



Amendment No. 4  
of  
Contract No. NC130000027  
ARC Contract  
for  
Fuel Credit Card Services  
between  
Fleetcard, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for subject contract. This extension option will be effective June 1, 2017 to May 31, 2018. Zero options remain.
- 2.0 The total contract amount is increased by \$1,307,382.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/10/2013 – 05/31/2014	\$498,333.00	\$498,333.00
Amendment No. 1: Option 1 06/01/2014 – 05/31/2015	\$859,625.00	\$1,357,958.00
Amendment No. 2: Option 2 06/01/2015 – 05/31/2016	\$988,569.00	\$2,346,527.00
Amendment No. 3: Option 3 06/01/2016 – 05/31/2017	\$1,136,854.00	\$3,483,381.00
Amendment No. 4: Option 4 06/01/2017 – 05/31/2018	\$1,307,382.00	\$4,790,763.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Printed Name: RAY BENEFIELD  
Authorized Representative

Signature:  5/30/17

Danielle Lord, Procurement Manager  
City of Austin  
Purchasing Office

Fleetcard, Inc.  
350 N. Sam Houston Pkwy East, Suite 234  
Houston, TX 77060  
[Ray.Benefield@impacfleet.net](mailto:Ray.Benefield@impacfleet.net)  
281-713-9708



Amendment No. 3  
of  
Contract No. NC130000027  
ARC Contract  
for  
Fuel Credit Card Services  
between  
Fleetcard, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for subject contract. This extension option will be effective June 1, 2016 to May 31, 2017. One option remains.
- 2.0 The total contract amount is increased by \$1,136,854.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/10/2013 – 05/31/2014	\$498,333.00	\$498,333.00
Amendment No. 1: Option 1 06/01/2014 – 05/31/2015	\$859,625.00	\$1,357,958.00
Amendment No. 2: Option 2 06/01/2015 – 05/31/2016	\$988,569.00	\$2,346,527.00
Amendment No. 3: Option 3 06/01/2016 – 05/31/2017	\$1,136,854.00	\$3,483,381.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Eric Applegate, PRES

Printed Name: ERIC Applegate, PRES

Authorized Representative

Signature: Shawn Willet 5/26/16

Shawn Willet, Deputy Purchasing Officer  
City of Austin  
Purchasing Office

Fleetcard, Inc.  
350 N. Sam Houston Pkwy East, Suite 234  
Houston, TX 77060



Amendment No. 2  
of  
Contract No. NC130000027  
ARC Contract  
for  
Fuel Credit Card Services  
between  
Fleetcard, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 1, 2015 the term for the extension option will be June 1, 2015 to May 31, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$988,569.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/10/2013 – 05/31/2014	\$498,333.00	\$498,333.00
Amendment No. 1: Option 1 06/01/2014 – 05/31/2015	\$859,625.00	\$1,357,958.00
Amendment No. 2: Option 2 06/01/2015 – 05/31/2016	\$988,569.00	\$2,346,527.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Erin Applegate  
Printed Name: ERIN Applegate  
Authorized Representative

Signature: [Signature]  
Michael Benson, Chief Administrative Officer  
City of Austin  
Purchasing Office

Fleetcard, Inc.  
350 N. Sam Houston Pkwy East, Suite 234  
Houston, TX 77060



Amendment No. 1  
of  
Contract No. NC130000027  
ARC Contract  
for  
Fuel Credit Card Services  
between  
Fleetcard, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 1, 2014 the term for the extension option will be June 1, 2014 to May 31, 2015 and there are three remaining options.
- 2.0 The total contract amount is increased by \$859,625.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/10/2013 – 05/31/2014	\$498,333.00	\$498,333.00
Amendment No. 1: Option 1 06/01/2014 – 05/31/2015	\$859,625.00	\$1,357,958.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Erin Haggard  
Printed Name: ERIN Haggard  
Authorized Representative PRESIDENT

Signature: Teresa Reddy 5/22/14  
Teresa Reddy, Corporate Contract Compliance Manager  
City of Austin  
Purchasing Office

Fleetcard, Inc.  
350 N. Sam Houston Pkwy East, Suite 234  
Houston, TX 77060



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

September 10, 2013

Fleetcard, Inc.  
Ray Benefield  
350 N. Sam Houston Pkwy East, Suite 234  
Houston, TX 77060

Dear Mr. Benefield:

The City of Austin has approved the award and execution of a service contract with Fleetcard, Inc. for Fuel Credit Card Services.

Responsible Department:	Fleet Services
Department Contact Person:	Matt Samaripa
Department Contact Email Address:	<a href="mailto:Matt.Samaripa@austintexas.gov">Matt.Samaripa@austintexas.gov</a> 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-3527
Project Name:	Fuel Credit Card Services
Contractor Name:	Fleetcard, Inc.
Contract Number:	NC130000027
Contract Period:	09/10/2013 – 05/31/2014
Contract Period Amount	\$498,33300
Extension Options:	Four 12-month options
Requisition Number:	7800 - 13073100530
Agenda Item Number:	77
Council Approval Date:	8/22/13

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this purchase, please contact the person referenced under Department Contact Person above.

Sincerely,

Jonathan Dalchau, Buyer II  
Purchasing Office

CC: Anne Forsey, Matt Samaripa

**Contract Between the City of Austin ("City")  
and  
Fleetcard, Inc., dba Impac Fleet ("Contractor")  
for  
Fuel Credit Card Services**

This Contract is between Fleetcard, Inc., dba Impac Fleet having offices at 350 N. Sam Houston Pkwy. East, Houston, TX 77060 the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date executed by the City ("Effective Date"). Solicitation requirements are met by using Contractor's Contract No. 13-6944 with Education Service Center (ESC) R19 – Allied States Cooperative (the "ASC Contract").

1. **This Contract is composed of the following documents:**
  - A. This Contract
  - B. The ASC Contract
  - C. Mansfield/Impac Credit Appl T&C (signed (09/02/2011)
  - D. Exhibit A, Scope of Work
  - E. Exhibit B, Non-Discrimination Certification
2. **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - A. The ASC Contract
  - B. Mansfield/Impac Credit Appl T&C (signed 09/02/2011)
  - C. This Contract
  - D. Exhibit A
  - E. Exhibit B
3. **Term of Contract.** The Contract shall be in effect for a term of approximately eight (8) months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
4. **Compensation.** The Contractor shall be paid a total not-to-exceed amount of \$498,333 for the initial eight (8) month term and not-to-exceed amounts of \$859,625 for the first extension option, \$988,569 for the second extension option, \$1,136,854 for the third extension option, and \$1,307,382 for the fourth extension option for a total estimated Contract amount not-to-exceed \$4,790,763. The price per unit is set forth in the Scope of Work attached hereto as Exhibit A.
5. **Invoices.**
  - A. **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Fleet Services Division
Attn:	Accounts Payable
Address:	1190 Hargrave Street
City, State, Zip Code	Austin, TX 78702

- B. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- C. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

6. **Payment.**

A. All proper invoices received by the City will be paid within twenty (20) calendar days of the City's receipt of the invoice.

**B. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

- 1) third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 2) damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 3) reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4) failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
- 5) failure of the Contractor to comply with any material provision of the Contract.

D. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

7. **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

8. **Insurance.**

A. **General Requirements**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

- (1) The policy shall contain the following provisions:
  - (a) Contractual liability coverage for liability assumed under the Contract and all other contracts related to the project.
  - (b) Contractor/Subcontract Work.
  - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (d) If the project involves digging or drilling, provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

- iii. Business Automobile Liability Insurance. Requirement waived by department.

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.



9. **Right To Audit.**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section A. above in all subcontractor agreements entered into in connection with this Contract.

10. **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

11. **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

12. **Equal Opportunity**

- A. **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

13. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Fleetcard, Inc.

ATTN: Erin Applegate

350 N. Sam Houston Pkwy. East, Suite 234

Houston, TX 77060

14. **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

15. **Dispute Resolution.**

15.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

15.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**Fleetcard, Inc., dba Impac Fleet**

**City of Austin**

Erin Applegate, President

Printed Name of Authorized Person



Signature

President

Title:

August 29, 2013

Date:

JONATHAN DALCHAU

Printed Name of Authorized Person



Signature

BUYER II

Title:

SEPTEMBER 9, 2013

Date:

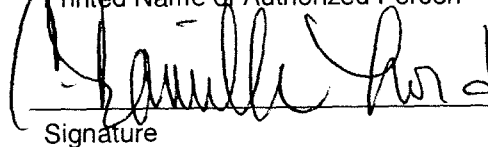
**EXHIBITS**

Exhibit A – Scope of Work

Exhibit B - Non-Discrimination Certificate

Danielle Lord

Printed Name of Authorized Person



Signature

Corporate Contract Compliance Manager

Title:

9/10/13

Date:

## **Exhibit A Scope of Work**

### **1. PURPOSE OF CONTRACT**

This Contract is to supply the City's Fleet Services Division with fuel credit cards. These cards will allow access, for certain City vehicles, to fuel at commercial retail fueling facilities in areas of Austin, surrounding counties, and other locations within Texas and the continental United States where the City does not currently have City-owned fueling facilities. The retail fuel facilities that accept the Contractor's fuel card shall be able to supply regular unleaded, premium unleaded, and diesel fuels. Because the City is moving toward alternative fuel vehicles, some of the retail fuel sites should be capable of supplying Ethanol (E-10 and E-85), and Biodiesel (B-20), as well as other new fuels as they become available and prevalent.

### **2. CONTRACTOR'S OBLIGATIONS**

- 2.1. The Contractor shall have the ability to provide fuel cards on an as-needed basis for City-owned vehicles for use at commercial retail fuel sites.
- 2.2. The Contractor shall have the ability to provide single account billing with separate embossing of cards for regular fleet usage, police undercover usage, and for use by aviation for purchases at General Aviation Support facilities.
- 2.3. The Contractor shall have the ability to provide tracking by individual unit and should provide that data in standard formats, which can be downloaded securely from the Contractor's website.
- 2.4. The Contractor shall have the ability to set spending parameters on individual cards, e.g., number of transactions per day/month, dollars per month.
- 2.5. The Contractor shall have an interactive website with the capability to permit secure management of the City's fleet program by authorized City personnel via the Internet.
- 2.6. The Contractor's website must permit the secure and prompt issuance and/or shut off of fuel cards.

### **3. CONTRACTOR'S SERVICES**

- 3.1. The Contractor shall provide the City with the fuel transaction data from each site where one of its fuel cards is used. Transaction data shall include, at a minimum, the date/time of transaction, vehicle number, driver ID, fuel type, odometer, quantity of fuel, and location.
- 3.2. The Contractor shall provide the following services:
  - 3.2.1. A supply of spare cards to the designated Fleet Services fuel card representative;
  - 3.2.2. Cancellation of individual card use (card lock-out) to prevent further use at commercial retail locations within three (3) hours of notification by the City;
  - 3.2.3. Training as needed for the City to facilitate the use of the Contractor's system by Fleet Services personnel; and
  - 3.2.4. Electronic fuel authorization for all City cardholders at commercial retail fuel sites where Contractor's fuel card is accepted.
- 3.3. The Contractor shall consolidate and process all transactions in preparation for invoicing.
- 3.4. The Contractor shall provide a tax management service to the City, by deducting from the invoices all applicable federal/state taxes, from which the City may be exempt, on all fuel dispensed from commercial retail fuel sites.

- 3.5. The Contractor shall provide fuel cards that can be used for out of town/state travel purposes.
- 3.6. The Contractor shall provide a daily transaction file of fuel transactions for City vehicles. This data shall be accessible online via the internet that Fleet Services can view at any time. This data shall include the following: the date/time of transaction (the time of each transaction must be to the second and no two transactions may have the same date/time), vehicle number, driver ID, fuel type, odometer, total dollar amount, price per gallon, and quantity of fuel.
- 3.7. The Contractor shall provide Fleet Services management monthly master report via electronic file received as a flat file, ASCII format (spreadsheet-style sample available upon request) reflecting individual transactions and fuel used by vehicles belonging to the City, sorted by vehicle number and any subdivisions. This report shall be provided in conjunction with the monthly invoice to the City.
- 3.8. The Contractor shall provide Fleet Services management an electronic file received through some form of secure transport (flat file, ASCII format) containing a master report of all transactions. This master report must include (as a minimum) the following data fields: Date, Time, Product Code, Product Description, Quantity (to the tenth of a gallon), Total Dollar Amount, Per Gallon Price plus/minus differential, Vehicle ID Number, Current Odometer Reading (user input), Driver (user PIN number) and Location.
- 3.9. The Contractor shall provide secure access for Fleet Services fuel card representative and other backup staff, through the Internet to the Contractor's website to review standard fuel transaction reports.
- 3.10. Data management software must include exception reports (flags) that are capable of recognizing and identifying, based on parameters established for individual vehicles, fuel usage or unauthorized purchases that will fall outside City standards and parameters. This report must identify those transactions that fall outside of set standard parameters either on a daily or weekly basis (at City discretion). Flags will relate to such items as: amount of fuel purchased exceeding capacity of vehicle, type of fuel purchased not correct for vehicle, unauthorized purchases at designated commercial sites, and any other parameters that the City may add in the future.

#### 4. PRICING

- 4.1. The price per gallon for each item ordered shall be the retail price per gallon in effect on the day that the item is received.
- 4.2. In addition to the retail per gallon price for each item, the Contractor shall be paid a firm fixed differential of \$0.03 per gallon for each item covered under this Contract for monitoring, reporting, data services and controls. For Region 19 members, Contractor provides a \$0.03 per gallon discount on all transactions over \$30.00. Pricing shall remain firm for the term of the Contract.
- 4.3. Contractor charges a \$10 monthly account fee; however, this fee will be waived for all Region 19 members including the City.
- 4.4. On-Site training, if required by the City, will be provided by Contractor with reimbursement of reasonable cost of travel fees only. All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by Contractor will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

## **5. BILLING**

- 5.1. Billing shall be based on transaction data accumulated and reported in monthly invoices (summary billings) to the City in conjunction with master reports. Monthly invoices for fuel purchases shall meet the following conditions:
  - 5.1.1. Contractor shall supply a monthly invoice for each type and grade of fuel used;
  - 5.1.2. Each invoice shall contain:
    - 5.1.2.1. The details of each transaction (date, time, total gallons, price per gallon plus or minus differential per gallon, applicable taxes, unit information, total price, etc.)
    - 5.1.2.2. The total amount of the invoice (summary billing)
  - 5.1.3. Contractor shall invoice all amounts due;
  - 5.1.4. Contractor shall invoice all transactions within ninety (90) days of transaction date; otherwise, City is not responsible for payment.
- 5.2. Disputed transactions must be submitted by the City and reviewed by the Contractor within ninety (90) days of the City's receipt of the original invoice.

## **6. SYSTEM REQUIREMENTS**

- 6.1. Cards shall be accepted at aviation fueling sites.
- 6.2. The system shall have ability to assign cards to Unit Numbers, not to individuals, so that the purchase information is captured for each Unit.
- 6.3. The system shall have ability to provide User Numbers or ID numbers to each City employee who will be driving a unit that has a fuel card assigned to it, so that the City can determine who bought the fuel. That user number or ID must be a required entry at the pump prior to purchase.
- 6.4. The system shall have the ability to limit purchases to only fuel, but provide the flexibility for the City to override the fuel-only limitation in the event a car breaks down outside of the City to allow service to be performed.
- 6.5. The system shall have the requirement for the card user to enter the odometer reading into the pump (for purposes of tracking mpg).
- 6.6. The system shall have the ability to maintain and update account information in real time (e.g., add and terminate fleet vehicles and drivers online). Fleet personnel should be able to set a hard control that will automatically deny card use when a card has violated a specific restriction (e.g. monthly dollar limit, daily/monthly transaction limit). New Driver IDs will be available inside the fuel facility immediately and at the pump approximately within one (1) hour.
- 6.7. The system shall have the ability to provide various vehicle analysis reports, preferably viewable online.
- 6.8. The system shall have ability to set specific parameters for purchases based on vehicle type and shall provide notification when a card has violated a parameter to allow Fleet management to quickly identify potential problems or misuse.
- 6.9. Monthly billing must include individual purchase information (including fuel tax information) as well as summary information by department or user group, as well as detailed information about other fees charged by Contractor.

- 6.10. Contractor shall offer 24/7 customer service and prompt replacement of lost cards; usually three (3) business days, or the City can choose to have the cards overnighted for the “cost” of the overnight service.
- 6.11. The system shall have the ability to provide exception reporting (e.g., when a card purchases more fuel than the assigned vehicle will hold).
- 6.12. The system shall have the ability for Fleet management to stipulate the desired grade of fuel through exception reporting for each vehicle.
- 6.13. Contractor shall be able to furnish in a secure manner, a “flat file” in ASCII format that can be uploaded into Fleet’s vehicle management software, M5.

**Exhibit B**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**

**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative.*



No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_29th\_\_ day of \_\_August\_\_, \_\_2013\_\_

CONTRACTOR

Fleetcard, Inc

Authorized  
Signature



Title

President



**EDUCATION SERVICE CENTER REGION 19**  
**ALLIED STATES COOPERATIVE**  
**6611 BOEING DRIVE**  
**EL PASO, TX 79925-1010**  
**915-780-5019/ Fax: 915-780-5061**

**INTERLOCAL AGREEMENT**  
**(SS-PUR-F025.3)**

Upon agreement and authorized approval, an agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services specified by the cooperative member for utilization by ESC-Region 19 Allied States Cooperative members. This agreement shall be automatically renewed annually unless either party gives 30 days prior written notice, or may be terminated for cause at anytime upon written notice stating the reason. **Agreement to participate in Cooperative Purchasing programs is authorized in Texas Government Code Sections 791.001 through 791.025.**

**Region 19 Education Service Center through Allied States Cooperative will:**

- Identify and consolidate member requirements and special conditions
- Advertise in newspapers in compliance with requirements and notify qualified vendors
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Summarize, evaluate, award and submit to ESC Region 19 Board of Directors for information.
- Disseminate all information in an expedient manner regarding price changes, vendor changes, and any other information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis

**Purchasing Co-op Members will:**

- Designate a contact person
- To the extent permitted by law indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees from all suits and actions resulting from any breach of this Agreement. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Provide estimated quantities for commodity items in which specific quantities are required.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing on any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors

\_\_\_\_\_  
Purchasing Cooperative Member Name

\_\_\_\_\_  
Region 19 Education Service Center

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
James R. Vasquez

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please return approved agreement to:

Purchasing Manager  
ESC-Region 19 Allied States Cooperative  
6611 Boeing Drive  
El Paso, TX 79925

**EDUCATION SERVICE CENTER REGION 19**  
**RFP AWARD SUMMARY**

**RFP TITLE:** Fuel Card, Bulk Fueling & Related Services – ESC 19 - Allied States Cooperative (ASC)  
**RFP NUMBER:** 13-6944  
**RFP OPENING DATE:** May 1, 2013  
**CONTRACT TERM:** Date of award until May 31, 2014 with four (4) one-year optional renewal periods not to exceed 60 months in the aggregate  
**FUNDING SOURCE:** Various  
**RFP's ISSUED:** 13  
**RESPONSES:** 1  
**ADVERTISEMENT DATES:** Washington Post- April 1, 2013 & April 8, 2013  
**BOARD MEETING DATE:** May 16, 2013

**RECOMMENDED FOR AWARD** Fleetcard, Inc. dba Impac Fleet

**TOTAL (estimated)** \$100,000,000/ year

**EXPLANATIONS:**

Award of this contract will enable ESC Region 19 Purchasing Cooperative members to participate in a contract for Fuel Card, Bulk Fueling & Related Services. Respondents were encouraged to submit any offering on any and/or all products or services available they currently provide in their normal course of business. The vendor recommended for award has scored 85% in the evaluation process. The vendor recommended for award complied with all conditions of the proposal and applicable federal, state, and local technical, performance standards, and specifications. Members of the cooperative will provide copies of all orders to ESC-Region 19 Allied States Cooperative for tracking purposes. The vendor recommended for award services all 50 states and all US Territories in the best interest of ESC-Region 19 Allied States Cooperative and its members. Impact Fleet's cards are accepted at 98% of all fuel retailers nationwide.

**SPECIFICATIONS PROVIDED BY:** Dean Zajicek  
ESC Region 19 Facilities Consultant

**EVALUATION COMMITTEE:** Royce Cleveland  
ESC Region 19  
  
Anneliese Price  
ESC Region 19  
  
Martin Camacho  
ESC Region 19  
  
Dean Zajicek  
ESC Region 19 Facilities Consultant

**ORDER INFORMATION:**

**Fleetcard, Inc. dba Impac Fleet**

Attn: Ray Benefield

350 N. Sam Houston Pkwy E. Suite 234

Houston, TX 77060

281-445-1100

Fax: 832-431-4312

[www.impactfleet.com](http://www.impactfleet.com) / [ray.benefield@impactfleet.net](mailto:ray.benefield@impactfleet.net)

**Services all states**

**Processing and Confirming all Purchase Orders / Sales and Marketing**

Ray Benefield

281-713-9708 / 281-445-1100

Fax: 832-431-4312

[ray.benefield@impactfleet.net](mailto:ray.benefield@impactfleet.net)

Approved by: \_\_\_\_\_

(James R. Vasquez- Executive Director)

Date: \_\_\_\_\_

(May 8, 2013)

**RFP # 13-6944**

**Request for Proposals for  
Fuel Card, Bulk Fueling & Related Services  
ESC R19 – Allied States Cooperative (ASC)**

**Submittal Deadline and Proposal Opening  
Deadline:**

**05/01/2013, 2:00 PM MST**

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**FROM:**

**Fleetcard, Inc. - DBA - Impac Fleet  
350 N. Sam Houston Pkwy. East  
Houston, Texas 77060  
(281) 445-1100**

Questions regarding this response may be directed to:

**Ray Benefield  
VP Sales & Marketing  
Direct: (281) 713-9708  
[ray@impacfleet.com](mailto:ray@impacfleet.com)**

**Original**

Education Service Center-Region 19  
6611 Boeing Drive, El Paso, Texas 79925-1010

**RFP # 13-6944**

**Request for Proposals  
for  
Fuel Card, Bulk Fueling & Related Services  
ESC R19 – Allied States Cooperative (ASC)**

**Submittal Deadline and Proposal Opening Deadline:**

**05/01/2013, 2:00 PM MST**

*Proposals received after the date and time stated above will not be considered.*

Questions regarding this RFP must be submitted electronically no later than **five (5) business days** prior to the submittal deadline date. All questions and answers will be posted on <http://www.esc19.net/purchasing/> with your login and password.

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# 1 - INTENT AND INSTRUCTIONS

## Notice of Intent

It is the intent of R19 through ASC to establish a contract with vendor(s) for furnishing **Fuel Card, Bulk Fuel and Related Services** for a cooperative contract. Awarded vendor(s) shall perform covered services under the terms of this agreement.

ASC is looking for a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, ASC also requests any value add commonly or service that could be provided under this contract.

While this contract specifically covers **Fuel Card, Bulk Fuel and Related Services**, respondents are encouraged to submit any offering on any and all products or services available that they currently perform in their normal course of business.

Services may be awarded to single and/or multiple vendors based on submittals and at the discretion of ASC. Offers shall provide catalog discount or multiple discounts from a price list or catalog or fixed price, or a combination of both with indefinite quantities if supplying product only.

Electronic catalog and/or price lists **MUST** accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Offers may elect to limit their proposals to a single service within any category or multiple services within any or all categories.

## Instructions to Vendor

To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors **must** follow the format instructions detailed below in preparing and submitting their proposals.

### Required Format

Vendors shall submit proposals in a three-ring binder using standard letter-sized paper (8-1/2 x 11 inches), clearly marked as indicated on the first page of this RFP and on the outside front cover and spine (where possible) in addition to marking the sealed envelope or other container.

Nine (9) tabs should be used to separate the proposal into sections, as identified below. Proposals should be direct, concise, complete, and unambiguous.

Vendors failing to organize proposals in the manner requested may be considered non-responsive and may not be evaluated. The Vendor is responsible for ensuring that ASC has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

### Binder Tabs

- 1) Signature Pages (Contract Signature Page and all of the Attachments)
- 2) Complete copy of RFP document. **Vendors must include all pages of the published proposal document. Failure to do so may result in disqualification.**
- 3) Vendor Questionnaire, Company Profile, Description of Product(s) and/or Service(s); Value-Added Product(s) and/or Services(s); Key Staff; Corporate Resources and Commitment
- 4) Pricing
- 5) References/Certificates
- 6) Marketing Plan



- 7) Warranty/Insurance/Bonding
- 8) Safety Plan; Quality Assistance/Quality Control Program
- 9) Safe and Secure Schools Plan

**Proposal Response Location**

Proposals shall be received no later than the submittal day and time deadline at:

Receiving Front Desk at ESC Region 19  
6611 Boeing Drive, El Paso, TX 79925-1010.

Proposals submitted by U.S. mail or other public or private carrier must arrive by the submittal day and time deadline. Proposals will be time-stamped on the outside cover of the envelope or container and said time-stamp shall be confirmation of compliance to the deadline for the receipt of proposals. No provisions or exceptions are made for late delivery due to actions or consequences of the Vendor or third-party carriers. Any proposal received after the submittal deadline date and time will be disqualified.

**Submission of Proposals**

ASC will only accept sealed bids and proposals. Faxed or electronically transmitted proposals will not be accepted. Sealed proposals may be submitted on any, some, or all items, unless stated otherwise. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. Copyrighted proposals are unacceptable and may be disqualified.

**Required - Three (3) 3-Ring Binder Bound (Signed original + 2 Copies of the Proposal)**

- 1 - electronic copy of response on compact disc (CD) or USB flash drive
- 1 - electronic copy of price list
- 1 - hard copy of price list and/or catalog along with the RFP, if required

**Required Shipping Box**

The container must be clearly identified as listed below, sealed, and delivered by the submittal deadline date and time to:

**EDUCATION SERVICE CENTER-Region 19**  
**Attn: Purchasing Director**  
**6611 Boeing Drive**  
**EL PASO, TEXAS 79925-1010**

**The address label shall show the following:**

RFP Number	Vendor's Name
RFP Title	Vendor's Address
Submittal Deadline Date	Vendor's City, State, and Zip
Submittal Deadline Time	

Proposals will be opened in public at ASC, 6611 Boeing Drive, El Paso, Texas 79925-1010, immediately following the deadline. Proposals will be read aloud, listing only the responding Vendors.

## Introduction of ASC

Allied States Cooperative (ASC) is a division of Region 19 Education Service Center (R19), a Texas State Agency. Contract(s), if any, awarded as a result of this RFP will be available for use by R19 and ASC members to access on an "as needed" basis from a list of contracts that have been competitively procured and awarded to Vendors by R19's Board of Trustees through delegation and affirmation.

## Members

ASC Members in Texas may access these contracts under Texas Government Code Title 7, Intergovernmental Relations, Chapter 791, Subchapter C; similar joint powers codes in other states such as Arizona Title II Chapter 7 Intergovernmental Operations Article 3 Joint Exercise of Powers; and New Mexico, Chapter 11 Intergovernmental Agreements and Authorities Article 1 Joint Powers Authority.

By using a purchasing cooperative such as ASC, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the cost of going through the procurement process. Vendors benefit as well by having a multi-year contract and by saving the time and expense of going through the procurement process for each individual participating governmental entity. The specific scope of work for each Purchase Order shall be determined in advance and in writing between the ASC member and the Vendor.

Pursuant to TEX. GOV'T. CODE Chapter 791, the Interlocal Cooperation Act, and similar statutes of other states, ASC and ASC members participate in an Interlocal Contract to provide governmental functions and services, including procurement services, which permits ASC members to make purchases using contracts procured by ASC. A local government that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive bids for the purchase of the products and services. TEX. GOV'T. CODE § 791.025(c).

## Financing of ASC

ASC does not charge membership fees to ASC members. The total cost of the ASC program is funded through the ASC Administrative Fee paid to ASC by Vendors. The ASC Fee is based on a percentage of vendor sales, less special insurance and required bonding, if applicable.

ASC will provide limited oversight in assisting both ASC members and Vendors in marketing to ASC members, training (education), and provide, at a minimum, an annual review of each Vendor. This service will be paid for out of the ASC Fee. ASC will not market or sell directly for Vendors.

## Applicable Laws, Codes and Regulations

All procedures meet the following statutes as well as the applicable Federal Acquisitions Regulations (FAR) by reference:

TEX. EDUC. CODE § 44.031(a)(4) ("all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by the method...that provides the best value for the district[, including] an interlocal contract"); TEX. EDUC. CODE § 51.9335(a)(4) (each institution of higher education, as that term is defined by Tex. Educ. Code § 61.003, including each public junior college to the extent possible, "may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program."); TEX. EDUC. CODE § 73.115(a)(4) (University of Texas at El Paso "may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program."); TEX. EDUC. CODE § 74.008(a)(4) (University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including...a group purchasing program."); TEX. LOCAL GOV'T. CODE Chapter 271 (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments); TEX. LOCAL GOV'T. CODE Chapter 262 (Purchasing and Contracting Authority of Counties); 24 C.F.R. 85.36(b)(5) Administrative Requirements for Grants and Cooperative Agreements to state, local, and federally recognized Indian tribal governments ("To foster greater economy and efficiency, grantees and sub-

grantees [of federal funds/grants] are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.”).

#### **ASC Procedures**

Contracts are awarded through open competition in compliance with applicable procurement rules and regulations. ASC or the ASC member sends a Proposal Request to the Vendor. The Vendor prepares and sends ASC or the ASC member its Proposal, which includes the line-item estimate for the project as defined in the UPB and a written Scope of Work for services to be performed and/or products to be delivered. The Vendor and ASC or the ASC member then agrees on a Delivery Order. The Vendor and ASC or the ASC member agrees on a Purchase Order referencing the ASC contract. No other contract forms may be used, such as AIA documents or forms, over or in lieu of the purchase order as it will negate the legally procured and awarded contract. Purchase Orders are reported and sent by individual ASC members to the Vendor and to ASC, where they are logged and filed. The Vendor delivers product(s)/service(s) directly to ASC or the ASC member and then invoices ASC or the ASC member. The Vendor receives payment directly from ASC or ASC member. The Vendor reports the administrative fee to ASC and pays the fee to ASC.

#### **Term of Contract**

The initial base term of the prospective contract is a period of one (1) calendar year with up to four (4) additional one-year renewal terms, at ASC discretion, pursuant to this RFP.

TEX. GOV'T. CODE § 2267.409. In compliance with TEX. GOV'T. CODE § 2267.403(b), ASC is establishing the maximum annual aggregate contract price for all contracts awarded under this RFP \$50M which may be adjusted base upon contract demand for annual renewals (no work is guaranteed under this contract).

#### **DEFINITIONS**

In this RFP and in the Contract, the following terms shall mean as follows [which includes definitions established by the Center for Job Contracting Excellence]: (Not all of the definitions may apply to this RFP)

**R19** - the ESC-Region 19, of the Texas Education Agency (a state agency) established under the laws of the State of Texas; 6611 Boeing Drive, El Paso, Texas 79925-1010.

**Allied States Cooperative (ASC)** - a cooperative purchasing program and division of R19.

**ASC member(s)** - the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by ASC, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and similar statutes in other states.

**Vendor(s)** - the proposer responding to this RFP and vendor(s) to whom a contract has been awarded as a result of this RFP by ASC. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s) /service(s) listed herein.

**IDIQ** - is an abbreviation for “Indefinite Delivery Indefinite Quantity”. IDIQ is the construction delivery method that is allowed when using the “Job Order Contracting (JOC) Procurement Method” to procure construction services when the trade work is of a recurring nature but the delivery times, type, and quantities or work required are indefinite and is used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility.

**Contract** - the contract terms and conditions in the Contract Terms and Conditions section, as further defined in the Entire Agreement provision.

**Supplemental Contract** - a separate, supplemental contract entered into between a ASC member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the Contract and the RFP, including, without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. An addendum to a Purchase Order and/or Job Order under the ASC contract that may add additional scope and/or requirements agreed to by the member and the contractor may be a Supplemental Contract.

**Best Value** - the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor's product(s)/service(s), and price, as detailed in the **Evaluation and Award** section.

**ASC Administrative Fee or ASC Fee** - the fee paid by Vendors to ASC to fund the total cost of the ASC program. ASC will invoice the Vendor on a monthly basis for the ASC Administrative Fee. Vendors must pay the ASC Fee within thirty days of invoice.

**Procurement** - buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any materials, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**Responsive Offeror** means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

**Days** - calendar days.

**Solicitation** - an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

**Specifications** - any description of physical or functional characteristic, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

**Vendor** - any provider or seller of goods and/or services that has a contractual relationship with R19 or ASC.

## **2 - Attachments –Signature Pages**

---

The following is a list of 9 pages (Contract Signature Page with 8 Attachments) that **MUST** be signed when completing this submittal. Read each page and complete each section that applies, sign and date each form. **THIS MUST BE DONE FOR YOUR SUBMITTAL!**

### **Contract Signature Page**

### **Attachments**

- 1 CONFLICT OF INTEREST DISCLOSURE STATEMENT
- 2 ANTITRUST CERTIFICATION STATEMENT
- 3 TAXPAYER IDENTIFICATION NUMBER REQUEST
- 4 PREVAILING WAGE RATES
- 5 VENDOR CERTIFICATION FORMS
- 6 SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES
- 7 SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR
- 8 CONTRACTOR CERTIFICATION (Arizona requirement)

**Contract Acceptance and Signatures**

The undersigned Vendor hereby proposes and agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the RFP, this Contract, and Vendor's proposal. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the RFP.

✓   

ACCEPTED

ACCEPTED with Exceptions

Please list and explain any exceptions.

Company Name

Address

City/State/Zip

Telephone No.

Fax No.

E-mail Address

Signature

Print Name

Position with Company

Sales Representative

Email Address

Website URL

Fleetcard Inc. dba Impac Fleet  
350 N. Sam Houston Pkwy E., Suite 234  
Houston, TX 77060  
(281) 445-1100  
(832) 431-4312  
ray.benefield@impacfleet.net  
Ray Benefield  
Ray Benefield  
VP of Sales and Marketing  
ray.benefield@impacfleet.net  
www.impactfleet.com

Accepted by ASC

Term of Contract

MAY 8, 2013

to

MAY 7, 2014

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by ASC and Vendor. Vendor shall honor all ASC Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

ASC Authorized Signature

Date

Printed Name:

Royce ClevelandMay 8, 2013Royce Cleveland

**Attachment #1**

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**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Education Service Center Region 19 ("ASC") is required to comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*.

Any company that does business with ASC must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a member of the ASC Board of Trustees or with a local government officer listed below or a family member resulting in the officer or family member receiving taxable income, and/or
- (2) Your company has given one of ASC's local government officers or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with ASC.

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign, and date it.

Statements must be filed within seven (7) business days after the company becomes aware that a conflict of interest exists.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.008, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.  <div style="text-align: center; font-size: 1.5em; margin-top: 10px;">N A</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.            (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer with whom filer has employment or business relationship.  <div style="text-align: center; font-size: 1.5em; margin-top: 10px;">N A</div> <div style="text-align: center; font-size: 0.8em; margin-top: 5px;">Name of Officer</div> <p style="font-size: 0.8em; margin-top: 10px;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p style="font-size: 0.8em; margin-top: 10px;">A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p style="font-size: 0.8em; margin-top: 10px;">B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p style="font-size: 0.8em; margin-top: 10px;">C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p style="font-size: 0.8em; margin-top: 10px;">D. Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center; flex-grow: 1;"> <div style="font-size: 1.5em; margin-bottom: 5px;">N A</div> <div style="font-size: 0.8em;">Signature of person doing business with the governmental entity</div> </div> <div style="text-align: center; flex-grow: 1;"> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="font-size: 0.8em;">Date</div> </div> </div> </div>		

WE HAVE NO CONFLICT OF INTEREST



## Attachment #2

**ANTITRUST CERTIFICATION STATEMENT  
(TEXAS GOVERNMENT CODE § 2155.005)**

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

I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below:

In connection with this bid/proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, TEX. BUSINESS & COMMERCE CODE, Chapter 15;

In connection with this bid/proposal, neither I nor any representative of the Company have violated any federal antitrust law; and

Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid/proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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

The proposal submitted by the Company is genuine and is not collusive or sham;

The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other vendor, or to secure any advantage against ASC or any person interested in the proposed contract; and

All statements in Company's proposal are true.

Vendor:	<u>Hectard Inc. dba Impact Fleet</u>	Official Authorizing Proposal:	
Address:	<u>350 N. Sam Houston Pkwy E.</u>	<u>[Signature]</u>	Signature
	<u>Suite 234</u>	<u>RAY BENEFIELD</u>	Printed Name
	<u>Houston, TX. 77060</u>	<u>VP</u>	Title
Phone:	<u>281-445-1100</u>		
Fax:	<u>832-431-4312</u>		

## Attachment #4

## PREVAILING WAGE RATES

The awarded Vendor and all subcontractors shall comply with all applicable laws regarding prevailing wage rates including, but not limited to, TEX. GOV'T. CODE, Chapter 2258 and any related federal requirements applicable to this procurement by ASC, including the Davis-Bacon Act. Vendor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Vendor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits.

The prevailing wage rates listed are to be considered the minimum to be paid, and the listing of prevailing wage rates shall not be construed to prohibit the payment of rates higher than those listed. Vendor and subcontractor(s) shall maintain an adequate workforce whether wage rates higher than those listed are required or not. ASC will not consider claims for additional compensation because of payments of wage rates in excess of the applicable rates listed herein.

Chapter 2258 of the TEX. GOV'T. CODE applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Section 2258.021 mandates that a worker employed on a public work other than maintenance work be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing wage rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with ASC or an ASC member.

For projects for ASC involving federal funds, ASC has adopted the prevailing wage rate as determined by the U.S. Department of Labor in accordance with the DAVIS-BACON ACT (40 U.S.C. §276a et seq) and its subsequent amendments, as the prevailing rate of per diem wages in ASC for each craft or type of worker needed to execute a public works contract and also for legal holiday and overtime work involving federal funds. See ASC Policy CV (Local). The current U.S. Department of Labor wage determination rates for Texas may be accessed on the Internet at <http://www.access.gpo.gov/davisbacon/>. Click on Browse all Determinations by State and then click on Texas. Locate El Paso County.

Click under the Building column for El Paso County to access the rates for all trades.

For projects for ASC not involving federal funds, ASC has adopted the prevailing wage rate as determined by El Paso County, Texas as the prevailing rate of per diem wages in ASC for each craft or type of worker needed to execute a public works contract and also for legal holiday and overtime work not involving federal funds. See ASC Policy CV (Local). The current wage determination rates for El Paso County, Texas may be accessed on the Internet at <http://www.eng.hctx.net/wage>. Click on Prevailing Wage Rate Building Construction to access the rates for all trades.

For projects for ASC members, the awarded Vendor performing service(s) or providing product(s) to an ASC member shall be notified by the ASC member if federal funds are involved and of the applicable pricing / prevailing wage rates, and the awarded Vendor and any subcontractor(s) must comply with the prevailing wage rates set by the ASC member and to comply with all reporting requirements. Vendor shall provide ASC with a copy of any required report filed.

I, Vendor, certify that I am in compliance with all applicable standards, orders and/or regulations issued pursuant to the programs subject to the DAVIS-BACON ACT (40 U.S.C. 276a et seq.), the Regulations of the Department of Labor, 29 CFR part 5, and TEX. GOV'T. CODE, Chapter 2258.

Fleetcard Inc. dba Impac Fleet

Vendor's Name

RAY BENEFIELD - VP

Name and Title of Authorized Representative

Signature

Date

## Attachment #5

## VENDOR CERTIFICATION FORMS

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**CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE**


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As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is NOT eligible to bid or receive a state contract.

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**CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**


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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS,  
AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**


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

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

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO  
GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND  
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

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

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**COMPLIANCE CERTIFICATION WITH THE DAVIS-BACON WAGE DETERMINATION  
ISSUED BY THE DEPARTMENT OF LABOR**

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The Davis-Bacon Wage Determinations are wage determinations issued by the U.S. Department of Labor under the Davis-Bacon and related acts. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. It is the responsibility of the federal agency that funds or financially assists Davis-Bacon covered construction projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contracts(s). See 29 CFR 1.5 and 1.6 (b).

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the programs subject to the Davis Bacon Act (40 U.S.C. 276a et seq.) and the Regulations of the Department of Labor, 29 CFR part 5 and Texas Government Code section 2258.

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**COMPLIANCE CERTIFICATION WITH BUY AMERICA PROVISIONS**

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I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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The vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. The vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the RFP, and in the Contract.

Company Name: Hectcard Inc. dba Impac Fleet  
 Address, City, State, and Zip Code: 350 N. Sam Houston Pkwy E., Suite 234, Houston, TX 77060  
 Phone Number: (281) 445-1100 Fax Number: (832) 431-4312  
 Printed Name and Title of Authorized Representative: Ray Benefield  
 Email Address: ray.benefield@impacfleet.com  
 Signature of Authorized Representative: [Signature]  
 Date: 4-26-2013

## Attachment #6

## SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES

## Background

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to ASC that they have complied and must obtain similar certifications from their subcontractors. See Attachment 7. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

## Definitions

**Covered employees:** Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. ASC and/or the ASC member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by ASC or an ASC member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
  - (a) a felony offense under Title 5, Texas Penal Code;
  - (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
  - (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of IMPAC FLEET ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Education Service Center-Region 19 ("ASC") that [check one]:

☒ None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

- ☐ Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
  - (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify ASC in writing within 3 business days.
  - (3) Upon request, Vendor will provide ASC with the name and any other requested information of covered employees so that ASC may obtain criminal history record information on the covered employees.

If ASC or the ASC member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at ASC or the ASC member.

I also certify to ASC on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

JP. Buford  
Signature

VP  
Title

4-26-2013  
Date

## Attachment #7

## SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR

**Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to ASC and to the vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

**Definitions**

**Covered employees:** Employees of a vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. ASC or the ASC member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

**Disqualifying criminal history:**

- (1) A conviction or other criminal history information designated by ASC or an ASC member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
  - (a) a felony offense under Title 5, Texas Penal Code;
  - (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
  - (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with NA ("Vendor"), to provide services in connection with the contract between Education Service Center Region 19 and Vendor. I, the authorized signatory for Subcontractor, certify to ASC and Contractor that [check one]:

☐ None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify ASC in writing within 3 business days.
- (3) Upon request, Subcontractor will provide ASC with the name and any other requested information of covered employees so that ASC may obtain criminal history record information on the covered employees.

If ASC or an ASC member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at ASC or an ASC member.

I also certify to ASC and vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with TEX. EDUC. CODE, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT 8

**Contractor Certification (Arizona requirement)****Contractor's Employment Eligibility**

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

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

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

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

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

---

**Fingerprint & Background Checks (Arizona requirement)**


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

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

---

**Business Operations in Sudan, Iran**

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

  
Signature of Respondent

4-26-2013  
Date

### 3 – SCOPE

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Proposers are to propose the broadest possible selection of Fleet Fuel Monitoring System, Maintenance, GPS System, Tank Automation, Related Fueling Products and Services offered. Proposer shall provide a nationwide, major brand fleet fuel monitoring and dispensing system that includes electronic capture and report of transactions, one card fuel access control and security system with level 3 data capture at the pump at all sites where the card is accepted. This proposal is intended to be used to provide Allied States Cooperative (ASC) members with fuel for its delivery vans, buses, trucks and automobiles. The proposer shall perform all services in accordance with the highest professional standards consistent with customary industry practices. The system provided by the proposer must include retail pricing as well as include online account management and reporting, consolidated billing in paper, electronic, and/or magnetic media, card embossing and issuance, reports in paper, electronic, and/or magnetic media, professional customer service.

The proposer shall develop, implement, administer and maintain a fleet fuel card system for participating ASC members in accordance with all terms, specifications, and conditions set forth herein. The proposer will be responsible for providing the following minimum system capabilities and service requirements (supporting data, locations, maps, directories, sample reports, data integration for all software programs, etc.) as evidence of proposer's ability to meet these requirements and should be included with submitted proposal. All fuel sold to participating ASC members shall comply with all applicable federal, state, and local standards and rules regarding grade, quality, storage, transport, etc.



## 4 - SPECIFICATIONS

Proposers should have demonstrated experience in providing products and/or services as defined in this RFP, including but not limited to the following:

1. **Card Acceptance** – To ensure universal acceptance for all ASC members, Cards shall be accepted at a minimum of 98% of all fueling locations in the continental United States. Accepting locations shall include discount locations. Discount locations may include but not be limited to suppliers such as; Murphy Oil (Walmart) and RaceTrac.
2. **Electronic Card Processing** - Proposer will be responsible for providing an electronic transaction processing system capable of capturing, reporting, transferring data to Region 19 Cooperative members. To ensure universal acceptance for all ASC members, ALL transactions shall include Level III (3) data capture at a minimum of 98% of all fueling locations in the continental United States. "Number of Fuel locations with 100% Level III data capture must be achieved with a "1" system, one card platform with all attributes". Data shall include as a minimum, but not be limited to the following:
  - Vehicle Fueled
  - Driver Fueling
  - date and time of fueling
  - identification of fueling location
  - identification and mileage of vehicle fueled, and miles driven since last fueling
  - Cost per mile calculated from all transactions per vehicle
  - type, grade and price per gallon of fuel, after discounts and taxes are removed
  - list any excise tax detail
  - total quantity and dollar amount of fuel purchased
  - odometer readings since last fueling and vehicle miles per gallon
  - electronic transaction file must match hardcopy invoice
  - access to real time dispensing information
3. **Report Documentation** - Proposer must provide the minimum reports:
  - Ability to departmentalize reports up to 5 nested levels deep under "one" account number
  - Provide unlimited user definable and customizable reports with the ability to set header names, field order, and sort order. All user definable reports should have the capability to be saved and scheduled for delivery to multiple recipients via email. User shall have the ability to create edit and manage all user definable reports through a customer on-line web portal.
  - all reports should include all information listed above under the Electronic Card Processing section
  - a monthly master invoice to member showing all fuel purchased, sorted and subtotaed, by department; must include location, date, time, vehicle and individual. This invoice must be furnished both in hard copy and electronically in Microsoft compatible format, preferable excel, CSV, Tab delimited, PDF.
  - a monthly electronic raw data export file, American Standard Code Information Interchange (ASCII) with fixed field lengths
  - must provide electronic startup file listing driver and pin number, sorted by department, also, must provide electronic startup file listing vehicle, type of fuel and card number, sorted by department
  - Other reports, including but not limited to: tax exemption report, discount report, vehicle report, and product report, exceptions reports.

4. Security and Control - Proposer's computer system should include the following minimum control and security features:

- fuel card number and security PIN must indicate driver, vehicle and department
- Lock out of any fuel cards and/or PIN at any time. Region 19 Cooperative members will accept no liability for subsequent purchases made with locked out card or PIN
- enable only authorized card administrator to access software in order to add, delete or edit card and PIN information
- Ability to limit all cards/drivers as follows:
  - Date/Time
  - Dollars per day/week/month
  - Transactions per/day/week/month
  - Dollars per Transaction
  - Day of Week
  - Time of Day
  - Fuel only or Fuel and Other
  - Pay at Pump only
  - Valid Odometer with user definable rules
  - Limit by State
  - Limit by merchant
  - Limit by zip code
- Ability to provide exception reporting/purchase alerts as follows:
  - Type of Product
  - Capacity of tank
  - Day of Week
  - Time of Day
- Must be able to provide Alerts/Exceptions via text message, email and reports to unlimited recipients.
- User shall have the ability to completely manage all aspects of account including above limitations and exceptions via a customer on-line web portal
- As a means of preventing unauthorized purchases in the event the card is lost or stolen, the card must have the capability of having a two-component authorization as requested by the participating Region 19 Cooperative member. The card itself can count as one of the authorization components. Upon request, the proposer's card must incorporate at least one other authorization, e.g., vehicle card plus driver ID; driver ID plus a PIN, etc. or Driver Card plus Unit number ID.

5. Refueling Network Facilities and Support - Proposer should maintain the following minimum levels of service:

- multiple major brand gas and diesel fuel dispensing locations Nationwide accessible 24 hours a day, 7 days a week with maps and directories for cardholders showing available fuel locations
- system support office with personnel available 24 hours a day, 7 days a week with toll free number or local numbers

6. Bulk Fuel - Provide pricing which should include differential over/under OPIS Daily Average. This should be inclusive of all state, federal, and LUST fees/taxes. Please list any fees and amounts, including but not limited to, pump, delivery, drop-off, load, outside local area, related fees.

7. Emergency Fuel System - Our governmental members may have a need to enter into an emergency fuel program in the case of a natural disaster. Provide the pricing/fee for this type of program

List any "Valued Added" products and services your company wishes to offer ASC members. Include all related cost to the member.

**Proposer shall provide detailed answers to the following questions:**

- Payment Terms including discount for early payment
- Grace Period for Repayment of balance for purchase
- Describe any monthly fees (if any)
- Describe any late fees (if any)
- Describe any fees associated with your fleet fuel monitoring service that may be charged to our members
- Annual Percentage Rate (APR) for purchases
- Monthly Rebate for Purchases
- How long has your company been in business providing Fleet Fuel Monitoring and Dispensing?
- Explain in detail the user training that will be provided. The technical support and customer support that will be made available.
- Is there a charge for additional on-site user training?
- Do you have 24/hour, 7/day customer service support?
- Provide a list of retail outlets Nationwide and in Texas.
- Do your outlets have car wash and/or maintenance (oil change, minor repair/maintenance facilities)? Indicate which ones.
- Does your company offer an Internet management solution or an internet Fuel Card tracking system? If so, provide detailed information related to the features and benefits related to your solution. Is there a dedicated staff to address any issues with the system or access?

## **5 - CONTRACT TERMS AND CONDITIONS**

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See Specifications and Proposal

## 6 - PRICING

### Electronic Price Lists

Electronic price lists must contain the following (if applicable):

Media submitted must include manufacturer part number, vendor part number (if different from manufacturer part number) description, manufacturers suggested list price and net price media can be CD, DVD, flash drive.

Please submit price lists and/or catalogs in electronic form only.

Provide detailed list of pricing per service offered.

ASC will charge a fee of 2% from net income to the awarded vendor from sales made under this contract. The fee must be calculated and included as part the proposers overhead and will be based upon the net income derived under the ASC contract. This will be reported and paid on a monthly basis to ASC, Region 19 Education Service center.

## 7 - EVALUATION AND AWARD OF PROPOSALS

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### Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by ASC to be the best value to ASC and to ASC members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

### Competitive Range

It may be necessary for ASC to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

### Deviations and Exceptions to Requirements

Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

### Clarification and/or Discussions

ASC may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between ASC and Vendor can also take place after the initial receipt of proposals. ASC reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. ASC will not assist the Vendor in the revision or modification of its proposal, nor will ASC assist the Vendor in bringing its proposal to the same level of other proposals received by ASC.

Questions related to the RFP can be submitted electronically to the email address provided no later than five (5) business days prior to the submittal deadline date. All submitted questions and answers will be listed on the ASC website. Questions will not be answered verbally or by phone.

### No Guarantee of Quantities

ASC makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. ASC makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

### Minority and Women's Business Enterprise (MWBE), Historically Under-utilized Business (HUB) and Small Business Enterprise (SBE) Participation

ASC encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Some ASC members have specific goals for subcontracting requirements and will require that a plan be attached to meet their goals. The Vendor shall also indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

### Formation of Contract (Execution of Offer)

A response to this RFP is an offer to contract with ASC based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is awarded by the ASC Board of Trustees or signed by their designee (ASC's Director). The Vendor must submit the signed Signature Form, thus eliminating the need for the formal signing of a separate contract.

**Multiple Awards**

ASC reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with ASC. ASC may make multiple awards; this fact should be taken into consideration by each Vendor.

**Non-Exclusive Contract**

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and Contract that it is for the sole convenience of ASC and ASC members. ASC and ASC members are free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at ASC's or ASC members' sole discretion.

**Disqualification**

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

**Environmental Initiatives**

ASC is committed to reducing waste and promoting energy conservation. Toward that end, Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

**Interpretation**

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

**No Return of Proposals**

Once submitted, ASC will not return proposals to Vendor.

**Non-Collusion Statement**

Vendors are required to certify a **Non-Collusion Statement**. (See Section 11.0 Attachments) Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against ASC or any person interested in the proposed contract, and that all statements in said proposal are true.

**Open Records Policy**

ASC is a governmental body subject to the Texas Public Information Act. Proposals submitted to ASC as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. ASC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

**Preferences**

ASC may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds. See TEXAS GOV'T. CODE §2252.001-.004.



**Responsible Vendor**

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

**Responsive Proposal**

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP.

**Similar Products**

Whenever product(s) is(are) referred by ASC in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

**Evaluation of Proposals**

A committee of ASC employees will review and evaluate proposals and make a recommendation to the ASC Board of Trustees. ASC will base a recommendation for contract award on the following factors:

<u>Evaluation Factors</u>	<u>Weighted Value</u>
Products/Price	20
Warranty Service	15
Reputation of Vendor	10
Historically Underutilized Business Participation	5
Performance Capabilities	25
Qualification and Experience	20
Value Add	05
<b>TOTAL POSSIBLE POINTS:</b>	<b><u>100</u></b>

## 8 - VENDOR QUESTIONNAIRE / COMPANY PROFILE

### 1. Minority and Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB) and Small Business Enterprise (SBE)

ASC encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. Vendor is responsible for pre-qualifying any subcontractors offered as HUB, MWBE and SBE participants. Some ASC members have specific goals for use of HUBs, including subcontracting requirements, and will require that a plan be submitted to meet their goals. See TEX. GOV'T. CODE, Chapter 2161.

If a Vendor is certified as a MWBE, HUB, and/or SBE, the Vendor must provide a copy of W/MBE, HUB, and/or SBE certification letter(s).

#### Minority/Women's Business Enterprise – MWBE

[Required by some ASC members]

Vendor certifies that its firm is a MWBE

☒ Yes ☐ No

If Yes, Vendor is certified by: SAM

Percentage of Vendor's business with WMBE vendor(s): \_\_\_\_\_%

#### Historically Underutilized Businesses – HUB [Required by some ASC members]

Vendor certifies that its firm is a HUB

☐ Yes ☐ No

If Yes, Vendor is certified by: \_\_\_\_\_

Percentage of Vendor's business with HUB vendor(s): \_\_\_\_\_%

#### Small Business Enterprise – SBE [Required by some ASC members]

Vendor certifies that its firm is a SBE

☐ Yes ☐ No

If Yes, Vendor is certified by: \_\_\_\_\_

Percentage of Vendor's business with SBE vendor(s): \_\_\_\_\_%

### 2. Certification of Residency

To comply with the non-resident vendor laws detailed in TEX. GOV'T. CODE Chapter 2252, ASC must determine the residency of its vendors. ASC may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. See TEX. GOV'T. CODE § 2252.003. This requirement does not apply to a contract involving federal funds.

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T. CODE § 2252.001.

Vendor is a resident bidder.

☒ Yes ☐ No

City and state of Vendor's principal place of business: HOUSTON, TEXAS

### 3. Felony Conviction Notice

Tex. Educ. Code § 44.034, *Notification of Criminal History of Contractors*, provides:

"(a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the

conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

(c) This section does not apply to a publicly held corporation."

I, the undersigned agent for the Vendor named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: IMPAC FLEET (FLEETCARD, INC.)

Authorized Company Official's Name: (Print) RAY BENEFIELD

The Vendor:

- ☐ Is a publicly held corporation; this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony. Provide names of individuals and a detailed explanation of the convictions.

Names of felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Company Official: [Signature] Date: 4-26-2013

4.

#### Processing Information

Vendor's billing address where the invoice for the administrative fee will be sent:

Contact Person: Stephanie Farrar Title: Sales/AP

Company: Fleetcard Inc. dba. Impac Fleet.

Address: 350 N. Sam Houston Pkwy E., Suite 234

City: Houston State: Texas Zip Code: 77060

Phone: (281) 445-1100 / (281) 713-9712 Fax: (832) 431-4312

E-mail: Stephanie@impacfleet.com

Contact person responsible for processing and confirming all Purchase Orders:

Contact Person: Ray Benefield Title: VP Sales and Marketing

Company: Fleetcard Inc. dba. Impac Fleet

Address: 350 N. Sam Houston Pkwy E., Suite 234

City: Houston State: TX Zip Code: 77060

Phone: 281-713-9708 / 281-445-1100 Fax: 832-431-4312

E-mail: ray.benefield@impacfleet.com

Contact person responsible for sales and marketing:

Contact Person: Ray Benefield Title: VP Sales and Marketing

Company: Fleetcard Inc. dba. Impac Fleet

Address: 350 N. Sam Houston Pkwy E., Suite 234

City: Houston State: TX Zip Code: 77060

Phone: 281-713-9708 / 281-445-1100 Fax: 832-431-4312

E-mail: ray.benefield@impacfleet.com

## 5. Pricing/Payment Information

- a. In addition to the typical unit pricing furnished herein, Vendor agrees to offer all future product introductions at prices that are proportionate to the contract price(s). ☒ Yes ☐ No

If answer is "No," attach a statement detailing how pricing for ASC members would be calculated.

- b. Pricing submitted includes the required ASC administrative fee ☒ Yes ☐ No

- c. Vendor agrees to remit to ASC the required administrative fee ☒ Yes ☐ No

- d. Additional discounts for purchase of a guaranteed quantity ☒ Yes ☐ No

- e. Pricing submitted includes all transportation charges (FOB Destination) ☒ Yes ☐ No

\* separate/additional transportation charges will not be paid by ASC or ASC members

- f. Vendor will accept all forms of Purchase Orders and Job Orders. ☒ Yes ☐ No

- g. Does Vendor require ASC members to provide Tax Exempt Forms for each Purchase Order? ☐ Yes ☒ No

- h. Capable of handling Electronic Funds Transfer (EFT) payment(s) ☒ Yes ☐ No

If yes, detail which EFT formats (CTX, CPT, etc.) Vendor supports:

ALL

- i. Does Vendor require credit requirements of ASC and/or the ASC member prior to acceptance of a Purchase Order? ☒ Yes ☐ No

If Yes, describe the credit requirements: STANDARD CREDIT APPLICATION

- j. Does Vendor have licenses for all states checked by Vendor in States Covered, below? ☒ Yes ☐ No

If No, for which state(s) does Vendor not have required licenses and why? \_\_\_\_\_

- k. Will Vendor honor pricing and product(s)/service(s) for this RFP for ASC members located in all states detailed in States Covered, below? ☒ Yes ☐ No

- l. Are there service area(s)/state(s) that Vendor cannot or will not provide products/services? ☐ Yes ☒ No

If Yes, specify service area(s)/states: \_\_\_\_\_

- m. Vendor agrees, as part of its educational marketing programs, to participate in statewide or regional conferences (approximately five per year) ☒ Yes ☐ No

6. **Distribution Channel**

Which best describes Vendor's position in the distribution channel:

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

7. **States Covered**

Vendor's product(s) and/or service(s) are or can be offered in the following states:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> All States           | <input type="checkbox"/> Kentucky                | <input type="checkbox"/> North Dakota        |
| <input type="checkbox"/> Arizona                         | <input type="checkbox"/> Louisiana               | <input type="checkbox"/> Ohio                |
| <input type="checkbox"/> Arkansas                        | <input type="checkbox"/> Maine                   | <input type="checkbox"/> Oklahoma            |
| <input type="checkbox"/> Alabama                         | <input type="checkbox"/> Maryland                | <input type="checkbox"/> Oregon              |
| <input type="checkbox"/> Alaska                          | <input type="checkbox"/> Massachusetts           | <input type="checkbox"/> Pennsylvania        |
| <input type="checkbox"/> California                      | <input type="checkbox"/> Michigan                | <input type="checkbox"/> Rhode Island        |
| <input type="checkbox"/> Colorado                        | <input type="checkbox"/> Minnesota               | <input type="checkbox"/> South Carolina      |
| <input type="checkbox"/> Connecticut                     | <input type="checkbox"/> Mississippi             | <input type="checkbox"/> South Dakota        |
| <input type="checkbox"/> Delaware                        | <input type="checkbox"/> Missouri                | <input type="checkbox"/> Tennessee           |
| <input type="checkbox"/> District of Columbia            | <input type="checkbox"/> Montana                 | <input type="checkbox"/> Texas               |
| <input type="checkbox"/> Florida                         | <input type="checkbox"/> Nebraska                | <input type="checkbox"/> Utah                |
| <input type="checkbox"/> Georgia                         | <input type="checkbox"/> Nevada                  | <input type="checkbox"/> Vermont             |
| <input type="checkbox"/> Hawaii                          | <input type="checkbox"/> New Hampshire           | <input type="checkbox"/> Virginia            |
| <input type="checkbox"/> Idaho                           | <input type="checkbox"/> New Jersey              | <input type="checkbox"/> Washington          |
| <input type="checkbox"/> Illinois                        | <input type="checkbox"/> New Mexico              | <input type="checkbox"/> West Virginia       |
| <input type="checkbox"/> Indiana                         | <input type="checkbox"/> New York                | <input type="checkbox"/> Wisconsin           |
| <input type="checkbox"/> Iowa                            | <input type="checkbox"/> North Carolina          | <input type="checkbox"/> Wyoming             |
| <input type="checkbox"/> Kansas                          |  |  |
| <input checked="" type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam                    | <input type="checkbox"/> Puerto Rico         |
| <input type="checkbox"/> American Samoa                  | <input type="checkbox"/> Midway Islands          | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Fed. States of Micronesia       | <input type="checkbox"/> Northern Marina Islands |  |

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

Lists of political subdivisions and local governments in the above referenced states/districts may be found at <http://www.usa.gov/Agencies/State and Territories.shtml> and <http://www.usa.gov/Agencies/Local.shtml>

8. **Cooperatives**

List any other cooperative contracts currently held by Vendor.

	COOPERATIVE	DISCOUNT OFFERED	EXPIRATION DATE
<input type="checkbox"/>	BuyBoard – Texas Local GOV'T. Purchasing Cooperative		
<input type="checkbox"/>	CPC Purchasing Cooperative		
<input type="checkbox"/>	The Cooperative Purchasing Network (TCPN)		
<input type="checkbox"/>	Houston Galveston Area Council of Governments Cooperative (HGAC)		
<input type="checkbox"/>	Mohave Educational Services Cooperative (MESC) – Arizona		
<input type="checkbox"/>	Cooperative Educational Services (CES) – New Mexico		
<input type="checkbox"/>	National Joint Powers Alliance (NJPA)		
<input type="checkbox"/>	Western States Contracting Alliance (WSCA)		
<input type="checkbox"/>	U S Communities		
<input type="checkbox"/>	Independent Colleges and Universities of Texas (ICUT)		
<input type="checkbox"/>	Educational & Institutional Cooperative Services, Inc. (E&I)		
<input type="checkbox"/>	TXMAS		
<input type="checkbox"/>	CMAS		
<input type="checkbox"/>	PEPPM		
<input type="checkbox"/>	GSA		
<input checked="" type="checkbox"/>	Other (Specify): <u>HCDE</u>		
<input type="checkbox"/>	None		

2. **Administrative**

- a) Indicate who will provide the administrative support services, including the person(s) title, phone number(s), fax number(s), e-mail(s) and résumé(s).
- b) Provide company's Dun & Bradstreet (D&B) number and tax identification number.
- c) Define Vendor's standard terms of payment.
- d) If Vendor is a certified WMBE Vendor, indicate what percentage of Vendor's business is with WMBE suppliers.

3. **Accounting**

- a) Describe how Vendor will invoice the ASC member. Include a process map.
- b) Discuss the invoicing options Vendor offers and the payment terms for each.

3 **Quality Assistance/Quality Control (QA/QC) Program**

Vendors shall submit a QA/QC plan, and, if required or necessary, Vendor(s) shall submit an updated QA/QC plan within 14 calendar days of award and prior to commencement of work under this contract. This plan shall:

- a) Detail the day-to-day surveillance of work, provide documentation of deficiencies and corrective actions, note compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and ASC member's staff.
- b) Describe the Vendor's customer service department, including hours of operation, number of service centers, etc. Describe the involvement and amount of input of staff level employees in Vendor's quality training incentive and safety programs. Describe Vendor's procedures to monitor the quality of its customer service and products.
- c) Describe Vendor's product support and service procedure. Detail the estimated timeframe from an ASC member's request to when a product or service is provided and completed, taking into account the requirements detailed in **Contract Terms and Conditions**. Provide evidence of the Vendor's ability to shorten the timeframe between receiving a service call to problem solution.
- d) ASC is committed to reducing waste and promoting energy conservation. To that end, Vendors are encouraged to provide their environmental policy and green initiative.

5. **Marketing**

Vendor shall provide to ASC a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to ASC members. If required or necessary, Vendor must submit a revised marketing plan within 14 days of contract award for the awarded region and explain in more detail how its marketing program will integrate with ASC, how Vendor's services will be marketed to ASC members, how marketing will work with ASC member feedback, networking within the region, and endeavoring to educate potential ASC members. The marketing plan should explain how marketing will interface with the Vendor's management team and ASC members. The marketing program is vital. Vendor must show the ability to develop, implement, maintain, and commit to the proposed marketing plan and the ability to improve on it over time. It should include the following key points:

- a) Describe the Vendor's quotation/proposal process.
- b) Vendor's marketing manager, experience in marketing to ASC members on a regional basis, whether the marketing manager is a full-time position, and whether the marketing manager is committed to marketing this Contract.
- c) Detail whether the marketing plan will be managed at the Vendor's local project office or corporate office and whether there is a stated corporate commitment.
- d) Detail Vendor's resources committed to the marketing plan, handouts, brochures, conferences to attend, and Vendor's proposed marketing budget.
- e) Provide a sample of any advertising used by Vendor.
- f) What is your market share?
- g) Are you gaining market share, losing market share, or maintaining market share?
- h) What is your strategy to increase market share?

6. **Vendor's Operations, including Vendor's Project General Manager (PGM) and Key Staff**

Vendor must detail the qualifications of its PGM(s) in its proposal. Vendors must include the following information:

- a) Describe the scope of sales/field support Vendor would make available to ASC members.
  - b) Three references (preferably schools and other governmental entities).
  - c) Experience with governmental entities.
  - d) Marketing manager's résumé and information detailing experience in marketing and with ASC members and governmental entities and previous success(s).
  - e) Business manager's résumé and information detailing experience and multi-tasking skills required for JOC.
  - f) Safety/Environmental company policy/plans.
7. **Technical Resources**
- a) Describe what technical resources Vendor will provide to support member projects.
8. **Training**
- a) Describe how Vendor will interact with ASC. Include a flowchart.
  - b) Describe Vendor's training program for the ASC contract with your staff and a proposed schedule of topics and include any proposed training literature or materials.
  - c) Indicate who will be providing technical assistance, including their title, telephone number, fax number, and e-mail address. Include résumé.
  - d) Describe the scope of training opportunities Vendor will make available to ASC and/or ASC members, as needed.
9. **Value Add Services Description**
- Include any additional information you think ASC should have when making their decision to select awarded Vendors. What valued added options does Vendor offer that are not defined or addressed in this format? If they are best described in the line item format, please add to designated area at the end of the line item list.



**CHECKLIST FOR COMPLETED FORMS AND SIGNED DOCUMENTS**

☒ CONTRACT TERMS AND CONDITIONS  
☒ ACCEPTED / ACCEPTED WITH EXCEPTIONS - If exceptions, they are noted.  
 PRICING FILLED OUT  
☒ WBE / HUB, SBE FORMS  
☒ VENDOR QUESTIONS AND COMPANY PROFILE FILLED OUT  
☒ U.S. STATES AND TERRITORIES  
☒ FELONY CONVICTION, if applicable  
 INSURANCE CERTIFICATE  
~~BOND LETTER~~  
☒ COOPERATIVES  
☒ CONFLICT OF INTEREST DISCLOSURE STATEMENT  
☒ ANTITRUST CERTIFICATION STATEMENT  
☒ TAX PAYER IDENTIFICATION NUMBER REQUEST (W-9)  
☒ PREVAILING WAGE RATES  
☒ VENDOR CERTIFICATION FORMS  
☒ SB9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES  
☒ SB9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR  
☒ ARIZONA REQUIREMENTS AND BUSINESS OPERATIONS IN SUDAN / IRAN

**SPECIAL INSTRUCTIONS TO BIDDERS; THE FOLLOWING PAGES SHOULD BE ACKNOWLEDGED, COMPLETED, AND/OR SIGNED BY THE VENDOR'S REPRESENTATIVE BEFORE SUBMITTAL TO ESC-REGION 19 ALLIED STATES COOPERATIVE;**

**CHECK OFF LIST**

PAGE 9 ☒  
 PAGE 11 ☒  
 PAGE 12 ☒  
 PAGE 13 ☒  
 PAGE 14 ☒  
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 PAGE 37 ☒

**PROVIDE CONTACT INFORMATION FOR THREE (3) REFERENCES YOUR COMPANY HAS PROVIDED LIKE GOODS/SERVICES SPECIFIED IN THIS PROPOSAL INCLUDING CONTACT NAME, COMPANY, EMAIL, PHONE, ADDRESS, AND APPROXIMATE AMOUNT OF BUSINESS PROVIDED OVER PAST YEAR FOR CONTACT AND EVALUATION PURPOSES ON VENDOR'S LETTERHEAD. ASC WILL NOT BE RESPONSIBLE FOR REFERENCES THAT WILL NOT RESPOND AFTER TWO ATTEMPTS BY PHONE AND/OR EMAIL.**

**Proposer shall provide detailed answers to the following questions:**

Payment Terms including discount for early payment

**Answer: Impac Fleet offers; Weekly, Semi-Monthly and Monthly billing with net terms of; 7, 10, 15, and 20 days.**

Grace Period for Repayment of balance for purchase

**Answer: Impac offers a 5 day Grace Period.**

Describe any monthly fees (if any)

**Answer: Impac charges a \$10 dollar monthly account fee. This fee will be waived for all Region 19 members under this contract.**

Describe any late fees (if any)

**Answer: Impac currently does not charge late fees as a standard. However we do reserve the right to charge a reasonable late fee and/or require EFT payments for customers that are habitually late or as a result of bad debt.**

Describe any fees associated with your fleet fuel monitoring service that may be charged to our members

**Answer: Impac charges a .03 cent per gallon fee for monitoring, reporting, data services and controls.**

Annual Percentage Rate (APR) for purchases

**Answer: Impac charges 18% percent interest only on dollar amounts that are not paid within the specified billing time and term days.**

Monthly Rebate for Purchases

**Answer: Impac provides a monthly discount instead of a "rebate". For Region 19 members on this contract, we would like to provide a \$0.03 cent per gallon discount on all transactions over \$30 dollars.**

How long has your company been in business providing Fleet Fuel Monitoring and Dispensing?

**Answer: Impac Fleet has been in the Fleet Fuel Monitoring and Dispensing business for 7 years.**

Explain in detail the user training that will be provided. The technical support and customer support that will be made available.

**Answer: Impac Fleet will provide training to the ASC member.**

- ◆ Impac Fleet will train all authorized member personnel on the proper, accurate, and efficient operation of all aspects of the Impac Fleet system.
- ◆ The ASC member and Impac Fleet will collaborate on materials that will be utilized for training purposes at the management and driver level.
- ◆ The initial training session (usually one hour sessions) either in person or via web meetings with ongoing telephone and web meeting training support.

**Customer Support:**

Our call center provides complete 24 / 7 customer support services for our customers. Each shift consists of at least one (1) Supervisor / Sr. Accounts Manager and appropriate number of customer service representatives. We utilize the latest in call center technology including "VOIP" phone systems and our proprietary "CRM" (Customer Relationship Management) Software designed specifically for our Fleet Services Call Center.

Is there a charge for additional on-site user training?

**Answer:** If the ASC member requires "On-Site" training (not usually necessary), we will be happy to schedule this at their convenience with reasonable cost of travel fees only.

Do you have 24/hour, 7/day customer service support?

**Answer:** Yes! Please see customer support answer above.

Provide a list of retail outlets Nationwide and in Texas.

### Stations and nationwide coverage

The Impac Fleet - Fuel Fleet Card program is accepted at 98% of all fuel retailers nationwide. Sites include all the Major Oil Refiner sites plus well known retailers including (but not limited to) Wal-Mart, Kroger, Sheetz, SuperAmerica, Pantry, Pilot, Flying J and QuikTrip and a more comprehensive list below. This system was originally developed for the US Post Office and has 100% Level III data collection at sites in every zip code in the country. By allowing your drivers to fuel at the most competitively priced locations in their given market, our program can bring cost savings not typically found in other fleet card platforms that have limited or brand specific fueling options only.

### FUEL PROVIDERS

♦ AAFES*	♦ Exxon	♦ Kroger	♦ Rotten Robbie
♦ Admiral Petroleum	♦ EZ Mart	♦ Kum & Go	♦ Royal Farms
♦ Aloha Petroleum	♦ FFP Marketing	♦ Kwikfil	♦ SC Fuels
♦ Ameristop	♦ Family Express	♦ Kwik Mart	♦ Sheetz
♦ Amoco	♦ Fas Gas	♦ Kwik Star	♦ Shell
♦ Bigfoot	♦ Fast Fuel	♦ Kwik Trip	♦ Shell Canada
♦ BP	♦ FasTrac Markets	♦ LLI Champ	♦ Sinclair
♦ Caribe	♦ Fast Stop	♦ Love's Country Stores	♦ Smith's
♦ Casey's	♦ Fina	♦ Mac's	♦ Smoker's Express
♦ Cenex	♦ Flying J	♦ Mapco Express	♦ Speedway
♦ Certified Oil	♦ Food Chief	♦ Marathon	♦ Sprint
♦ CF Oil	♦ Freedom Value Center	♦ Maverik Country Stores	♦ Stewart Shops*
♦ Chevron	♦ Fry's	♦ MFA Oil	♦ SuperAmerica
♦ Chief Petroleum	♦ Fuel Trac	♦ Mirastar	♦ Sunoco
♦ Circle K	♦ Gas City	♦ Mobil	♦ Tesoro
♦ Citgo	♦ Gas America	♦ Moto Mart*	♦ Texaco
♦ City Market	♦ Gate Petroleum	♦ Murphy U.S.A.	♦ Thorntons
♦ Clark	♦ Getty	♦ Mustang	♦ Total
♦ Coastal*	♦ Giant <sup>1</sup>	♦ NEXCOM*	♦ Town and Country*
♦ Conoco	♦ Git-N-Go	♦ NOCO Express	♦ Trade Mart
♦ Crown	♦ Go Mart*	♦ Pacific Pride*	♦ Turkey Hill Minit Market
♦ Dairy Mart	♦ Gogas	♦ The Pantry <sup>2</sup>	♦ Union 76
♦ Dash-N	♦ Gulf Oil	♦ PDQ Food Stores, Inc.	♦ Uni Marts
♦ Depot	♦ Handy Andy	♦ Petro South	♦ Unified Supermarkets
♦ Diamond Shamrock	♦ Handy Way	♦ Phillips 66	♦ US Oil
♦ Dillons Food Stores	♦ Hess*	♦ QS	♦ USA Petroleum
♦ Duke/Duchess Shoppe	♦ Holiday	♦ Pilot Oil	♦ Valero
♦ Eddins Walcher	♦ Hucks	♦ Quick Fuel	♦ WaWa

- |                      |                |              |         |
|----------------------|----------------|--------------|---------|
| ♦ Esso – Puerto Rico | ♦ Irving Oil   | ♦ Quick Stop | ♦ Wesco |
| ♦ ETNA               | ♦ Keystone     | ♦ QuikTrip   | ♦ Wilco |
| ♦ Express Stop       | ♦ King Soopers | ♦ Rich       |         |

## MAINTENANCE/SERVICE/PARTS/SPECIALTY MARKETS

- |                              |                            |   |   |
|------------------------------|----------------------------|---|---|
| ♦ A to Z Tire                | ♦ Express Oil Change*      | ♦ Les Schwab Tires                      | ♦ RANPARR Oil <sup>6</sup>              |
| ♦ AAMCO Transmissions        | ♦ ExpressWay               | ♦ Lewis Oil Company <sup>6</sup>        | ♦ Safelite Auto Glass <sup>7</sup>      |
| ♦ Action/Gator Tire          | ♦ EZ Lube                  | ♦ Maroone                               | ♦ Sears Auto Centers                    |
| ♦ American LubeFast          | ♦ Flynn's Tires            | ♦ Meineke Car Care Centers              | ♦ Shell Rapid Lube                      |
| ♦ America's Tire Co.         | ♦ Ford Lincoln Mercury     | ♦ Merchant's Tire and Auto              | ♦ Speedy Auto Glass*                    |
| ♦ Amie's Auto Glass          | ♦ Gatto's                  | ♦ MIDAS*                                | ♦ Speedy Auto Service                   |
| ♦ Arrow Oil <sup>6</sup>     | ♦ GlasPro                  | ♦ Monro Muffler/Brake                   | ♦ Strauss Discount Auto Store           |
| ♦ Auto & Truck Glass         | ♦ GM Dealerships*          | ♦ Mr. Tire                              | ♦ Streicher Mobile Fueling <sup>8</sup> |
| ♦ AutoNation*                | ♦ GMS Auto Glass           | ♦ Multi-Service Aviation                | ♦ Suburban Propane                      |
| ♦ Auto Parts Wholesale       | ♦ Goodyear                 | ♦ (World wide) <sup>3</sup>             | ♦ Super-Lube                            |
| ♦ CarQuest*                  | ♦ Grease Monkey*           | ♦ NTB                                   | ♦ Texaco Xpress Lube                    |
| ♦ Car-X Auto Service*        | ♦ Great American           | ♦ National Automobile Club <sup>9</sup> | ♦ Tire Centers Inc.                     |
| ♦ Champion                   | ♦ Harmon AutoGlass         | ♦ Nationwide Auto Glass                 | ♦ Tire Kingdom                          |
| ♦ Chrysler                   | ♦ HOP Fueling <sup>6</sup> | ♦ Netcost AutoGlass <sup>4</sup>        | ♦ T.O. Hass Tire                        |
| ♦ Cottman Transmissions      | ♦ Iowa Glass               | ♦ North American Fleet Serv             | ♦ Transmission Wholesale Sp             |
| ♦ Diamond/Triumph Auto Glass | ♦ JC's Glass               | ♦ Oil Changers                          | ♦ Tuffy Auto Service Centers            |
| ♦ Discount Tire              | ♦ Jiffy Lube               | ♦ On-Site Mobile Fueling <sup>6</sup>   | ♦ Valvoline Instant Oil Change          |
| ♦ Earl Scheib Paint & Body   | ♦ John Elway               | ♦ Pep Boys                              | ♦ Valvoline OnSite                      |
| ♦ Elite AutoGlass            | ♦ Jubitz <sup>6</sup>      | ♦ Procare                               | ♦ Vespia's                              |
| ♦ Enterprise Car Rental      | ♦ Kryger Glass             | ♦ Quick Fuel <sup>6</sup>               | ♦ Walker Tire                           |

Do your outlets have car wash and/or maintenance (oil change, minor repair/maintenance facilities)? Indicate which ones.

**Answer:** Yes, there are too numerous to list each site that provides car wash and/or oil change facilities. However we have also provided a list of nationwide maintenance locations that happily accept the Impac Fleet card as well.

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

**Answer:** YES. We are proud to offer our "Fleet Commander On-Line" fleet management web interface with top of the line dedicated technical support. Using this, fleet managers can track itemized purchases for each vehicle or driver or a combination of both. This helps track costs and exceptions, especially when a vehicle is operated by more than one driver or when one driver operates more than one vehicle.

Reports can be broken out at any business unit level, and are available electronically, on paper, magnetic media or diskette. Additionally, reports can be sent to multiple departments within a customer's organization. This search engine is best in class and in current use by the US Post Office and more than 20 State Entities.

Fleet managers can generate multiple reports based on the following information:

- Level I Data – Purchase amount, authorization reference number, transaction/posting date, supplier name/location and merchant category code

- Level II Data – Purchase ID (UPC code)/customer-defined accounting code, sales tax information, 1099 status, minority or women-owned business status (MWOB), plus all Level I Data.
- Level III Data – Purchase item descriptions, item product codes, unit costs, quantity of gallons and units of measurement, plus all Level I and II Data.

No other fleet payment solution provides a better account and spend control capability. The industry's most robust and user-friendly fleet management portal offers clients more command and control through a secure, web-based fleet and fuel management program.

Portal provides total access for clients to observe, update, track and manage fleet operations and Impac Fleet Card accounts. Complete level III data capture gives fleet administrators all the information needed to manage fleet and account activity from the desktop. Fleet administrators are able to manage fleet operations from any location and at any time.

#### Merchant Locations

The Impac Universal Fleet Card is accepted at more than 230,000 fuel and maintenance locations in all 50 states with 100% Level III acceptance. This represents approximately 98% of all fuel sites available. Impac equips organizations to handle all their fuel and/or maintenance needs. Helpful search tools provide detailed maps and driving directions to guide fleets toward preferred fuel and maintenance providers.

#### Fuel Prices

By having access to the largest number of fuel sites and *"All 3 major Processors"* each Member can take advantage of the "best" pricing in their market, many times with a savings in the range of "10 to 20 cents". The Fuel Prices link can help drivers plan their routes and check prices before committing to the stop. Our network of more than 173 gas price information websites instantly finds the lowest gasoline prices anywhere in the United States.

#### Account Maintenance

Fleet administrators can control cards and PINs, view statements and invoices. This functionality provides instant results and negates time-consuming phone calls and third party actions. Fleet administrators can view, add, cancel and replace cards and PINs 24 hours-a-day, seven-days-a-week.

Detailed account transactions, maintaining cards, drivers and vehicles are all controlled through this management suite. Even purchase orders can be created and reviewed as part of the account maintenance capabilities.

#### Online Reporting

The Online Reporting Suite contains best in class reports used by the largest Government entities which quickly help reconcile accounts with fuel marketers, distributors and merchants. With a few clicks of the mouse, fleet administrators command all the information necessary to smoothly manage all aspects of fleet operations.

My Reports allows users to create, save, schedule, format and customize valuable analytical data with the only automated *"order and sort"* feature that best suits their needs.

#### Inventory Report

Inventory Reports allow fleet administrators to assemble real-time inventory information to help make important card/vehicle/driver decisions. The individual card, vehicle and driver profiles generated in this series of reports offer organized detail to help manage all aspects of the fleet.

### Transaction Report

The Impac Fleet Card captures 68 separate data elements on every transaction made. Fleet administrators can use that data to create valuable transaction reports. These reports allow users to create customizable transaction reconciliation and vehicle management reports,

giving significant flexibility for users to drill down into transactional data and create customized reports using all data elements.

Users can also define the column appearance, naming, sort order, date range and specific account or organizational level.

Transaction Detail and Transactions by Vehicle and Driver Reports allow users to create an electronic version of our comprehensive paper-based Vehicle Report. All reports can be exported in useful formats such as Microsoft Excel, CSV, tab-delimited text or PDF.

### Management Reports

Management Reports provide essential tools to spot misuse and transactional trends. Fleet administrators can track every dollar spent in a variety of categories. Here are just a few of our many management reports that can generated at the touch of a button:

- **Fuel Economy by Vehicle**

Compares MPG/CPM for like vehicles. Also provides "Miles Driven" which can take days to compile.

**Fuel Economy Report By Vehicle ID**  
Report Date: 02/08/2012 From: 10/01/2011 To: 10/31/2011  
\* - indicates sorted column

Vehicle Description *	Vehicle ID	VIN	License	Elc	Elc	Card ID	Begin	End	Miles	Miles per	
				State			Odometer	Odometer	Driven	Gallon	CPM
01 BUICK 2101	000003				200017		189146	190818	1,373	123.81	8.51
01 BUICK 2102	000004				200024		89158	130821	1,723	144.75	11.84
01 BUICK 2103	000005				200019		177723	181082	1,261	106.35	9.21
01 BUICK 2104	000006				200020		848	148953	3,441	420.43	6.90
02 INTL 2201	000001				200016		42	20131	1,420	164.14	1.96
02 INTL 2202	000002				200016		848	86296	874	137.08	4.48
07 FORD RANGER	000012				200018		326724	327725	1,424	94.85	16.43
08 FORD VNA 200	000011				200023		267225	48324	1,871	133.32	12.88
09 FORD VNA 99-1	000009				200023		49807	47198	812	18.01	11.59
RENTAL CAR	001000				200029		31149	217625	3,245	143.21	30.79
<b>TOTAL</b>									<b>16,963</b>	<b>1,618.01</b>	<b>10.42</b>

- **Driver / Vehicle Transaction**

**Driver Transaction Report**  
**Account Number:**                      **Occurred From:** 09/01/2011 - 09/15/2011

Driver		First Name		Last Name	
001550		B		BRENT	
Level 3		Level 4		Level 5	
Level 6		Level 7			

Trans	Var	Location	Invoice	Card	Vehicle	Prod	Cost Per	Trans	
Date/Time	ID	Number	Number	#	Number	Code	Unit	Amount	Description
<b>Paid</b>									
09-02 08:41	SH	0754028406	1838 HIO SERVICE RD LAKE CHARLES LA	000004	000006	604884	DRL	83.30	5.78
09-02 12:06	RM	4720017	7780 N SAM HOUSTON PKWY W HOUSTON TX	00244118	200004	000006	603416	UNLD	8.73
09-04 14:26	RM	9127196	4423 SAN PELLE ST HOUSTON TX	00040346	200004	000006	603416	UNLD	7.91
09-06 18:08	PI	187000121802	4440 N MCGARRY ST HOUSTON TX	345	200004	000006	603416	DRL	148.90
09-07 08:28	CH	0384962	18126 HIGHWAY 296 ROANOKE LA	0297836	200004	000006	603416	DRL	33.26
09-07 18:27	CH	0309040	14388 HIGHWAY 59 N HUMBLE TX	0001340	200004	000006	603416	DRL	184.96
09-09 02:30	SH	0754028406	1838 HIO SERVICE RD LAKE CHARLES LA	0020846	200004	000006	603416	DRL	33.30
09-09 02:40	RM	4718409	18331 JOHN F KENNEDY BLVD HOUSTON TX	00178023	200004	000006	603416	UNLD	7.14
09-09 09:06	SH	0754028406	1838 HIO SERVICE RD LAKE CHARLES LA	0020846	200004	000006	603416	DRL	33.30
09-11 10:57	CH	0309040	14388 HIGHWAY 59 N HUMBLE TX	0021870	200004	000006	603416	DRL	88.94
09-12 08:36	LV	167000024609	1119 LOUIS DRISLET RD JORDA LA	587	200004	000006	603416	DRL	26.45
09-12 17:30	SH	410670387	2201 GREENB RD HOUSTON TX	0201806	200004	000006	603416	DRL	171.25
09-13 11:00	CH	0384962	11426 BARBER PKWY HOUSTON TX	4964724	200004	000006	603416	DRL	84.13
09-13 11:07	SL	06242452	52831 HOUSTON RD HOUSTON TX	00013881	200004	000006	603416	UNLD	7.44
09-13 18:42	RM	0119028	20423 NORTHWEST FAY JERSEY VLG TX	00184048	200004	000006	603416	UNLD	1.94
09-14 08:56	CH	0384962	18126 HIGHWAY 296 ROANOKE LA	0000021	200004	000006	603416	DRL	40.04
09-14 18:17	CH	0309040	14388 HIGHWAY 59 N HUMBLE TX	0000064	200004	000006	603416	DRL	171.25
<b>Total Paid</b>								<b>1,696.46</b>	<b>8,258.24</b>

- Percent of Card Limit

Percent of Card Limit Report Report Date: 02/08/2012						
Account Number	Card ID	Vehicle Description	Cycle Dollars Used	\$ Per Cyl Limit	Cycle Percent Used	Remaining Amount
864081070	400018	MEDIC 10 C.C.	1829.56	5000	38.59	3,070.44
864081070	400024	W-C 1	1442.84	5000	28.85	3,557.16
864081070	400028	MEDIC 10 ODESSA	1092.94	5000	21.85	3,907.06
864081070	400034	MEDIC 20 ODESSA	995.61	5000	19.91	4,004.39
864081070	400029	MEDIC 30 ODESSA	624.51	5000	12.49	4,375.49
864081070	400016	LOWV 1	612.71	5000	12.25	4,387.29

- Cards with High Transaction Counts

#### Cards with Top X Highest Transaction Counts

Report Date: 02/08/2012

\* - indicates sorted column

Account Number	Card Number	No of Trans *	Sum of Units / Gallons	Sum of Gross Dollars	Sum of Net Dollars
864082094	400064	24	757.19	2,765.62	2,765.62
864082094	400066	23	3,217.03	12,114.37	12,114.37
864082094	400065	17	1,808.40	6,559.30	6,559.30
864082094	400030	16	2,374.53	9,219.39	9,219.39
864082094	400062	14	286.37	953.25	953.25
864082094	400027	13	1,915.09	7,434.25	7,434.25
864082094	400031	9	933.78	3,429.06	3,429.06
864082094	400033	4	79.24	245.56	245.56
864082094	400059	2	151.18	549.00	549.00
864082094	400002	1	20.83	64.56	64.56

#### Exception Reports

Exception Reports highlight important program variances and quickly help users identify employee abuse or misuse and spot transaction trends. Percent of Limit Record and Transaction Exception Reports provide details regarding card use activities.



## COMPANY PROFILE

### 1. Company Profile

- a) Provide official registered name.

Fleetcard Inc.

- b) Provide a brief history of Vendor's company that can be used for marketing on ASC's website.

**Answer:**

**Impac Fleet**

Impac Fleet was founded in 2007 and is a 100% women owned minority business. Our program is designed around the need for a single-source provider for all card issuance, billing, payment and customer service. Impac Fleet brings it all together for a complete and comprehensive fuel and maintenance fleet solution.

**The Impac Fleet Card**

The Impac Fleet Card offers the most comprehensive fuel card tracking and reporting system in the industry today including tax exemption, discount processing, online system access, and card level control. Impac Fleet allows cards to be assigned to driver, vehicle, department, region, etc. Flexible point of sale prompting, card level exception reporting, purchase control parameters and innovative reporting products allow fleet managers to manage their fuel programs with ease.

The Impac Fleet card is accepted at more than 240,000 major and regional fuel and maintenance locations in all 50 states, Canada and Puerto Rico. Impac Fleet's pay at the pump acceptance parallels any major credit card. The knowledgeable Impac Fleet customer service professionals are available 24 hours a day, 365 days a year.

- c) Provide organization chart.

**Answer:**

**Erin Applegate – President**

**Ray Benefield – Vice President**

**Patricia Martin – Customer Service Manager**

**Renee Picard – Sr. Account Manager**

**Frank Clements – Sr. Local Sales**

**Mike Fletcher – Sr. National Sales**

- d) Provide corporate office location and the location(s) of sales and service offices in the state(s) relevant to this RFP. Include name of key contact at each location along with résumé.

350 N. Sam Houston Pkwy. E.

Suite 234

Houston, Texas 77060

Ray Benefield

Direct: 281-713-9708

Email: [ray@impacfleet.com](mailto:ray@impacfleet.com)

**Ray Benefield – VP Sales & Marketing**

Mr. Benefield is responsible for all sales and marketing activities within Impac Fleet. With over 20 years experience of managing sales, marketing, operations, and personnel, Ray will be instrumental in working closely with the ASC and creating successful campaigns and strategic marketing efforts.

- e) Provide a description of Vendor's relevant market and Vendor's position within it.

**Answer: Impac Fleet provides fuel management products and services to any entity with a fleet of vehicles. Our authorization rail is the largest in the country and is the number one #1 issuer of fleet fuel cards in the United States.**

- f) Indicate Vendor's experience in line item contracting and total dollar volume for the past 3 years. Provide the names and addresses of the top 5 governmental entities and dollar volumes for those entities with which Vendor has done business in the past 3 years.

**Answer: N/A**

- g) Vendor agrees to provide ASC with the following financial information if requested by ASC at any point during the procurement process, including before or after contract award:
- a. If public, the Vendor's income statement, balance sheet, and cash flow for the past three (3) years;
  - b. If private, the Vendor's audited financial statements for the past two years (if available).  
**(A Vendor's failure to provide this financial information may impact ASC's recommendation to the ASC Board of Trustees for the award of the contract.)**

**Answer: Yes.**

- h) Provide Vendor's company logo in ".eps" file format to be used on the ASC's website

**Answer: Logo has been provided on included thumb drive.**

- i) Provide documentation to show the number of years Vendor has been in the Job Order Contracting and construction management business.

**Answer: N/A – We are not in the job order contracting and construction management business.**

- j) Detail and provide documentation indicating the total dollar volume of Vendor's general contracting services as well as materials for Vendor's last 3 fiscal years.

**Answer: N/A – see above.**

2. **Administrative**

- a) Indicate who will provide the administrative support services, including the person(s) title, phone number(s), fax number(s), e-mail(s) and résumé(s).

**Reneee Picard**

National Acct Mgr

Houston, Texas 77060

281 445 1100 Main

281 713 9707 Direct

832 431 4312 Fax

[Reneee@impacfleet.co](mailto:Reneee@impacfleet.co)

**Renee Picard – National Account Manager (281) 445-1100 Ext-707**

Renee will be responsible for all administrative account management and related activities to make sure ASC members' needs are met. Renee will also supervise all implementations and customization requests. Renee has been in the Fleetcard industry for over 14 years in the Houston area with several other prominent Fleetcard network providers in both customer service and account management.

- b) Provide company's Dun & Bradstreet (D&B) number and tax identification number.

**Answer: 800829520**

- c) Define Vendor's standard terms of payment.

**Answer: Impac Fleet offers; Weekly, Semi-Monthly and Monthly billing with net terms of; 7, 10, 15, and 20 days.**

- d) If Vendor is a certified WMBE Vendor, indicate what percentage of Vendor's business is with WMBE suppliers.

**Answer: Approximately 25%.**

3. **Accounting**

- a) Describe how Vendor will invoice the ASC member. Include a process map.

**Answer: All invoices are generated automatically according to the ASC members billing cycle and payment terms.**

- b) Discuss the invoicing options Vendor offers and the payment terms for each.

**Answer: E-Bill and Paper Bill. Member may pay by check or EFT with either option.**

4. **Quality Assistance/Quality Control (QA/QC) Program**

Vendors shall submit a QA/QC plan, and, if required or necessary, Vendor(s) shall submit an updated QA/QC plan

within **14 calendar days** of award and prior to commencement of work under this contract.

This plan shall:

- a) Detail the day-to-day surveillance of work, provide documentation of deficiencies and corrective actions, note compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and ASC member's staff.
- b) Describe the Vendor's customer service department, including hours of operation, number of service centers, etc. Describe the involvement and amount of input of staff level employees in Vendor's quality training incentive and safety programs. Describe Vendor's procedures to monitor the quality of its customer service and products.
- c) Describe Vendor's product support and service procedure. Detail the estimated timeframe from an ASC member's request to when a product or service is provided and completed, taking into account the requirements detailed in **Contract Terms and Conditions**. Provide evidence of the Vendor's ability to shorten the timeframe between receiving a service call to problem solution.
- d) ASC is committed to reducing waste and promoting energy conservation. To that end, Vendors are encouraged to provide their environmental policy and green initiative.

Answer a: N/A

Answer b thru d:

Impac Fleet leverages years of practical experience to help structure, manage and implement the ASC member's fleet fueling solution to maximize effectiveness and cost savings, while reflecting the member's organizational culture, existing technologies and processes.

Key aspects of the way this expertise will be provided include:

- ◆ Dedicated relationship professionals
- ◆ Strategic account management methodology
- ◆ Consultative account reviews
- ◆ Technology-leveraged training
- ◆ Time-tested Implementation strategy

We believe it is just this consultative, experience-based approach that is at the heart of our clients' 95% overall satisfaction; and it is why we are confident in suggesting that the program the ASC envisions for its members is best achieved in partnership with Impac Fleet.

**Our Relationship Management Team**

Behind every Impac Fleet solution is a team of dedicated experts. Working in the framework of the Program Management Approach, the team will focus on the ASC members business goals, and constantly look for ways to optimize savings and effectiveness by eliminating inefficiencies and implementing best practices.

The dedicated Relationship Manager will serve as a Project Manager and coordinator of Impac Fleet resources. It is the purpose of the Relationship Manager to take a strategic approach to implementing customized controls and best practices.

### **Program Management Approach**

Impac Fleet's goal is to empower the ASC members to effectively manage their organization's procure-to-pay fleet process using the most advanced payables and receivables tools available today. Key to achieving this objective is the Impac Fleet Program Management Approach

The Program Management Approach is a strategic account management methodology that ensures focus is always in sync with the goals of the ASC member. The result of years of practical experience, the Program Management Approach is all-encompassing. It guides the entire relationship from first contact through ongoing support. Team members are required to be flexible in order to accommodate and support The ASC member's business activities, while at the same time applying strategic and consultative account management principles.

The first step of our strategic process is to schedule a research meeting so that Impac Fleet may gain a firm understanding of the ASC member's specific requirements, business objectives and existing culture. The Program Management Approach takes a consultative approach to working within the context of the ASC member's existing processes and infrastructure. It is from this initial point of understanding that Impac Fleet will then begin to customize its systems and capabilities and transition plan (if applicable) in order to create a tailored fleet card program that accomplishes the specific needs and wants of the ASC member.

Impac Fleet will employ the use of a strategic account management process to maintain an ongoing refinement and evolution of the ASC member's fleet card program.

### **Implementation**

Renee Picard, the ASC - Impac Fleet Relationship Manager, will be responsible for creating a customized Implementation Action Plan to clearly define roles, responsibilities, deadlines and milestones. Ms. Picard will be a direct contact to the ASC member to ensure that Impac Fleet resources are dedicated properly and that timelines are met accordingly.

The Impac Fleet relationship management staff is second to none. The experience that Impac Fleet Relationship Managers have gained by successfully implementing the Impac Fleet Fuel System will guarantee the ASC member a smooth and effective transition onto the Impac Fleet - fleet card platform.

The success of the fleet card program is dependent upon gaining a thorough understanding of the ASC member's needs. From the first contact, our approach is consultative: each step in our process is designed to enhance our understanding of the ASC member's needs, thereby allowing Impac Fleet to suggest solutions that will be truly valuable to the member's organization. By focusing on the ASC member's concerns and priorities from the onset, Impac Fleet seeks to create a strategic partnership.

Our innovative process is that several implementation tasks can be completed prior to contract signing, resulting in a shorter time between contract execution and card rollout. The following are example tasks that can be addressed at the initial meeting:

- ◆ Discuss program roles and responsibilities
- ◆ Identify the ASC member's Fleet Administrator
- ◆ Discuss communications process between the Relationship Manager, Fleet Administrator, subgroups and key decision-makers
- ◆ Review sample implementation plan
- ◆ Establish timeframe for subgroup meetings

After this initial meeting, the Impac Fleet Relationship Manager will conduct meetings with the appropriate subgroups:

- ◆ Program Structure
- ◆ Policy, Procedures, & Communications
- ◆ Tax and Compliance
- ◆ Technology

The ASC member's Relationship Manager will meet with the Fleet Administrator to chart progress: review policies and procedures, develop a communication plan, and discuss plans for cardholder applications and training.

The final step in the process will occur once implementation is complete. Throughout the life of the fleet card program, the dedicated Relationship Manager will meet with the ASC member on a regular basis to discuss account performance, benchmarking, and potential areas for growth and improvement.

### **Implementation Training and Experience**

Impac Fleet will provide training to the ASC member.

- ◆ Impac Fleet will train all authorized member personnel on the proper, accurate, and efficient operation of all aspects of the Impac Fleet system.
- ◆ The ASC member and Impac Fleet will collaborate on materials that will be utilized for training purposes at the management and driver level.
- ◆ The initial training session usually one hour sessions either in person or via web meetings with ongoing telephone and web meeting training support.

### **Impac Fleet Green Initiative Statement**

Fleetcard, Inc. strives to maintain an effort to support and participate in taking care of the Earth's natural resources. In the process of helping our customers, we want to take an active roll in supporting an overall green initiative....more than just a "**green color**" in a logo. We accomplish this through an active account management program and years of experience in the fuel and

Fleetcard business. With our active account management program we are able to partner with customers to identify areas of misuse and opportunities to save fuel.

One of our primary goals is to help governmental agencies and commercial companies **"Buy less Fuel"** by managing resources. With our innovative miles per gallon tracking system, you will know where your fuel is going and avoid buying fuel you don't need. For example: We had one company with 15 passenger vans delivering workers to work sites. With our innovative online data mining system at their finger tips, they were able to quickly discover that a number of vans were **"idling all day"!!** By finding and correcting the issue quickly, they were able to **"Buy Less Fuel"....**thereby save money and natural resources. Our system keeps you in the know effortlessly...with just a couple of clicks on your computer.

Additionally, with over 98% of all fuel stations on our system, drivers will be able to find a fuel location close by and in turn save time, money, and **our natural resources.**

Our maintenance program is used by 99.9% of the Federal Government, including the Post Office. Many of our maintenance partners and our small tank fuel supplier have biodegradable lubricants, grease, and oil products available to support the **"Go Green Movement"**. They are currently networking with Bio-fuels manufacturers and are preparing to launch a Bio-based lubricant in the Fall of 2008. We will continue to seek out products and services that compliment our commitment to this endeavor. Other products take years to break down, which do nothing to help our environment. We help make being green effortless on your part: **Easy for your members... easy on the Earth.**

## Marketing

Vendor shall provide to ASC a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to ASC members. If required or necessary, Vendor must submit a revised marketing plan within 14 days of contract award for the awarded region and explain in more detail how its marketing program will integrate with ASC, how Vendor's services will be marketed to ASC members, how marketing will work with ASC member feedback, networking within the region, and endeavoring to educate potential ASC members. The marketing plan should explain how marketing will interface with the Vendor's management team and ASC members. The marketing program is vital. Vendor must show the ability to develop, implement, maintain, and commit to the proposed marketing plan and the ability to improve on it over time. It should include the following key points:

- a) Describe the Vendor's quotation/proposal process.
- b) Vendor's marketing manager, experience in marketing to ASC members on a regional basis, whether the marketing manager is a full-time position, and whether the marketing manager is committed to marketing this Contract.
- c) Detail whether the marketing plan will be managed at the Vendor's local project office or corporate office and whether there is a stated corporate commitment.
- d) Detail Vendor's resources committed to the marketing plan, handouts, brochures, conferences to attend, and Vendor's proposed marketing budget.
- e) Provide a sample of any advertising used by Vendor.
- f) What is your market share?
- g) Are you gaining market share, losing market share, or maintaining market share?
- h) What is your strategy to increase market share?

Answer:

Impac Fleet plans to aggressively market this contract immediately following the award date as follows:

- a) We will perform a co-branded press release within first 30 days.
- b) Announcement of award through our social media sites, Facebook and Linked- In as well as blog and forum sites we attend.
- c) We will perform a strategic series of Direct mail campaigns.
- d) We will develop Co-branded collateral pieces.
- e) We will perform advertisement of contract in pertinent regional and national publications.
- f) We will Participate in trade shows proudly displaying our ASC award.
- g) Dedicated ASC internet web-based homepage within our site with:
  - ASC Logo
  - Link to ASC website
  - Summary of contract and services offered
  - Due Diligence Documents including; copy of solicitation, copy of contract
- h) Outbound Telemarketing campaign to a targeted list of Governmental Agencies.

**6. Vendor's Operations, including Vendor's Project General Manager (PGM) and Key Staff**

Vendor must detail the qualifications of its PGM(s) in its proposal. Vendors must include the following information:

- a) Describe the scope of sales/field support Vendor would make available to ASC members.
- b) Three references (preferably schools and other governmental entities).
- c) Experience with governmental entities.
- d) Marketing manager's résumé and information detailing experience in marketing and with ASC members and governmental entities and previous success(s).
- e) Business manager's résumé and information detailing experience and multi-tasking skills required for JOC.
- f) Safety/Environmental company policy/plans.

Answer: N/A – This section does not apply to Impac Fleet since we are not that type of vendor. If we have mis-understood this section or should ASC need some other information please let us know.

**7. Technical Resources**

- a) Describe what technical resources Vendor will provide to support member projects.

Answer: We have a complete in-house IT department with in-house programmers that are ready to tackle any type of technical project necessary to implement our systems with the ASC member.

**Training**

- a) Describe how Vendor will interact with ASC. Include a flowchart.



Answer: All ASC interaction will be performed with Sr. VP Ray Benefield – Contact information included in Resume above.

- b) Describe Vendor's training program for the ASC contract with your staff and a proposed schedule of topics and include any proposed training literature or materials.

Answer: Impac has much experience in working with Governmental agencies as well as Co-Operatives. We have implemented a "Standard Processes & Procedures" system for our staff to use with implementing this ASC contract.

- c) Indicate who will be providing technical assistance, including their title, telephone number, fax number, and e-mail address. Include résumé.

**Reneee Picard**

National Acct Mgr

Houston, Texas 77060

281 445 1100 Main

281 713 9707 Direct

832 431 4312 Fax

[Reneee@impacfleet.co](mailto:Reneee@impacfleet.co)

**Renee Picard – National Account Manager (281) 445-1100 Ext-707**

Renee will be responsible for all administrative account management and related activities to make sure ASC members' needs are met. Renee will also supervise all implementations and customization requests. Renee has been in the Fleetcard Industry for over 14 years in the Houston area with several other prominent Fleetcard network providers in both customer service and account management.

- d) Describe the scope of training opportunities Vendor will make available to ASC and/or ASC members, as needed.

Answer: Impac will provide training to ASC and/or its members via in person visits as well as web meetings at any time necessary.

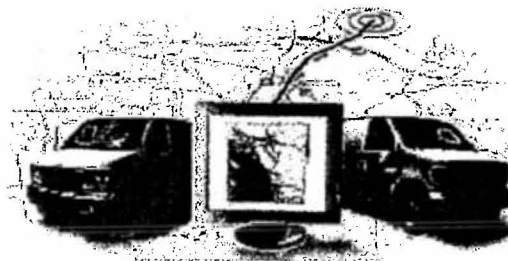
**9. Value Add Services Description**

Include any additional information you think ASC should have when making their decision to select awarded Vendors. What valued added options does Vendor offer that are not defined or addressed in this format? If they are best described in the line item format, please add to designated area at the end of the line item list.

Answer: Impac Fleet offer the following value added services and offerings:

- **GPS monitoring** – Impac Fleet has developed its own GPS monitoring and tracking systems. As opposed to competitor's GPS systems where they hire a third party GPS company, Impac Fleet's GPS system is In-House. This allows us to easily customize your GPS system for specific needs. Additionally, when a member uses our Fleet Fuel System, we subsidize the cost of our GPS system thus giving the member an unprecedented discount. With the Impac GPS system, members can get real-time access to vehicle location, remote diagnostics, service alerts, preventative maintenance and even emission control alerts.
- **Aviation Fleet Fueling** – Impac Fleet can service the member's aviation fueling needs with a card that is accepted at virtually ALL FOBs worldwide. This is important to meet the member's Air-Ambulance and other Air-Medical transportation needs..
- **Car Rental** – We facilitate car rentals through Enterprise.
- **Roadside Assistance** – 24/7 access to help protect your fleet.
- **Windshield/Autoglass** – We have a network of technicians to assist with repairs.
- **MVR** – Motor Vehicle Reporting with standardized reporting.
- **Bulk Fuel** – Impac Fleet has rack rights at 100% of all fuel racks nationwide. We are quite possibly the only Fleet Fuel Card provider that can make this claim.

**GPS** -IMPAC FLEET offers the top rated commercial solution for real-time tracking and monitoring. Our units plug n play technology with web based access reporting. Monitor time between job locations, the locations, distances and identify vehicle problems via our real time web portal and email



vehicle  
GPS  
and  
track  
alerts.

**Aviation Card** - IMPAC FLEET offers a Multi Service Aviation card. The HCT members cardholders can use the IMPAC FLEET Multi Service Card to purchase all aircraft-related such as fuel, handling, landing fees, catering, maintenance, charter and much more. The card is the preferred card by more than 7,500 departments, accepted in 190 countries at over 6,400 locations worldwide.



expenses  
services  
flight

**Rental Car Program** – Impac Fleet - Fleet cards now offer temporary replacement preferred rates with Enterprise. Non-traditional vehicles available.



vehicle  
are

**"On Demand" Roadside Assistance** - All Impac Fleet – fleet cards are equipped assistance payment capabilities through the National Auto Club. This service outs, fuel delivery, tire changes and towing.



with roadside  
includes lock

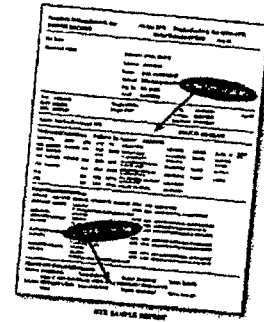
**Auto Glass Repair / Replacement** – Impac Fleet has teamed up with Safelite to accept the Impac Fleet – fleet card for glass repairs and replacements on



AutoGlass  
AutoGlass  
your fleet

vehicles.

**MVR** – Impac Fleet offers a leading edge Motor Vehicle Reporting system. This web based system allows the fleet managers or human resources department the ability to pull a motor vehicle report within minutes. All are standardized and can be charged directly to the Impac Fleet - fleet card. Reports can be viewed, printed and archived for up to 90 days.



online.  
reports

**Bulk Fuel** – Impac Fleet offers bulk fuel sales and delivery for HCT members that have on-site tanks. We can provide bulk fuel and bulk fuel delivery.

- **Consolidate Control and Reporting** – The Impac Fleet Fuel System allows you to use the same card on-site at your own yard tanks as well as at 240,000 retail locations nationwide. This provides consolidated reporting on ALL fuel used, on or off site.
- **Fuel On Consignment** - One of the greatest advantages of using Impac Fleet for your bulk fuel needs is that we can provide bulk fuel on a consignment basis to the HCT member. This way the member pays for fuel as they use it instead of having large amounts of money tied up in fuel that is just sitting on their yard.

**Tank Automation** - Impac Fleet can also automate the HCT member's bulk tanks. This allows automatic and remote monitoring and delivery of fuel.

## Pricing

Impac Fleet card services pricing is based on pump price. Please see Vendor Profile section for specific fees and discounts.

# Marketing Plan

Impac Fleet plans to aggressively market this contract immediately following the award date as follows:

- a) We will perform a co-branded press release within first 30 days.
- b) Announcement of award through our social media sites, Facebook and Linked- In as well as blog and forum sites we attend.
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- e) We will perform advertisement of contract in pertinent regional and national publications.
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- g) Dedicated ASC internet web-based homepage within our site with:
  - ASC Logo
  - Link to ASC website
  - Summary of contract and services offered
  - Due Diligence Documents including; copy of solicitation, copy of contract
- h) Outbound Telemarketing campaign to a targeted list of Governmental Agencies.



**EDUCATION SERVICE CENTER REGION 19  
ALLIED STATES COOPERATIVE  
6611 BOEING DRIVE  
EL PASO, TX 79925-1010  
915-780-5019/ Fax: 915-780-5061**

**INTERLOCAL AGREEMENT  
(SS-PUR-F025.3)**

Upon agreement and authorized approval, an agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services specified by the cooperative member for utilization by ESC-Region 19 Allied States Cooperative members. This agreement shall be automatically renewed annually unless either party gives 30 days prior written notice, or may be terminated for cause at anytime upon written notice stating the reason. **Agreement to participate in Cooperative Purchasing programs is authorized in Texas Government Code Sections 791.001 through 791.025.**

**Region 19 Education Service Center through Allied States Cooperative will:**

- Identify and consolidate member requirements and special conditions
- Advertise in newspapers in compliance with requirements and notify qualified vendors
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Summarize, evaluate, award and submit to ESC Region 19 Board of Directors for information.
- Disseminate all information in an expedient manner regarding price changes, vendor changes, and any other information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis

**Purchasing Co-op Members will:**

- Designate a contact person
- To the extent permitted by law indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees from all suits and actions resulting from any breach of this Agreement. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Provide estimated quantities for commodity items in which specific quantities are required.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing on any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors

\_\_\_\_\_  
Purchasing Cooperative Member Name

\_\_\_\_\_  
Region 19 Education Service Center

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
James R. Vasquez

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please return approved agreement to:

Purchasing Manager  
ESC-Region 19 Allied States Cooperative  
6611 Boeing Drive  
El Paso, TX 79925

**EDUCATION SERVICE CENTER REGION 19**  
**RFP AWARD SUMMARY**

**RFP TITLE:** Fuel Card, Bulk Fueling & Related Services – ESC 19 - Allied States Cooperative (ASC)  
**RFP NUMBER:** 13-6944  
**RFP OPENING DATE:** May 1, 2013  
**CONTRACT TERM:** Date of award until May 31, 2014 with four (4) one-year optional renewal periods not to exceed 60 months in the aggregate  
**FUNDING SOURCE:** Various  
**RFP's ISSUED:** 13  
**RESPONSES:** 1  
**ADVERTISEMENT DATES:** Washington Post- April 1, 2013 & April 8, 2013  
**BOARD MEETING DATE:** May 16, 2013

**RECOMMENDED FOR AWARD** Fleetcard, Inc. dba Impac Fleet

**TOTAL (estimated)** \$100,000,000/ year

**EXPLANATIONS:**

Award of this contract will enable ESC Region 19 Purchasing Cooperative members to participate in a contract for Fuel Card, Bulk Fueling & Related Services. Respondents were encouraged to submit any offering on any and/or all products or services available they currently provide in their normal course of business. The vendor recommended for award has scored 85% in the evaluation process. The vendor recommended for award complied with all conditions of the proposal and applicable federal, state, and local technical, performance standards, and specifications. Members of the cooperative will provide copies of all orders to ESC-Region 19 Allied States Cooperative for tracking purposes. The vendor recommended for award services all 50 states and all US Territories in the best interest of ESC-Region 19 Allied States Cooperative and its members. Impact Fleet's cards are accepted at 98% of all fuel retailers nationwide.

**SPECIFICATIONS PROVIDED BY:** Dean Zajicek  
ESC Region 19 Facilities Consultant

**EVALUATION COMMITTEE:** Royce Cleveland  
ESC Region 19  
  
Anneliese Price  
ESC Region 19  
  
Martin Camacho  
ESC Region 19  
  
Dean Zajicek  
ESC Region 19 Facilities Consultant

**ORDER INFORMATION:**

**Fleetcard, Inc. dba Impac Fleet**

Attn: Ray Benefield

350 N. Sam Houston Pkwy E. Suite 234

Houston, TX 77060

281-445-1100

Fax: 832-431-4312

[www.impactfleet.com](http://www.impactfleet.com) / [ray.benefield@impactfleet.net](mailto:ray.benefield@impactfleet.net)

**Services all states**

**Processing and Confirming all Purchase Orders / Sales and Marketing**

Ray Benefield

281-713-9708 / 281-445-1100

Fax: 832-431-4312

[ray.benefield@impactfleet.net](mailto:ray.benefield@impactfleet.net)

Approved by: \_\_\_\_\_

(James R. Vasquez- Executive Director)

Date: \_\_\_\_\_

(May 8, 2013)



PROOF OF PUBLICATION

District of Columbia, ss., Personally appeared before me, a Notary Public in and for the said District, Alba Cortes well known to me to be BILLING SUPERVISOR of The Washington Post, a daily newspaper published in the City of Washington, District of Columbia, and making oath in due form of law that an advertisement containing the language annexed hereto was published in said newspaper on the dates mentioned in the certificate herein.

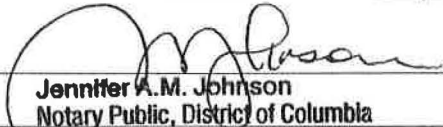
I Hereby Certify that the attached advertisement was published in The Washington Post, a daily newspaper, upon the following date(s) at a cost of \$1,148.96 and was circulated in the Washington metropolitan area.

Published 2 time(s). Date(s): 01 and 08 of April 2013

Account 2010215262

Witness my hand and official seal this 8<sup>th</sup> day of April 2013

My commission expires

  
Jennifer A.M. Johnson  
Notary Public, District of Columbia  
My Commission Expires 9/30/2014

ESC-Region 19 Allied States Cooperative is accepting National Purchasing Cooperative proposals for

the following: RFQ# 13-6939-Multi States Energy Performance Contracting Services and Related Items-

Closes 4/18/2013, 2:00 PM MST RFP# 13-6941-Air Filters and Related- Closes 4/24/2013, 2:00 PM MST

RFP# 13-6944 Fuel Cards, Bulk Fuel & Related- Closes 4/25/2013, 2:00 PM MST RFP# 13-6945-Batteries

and Related-Closes 4/30/2013, 2:00 PM MST Sealed documents must be submitted on or before closing date. Proposals received after date and time stated will not be considered. Proposals can be obtained during normal office hours from 8:00 AM to 5:00 PM Monday through Friday at 6611 Boeing, El

Paso, TX or at [www.alliedstatescooperative.com](http://www.alliedstatescooperative.com).

**REGION 19 EDUCATION SERVICE CENTER  
PURCHASING DEPARTMENT  
ALLIED STATES COOPERATIVE  
6611 BOEING DRIVE  
EL PASO, TX 79925**

**NOTICE OF ADDENDUM**

Addendum **no.1** on **Request for Proposal # 13-6944** titled **Fuel Card, Bulk Fueling & Related Services-ESC Region 19 Allied States Cooperative (ASC)** which closes **May 1, 2013 at 2:00 PMMST** requires the following changes and/or additional information:

The following questions and answers are being qualified as per the following:

1. What are the payment terms?

You may state payment terms as part of your response; the fee to ASC is as stated in the RFP.

2. Have any addendums been released?

All addendums are listed on the web site; it is the respondents responsibility to check for them.

3. When will the bid be awarded?

After the selection committee has made its recommendation and been signed by the R-19 Executive Director.

4. What are the contract dates?

As stated in the RFP: 1 plus 4 optional years from award date.

5. Who is the current vendor for fuel cards and bulk fueling?

No national vendor is currently under contract.

6. What types of products are being used for the bulk fueling?

You submit your product line.

7. What agencies are participating in the bulk fueling portion?

As per the RFP any federal, state, or local agency may use this contract method as a member of ASC.

8. What gallons are being used

Canadian (British gallons) may not be used in pricing or delivery unless in Canada.

9. What are the delivery address's

This is an IDIQ Cooperative Contract.

10. What are the tank sizes?

Varying sizes.

11. Are the tanks above or below ground?

May be both.

12. Do they have transport trucks or tankwagons deliver fuel?

Your company would deliver.

13. Is a pump required?

Please list your equipment capabilities in your response.

14. Do they require additive?

Please list your capabilities per the RFP.

15. Will you consider ethanol in your gasoline?

You must meet the legal requirements of the jurisdiction.

16. Would you consider any bio blend in your diesel?

Please list your capabilities per the RFP.

17. Is a meter required for delivery

Please list your procedures for delivery and accountability in your response.

18. Do we price out by area, county, city?

Please provide how you would in your response for a national contract.

19. Do we include all taxes in our price?

As required by jurisdiction; state or local taxes may be required.

20. For opis pricing what opis city do you want us to use?

This is a national contract; define in your response.

21. Are we billing in Net or gross gallons

Define your fuel card program as well as bulk fuel monitoring and billing system.

22. What are the delivery hours?

Define in your response.

23. Are loads ever split between multiple locations?

May be defined for accountability in your response.

24. Is local preference only used for a tie?

Yes.

25. How long does it normally take each entity to pay the fuel invoices?

Please state terms in your response.

26. Can I have a copy of the last bid and the winners bids that were submitted?

See response to Question #5.

See response to Question #5.

Not Applicable; this is a National IDIQ contract.

See response to Question #28.

Please see the response to Question #5.

No; please define as part of your response any of the qualifications your company may have as well as who authorized the certifications.

Approved by: Royce Cleveland, Purchasing Manager

\_\_\_\_\_  
(Vendor)                      (Signature)                      (Date)

Page 3 of 3



Annise D. Parker,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



**Fleetcard Inc**

is duly certified as a

**Women Business Enterprise (WBE)**

**Certified Categories:**

Certification Number: 11-01-11-11

NAICS-424720: PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS, TERMINALS)

May 31, 2014

Anniversary Date

May 31, 2016

Expiration Date

*Carlecia D. Wright*

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program. This certificate is renewed annually.