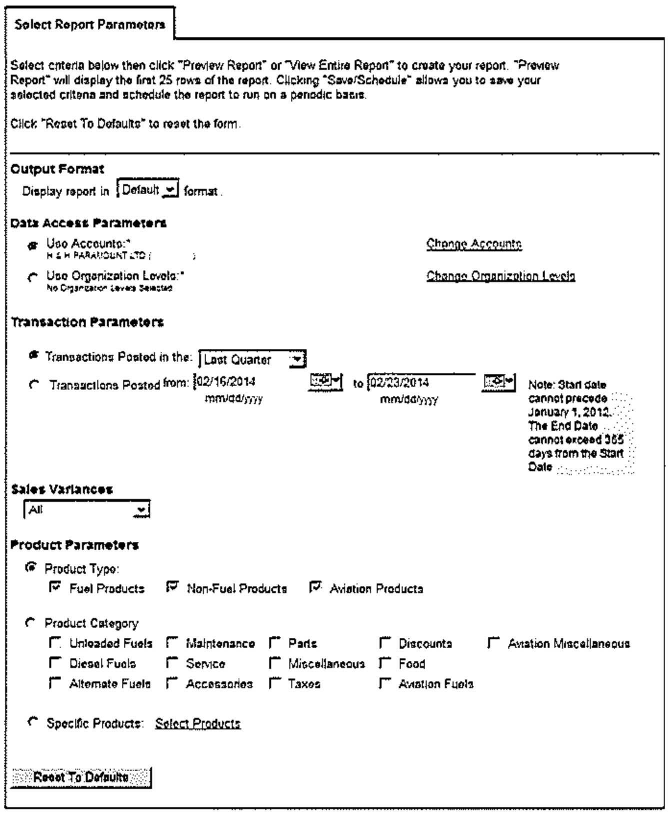
Customer Sales Trend Detail Report
Report Date: 02/24/2014
Current Report Period: 10/01/2013 - 12/31/2013
Base Report Period: 07/01/2013 - 09/30/2013

Account Number	Account Name	Card Number	Driver Name	Vehicle ID	Product Description	Current Period Units	Current Period $ Sales	Current Period Sales Count	Current Period Average Units Per Sale	Current Period Average $ Per Sale	Base Period Units	Base Period $ Sales	Base Period Sales Count	Base Period Average Units Per Sale	Base Period Average $ Per Sale	Variance Units	Variance Units Change %	Variance $ Sales	Variance $ Sales Change %
896123456	H & H PARAMOUNT LTD	543210		000005	DIESEL	1,638.33	6,306.86	63	26.01	100.11	1,292.66	5,016.97	56	23.08	89.59	345.67	26.74%	1,289.89	25.71%
896123456	H & H PARAMOUNT LTD	543210		000005	UNLEADED	60.83	209.05	3	20.28	69.68	2.00	7.43	1	2.00	7.43	58.83	2941.60%	201.62	2713.59%
896123456	H & H PARAMOUNT LTD	543210		000009	DIESEL	952.78	3,652.23	64	14.89	57.07	1,005.87	3,912.87	60	16.76	65.21	-53.09	-5.28%	-260.64	-6.66%
896123456	H & H PARAMOUNT LTD	543210		000009	UNLEADED	5.89	19.13	5	1.18	3.83	23.09	86.47	4	5.77	21.62	-17.20	-74.49%	-67.34	-77.88%
896123456	H & H PARAMOUNT LTD	543210		000009	UNLEADED PLUS	6.80	23.85	2	3.40	11.93	2.66	10.04	1	2.66	10.04	4.14	155.64%	13.81	137.55%
896123456	H & H PARAMOUNT LTD	543210		000019	DIESEL	287.29	1,111.37	15	19.15	74.09	110.29	426.13	5	22.06	85.23	177.00	160.49%	685.24	160.81%
896123456	H & H PARAMOUNT LTD	543210		000019	UNLEADED	359.59	1,184.24	18	19.98	65.79	598.44	2,080.11	33	18.13	63.03	-238.85	-39.91%	-895.87	-43.07%
896123456	H & H PARAMOUNT LTD	543210		000019	UNLEADED PLUS	14.94	63.47	1	14.94	63.47	.00	.00	0	.00	.00	14.94	.00%	63.47	.00%
896123456	H & H PARAMOUNT LTD	543210		000019	UNLEADED SUPER	.00	.00	0	.00	.00	27.61	107.33	2	13.81	53.67	-27.61	-100.00%	-107.33	-100.00%
896123456	H & H PARAMOUNT LTD	543210		000011	DIESEL	1,193.84	4,616.66	53	22.53	87.09	1,272.12	4,966.25	54	23.56	91.96	-78.28	-6.15%	-349.59	-7.04%
896123456	H & H PARAMOUNT LTD	543210		000011	MISCELLANEOUS	.00	.00	0	.00	.00	1.00	.07	1	1.00	.07	-1.00	-100.00%	-.07	-100.00%
896123456	H & H PARAMOUNT LTD	543210		000011	UNLEADED	181.08	589.69	16	11.32	36.86	4.87	16.98	3	1.62	5.66	176.21	3618.28%	572.71	3372.85%
896123456	H & H PARAMOUNT LTD	543210		000011	UNLEADED SUPER	43.83	168.94	2	21.92	79.47	.00	.00	0	.00	.00	43.83	.00%	168.94	.00%
896123456	H & H PARAMOUNT LTD	543210		000003	DIESEL	1,563.96	6,060.98	67	23.34	90.46	2,098.17	8,187.08	88	23.84	93.04	-534.21	-25.46%	-2,126.10	-25.97%
896123456	H & H PARAMOUNT LTD	543210		000003	UNLEADED	116.26	382.18	11	10.57	34.74	24.29	85.00	1	24.29	85.00	91.97	378.63%	297.18	349.62%
896123456	H & H PARAMOUNT LTD	543210		000012	DIESEL	1,247.03	4,803.03	66	18.89	72.77	1,575.85	6,078.78	87	18.11	69.87	-328.82	-20.87%	-1,275.75	-20.99%
896123456	H & H PARAMOUNT LTD	543210		000012	UNLEADED PLUS	.00	.00	0	.00	.00	24.00	97.22	1	24.00	97.22	-24.00	-100.00%	-97.22	-100.00%

Customers without Activity Report

Purpose: You can use this report to track customers who have not had any transaction activity during the time period you specify.

Sample Parameter Screen



Sample Customers without Activity Report Summary

VOYAGER

Customer Sales Trend Report

Here is the report you created. You can change the report parameters, preview the report, or download the report in the formats available below.

Change Report Parameters | Save/ Schedule | Download as PDF | Download as Excel

VOYAGER

Customer Sales Trend Report
Report Date: 02/24/2014
Current Report Period: 10/01/2013 - 12/31/2013
Base Report Period: 07/01/2013 - 09/30/2013

Account Number	Account Name	Product Type	Current Period Units	Current Period $ Sales	Current Period Sales Count	Current Period Average Units Per Sale	Current Period Average $ Per Sale	Base Period Units	Base Period $ Sales	Base Period Sales Count	Base Period Average Units Per Sale	Base Period Average $ Per Sale	Variance Units	Variance Units Change %	Variance $ Sales	Variance $ Sales Change %
096123456	H & H PARAMOUNT LTD	Fuel	9,317.96	35,603.71	453	20.57	78.60	.00	.00	0	.00	.00	9,317.96	.00%	35,603.71	.00%
TOTAL			9,317.96	35,603.71	453	20.57	78.60	.00	.00	0	.00	.00				

Sample Customers without Activity Detail

VOYAGER

Customer Sales Trend Detail Report
Report Date: 02/24/2014
Current Report Period: 10/01/2013 - 12/31/2013
Base Report Period: 07/01/2013 - 09/30/2013

Account Number	Account Name	Card Number	Driver Name	Vehicle ID	Product Description	Current Period Units	Current Period $ Sales	Current Period Sales Count	Current Period Average Units Per Sale	Current Period Average $ Per Sale	Base Period Units	Base Period $ Sales	Base Period Sales Count	Base Period Average Units Per Sale	Base Period Average $ Per Sale	Variance Units	Variance Units Change %	Variance $ Sales	Variance $ Sales Change %
096123456	H & H PARAMOUNT LTD	543210		000005	DIESEL	1,638.33	6,306.86	63	26.01	100.11	1,292.66	5,016.97	56	23.08	89.59	345.67	26.74%	1,289.89	25.71%
096123456	H & H PARAMOUNT LTD	543210		000005	UNLEADED	60.83	209.05	3	20.28	69.68	2.00	7.43	1	2.00	7.43	58.83	2941.50%	201.62	2713.59%
096123456	H & H PARAMOUNT LTD	543210		000009	DIESEL	952.78	3,662.23	64	14.89	57.07	1,005.87	3,912.87	60	16.76	65.21	-53.09	-5.28%	-250.64	-6.66%
096123456	H & H PARAMOUNT LTD	543210		000009	UNLEADED	6.89	19.13	6	1.18	3.83	23.09	86.47	4	5.77	21.62	-17.20	-74.49%	-67.34	-77.88%
096123456	H & H PARAMOUNT LTD	543210		000009	UNLEADED PLUS	6.80	23.86	2	3.40	11.93	2.66	10.04	1	2.66	10.04	4.14	155.64%	13.81	137.55%
096123456	H & H PARAMOUNT LTD	543210		000019	DIESEL	287.29	1,111.37	15	19.16	74.09	110.29	426.13	5	22.06	85.23	177.00	160.49%	685.24	160.81%
096123456	H & H PARAMOUNT LTD	543210		000019	UNLEADED	359.59	1,184.24	18	19.98	65.79	598.44	2,080.11	33	18.13	63.03	-238.85	-39.91%	-895.87	-43.07%
096123456	H & H PARAMOUNT LTD	543210		000019	UNLEADED PLUS	14.94	53.47	1	14.94	53.47	.00	.00	0	.00	.00	14.94	.00%	53.47	.00%
096123456	H & H PARAMOUNT LTD	543210		000019	UNLEADED SUPER	.00	.00	0	.00	.00	27.61	107.33	2	13.81	53.67	-27.61	-100.00%	-107.33	-100.00%
096123456	H & H PARAMOUNT LTD	543210		000011	DIESEL	1,193.04	4,616.66	53	22.53	87.09	1,272.12	4,965.25	54	23.56	91.95	-78.20	-6.15%	-349.59	-7.04%
096123456	H & H PARAMOUNT LTD	543210		000011	MISCELLANEOUS	.00	.00	0	.00	.00	1.00	.07	1	1.00	.07	-1.00	-100.00%	-.07	-100.00%
096123456	H & H PARAMOUNT LTD	543210		000011	UNLEADED	181.08	589.69	16	11.32	36.86	4.87	16.98	3	1.62	5.66	176.21	3618.28%	572.71	3372.85%
096123456	H & H PARAMOUNT LTD	543210		000011	UNLEADED SUPER	43.83	158.94	2	21.92	79.47	.00	.00	0	.00	.00	43.83	.00%	158.94	.00%
096123456	H & H PARAMOUNT LTD	543210		000003	DIESEL	1,563.96	6,060.98	67	23.34	90.46	2,098.17	8,187.08	88	23.84	93.04	-534.21	-25.46%	-2,126.10	-25.97%
096123456	H & H PARAMOUNT LTD	543210		000003	UNLEADED	116.26	382.18	11	10.57	34.74	24.29	85.00	1	24.29	85.00	91.97	378.63%	297.18	349.62%
096123456	H & H PARAMOUNT LTD	543210		000012	DIESEL	1,247.03	4,803.03	66	18.89	72.77	1,575.85	6,078.78	87	18.11	69.87	-328.82	-20.87%	-1,275.75	-20.99%
096123456	H & H PARAMOUNT LTD	543210		000012	UNLEADED PLUS	.00	.00	0	.00	.00	24.80	97.22	1	24.80	97.22	-24.80	-100.00%	-97.22	-100.00%

ORIGINAL

RFP# NST062416Z1 Fleet Fuel Card Services

Rebate Proposal Presented To

State of Nebraska

August 30, 2016

Mark Hess
612.436.6544
mark.hess1@usbank.com

Greer Almquist
402.536.5101
greer.almquist@usbank.com

usbank.

B. REBATE PROPOSAL REQUIREMENTS

FORM A.5

The bidder must submit a detailed Rebate Proposal based on the transaction count and sales listed on Form A.6 and address the following options in their proposal:

Rebate Proposal

The U.S. Bank Fleet Card program will provide significant overall cost savings to the State of Nebraska. To further increase the value of your fleet card program, U.S. Bank offers the State of Nebraska the following pricing and incentive opportunities.

Performance Incentive

U.S. Bank offers the State of Nebraska the opportunity to earn an incentive payment based on net quarterly charge volume[1] and speed of payment. The incentive opportunity has two parts that, while calculated separately, are dependent on each other. The State of Nebraska must qualify for both parts of the incentive to receive an incentive payment. If the State of Nebraska qualifies, the total incentive payment will be paid to the State of Nebraska quarterly.

Part 1: Performance Volume Incentive

At the end of each quarter, U.S. Bank will calculate the net quarterly charge volume for the entire State of Nebraska program. The result will be compared to the following performance volume matrix to determine the qualifying incentive opportunity.

VOLUME REBATE PERCENTAGE MATRIX:	
Minimum Quarterly Sales Volume	Bps of Sales
$ 750,000	1.250%
$ 1,250,000	1.300%
$ 2,500,000	1.350%
$ 3,750,000	1.400%
$ 5,000,000	1.450%
$ 6,250,000	1.500%

[1]Net quarterly charge volume refers to all charges set forth on the monthly billing statements furnished for all accounts, less fees, chargebacks and amounts charged-off by U.S. Bank.

Part 2: Speed of Payment Incentive

At the end of each quarter, U.S. Bank will calculate the speed of payment performance for the entire fleet card program based on file turn days. File turn days are calculated by taking the sum of the daily accounts receivable balances for the rebate period divided by the total sales for the same rebate period inclusive of the beginning and ending dates. The result will be applied to the speed of payment matrix on the following page to determine the qualifying incentive opportunity.

EARLY PAY INCENTIVE:

File Turn Days	Rebate	File Turn Days	Rebate	File Turn Days	Rebate
45	0.0000%	29	0.0800%	13	0.1600%
44	0.0050%	28	0.0850%	12	0.1650%
43	0.0100%	27	0.0900%	11	0.1700%
42	0.0150%	26	0.0950%	10	0.1750%
41	0.0200%	25	0.1000%	9	0.1800%
40	0.0250%	24	0.1050%	8	0.1850%
39	0.0300%	23	0.1100%	7	0.1900%
38	0.0350%	22	0.1150%	6	0.1950%
37	0.0400%	21	0.1200%	5	0.2000%
36	0.0450%	20	0.1250%	4	0.2050%
35	0.0500%	19	0.1300%	3	0.2100%
34	0.0550%	18	0.1350%	2	0.2150%
33	0.0600%	17	0.1400%	1	0.2200%
32	0.0650%	16	0.1450%	0	0.2250%
31	0.0700%	15	0.1500%		
30	0.0750%	14	0.1550%		

Sample Incentive Calculation (Parts 1 and 2)

SAMPLE REBATE CALCULATION:	
Quarterly Sales	$ 2,200,000
File Turn Days	$ 11
Volume Rebate Percentage	1.3000%
Early Pay Incentive Percentage	0.1700%
Total Rebate Percentage	1.4700%
Total Quarterly Sales	$ 2,200,000
Total Quarterly Rebate	$ 32,340

Additional Conditions

Any payment will be net of charge-offs. Rebate payments, if any, will be made within sixty days after the end of the first and each subsequent quarter. U.S. Bank reserves the right to require a security arrangement of the fleet card program if the client financial condition does not meet the minimum credit guidelines.

a. **Yearly retail transaction rebate – calculations should be done and amount listed on Form A.6 for each agency:**

Yes. Please see **Form A.6.** for calculation details. The calculations only represent Part 1: Performance Volume Incentive as described above, and do not include Part 2: Speed of Payment Incentive.

b. **The State and University normally pay their bills within 30 days after the invoice date. Does the bidder provide a discount for early payment?**

Yes. Please see Part 2: Speed of Payment Incentive above.

c. **If so, please calculate the discounts options from the following situation: If an invoice was billed on June 1st in the amount of $736,422.53 for 21,659 transactions made in May, please list any and all type of discounts or rebates available:**

Please see Part 2: Speed of Pay Incentive above. U.S. Bank offers a 0.0050% per day discount less than 45 file turn days. Payment in 30 days after invoice is approximately the same as 45 file turn days. Please see chart below as an example. The example does not include Part 1: Performance Volume Incentive as described above.

Date Paid	Client Held Days	Approx File Turn Days	Discount Offered	Discount Rebate Earned
6/1	1	16	0.1450%	1,067.81
6/2	2	17	0.1400%	1,030.99
6/3	3	18	0.1350%	994.17
6/4	4	19	0.1300%	957.35
6/5	5	20	0.1250%	920.53
6/6	6	21	0.1200%	883.71
6/7	7	22	0.1150%	846.89
6/8	8	23	0.1100%	810.06
6/9	9	24	0.1050%	773.24
6/10	10	25	0.1000%	736.42
6/11	11	26	0.0950%	699.60
6/12	12	27	0.0900%	662.78
6/13	13	28	0.0850%	625.96
6/14	14	29	0.0800%	589.14
6/15	15	30	0.0750%	552.32
6/16	16	31	0.0700%	515.50
6/17	17	32	0.0650%	478.67
6/18	18	33	0.0600%	441.85
6/19	19	34	0.0550%	405.03
6/20	20	35	0.0500%	368.21
6/21	21	36	0.0450%	331.39
6/22	22	37	0.0400%	294.57
6/23	23	38	0.0350%	257.75
6/24	24	39	0.0300%	220.93
6/25	25	40	0.0250%	184.11
6/26	26	41	0.0200%	147.28
6/27	27	42	0.0150%	110.46
6/28	28	43	0.0100%	73.64
6/29	29	44	0.0050%	36.82
6/30	30	45	0.0000%	-

d. Frequency of rebate received: What options are available to the receive the rebate?

U.S. Bank is offering a quarterly rebate based on total net quarterly charge volume.

e. Merchant rebate: Has the bidder negotiated discounts with accepting merchants? If so, please provide the merchant, how many locations and the discount option.

U.S. Bank processes fuel supplier discounts that are either offered to or negotiated by the State of Nebraska, and will continue to process those discounts earned during the life of the contract. Because suppliers in the program act independently, U.S. Bank cannot set pricing or discount policies. However, U.S. Bank provides a sophisticated system for fuel suppliers to provide discounts through direct negotiations between the State of Nebraska's Fleet Manager and your suppliers' marketing representatives.

Each supplier has confidential, real-time online access to U.S. Bank's computer system through which any discounts can be provided. The supplier, wholesale distributors, individual merchant, or one in conjunction with another can fund these discounts, thus providing the State of Nebraska with the opportunity to negotiate at the regional level. Negotiated discounts can be automatically applied to the State of Nebraska's program and deducted from the U.S. Bank invoice.

Suppliers will not have access to information regarding other suppliers' discount programs.

f. Any additional options for rebates:

Not applicable.

Form A.6

Account Name	Sales	Transaction Counts	Yearly Rebate
AS 309 TASK FORCE	$2,934.87	86	38.15
CHADRON STATE COLLEGE	$31,312.47	920	407.06
HISTORICAL SOCIETY	$5,447.88	160	70.82
NE BRAND COMMITTEE	$15,496.36	455	201.45
NE DAS CIO	$3,068.54	90	39.89
NE DAS MATERIEL	$391.65	12	5.09
NE DAS-BUILDING DIV	$55,600.48	1,635	722.81
NE DEPT OF AERONAUTICS	$3,074.48	90	39.97
NE DEPT OF AGRICULTURE	$71,724.51	2,109	932.42
NE DEPT OF CORR SERV	$29,151.42	857	378.97
NE DEPT OF EDUCATION	$777.09	23	10.10
NE DEPT OF ENV QUALITY	$589.53	17	7.66
NE DEPT OF REVENUE	$2,861.45	84	37.20
NE DEPT OF ROADS	$2,796,684.94	82,255	36,356.90
NE DHHS- SERVICES	$172,394.40	5,070	2,241.13
NE EDUC LANDS AND FUNDS	$48,075.51	1,414	624.98
NE EDUC TELECOMM	$2,339.82	69	30.42
NE ENERGY OFFICE	$10,087.61	297	131.14
NE GAME & PARKS COMM	$1,242,303.54	36,538	16,149.95
NE MILITARY DEPT	$19,289.62	567	250.77
NE NATURAL RESOURCES COMM	$7,288.73	214	94.75
NE OIL/ GAS COMM	$14,898.67	438	193.68
NE PERU STATE COLLEGE	$9,328.11	274	121.27
NE PUBLIC SERVICE COMM	$24,250.22	713	315.25
NE RECORDS MGMT DIV	$41.04	2	0.53
NE STATE PATROL	$1,745,384.94	51,335	22,690.00
NE TSB POOLS	$1,774,852.95	52,202	23,073.09
NE WAYNE STATE COLLEGE	$6,459.14	190	83.97
STATE FIRE MARSHAL	$5,362.59	158	69.71
UNIV OF NEBRASKA-LINCOLN	$735,597.83	21,635	9,562.77
	$8,837,070.39	**259,909**	**114,881.90**

Note: Based on the annual sales volume in the example above, this would qualify for 1.30% volume rebate for each account. The example assumes that the state paid invoices in 30 days (45 fileturn days) and therefore earned zero early pay rebate.

ADDENDUM TWO, QUESTIONS and ANSWERS

Date: August 10, 2016

To: All Bidders

From: Jason Walters, Buyer
State Treasurer's Office

RE: Addendum for Request for Proposal Number NST062416Z1
to be opened August 30, 2016 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	Section II – N 2 a	6	How does this statue (sic) apply to issuing credit? We believe that this requirement does not apply to what would be required for a fleet card program. Fleet card accounts would not ever be serviced through a physical location for things such as account maintenance, inquiries, bill payments, deposits, loans, cash advances etc. The only requirement that would apply for a fleet card would be the ability to issue credit in the State of Nebraska. By keeping the requirement as written, the state will eliminate valid competitive bank bidders (including the bank with the	According to State Statute 60-3101, the State Treasurer shall contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a fleet card program on behalf of the state. For purposes of state government financial activity, Bank is defined in Neb. Rev. Stat. §77-2387 as follows: "Bank means any state-chartered or federally chartered bank which has a main chartered office in this state, any branch thereof in this state, or any branch in this state of a state-chartered or federally chartered bank

			largest # of closed loop fleet cards issued to government entities in the US), therefore providing reduced options to the state agencies as they consider best solutions in the industry.	which maintained a main chartered office in this state prior to becoming a branch of such state-chartered or federally chartered bank." (Emphasis added). This statutory requirement cannot be removed.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: July 27, 2016

To: All Bidders

From: Jason Walters, Buyer
State Treasurer's Office

RE: Addendum for Request for Proposal Number NST062416Z1
to be opened August 30, 2016 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	Attachment A, Form A.2, #43	Pg 8 of Attachment A	Please provide further clarification of the question. Can an example or scenario be provided where this solution would be required?	All transactions must be authorized through the vendor's system. Does the vendor's system provide controls that allow for point of sale transactions authorization by a PIN (card assigned or driver assigned) validation?
2.	Attachment A, Form A.3, #3 & 4	Pg 12 of Attachment A	How does the State use Data 2-U units and what information does it collect?	Data 2-U units gather fuel transaction data. (See Fuel Transaction Record Layout attachment.) This data is transmitted to the State by the vendor for processing into the State Gas System.
3.	IV. Project Description and Scope of Work, F. 1. e.	Pg 30 of RFP	Please provide an example of what is meant by privatizing for internal transaction processing?	Privatization is using the vendor provided fuel card to activate University or State owned fuel pumps. The transactions are not validated or processed through the vendors system.
4.	Section II - N 2a	6	This RFP is for fuel card services which is a credit agreement (line of credit) between the State of Nebraska and the awarded issuing bank. This contract has no treasury bank specific products or holding of	State law requires that the bidder must be a bank as defined in State Statute, having a qualifying office in the State of Nebraska. This requirement cannot be removed.

			deposits requirements and as such we request the requirement requiring a qualifying office in the State of Nebraska be removed.	
5.	Section II - N 2a	6	Does being registered to do business in Nebraska qualify as the bidder as having a physical location in the State?	Being registered to do business in Nebraska does not qualify as having a physical location in the State of Nebraska.
6.	Section IV - F 1a	30	How many tax exempt numbers does the State of Nebraska have? If only one or a few, can the State provide these numbers for the purposes of responding to this RFP?	According to Form 13, NE Resale or Exempt Sale Certificate, Governmental units are not assigned exemption numbers, but are exempt from sales tax. The University has a tax exempt number and it will be provided with the completed contract.
7.	Section IV - F 1d	30	Are other Fleet Management Systems (FMS) currently being used by the State other than Faster (UofN) and Lucity AMS (Dept. of Roads)?	No.
8.	Section IV - F 1d	30	For private site transactions today, is the State currently using the fuel cards to activate the private site pumps and then conducting all transaction data capture through the GasBoy system or is the State using the Fuel Card to access a network to gain authorization through the State's current fuel card provider (like a regular retail transaction)?	For private site transactions today, the Department of Roads is currently using the fuel card Agency account number to activate the private site pumps and then conducting all transaction data capture through the Data 2-U or GASBOY system, then uploading directly to the State Gas System and to Lucity. The University uses the fuel cards to activate the private site pumps and then conducts all transaction data capture through the GASBOY system, then uploading directly to FMS.
9.	Section IV - F 1d	30	How many private site fueling locations in Nebraska currently have card readers installed and how many total card readers is the State currently operating with fuel cards today?	101 sites located in Nebraska.
10.	Section IV - F 1e	30	Can the State please clarify what is meant by "Card must be capable of privatizing (for internal transaction processing)? Does this mean using a fuel card for private	The State and University desire to utilize the fuel card to activate State and University owned fuel pumps, and upload the transaction data directly to our agency specific Fleet

			site transactions? If so, as stated in question #4, are these transaction processed locally through the GasBoy System/State's System or are they going out through the fuel card provider's network?	Management Systems. These transactions would not be processed through the fuel card provider at this time. However, the Department of Roads *may possibly* explore the option of sending transactions out through the fuel card provider's network in the future. Should the Department of Roads decide to pursue this option, it would be addressed as a separate RFP
11.	Section IV - F 2a & 3b	30	The State is requesting both 5 and 6 digit ID Numbers in the RFP. Is it acceptable for a leading or trailing 0 (or number of the State's choosing) be added to the current 5 digit ID Numbers to accommodate both 5 and 6 digit ID numbers?	Due to the State and University using different systems, the State cannot accept adding a zero to the ID number to increase digits. The University system can accept leading and/or trailing 0 (zero's) for the driver's ID number.
12.	Exhibit 1-6	38 - 43	In addition to spend, can the State please provide the 1) total number of gallons of unleaded fuel purchased, 2) total number of gallons of diesel fuel purchased and 3) total number of overall gallons purchased (2015-2016 totals are fine) at retail locations?	State: Unleaded: 1,970,986.86 Diesel: 416,632.73 Alt: 9,228.54 Total: 2,396,848 University: Unleaded: 183,991 Diesel: 31,636 Natural Gas: 248 Total: 215,875
13.	Attachment A Form A.3 # 3	12	Can the State please clarify what the current level of fuel card integration is with each system and what the function of each system listed in this requirement is?	All sites are 100% privatized to fuel card use.
14.	Attachment A Form A.3 #4	12	What is Data 2-U Information and how are cards currently used to trigger an upload of it?	Fuel Transaction Record layout (attached) applies to Data 2-U and GASBOY transactions. Data is transmitted to the vendor by the unit when: a designated card is used to trigger transmission or the unit memory is approaching capacity.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

FILE TITLE: ELECTRONIC TRANSFER FROM PUMP STATIONS

ORIGINAL DATE: 06/04/96 REVISED DATE: 00/00/00 PAGE: 01 OF 01

AGENCY: DAS/CDP....................
SYSTEM: STATE GAS SYSTEM..........
ANALYST: SCOTT RONG.................

FILE TYPE: SEQ
PHYS DBD:
DATA SETS: SGS7.M9050(0).
....
....
....

STORAGE MEDIA: DISK
RECORD FORMAT: FB
SEG/RECORD LENGTH: MIN 99 MAX 99
BLOCK SIZE: 23760
COPYLIBS: SGS00099 PFX ET..
.... SFX ....

FREQUENCY: ......
PARENT SEG: ....
SEQUENCE FIELD: .... START: ... LENGTH: ...
SEARCH FIELD: .... START: ... LENGTH: ...
INDEX KEY: .... START: ... LENGTH: ...

DOCUMENT: SGS00099 LAYOUT

SELL YARD	PRINT TRANS	TRANS CODE	STATUS CODE	AMOUNT	FILLER	FILLER	SUPPLY TYPE	PRICE	FUEL		FILLER	ODOMETER
									QUANTITY	FILLER		ODOMETER READING
4C	5C	4C	1C	6C	1C	1C	2C	4C	6C	2C	1C	6C
001 002 003 004	005 006 007 008 009	010 011 012 013	014	015 016 017 018 019 020	021	022	023 024	025 026 027 028	029 030 031 032 033 034	035 036	037	038 039 040

	PUMP NUMBER	TRANSACTION NUMBER	DATE			TIME	ERROR CODE	AUTHOR	OIL		NUMBER
			YY	MM	DD				FILLER	OIL QUANTIT	
	2C	4C	2C	2C	2C	4C	2C	6C	6C	2C	5C
041 042 043	044 045	046 047 048 049	050 051	052 053	054 055	056 057 058 059	060 061	062 063 064 065 066 067	068 069 070 071 072 073	074 075	076 077 078 079 080

ACCOUNT AGENCY CODE	FUNCT CODE	ISSUE CODE	CHECK DIGIT	SOCIAL SECURITY	FILLER	
3C	1C	2C	1C	6C	6C	
081 082 083	084	085 086	087	088 089 090 091 092 093	094 095 096 097 098 099	100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120

121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160

161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200

State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
Lincoln, Nebraska 68508
OR
P.O. Box 94788
Lincoln, Nebraska 68509-4788
Phone: 402-471-2793
Fax: 402-471-4390

SOLICITATION NUMBER	RELEASE DATE
RFP# NST062416Z1	**June 24, 2016**
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 30, 2016 2:00 p.m. Central Time	**Jason Walters**

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The Nebraska State Treasurer's Office, is issuing this Request for Proposal, RFP Number NST062416Z1 for the purpose of selecting a qualified Contractor to provide Fleet Fuel Card Services.

Written questions are due no later than July 13, 2016, and should be submitted via e-mail to nst.rfpquestions@nebraska.gov. Written questions may also be sent by facsimile to 402-471-4390.

Bidder should submit one (1) original and five (5) copies of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Nebraska State Treasurer's Office by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: https://treasurer.nebraska.gov/tm/ and http://das.nebraska.gov/materiel/purchasing.html

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Rebate proposals will not be considered propriety.

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: ____________________

COMPLETE ADDRESS: ____________________

TELEPHONE NUMBER: ____________ FAX NUMBER: ____________

SIGNATURE: ____________________ DATE: ____________

TYPED NAME AND TITLE OF SIGNER: ____________________

TABLE OF CONTENTS

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

After Receipt of Order: After Receipt of Order

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Fleet Card: A government charge card used to purchase fuel and authorized repairs, parts, or services for government owned or commercially leased vehicles, in support of official government business.

Fleet Management System: (FMS)

Fraud: Any felonious act of corruption or attempt to cheat the government or corrupt the government's agents. For the purposes of this guidance, use of government charge cards to transact business that is not sanctioned, not authorized, not in one's official government capacity, not for the purpose for which the card was issued or not as a part of official government business, are instances of fraud. This list is not intended to be all inclusive

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract is completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Level III Data: Information at a minimum includes odometer, driver ID number or PIN, line item detail (for non-fuel purchases), merchant classification code, fuel grade, cost per gallon, sales tax, number of gallons, purchase date and time, merchant name, merchant street address, merchant city, state and zip, total purchase cost, vehicle ID, and account number.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Rebate: A payment based on the quarterly or yearly spending volume of transactions (purchases less returns).

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by the Nebraska State Treasurer's Office when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to the Nebraska State Treasurer's Office by the agency. The Nebraska State Treasurer's Office shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require contractor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day

I. SCOPE OF THE REQUEST FOR PROPOSAL

The Nebraska State Treasurer's Office is issuing this Request for Proposal, RFP Number NST062416Z1 for the purpose of selecting a qualified Contractor to provide Fleet Fuel Card Services. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued for a period of five (5) years effective April 1, 2017. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html.

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	06/24/2016
2.	Last day to submit written questions	07/13/2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.htm	07/27/2016
4.	Last day to submit 2nd set of written questions	08/3/2016
5.	State responds to 2nd set of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html	08/10/2016
6.	Last day to submit "Letter of Intent To Bid" (recommended but not required)	08/12/2016
7.	Proposal opening Location: Nebraska State Treasurer's Office State Capitol Building, Suite 2005 Lincoln, Nebraska 68508	08/30/2016 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	08/30/2016
9.	Evaluation period	08/31/2016 – 09/23/2016
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
11.	Post "Letter of Intent to Contract" to Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html	10/3/2016
12.	Contract award	10/31/2016
13.	Contractor start date	To Be Determined

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska State Treasurer's Office. The point of contact for the procurement is as follows:

Name:	Jason Walters
Agency:	Nebraska State Treasurer's Office
Address:	State Capitol Building, Suite 2005 Lincoln, NE 68508

OR

Address:	P.O. Box 94788 Lincoln, NE 68509
Telephone:	402-471-2793
Facsimile:	402-471-4390
E-Mail:	nst.rfpquestions@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Fleet Fuel Card Services with a competitive rebate option. In addition to issuing cards, the bidder should assist in reducing costs by providing discounts on services at participating vendors, preventing fraud, and providing the transfer of data as requested. A no cost contract will be awarded as a result of this proposal. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the

Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. It is recommended the form be filled out in its entirety and returned no later than the date shown in the Schedule of Events, but the bidder will not be penalized if the form is not received.

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to nst.rfpquestions@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-4390 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at https://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html on or after the date shown in the Schedule of Events.

F. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska State Treasurer's Office and clearly marked "RFP Number NST062416Z1; Fleet Fuel Card Services Questions". It is preferred that questions be sent via e-mail to nst.rfpquestions@nebraska.gov. Questions may also be sent by facsimile to 402-471-4390, but must include a cover sheet clearly indicating that the transmission is to the attention of Jason Walters, showing the total number of pages transmitted, and clearly marked "RFP Number NST062416 Z1; Fleet Fuel Card Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at https://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html on or before the date shown in the Schedule of Events.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Rebate Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Rebate Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

H. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2793 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the bid will be rejected.

The Technical and Rebate Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, Subcontracts, and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

J. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

K. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. The State reserves the right to reject any or all proposals and re-advertise for proposals; and further reserves the right to waive any informality or irregularity. All awards will be made in a manner deemed in the best interest of the State.

L. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal will be evaluated. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Financial Stability will be scored on a pass/fail basis only. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. **Bidder must be a Bank (Form A.1):**

    a. Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska;
    b. Bidder must be an authorized issuer of cards for the purposes detailed in this RFP, and;
    c. Bidder must have a minimum of five (5) years' experience providing Fleet Fuel Card services to a program of similar size.

2. **Financial Stability:**

    a. Bidder has financial stability to do business with the State of Nebraska.

3. **Corporate Overview shall include but is not limited to:**

    a. The ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;

b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
c. Whether the bidder can perform the contract within the specified time frame;
d. The quality of bidder performance on prior contracts, and;
e. Such other information that may be secured and that has a bearing on the decision to award the contract;

4. **Technical Approach including Form A.2- A.4**; and

5. **Rebate Proposal (Form A.5)**.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html.

M. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

N. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;

2. Bidder must be a Bank (Form A.1);

   a. Bidder must be a bank as defined in State Statute §77-2387 (2) having a qualifying office in the State of Nebraska;
   b. Bidder must be an authorized issuer of cards for the purposes detailed in this RFP; and
   c. Bidder must have a minimum of 5 years' experience providing Fleet Fuel Cards services to a program of similar size.

3. Financial Stability;

   a. Bidder has financial stability to do business with the State of Nebraska;

4. Corporate Overview;

5. Completed Section III Terms and Conditions;

6. Technical Approach including Forms A.2 – A.4, and;

7. Rebate Proposal (Form A.5).

O. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Bidders must submit at least three references from existing Fleet Fuel Card Services customers. These references must be using the same types of required services requested in this RFP and have been a customer for a period of 12 months or more. Bidders should include the reference name, title, phone number, fax number, entity name and address. It is the bidder's responsibility to verify the references willingness to participate in the State RFP process and correct contact information is provided.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

Q. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at: http://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html.Grievance and protest procedure is available on the Internet at: http://treasurer.nebraska.gov/tm/.Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the Nebraska State Treasurer's Office has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor (s). Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

1. **WORKERS' COMPENSATION INSURANCE**
   The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
   The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or

indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

BUILDERS RISK	
All Risk Insurance – Cost of the Job including Soft Costs	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
LIQUOR LIABILITY	
Where applicable, as a stand-alone policy or may be included in CGL above.	$1,000,000 Each Occurrence $2,000,000 Aggregate
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
GARAGE LIABILITY	
$1,000,000 Each Accident	
$2,000,000 Aggregate	
GARAGE KEEPERS LEGAL LIABILITY	
Includes Comprehensive & Collision	Limits sufficient to cover all vehicles in the insured's care, custody or control.
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	$2,000,000

Includes Non-Owned Disposal Sites	
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the Buyer.

Nebraska State Treasurer's Office
State Capitol Building; Suite 2005
P.O. Box 94788
Lincoln, NE 68509
Fax 402-471-4390

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

T. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

Y. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State may terminate the contract immediately for the following reasons:

a. If directed to do so by statute;
b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
g. Contractor intentionally discloses confidential information;
h. Contractor has or announces it will discontinue support of the deliverable;
i. Second or subsequent documented "vendor performance report" form deemed unacceptable by the Agency; or
j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

BB. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

CC. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.

2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The selected Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond will an established dollar amount of $50,000. The check or bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	NOTES/COMMENTS:

		RFP Response (Initial)	

The State and the Contractor(s) agree that actual damages from a failure to perform certain requirements in any contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the Contractor(s) shall agree to a schedule of fees for failure to perform certain requirements in any contract(s) executed pursuant to this RFP.

The following is the required schedule of liquidated damages in the form of fees for failure to perform certain requirements.

The fees are categorized as follows:

Standard	$ 500 per day
High	$1,500 per day
Critical	$3,000 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the Contractor(s) has failed to perform or comply with certain requirements in the contract(s), other than failures caused by the State or circumstances beyond the control of the Contractor(s) or their agents (example: natural disasters).

1. Unresolved requirements:

a. All standard and high category requirements will move to critical level of liquidated damages if not resolved within 48 business hours after notification to the Contractor.

b. All critical category requirements will double in liquidated damages if not resolved with 24 hours after notification to the Contractor.

2. Fleet Fuel Card Services

a. **Issuing cards:**
Upon being notified by the Program Administrator that a card or batch of cards was not issued within five business days of the program submitting the request, Contractor will pay to have the cards expedited to the agency. If the cards are not expedited to the agency within two days after the initial notice by the State that the cards were not issued, Contractor will pay liquidated damages.

Category: Standard

b. **Required Electronic Data File Transfer:**
Upon being notified by a Program Administrator that the program was not able to download/retrieve/receive any card program transaction file, the contractor will either resolve the situation within 24 hours (excluding weekends or holidays) after notification or pay liquidated damages.

Category: High

c. **Transaction Authorization:**
Upon being notified by a Program Administrator that a cardholder was not able to receive an authorization for a transaction due to contractor system failure, the Contractor will either resolve the situation within 2 hours after notification so the cardholder may use their card for purchases and transactions are authorized or pay liquidated damages.

Category: Critical

d. **Failure to meet required Technical Requirements detailed in the RFP:**

Upon being notified by a Program Administrator by email that the Contractor has failed to meet mandatory Technical Requirements detailed in the RFP, the Contractor shall cure the situation within one business day after notification or pay liquidated damages until the Contractor is able to meet the required Technical Requirements.

Category: Critical

GG. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the Nebraska State Treasurer's Office. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

HH. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

II. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

JJ. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted electronically by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

KK. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

LL. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

MM. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

NN. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

OO. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

PP. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

QQ. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's rebate proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

SS. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

TT. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Nebraska State Treasurer's Office or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. **GENERAL**
The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**
The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

   If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall at the Contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. **PERSONNEL**
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. **SELF-INSURANCE**
The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. **ALL REMEDIES AT LAW**
Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

YY. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

AAA. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	NOTES/COMMENTS:

		RFP Response (Initial)	

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The Nebraska State Treasurer (State Treasurer's Office) is requesting proposals for Fleet Fuel Card Services on behalf of State agencies, governmental entities and political subdivisions that wish to participate under the State's contract.

State of Nebraska (State) agencies, the University of Nebraska and the State college System, as well as any other cities, counties, or governmental subdivisions, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. The State makes no representation that any State agency, municipality, county or other governmental subdivision will choose to engage these services as a result of the RFP. The combined bidding of all services to the State eliminates the need for additional procurements by individual State agencies. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org.

The Fleet Fuel Card Services program will be used to purchase fuel and vehicle related services. As of March 2016 the State agencies have approximately 9000 fuel cards and the University has approximately 1300 cards. Currently, there are 23 cities, counties, schools, and community colleges using this contract. Exhibit 1 through 3 show the history for the State Agencies and Exhibit 4 through 6 show the cities, counties or political subdivisions using the contract. Also listed are the sales and transaction count for each program. These represent a historical count, and are not a guarantee of future transaction counts but are provided to benefit the bidders in developing their proposal.

B. PROJECT ENVIRONMENT

The Nebraska State Treasurer's office will be the point of contact for contract negotiations, renewals or questions related to the contract. The Nebraska Department of Roads shall administer the fleet card program on behalf of state government and political subdivisions other than the University of Nebraska. The University of Nebraska – Transportation Services will be the point of contact for all University Fleet Fuel Cards.

C. PROJECT REQUIREMENTS

The awarded contractor will be responsible for:

a. Development, testing and implementation;
b. Issuing cards;
c. Electronic data file transfer.

D. BUSINESS REQUIREMENTS

Each bidder is responsible to research Nebraska Revised Statutes for their legal responsibilities when doing business with the State. Reference to certain State statutes and the Nebraska Constitution are proved in this RFP, but are not all inclusive to the legal requirements of the selected contractor.

a. Neb. Rev. Stat. § 48-1122—Prohibition of Discrimination
b. Neb. Rev. Stat § 73-205(3)—Technology Access Standards
c. Neb. Rev. Stat § 73-506(2)—Service contracts with unspecified or unlimited duration
d. Neb. Rev. Stat § 73-506(1)—The State cannot pay for deliverables not received
e. Neb. Rev. Stat § 81-2401 to 81-2408—Prompt Payment Act
f. Neb. Rev. Stat § 81-118.01-Electronic Payment; acceptance; conditions
g. Nebraska State Constitution, Article XIII, § 3—Prohibits indemnification and limitations of liability

E. FINANCIAL STABILITY

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

F. SCOPE OF WORK

The following information provides a description of the project and additional State agency and University specific requirements. The below narratives were based on the use of current services and are being provided to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing ability to meet the requirements of the project and the specific requirements.

1. BASIC REQUIREMENTS

   a. Each card must be embossed with the account number, vehicle or equipment identification number, name of agency, and Nebraska tax exempt number;
   b. Card must be assigned to vehicles, not to a driver;
   c. The State of Nebraska and the Universities of Nebraska are exempt from all State and Federal sales and excise taxes. Vendors are to omit these taxes from the billing/invoice.
   d. The vendor must pay for any necessary software updates for:
      I. Batch file processing;
      II. Driver authorization;
      III. Uploading fuel conversion codes, and;
      IV. Uploading card authorization to GASBOY systems.
   e. Card must be capable of privatizing (for internal transaction processing)
   f. Program must be in place by March 31, 2017.
   g. Soft rubber/neoprene card hold key rings must be provided at no cost.
   h. New or replacement cards must be free and include free shipping and tracking information when cards are shipped.
   i. Replacement cards will be issued within five (5) business days
   j. Administrators of the programs can unlock cards as well as the contractor.
   k. Historical information must be stored for three (3) years after the contract expires
   l. Initial cards must be issued by program administrators
   m. The contractor must ensure privacy and security for all data
   n. Toll free customer service
   o. Level III data capture capabilities and reporting
   p. Redundant systems.

2. STATE OF NEBRASKA PROGRAM

   a. Ordering new or replacement cards will be restricted to the Fuel and Credit Card Systems Manager and their staff at the Nebraska Department of Roads
   b. State ID number will be a five (5) digit number
   c. Contractor must be willing to stage the deployment of cards, as the State have many expiration dates
   d. Custom cards must be provided
   e. State agency drivers are allowed up to five (5) transactions, State refueling sites are not included
   f. State invoices will be received no later than Wednesday for the prior week transactions, received electronically and paid within 10 business days after the file has been received.

3. UNIVERSITY OF NEBRASKA PROGRAM

   a. Ordering new or replacement cards will be restricted to the Transportation Director and the Transportation Services administrative staff.
   b. University ID number will be a six (6) digit number.
   c. Noncustom plastic will be provided.
   d. Contractor must be willing to provide the University with one expiration date on all cards.
   e. University drivers are allowed up to three (3) transactions a day.
   f. University invoices will be received weekly and sent electronically.

G. FUNCTIONAL REQUIREMENTS

Bidders must address the functional requirements in Attachment A, Forms A.2 – A.4.

H. PROPOSED RESOLUTION

The State expects the selected contractor to meet or exceed the levels of services currently provided. The contractor will work with the State and University staff to research and correct problems in a timely and professional manner throughout the entire contract.

I. PERFORM IMPLEMENTATION

Bidder must provide a detailed description of the implementation process, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. Contractor will be responsible to fully cooperate with current Contractor, State and University during all phases of the implementation/transition.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Does bidder assign an implementation team or manager? If so, what is the cost?

J. PROVIDE POST IMPLEMENTATION SUPPORT

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.

2. Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?

3. Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?

4. Describe any on-going training that would be available as upgrades or system changes occur.

K. DELIVERABLES (REQUIRED)

Bidder should provide a copy of all banking agreements required to initiate all banking services listed in this RFP. Bidder agreements shall be edited to include only the services requested in this RFP and not contain language conflicting with the RFP, State law and Section III. Terms and Conditions of the RFP. This information can be included as a separate tab/section labeled "Deliverables". The bidder understands that alternative terms and conditions may be rejected by the State.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Rebate Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Rebate Proposal are presented separately in the following subdivisions, format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. FORM A.1 AND FINANCIAL STABILITY INFORMATION

The bidder is required to follow State statute requirements; therefore, the bidder will answer the three mandatory questions as found on Form A.1. Any "no" answer will eliminate the bidder from going to the next phase of the evaluation process.

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2387(2). The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. **CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

c. **OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

d. **RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

e. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

f. **CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

g. **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:

a) The time period of the project;
b) The scheduled and actual completion dates;

c) The Contractor's responsibilities;

d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and

e) Each project description shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and Subcontractor(s) experience must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.

iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

h. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

i. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

i. Name, address, and telephone number of the Subcontractor(s);
ii. Specific tasks for each Subcontractor(s);
iii. Percentage of performance hours intended for each Subcontract; and
iv. Total percentage of Subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

a. Understanding of the project requirements;
b. Proposed development approach;
c. Technical considerations; including Form A.2 – A.4
d. Detailed project work plan; and
e. Deliverables and due dates.

B. REBATE PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Rebate Proposal as on Form A.5. The bidder must submit the Rebate Proposal in a separate section as specified in the RFP from the Technical Proposal section.

The bidder must submit a detailed Rebate Proposal based on the transactions count and sales listed on Form A.6 and address the following options:

- **a.** Yearly retail transaction rebate;
- **b.** Early payment discount;
- **c.** Frequency of rebate received;
- **d.** Merchant rebate;
- **e.** Any additional options for rebates.

No fees are permitted in determining the amount of the rebate the State programs and other political subdivisions may earn as a result of the use of the Fleet Fuel Cards under this contract.

Form A

Bidder Contact Sheet

Request for Proposal Number NST062416Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Bid

Request for Proposal Number NST062416Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the Nebraska State Treasurer's Office via e-mail nst.rfp.questions@nebraska.gov, facsimile 402-471-4390, hand delivered or US Mail by the date shown in the Schedule of Events.

EXHIBIT 1

State Agency's Year 2015 - 2016 Rebate Breakdown

Account Name	Sales	Sales Volume Rebate Amount	Fileturn Rebate Amount	Total Rebate Amount	State Agency
AS 309 TASK FORCE	$415.82	$3.20	$1.21	$4.41	$4.41
CHADRON STATE COLLEGE	$20,000.89	$154.01	$58.00	$212.01	$212.01
HISTORICAL SOCIETY	$5,031.45	$38.74	$14.59	$53.33	$53.33
NE BRAND COMMITTEE	$14,011.43	$107.89	$40.63	$148.52	$148.52
NE DAS CIO	$1,379.56	$10.62	$4.00	$14.62	$14.62
NE DAS MATERIEL	$306.04	$2.36	$0.89	$3.24	$3.24
NE DAS-BUILDING DIV	$33,137.35	$255.16	$96.10	$351.26	$351.26
NE DEPT OF AERONAUTICS	$592.87	$4.57	$1.72	$6.28	$6.28
NE DEPT OF AGRICULTURE	$48,784.63	$375.64	$141.48	$517.12	$517.12
NE DEPT OF CORR SERV	$67,548.57	$520.12	$195.89	$716.01	$716.01
NE DEPT OF EDUCATION	$222.08	$1.71	$0.64	$2.35	$2.35
NE DEPT OF ENV QUALITY	$205.05	$1.58	$0.59	$2.17	$2.17
NE DEPT OF MOTOR VEHICLES	$4,991.61	$38.44	$14.48	$52.91	$52.91
NE DEPT OF REVENUE	$3,268.01	$25.16	$9.48	$34.64	$34.64
NE DEPT OF ROADS	$2,210,896.87	$17,023.91	$6,411.60	$23,435.51	$23,435.51
NE DHHS- SERVICES	$136,688.18	$1,052.50	$396.40	$1,448.89	$1,448.89
NE EDUC LANDS AND FUNDS	$32,839.49	$252.86	$95.23	$348.10	$348.10
NE EDUC TELECOMM	$2,223.06	$17.12	$6.45	$23.56	$23.56
NE ENERGY OFFICE	$3,317.46	$25.54	$9.62	$35.17	$35.17
NE GAME & PARKS COMM	$977,608.48	$7,527.59	$2,835.06	$10,362.65	$10,362.65
NE MILITARY DEPT	$25,996.50	$200.17	$75.39	$275.56	$275.56
NE NATURAL RESOURCES	$6,053.52	$46.61	$17.56	$64.17	$64.17
NE OIL/ GAS COMM	$6,687.09	$51.49	$19.39	$70.88	$70.88
NE PERU STATE COLLEGE	$3,992.88	$30.75	$11.58	$42.32	$42.32
NE PUBLIC SERVICE COMM	$16,517.82	$127.19	$47.90	$175.09	$175.09
NE RECORDS MGMT DIV	$34.00	$0.26	$0.10	$0.36	$0.36
NE STATE PATROL	$1,299,917.05	$10,009.36	$3,769.76	$13,779.12	$13,779.12
NE TSB POOLS	$1,329,333.38	$10,235.87	$3,855.07	$14,090.93	$14,090.93
STATE FIRE MARSHAL	$7,191.92	$55.38	$20.86	$76.23	$76.23
UNIV OF NEBRASKA	$553,988.31	$4,265.71	$1,606.57	$5,872.28	$5,872.28
	$6,813,181.37	**$52,461.50**	**$19,758.23**	**$72,219.72**	**$72,219.72**

EXHIBIT 2

State Agency's Year 2014 - 2015 Rebate Breakdown

Account Name	Sales	Sales Volume Rebate Amount	Fileturn Rebate Amount	Total Rebate Amount	State Agency
AS 309 TASK FORCE	$205.91	$1.75	$0.49	$2.24	$2.24
CHADRON STATE COLLEGE	$22,660.67	$192.62	$54.39	$247.00	$247.00
HISTORICAL SOCIETY	$7,221.12	$61.38	$17.33	$78.71	$78.71
NE BRAND COMMITTEE	$16,347.87	$138.96	$39.23	$178.19	$178.19
NE DAS CIO	$3,216.45	$27.34	$7.72	$35.06	$35.06
NE DAS MATERIEL	$377.11	$3.21	$0.91	$4.11	$4.11
NE DAS-BUILDING DIV	$48,062.87	$408.53	$115.35	$523.89	$523.89
NE DEPT OF AERONAUTICS	$2,628.98	$22.35	$6.31	$28.66	$28.66
NE DEPT OF AGRICULTURE	$69,077.80	$587.16	$165.79	$752.95	$752.95
NE DEPT OF CORR SERV	$51,813.28	$440.41	$124.35	$564.76	$564.76
NE DEPT OF EDUCATION	$229.27	$1.95	$0.55	$2.50	$2.50
NE DEPT OF ENV QUALITY	$261.43	$2.22	$0.63	$2.85	$2.85
NE DEPT OF MOTOR VEHICLES	$3,643.83	$30.97	$8.75	$39.72	$39.72
NE DEPT OF REVENUE	$3,128.00	$26.59	$7.51	$34.10	$34.10
NE DEPT OF ROADS	$2,807,097.53	$23,860.33	$6,737.03	$30,597.36	$30,597.36
NE DHHS- SERVICES	$168,824.19	$1,435.01	$405.18	$1,840.18	$1,840.18
NE EDUC LANDS AND FUNDS	$41,669.44	$354.19	$100.01	$454.20	$454.20
NE EDUC TELECOMM	$3,661.33	$31.12	$8.79	$39.91	$39.91
NE ENERGY OFFICE	$4,918.14	$41.80	$11.80	$53.61	$53.61
NE GAME & PARKS COMM	$1,281,554.86	$10,893.22	$3,075.73	$13,968.95	$13,968.95
NE MILITARY DEPT	$20,252.87	$172.15	$48.61	$220.76	$220.76
NE NATURAL RESOURCES	$4,311.48	$36.65	$10.35	$47.00	$47.00
NE OIL/ GAS COMM	$9,084.56	$77.22	$21.80	$99.02	$99.02
NE PERU STATE COLLEGE	$5,951.48	$50.59	$14.28	$64.87	$64.87
NE PUBLIC SERVICE COMM	$23,232.05	$197.47	$55.76	$253.23	$253.23
NE RECORDS MGMT DIV	$83.39	$0.71	$0.20	$0.91	$0.91
NE STATE PATROL	$1,605,073.39	$13,643.12	$3,852.18	$17,495.30	$17,495.30
NE TSB POOLS	$1,585,840.00	$13,479.64	$3,806.02	$17,285.66	$17,285.66
STATE FIRE MARSHAL	$11,445.69	$97.29	$27.47	$124.76	$124.76
UNIV OF NEBRASKA	$691,136.08	$5,874.66	$1,658.73	$7,533.39	$7,533.39
	$8,493,011.07	**$72,190.59**	**$20,383.23**	**$92,573.83**	**$92,573.83**

EXHIBIT 3

State Agency's Year 2013 - 2014 Rebate Breakdown

Account Name	Sales	Sales Volume Rebate Amount	Fileturn Rebate Amount	Total Rebate Amount	State Agency
AS 309 TASK FORCE	$907.09	$8.44	$1.81	$10.25	$10.25
CHADRON STATE COLLEGE	$16,315.73	$151.74	$32.63	$184.37	$184.37
HISTORICAL SOCIETY	$11,748.41	$109.26	$23.50	$132.76	$132.76
NE BRAND COMMITTEE	$17,590.08	$163.59	$35.18	$198.77	$198.77
NE DAS CIO	$2,405.12	$22.37	$4.81	$27.18	$27.18
NE DAS MATERIEL	$410.73	$3.82	$0.82	$4.64	$4.64
NE DAS-BUILDING DIV	$53,679.34	$499.22	$107.36	$606.58	$606.58
NE DEPT OF AERONAUTICS	$2,111.88	$19.64	$4.22	$23.86	$23.86
NE DEPT OF AGRICULTURE	$69,733.02	$648.52	$139.47	$787.98	$787.98
NE DEPT OF CORR SERV	$45,483.67	$423.00	$90.97	$513.97	$513.97
NE DEPT OF EDUCATION	$264.25	$2.46	$0.53	$2.99	$2.99
NE DEPT OF ENV QUALITY	$155.35	$1.44	$0.31	$1.76	$1.76
NE DEPT OF INSURANCE	$35.48	$0.33	$0.07	$0.40	$0.40
NE DEPT OF MOTOR VEHICLES	$2,587.95	$24.07	$5.18	$29.24	$29.24
NE DEPT OF REVENUE	$5,087.18	$47.31	$10.17	$57.49	$57.49
NE DEPT OF ROADS	$2,800,747.95	$26,046.96	$5,601.50	$31,648.45	$31,648.45
NE DHHS- SERVICES	$201,442.48	$1,873.42	$402.88	$2,276.30	$2,276.30
NE EDUC LANDS AND FUNDS	$42,270.23	$393.11	$84.54	$477.65	$477.65
NE EDUC TELECOMM	$3,706.85	$34.47	$7.41	$41.89	$41.89
NE ENERGY OFFICE	$5,341.55	$49.68	$10.68	$60.36	$60.36
NE GAME & PARKS COMM	$1,318,552.15	$12,262.53	$2,637.10	$14,899.64	$14,899.64
NE MILITARY DEPT	$38,300.28	$356.19	$76.60	$432.79	$432.79
NE NATURAL RESOURCES	$6,605.06	$61.43	$13.21	$74.64	$74.64
NE OIL/ GAS COMM	$12,427.74	$115.58	$24.86	$140.43	$140.43
NE PERU STATE COLLEGE	$5,771.87	$53.68	$11.54	$65.22	$65.22
NE PUBLIC SERVICE COMM	$23,423.18	$217.84	$46.85	$264.68	$264.68
NE RECORDS MGMT DIV	$292.40	$2.72	$0.58	$3.30	$3.30
NE STATE PATROL	$1,803,316.22	$16,770.84	$3,606.63	$20,377.47	$20,377.47
NE TSB POOLS	$1,715,992.01	$15,958.73	$3,431.98	$19,390.71	$19,390.71
STATE FIRE MARSHAL	$11,540.97	$107.33	$23.08	$130.41	$130.41
UNIV OF NEBRASKA	$789,446.24	$7,341.85	$1,578.89	$8,920.74	$8,920.74
	$9,007,692.46	**$83,771.54**	**$18,015.38**	**$101,786.92**	**$101,786.92**

EXHIBIT 4

Other Entities Year 2015 - 2016 Rebate Breakdown

Account Name	Sales	Sales Volume Rebate Amount	Filetum Rebate Amount	Total Rebate Amount	Non-State Agency
AMBULANCE DISTRICT 33	$9,973.50	$76.80	$28.92	$105.72	$105.72
ASHLAND GREENWOOD PUB SCH	$28,544.76	$219.79	$82.78	$302.57	$302.57
CARL T CURTIS HEALTH CTR	$3,092.60	$23.81	$8.97	$32.78	$32.78
CASS COUNTY SHERIFFS OFFC	$33,730.56	$259.73	$97.82	$357.54	$357.54
CEDAR CO EMERGENCY MNGT	$2,098.00	$16.15	$6.08	$22.24	$22.24
CEDAR CO RD DEPT DIST 1	$6,984.11	$53.78	$20.25	$74.03	$74.03
CEDAR COUNTY SHERIFF	$22,552.77	$173.66	$65.40	$239.06	$239.06
CENTRAL COMMUNITY COLLEGE	$18,766.93	$144.51	$54.42	$198.93	$198.93
CITY OF FAIRBURY	$10,817.72	$83.30	$31.37	$114.67	$114.67
CITY OF KIMBALL	$189.02	$1.46	$0.55	$2.00	$2.00
CITY OF LINCOLN FLEET DPT	$4,676.57	$36.01	$13.56	$49.57	$49.57
CITY OF LINCOLN POLICE	$6,819.31	$52.51	$19.78	$72.28	$72.28
CITY OF OMAHA	$27,067.14	$208.42	$78.49	$286.91	$286.91
CITY OF WYMORE	$10,168.78	$78.30	$29.49	$107.79	$107.79
DOUGLAS COUNTY	$9,624.15	$74.11	$27.91	$102.02	$102.02
ENHSA	$15,265.07	$117.54	$44.27	$161.81	$161.81
KIMBALL COUNTY	$24,491.33	$188.58	$71.02	$259.61	$259.61
KIMBALL PUBLIC SCHOOL	$10,966.75	$84.44	$31.80	$116.25	$116.25
METRO COMMUNITY COLLEGE	$70,948.06	$546.30	$205.75	$752.05	$752.05
NE CITY PUBLIC SCHOOLS	$26,250.71	$202.13	$76.13	$278.26	$278.26
NORFOLK PUBLIC SCHOOLS	$5,506.69	$42.40	$15.97	$58.37	$58.37
OMAHA NATION POLICE	$46,416.14	$357.40	$134.61	$492.01	$492.01
OMAHA PUBLIC POWER DIST	$349,982.21	$2,694.86	$1,014.95	$3,709.81	$3,709.81
OTN WILDLIFE	$2,011.36	$15.49	$5.83	$21.32	$21.32
REGION SIX BEH HEALTHCARE	$4,445.14	$34.23	$12.89	$47.12	$47.12
S SIOUX CITY COMM SD NO11	$2,710.59	$20.87	$7.86	$28.73	$28.73
SCC ADMIN OFFICE	$1,528.59	$11.77	$4.43	$16.20	$16.20
SCC BEATRICE	$9,200.14	$70.84	$26.68	$97.52	$97.52
SCC DRIVERS ED	$13,527.33	$104.16	$39.23	$143.39	$143.39
SCC FLEET	$2,462.94	$18.96	$7.14	$26.11	$26.11
SCC MILFORD	$9,176.12	$70.66	$26.61	$97.27	$97.27
SOUTH PLATTE NRD	$10,425.37	$80.28	$30.23	$110.51	$110.51
US MARSHALS SERVICE	$5.07	$0.04	$0.01	$0.05	$0.05
	$800,425.53	**$6,163.28**	**$2,321.23**	**$8,484.51**	**$8,484.51**

EXHIBIT 5

Other Entities Year 2014 - 2015 Rebate Breakdown

Account Name	Sales	Sales Volume Rebate Amount	Fileturn Rebate Amount	Total Rebate Amount	Non-State Agency
AMBULANCE DISTRICT 33	$15,625.79	$132.82	$37.50	$170.32	$170.32
ASHLAND GREENWOOD PUB SCH	$41,723.22	$354.65	$100.14	$454.78	$454.78
CASS COUNTY SHERIFFS OFFC	$42,103.85	$357.88	$101.05	$458.93	$458.93
CEDAR CO EMERGENCY MNGT	$2,487.54	$21.14	$5.97	$27.11	$27.11
CEDAR CO RD DEPT DIST 1	$14,112.44	$119.96	$33.87	$153.83	$153.83
CEDAR COUNTY SHERIFF	$28,538.38	$242.58	$68.49	$311.07	$311.07
CENTRAL COMMUNITY COLLEGE	$17,250.09	$146.63	$41.40	$188.03	$188.03
CITY OF FAIRBURY	$1,928.47	$16.39	$4.63	$21.02	$21.02
CITY OF KIMBALL	$1,308.27	$11.12	$3.14	$14.26	$14.26
CITY OF LINCOLN FLEET DPT	$5,011.35	$42.60	$12.03	$54.62	$54.62
CITY OF LINCOLN POLICE	$3,469.96	$29.49	$8.33	$37.82	$37.82
CITY OF OMAHA	$18,695.59	$158.91	$44.87	$203.78	$203.78
CITY OF WYMORE	$15,543.70	$132.12	$37.30	$169.43	$169.43
DOUGLAS COUNTY	$11,897.48	$101.13	$28.55	$129.68	$129.68
ENHSA	$17,415.65	$148.03	$41.80	$189.83	$189.83
KIMBALL COUNTY	$38,530.14	$327.51	$92.47	$419.98	$419.98
KIMBALL PUBLIC SCHOOL	$10,739.50	$91.29	$25.77	$117.06	$117.06
METRO COMMUNITY COLLEGE	$92,134.18	$783.14	$221.12	$1,004.26	$1,004.26
NE CITY PUBLIC SCHOOLS	$36,059.00	$306.50	$86.54	$393.04	$393.04
NORFOLK PUBLIC SCHOOLS	$3,968.41	$33.73	$9.52	$43.26	$43.26
NORTHEAST COMM COLLEGE	$4,703.55	$39.98	$11.29	$51.27	$51.27
OMAHA NATION POLICE	$38,203.21	$324.73	$91.69	$416.41	$416.41
OMAHA PUBLIC POWER DIST	$531,305.46	$4,516.10	$1,275.13	$5,791.23	$5,791.23
REGION SIX BEH HEALTHCARE	$6,378.70	$54.22	$15.31	$69.53	$69.53
S SIOUX CITY COMM SD NO11	$736.44	$6.26	$1.77	$8.03	$8.03
SCC ADMIN OFFICE	$2,153.33	$18.30	$5.17	$23.47	$23.47
SCC BEATRICE	$13,785.40	$117.18	$33.08	$150.26	$150.26
SCC DRIVERS ED	$17,628.07	$149.84	$42.31	$192.15	$192.15
SCC FLEET	$2,456.12	$20.88	$5.89	$26.77	$26.77
SCC MILFORD	$12,207.57	$103.76	$29.30	$133.06	$133.06
SOUTH PLATTE NRD	$13,682.43	$116.30	$32.84	$149.14	$149.14
US MARSHALS SERVICE	$120.68	$1.03	$0.29	$1.32	$1.32
	$1,061,903.97	**$9,026.18**	**$2,548.57**	**$11,574.75**	**$11,574.75**

EXHIBIT 6

Other Entities Year 2013 - 2014 Rebate Breakdown

Account Name	Sales	Sales Volume Rebate Amount	Fileturn Rebate Amount	Total Rebate Amount	Non-State Agency
AMBULANCE DISTRICT 33	$15,282.41	$142.13	$30.56	$172.69	$172.69
ASHLAND GREENWOOD PUB SCH	$47,939.27	$445.84	$95.88	$541.71	$541.71
CASS COUNTY SHERIFFS OFFC	$44,079.32	$409.94	$88.16	$498.10	$498.10
CEDAR CO EMERGENCY MNGT	$1,307.37	$12.16	$2.61	$14.77	$14.77
CEDAR CO RD DEPT DIST 1	$18,703.03	$173.94	$37.41	$211.34	$211.34
CEDAR COUNTY SHERIFF	$30,597.55	$284.56	$61.20	$345.75	$345.75
CENTRAL COMMUNITY COLLEGE	$28,117.68	$261.49	$56.24	$317.73	$317.73
CITY OF KIMBALL	$1,448.28	$13.47	$2.90	$16.37	$16.37
CITY OF LINCOLN FLEET DPT	$3,810.34	$35.44	$7.62	$43.06	$43.06
CITY OF LINCOLN POLICE	$3,387.82	$31.51	$6.78	$38.28	$38.28
CITY OF OMAHA	$7,208.33	$67.04	$14.42	$81.45	$81.45
CITY OF WYMORE	$17,998.93	$167.39	$36.00	$203.39	$203.39
DOUGLAS COUNTY	$6,353.77	$59.09	$12.71	$71.80	$71.80
ENHSA	$16,759.06	$155.86	$33.52	$189.38	$189.38
KIMBALL COUNTY	$42,853.84	$398.54	$85.71	$484.25	$484.25
KIMBALL PUBLIC SCHOOL	$20,846.26	$193.87	$41.69	$235.56	$235.56
METRO COMMUNITY COLLEGE	$99,628.80	$926.55	$199.26	$1,125.81	$1,125.81
NE CITY PUBLIC SCHOOLS	$35,935.11	$334.20	$71.87	$406.07	$406.07
NORFOLK PUBLIC SCHOOLS	$1,049.13	$9.76	$2.10	$11.86	$11.86
NORTHEAST COMM COLLEGE	$60,438.45	$562.08	$120.88	$682.95	$682.95
OMAHA NATION POLICE	$31,699.34	$294.80	$63.40	$358.20	$358.20
OMAHA PUBLIC POWER DIST	$569,253.14	$5,294.05	$1,138.51	$6,432.56	$6,432.56
REGION SIX BEH HEALTHCARE	$6,474.66	$60.21	$12.95	$73.16	$73.16
S SIOUX CITY COMM SD NO11	$699.14	$6.50	$1.40	$7.90	$7.90
SCC ADMIN OFFICE	$2,349.94	$21.85	$4.70	$26.55	$26.55
SCC BEATRICE	$14,305.41	$133.04	$28.61	$161.65	$161.65
SCC DRIVERS ED	$17,843.90	$165.95	$35.69	$201.64	$201.64
SCC FLEET	$3,949.26	$36.73	$7.90	$44.63	$44.63
SCC MILFORD	$14,086.90	$131.01	$28.17	$159.18	$159.18
SOUTH PLATTE NRD	$14,690.90	$136.63	$29.38	$166.01	$166.01
	$1,179,097.34	**$10,965.61**	**$2,358.19**	**$13,323.80**	**$13,323.80**

ATTACHMENT A

FORMS

Request for Proposal Number #NST062416Z1

Bidders are required to complete all forms provided in this attachment.

Forms A.1 – A.4 are to be included as part of the Technical Approach.
Form A.5 is to be submitted as the Rebate Proposal using Form A.6 to assist in the calculations.

Form A.1:	Mandatory Project Requirements
Form A.2:	Baseline Functional Requirements
Form A.3:	State of Nebraska Specific Functional Requirements
Form A.4:	University of Nebraska Specific Functional Requirements
Form A.5:	Rebate Proposal
Form A.6:	Rebate Proposal Information

FORM A.1

Mandatory Project Requirements

Request for Proposal Number #NST062416Z1

Please answer the following three mandatory questions with a check mark after the appropriate response. Any "No" answer will eliminate the bidder from further evaluations.

Yes_____ No_____		**Is the bidder a state or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb.Rev. Stat. §77-2387(2)?**
Yes_____ No_____		**Bidder must be an authorized issuer of cards for the purposes detailed in this RFP.**
Yes_____ No_____		**Bidder must have a minimum of five (5) years' experience providing Fleet Fuel Card services to a program of similar size.**

FORM A.2

Please mark all yes___ no___ questions as "yes", your Fleet Fuel Card Services meet this requirement or "no", your fleet card does not meet this requirement. If additional information is required to clarify your answer, attach a typed explanation referencing the question.

	GENERAL REQUIREMENTS
1.	Would you agree that vehicle related items requested for purchase on fuel card transactions would fall into two categories? • Automotive fuels • Vehicle accessories such as oil, wiper blades, windshield washer fluid, etc. and/or preventive maintenance and repair such as oil changes, tire repairs, broken belt repairs, lights, etc. Yes_____ No_____
2.	The State and University are exempt from Federal fuel taxes and Nebraska state taxes on non-fuel items. They may also be exempt from state sales taxes in some states. The State and University will provide tax exempt certificates upon final contract. The Fleet Fuel Card system must be able to track these taxes and provide an invoice that does not include these taxes; can your software allow this? Yes_____ No_____
3.	The State and University have a number of refueling sites in Nebraska; please indicate if you will allow the State and the University to "privatize" your fuel card code to enable the State and University to process fuel transactions directly into our fleet management system (FMS) from these sites. Yes_____ No_____ Is special hardware and/or card specific software or proprietary software required in order to privatize your fuel card? These costs must be listed as separate line items. Yes_____ No_____ Associated cost_______________________________
	SPECIFICATIONS
4.	Does the bidder have the ability to allow the State or the University to order new cards, replacement cards due to damage, loss or theft, cancel cards, or lock/unlock cards via a secure internet site by authorized users? Yes_____ No_____
5.	Does the bidder have the ability to allow the State or the University to order new cards, replacement cards due to damage or loss or theft, cancel cards, or lock/unlock cards via fax or telephone 24/7 by authorized users? Yes_____ No_____

6.	Can the bidder issue replacement cards within five (5) business days? Yes_____ No_____
7.	Can the bidder issue new or replacement cards free of charge? Yes_____ No_____
8.	Can the bidder mail new or replacement cards without a shipping cost? Yes_____ No_____
9.	Can the Fleet Fuel card be embossed using a card stock, which is rated at 3 years as a minimum? Yes_____ No_____
10.	Can the Fleet Fuel cards be embossed using the account number, equipment identification number and appropriate controls in the magnetic stripe? Yes_____ No_____
11.	Can the Fleet Fuel card have three (3) lines of embossing? Yes_____ No_____ How many characters per line?
12.	Can an authorization be restricted to a transaction with the odometer reading and a Personal Identification Number (PIN)? Yes_____ No_____
13.	Can the software be secure to the point that the PIN as well as the odometer reading cannot be bypassed and the purchase must be electronically validated and recorded at the time of the sale? Yes_____ No_____
14.	Does the bidder's software allow a card to be assigned to a vehicle and not to an individual? Yes_____ No_____
15.	Does the bidder's software have the ability to add a station that is currently not a part of your network that we may request to be added? Yes_____ No_____
16.	Can the bidder's software limit the number of transactions per day for fuel and non-fuel purchases per driver? Yes_____ No_____

17.	Can the bidder's software limit the number of transactions per day for fuel and non-fuel purchases per card? Yes_____ No_____
18.	Can the card be used 24/7? Yes_____ No_____
19.	Can the card be limited to certain times of the day? Yes_____ No_____
20.	Can the card have dollar limits for fuel? Yes_____ No_____
21.	Can the dollar limit be made at the administrative level? Yes_____ No_____ How quickly can the limit be adjusted in the software?
22.	Is there a minimum and maximum number of characters for a PIN? Yes_____ No_____ If yes, please list the minimum and maximum number of characters.
23.	Can the PIN be both, alpha-numeric? Yes_____ No_____
24.	Will the bidder provide (free of charge) soft rubberized credit card holder-key chains for the duration of the contract? Yes_____ No_____
	INVOICING
25.	Will the bidder charge a transaction fee? Yes_____ No_____
26.	Will the bidder charge a monthly fee for cards issued? Yes_____ No_____

27.	Will the bidder charge an annual fee for cards issued? Yes_____ No_____
28.	Can the bidder provide weekly invoices? Yes_____ No_____
29.	Can the bidder provide monthly invoices? Yes_____ No_____
30.	If the State or University receives an invoice that includes Federal fuel taxes, can the agency short pay the invoice? Yes_____ No_____
	SOFTWARE & REPORTING
31.	Does the software have the ability to choose a billing cycle close date? Yes_____ No_____
32.	Can new cards be activated online? Yes_____ No_____ Please explain the activation process.
33.	Does the software have the ability to cancel a card immediately once the cancellation is in the system? Yes_____ No_____
34.	Does the bidder have the ability to provide an electronic data file to facilitate the transfer of data collected into FMS? Yes_____ No_____
35.	Please identify routine reports that are used and available to monitor fueling with your program. Please provide examples of each report available and a description of the data contained.

	Please identify any special reports available that are not provided as part of the contract/agreement and any costs associated with providing such special reports.
36.	Is the software capable of level III data capture and reporting? List what percent of the stations of each brand currently offered who provide full electronic data capture and transmission. (Meaning the following information is provided.) a. Location b. Date c. Time d. Vehicle license number e. Odometer f. Product g. Gallons h. Cost per gallon i. Total transaction cost Yes_____ No_____ Percentage of stations_______________________________________
37.	Does the bidder have "Web" based reporting, capable of reflecting the following information? • Date, time and location of each purchase • Vendor name and address • Products or services purchased, breaking out non-fuel transactions • Odometer readings • Vehicle number fueled • Number of gallons purchased, price per gallon, and total purchase amount • Number of items purchased, price per item, and total purchase amount • Federal tax per transaction • State tax per transaction • Type of transaction (pay at the pump or manual) • Reporting according to month end and fiscal year end • Transactions not yet billed • Location discounts and amount discounted • Vendor/Merchant locator Yes_____ No_____
38.	Can reports be customized? Yes_____ No_____ What is the process for requesting customized reports?

39.	Does the bidder have the ability to maintain detailed billing and payment history? Yes_____ No_____ How long is detailed billing and payment history stored?
40.	Does your program have the ability to process transactions from vendors that are not part of your network? Yes_____ No_____ If your program has the ability to process transactions from vendors that are not part of your network, is there an additional per transaction cost? Yes_____ No_____ Per transaction cost_____
41.	Can historic information be accessed three (3) years after the expiration of this contract? Yes_____ No_____
42.	Please list electronic file types in which you will accept the State/University's vehicle data. Example: Excel or text files, etc.
43.	Can the software provide for electronic authorization of transactions through a point of sale device linked to the primary card provider? Yes_____ No_____ If so, please explain this feature.
	CUSTOMER SERVICE
44.	Is the bidder able to provide a toll free customer service number for authorization problems or exceptions that is staffed 7 days a week, 24 hours a day, 365 days a year? Yes_____ No_____
45.	Is the bidder able to provide a toll free customer service number for drivers who need to have the fleet fuel card unlocked? Yes_____ No_____

46.	Is the bidder able to provide a toll free customer service number without any costs associated to it? Yes_____ No_____ If not, what is the associated cost?
47.	Please state and provide details of any road assistance program that would be included with the use of your card.
48.	Can the bidder provide initial training on the proper, accurate and efficient operation of all aspects of the software? Yes_____ No_____ Identify any costs associated with training:
49.	It is expected that the bidder would provide training materials such as electronic downloads, manuals, printed literature and/or instructions. Please provide a description of your training procedures, printed or electronic instructions that would be provided and any associated costs.
	OTHER INFORMATION
50.	Please provide a minimum of three government/university references that would be of similar size and scope of this RFP.

51.	Please detail your implementation plan for Fleet Fuel card program.
52.	Can the bidder complete the implementation prior to March 31, 2017? This includes data conversion, State and University software updates, card distribution, user training, and any other requirements to make the fuel card system fully operational. Yes_____ No_____
53.	Are the fleet fuel cards EMV - chipped? Yes_____ No_____ If not, when will they be chip enabled?
54.	Are the Fleet Fuel cards accepted throughout the State of Nebraska? Yes_____ No_____ Can the bidder provide online access to all fuel brand locations that accept their fuel card within the state of Nebraska and throughout the United States? Yes_____ No_____ How often is this updated?
55.	Is the bidder able to provide electronic access to the online system for Customer testing during all phases of the implementation process? Yes_____ No_____
56.	The State or the University will not be responsible or liable for any transactions that occur on a card once it has been cancelled, do you agree? Yes_____ No_____
57.	Does the bidder have external fraud protection/program available? Yes_____ No_____

	If yes, please explain.
58.	If a transaction on an invoice is disputed, can the dispute be submitted online? Yes_____ No_____ Please explain how to dispute a charge.
59.	Does the bidder agree that this is a no cost contract? Yes_____ No_____
60.	The State and University require that Fleet Fuel Card provider system to have redundancy systems in place to ensure continual uptime for all Fleet Fuel card related functions in the event, man-made or natural events take place. Does your system have redundant systems in place to ensure continual uptime? Yes_____ No_____

FORM A.3

	STATE OF NEBRASKA REQUIREMENTS
1.	Can the bidder provide custom graphics on the card? Yes_____ No_____ Please provide the cost associated with the card design.
2.	Will the bidder furnish all cards (new issue, replacement due to damage or loss) free, with no additional cost for custom embossing? The State will bear the cost for express shipping if express shipping is required by the State. Yes_____ No_____
3.	If needed, is the bidder willing to pay for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the Nebraska State Gas System, the Department of Roads GASBOY Islander and Transportation Services Bureaus CFNII automated fuel systems, NDORs 91 Data 2-U units, and Lucity Asset Management Systems? Yes_____ No_____
4.	Can the shop cards or foreman cards, be used as a trigger to upload Data 2-U information? Yes_____ No_____
5.	Can the bidder restrict ordering new or replacement cards to the Fuel and Credit Card Systems Manager and department staff at the Nebraska Department of Roads? Yes_____ No_____
6.	Since the State currently have different expiration dates, will the bidder agree to stage the deployment of new cards? Yes_____ No_____ If not, what recommendations do you have to deploy new cards?
7.	Can the bidder provide the invoice electronically to the State? Yes_____ No_____

FORM A.4

	UNIVERSITY OF NEBRASKA REQUIREMENTS
1.	Will the bidder furnish all cards using standard plastic (new issue, replacement due to damage or loss) free, with no additional cost using standard shipping? The University will bear the cost for express shipping if express shipping is required by the University. Yes_____ No_____
2.	Please indicate if your card is accepted in Canada. Yes_____ No_____ If yes, how is the currency and liter to gallon conversion detailed on your billing invoice.
3.	Please indicate if your card is accepted in Puerto Rico. Yes_____ No_____ If yes, how is the currency and liter to gallon conversion detailed on your billing invoice.
4.	If needed, is the bidder willing to pay for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the University GASBOY CFNII automated fuel system and FASTER FMS? Yes_____ No_____
5.	Can the bidder restrict ordering new or replacement cards to the University Transportation Director and the Transportation services administrative staff? Yes_____ No_____
6.	Is the bidder willing to provide the University with one expiration date on all cards? Yes_____ No_____
7.	If the University needs to reissue a card, can the expiration date remain unchanged, keeping all University cards expiration dates constant? Yes_____ No_____
8.	Can the bidder provide the invoice electronically to the University? Yes_____ No_____
9.	Can the bidder provide the transaction detail in batch format for uploading to the University FMS on a weekly basis, along with the transaction invoice? Yes_____ No_____

FORM A.5

Rebate Proposal

The bidder must submit a detailed Rebate Proposal based on the transaction count and sales listed on Form A.6 and address the following options in their proposal:

a. Yearly retail transaction rebate – calculations should be done and amount listed on Form A.6 for each agency:

b. The State and University normally pay their bills within 30 days after the invoice date. Does the bidder provide a discount for early payment?

   If so, please calculate the discounts options from the following situation: If an invoice was billed on June 1st in the amount of $736,422.53 for 21,659 transactions made in May, please list any and all type of discounts or rebates available:

c. Frequency of rebate received: What options are available to the receive the rebate?

d. Merchant rebate: Has the bidder negotiated discounts with accepting merchants? If so, please provide the merchant, how many locations and the discount option.

e. Any additional options for rebates:

Form A.6 – Rebate Proposal Information

Account Name	Sales	Transaction Counts	Yearly Rebate
AS 309 TASK FORCE	$2,934.87	86	
CHADRON STATE COLLEGE	$31,312.47	920	
HISTORICAL SOCIETY	$5,447.88	160	
NE BRAND COMMITTEE	$15,496.36	455	
NE DAS CIO	$3,068.54	90	
NE DAS MATERIEL	$391.65	12	
NE DAS-BUILDING DIV	$55,600.48	1,635	
NE DEPT OF AERONAUTICS	$3,074.48	90	
NE DEPT OF AGRICULTURE	$71,724.51	2,109	
NE DEPT OF CORR SERV	$29,151.42	857	
NE DEPT OF EDUCATION	$777.09	23	
NE DEPT OF ENV QUALITY	$589.53	17	
NE DEPT OF REVENUE	$2,861.45	84	
NE DEPT OF ROADS	$2,796,684.94	82,255	
NE DHHS- SERVICES	$172,394.40	5,070	
NE EDUC LANDS AND FUNDS	$48,075.51	1,414	
NE EDUC TELECOMM	$2,339.82	69	
NE ENERGY OFFICE	$10,087.61	297	
NE GAME & PARKS COMM	$1,242,303.54	36,538	
NE MILITARY DEPT	$19,289.62	567	
NE NATURAL RESOURCES COMM	$7,288.73	214	
NE OIL/ GAS COMM	$14,898.67	438	
NE PERU STATE COLLEGE	$9,328.11	274	
NE PUBLIC SERVICE COMM	$24,250.22	713	
NE RECORDS MGMT DIV	$41.04	2	
NE STATE PATROL	$1,745,384.94	51,335	
NE TSB POOLS	$1,774,852.95	52,202	
NE WAYNE STATE COLLEGE	$6,459.14	190	
STATE FIRE MARSHAL	$5,362.59	158	
UNIV OF NEBRASKA-LINCOLN	$735,597.83	21,635	
	$8,837,070.39	**259,909**	