

# **Bid Response / Proposal for**

## **City of Charlotte, NC**

**On behalf of itself and other governments, schools, colleges or universities, or nonprofit organizations and public agencies as defined in the ITB that are supported under this solicitation through the Charlotte Cooperative Purchasing Alliance “CCPA”**

### **FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES**

**ITB # 269-2019-059**

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**Due Date: Thursday, June 11, 2020**

**Deadline: 2:00 PM CT**

**Bid Response by:**



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

Provider of the:



**Fleet Card Program**

# Bid Proposal for Fuel Supply Products, Fuel Cards, and Related Services

In response to ITB #269-2019-059  
For City of Charlotte, NC

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FleetCor has developed the following proposal for Fuel Supply Products, Fuel Cards, and Related Services in response to Invitation to Bid received from the City of Charlotte.

**Response submitted to:**

City of Charlotte Department of General Services  
City Procurement, 9<sup>th</sup> Floor, CMGC  
600 East Fourth Street  
Charlotte, NC 28202

Procurement Officer: Lynne Shelton  
Tel: (704) 353-1798  
Email: [Lynne.shelton@charlottenc.gov](mailto:Lynne.shelton@charlottenc.gov)

Questions and comments regarding this proposal may be directed to:

Mark Roberts  
Director – Bids & Contracts  
FleetCor Technologies  
North America Enterprise Fleet Division  
Office: (704) 853-2662  
Mobile: (704) 674-6848  
Email: [markroberts@fleetcor.com](mailto:markroberts@fleetcor.com)



June 16, 2020

Lynne Shelton  
City of Charlotte  
City Procurement  
600 East 4<sup>th</sup> Street, CMGC 9<sup>th</sup> Floor  
Charlotte, NC 28202

RE: Cover Letter for ITB #269-2019-059 (Fuel Supply Products, Fuel Cards, and Related Services)

Dear Ms. Shelton,

Thank you for the opportunity to bid on the above referenced ITB for Fuel Supply Products, Fuel Cards and Related Services. I write this letter as FleetCor's executive officer with authority to contract with the City of Charlotte. Below is my contact information:

Randy Morgan, Chief Operating Officer  
5301 Maryland Way  
Brentwood, TN 37027  
Office Line: (615) 376-6902  
Email: [RMorgan@comdata.com](mailto:RMorgan@comdata.com)

The legal name of the bidding entity and corporate headquarters address is as follows:

FleetCor Technologies Operating Company, LLC d.b.a. Fuelman  
3280 Peachtree Road, Suite 2400  
Atlanta, GA 30305

Our Director of Bids & Contract (Mark Roberts), who reports to me, has been primarily responsible for preparing FleetCor's response to the ITB. We ask that questions related to our ITB response be directed through Mark, whose contact information is as follows:

Mark Roberts, Director – Bids & Contracts  
543 Cox Road, Suite C-2  
Gastonia, NC 28054  
Office Line: (704) 853-2662  
Mobile: (704) 674-6848  
Email: [markroberts@fleetcor.com](mailto:markroberts@fleetcor.com)

FleetCor has carefully studied the ITB and addenda to the bid and we hereby attest that the information contained in the enclosed response are true, accurate, and complete. We have prepared a response which best defines our offer, includes any exceptions we require or request, and we feel that it generally complies with the specifically defined format of the ITB. We believe our response addresses all components in the ITB.

As current service provider of fuel supply products, fuel card and related services under current and prior similar contract, FleetCor has a thorough understanding of the project. FleetCor will provide the City our Fuelman Fleet Card system and the Fuelman accounts, vehicles/cards,

Driver IDs/Pins, and card reader equipment at onsite locations have already been implemented with the City under prior contract. Unless the City wishes to change the account structure or hierarchy, the accounts, cards and Driver IDs can remain as is.

The Fleet Card System is primarily utilized by the City at retail sites where we have a vast network of Fuelman card accepting sites in Mecklenburg County, the Charlotte Metro Area, North and South Carolina as well as a nationwide network throughout the U.S.

- Our Fuelman system provides industry leading capability to provide Tax Exempt billing of fuel purchases by the City or for other qualifying tax exempt entities utilizing the CCPA contract.
- The Fuelman card provides industry leading Card Restriction (Purchase Controls) capability and we now provide enhanced fraud monitoring of transactions to help identify and limit exposure to fraud.
- The Fuelman card provides Exceptions and Denial Email or Text Message alerts to fleet managers or card program administrators. Other methods of monitoring exceptions in management reporting or through the online system are also provided. Exceptions and Denial Alerts allow City department managers to quickly identify and discipline potential fraud, theft, or misuse of the card program.

FleetCor shall also provide fuel supply to the City owned, onsite consigned fuel locations. Under current/prior contract we provide this service at 5 City owned facilities and 2 County owned facilities which includes island card reader equipment installed, owned and maintained by FleetCor. Card Readers are used for onsite access card transactions allowing City cardholders to purchase consigned fuel inventory supplied through City or County owned fuel storage tanks and dispensing systems. We utilize a fuel supplier subcontractor (Mansfield Oil) to provide the consigned fuel inventory and fuel inventory management services. Mansfield monitors fuel inventories at consigned locations and automatically dispatches fuel deliveries without City employees having to monitor and order. Mansfield owns the fuel inventory provided on a consignment basis to the City. Mansfield is an expert at the fuel supply function and they have vast fuel supply, delivery logistics, and petroleum equipment/card reader repair and diagnostics resources to support the services and equipment provided.

Under prior/current similar contract, we extended the services offered, to include billing of Bulk/Generator fuel deliveries provided by Mansfield Oil. We offer to continue providing this service through Mansfield, which allows the following:

- Using the Fuelman card billing platform we have established each City bulk delivery location with a unique Fuelman Site ID, and arranged for Mansfield deliveries to the locations to be billed on a Fuelman card under the appropriate City Department account operating the facility where deliveries occur.
- This enables the system to bill the deliveries to the appropriate cost center and with the applicable City site information. Usage information by City Site is available and provided.

- The bulk/generator deliveries are reported and integrated into the City's Fleet Management Reporting provided and in data files provided, for at each billing frequency and on a weekly or monthly basis.
- The reporting and data allows the City to have accurate accountability and information regarding bulk/generator fuel usage, which the City struggled to manage until implementing this with Fuelman.

We have provided detailed information about Mansfield Oil in our Required Form 6 – Company's Background Response.

Under prior/current similar contract, we also extended the services offered to include billing of Mobile Wet Hosing deliveries provided by mobile fuel supplier Jacobus Energy (formerly Quick Fuel). This service is provided to the City's Solid Waste Services Department, with deliveries occurring at City owned properties. We offer to continue providing this service through Jacobus Energy, which allows the following:

- Using the Fuelman card billing platform, Jacobus assigns in its system, a Fuelman vehicle card number to each Unit or piece of equipment receiving mobile fuel delivery.
- Jacobus uses its ground-breaking delivery automation technology, to handle the mobile fuel deliveries and collect Unit information at time of delivery, then transmit the delivery transactions to the Fuelman system for billing.

We have provided detailed information about Jacobus Energy in our Required Form 6 – Company's Background Response.

We also understand the City may want to receive Audits of all City owned locations where consigned fuel or bulk fuel deliveries occur. We accommodated this project under prior/current contract, so we completely understand the project. We can work with the preferred petroleum equipment vendor (Petroleum Equipment and Service, Inc.) to perform those audits for the City again, should you desire to spend that money.

- Please note that we do not plan to install additional card readers at City owned bulk tank locations. During prior/current contract, all qualifying locations for receiving consigned fuel services were identified. Adding additional locations would require approval of the location by Mansfield Oil and the location would need to have sufficient annual volume, sufficient tank sizes, and electronic automatic tank gauging devices that can be remotely monitored by Mansfield.
- We do however offer the City ability to receive Memo Tracking Services through card reader equipment that would be purchased, installed, owned and maintained by the City. Currently 2 City owned locations receive Memo Tracking.
- Memo Tracking is an alternative to receive automation controls that control access to dispensers at locations, and it provides reporting of fuel usage at the Memo locations in normal Fuelman fleet management reporting. Memo Tracking is available for locations that are either too low of volume or too small of tank capacity to be eligible for consigned fuel services. It is also an option for tracking fuel usage for a location that is receiving a

fuel type from some other fuel supplier, such as Renewable Diesel in recent past by Charlotte Water.

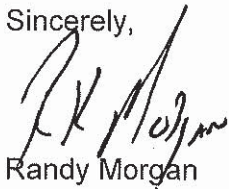
With our Fuelman network of card acceptance locations and our proprietary Fuelman billing system, FleetCor has the unique ability to sell government customers using a wholesale cost-based pricing approach, where the City purchases gasoline and diesel fuel (both at consigned onsite locations and at retail stations) based on a wholesale price index known as the Oil Price Information Service (OPIS).

- On the Bid Pricing Sheet (Form 4) submitted, we have proposed competitive markups over the OPIS Average prices.
- We understand that the City desires "Fixed Rack Pricing" in the new contract. Subject to certain exceptions due to system limitations noted in our response, we are able to provide Fixed Rack cost plus pricing for the predominantly used Unleaded and Diesel Fuel products. With Fixed Rack pricing, only certain less used, less available gasoline products or evolving fuel types purchased at retail stations would need to be priced differently (based on retail price).
- Fixed Rack pricing approach provides for easy price reconciliation by the City and we agree to include an OPIS Rack Price Subscription for the Charlotte, NC Rack.

And lastly, FleetCor provides a team of personnel who have become experts at serving the City of Charlotte. Our contract manager (Mark Roberts) who works from FleetCor's nearby Gastonia office; our relationship manager (Janet Ward), our business manager over consigned fuel supply (Alice Hafkey), and our Account Manager staff based here in Brentwood, will provide the City the support needed under the proposed contract. Additionally, our fuel supplier (Mansfield Oil) has a great team of people that are completely competent to take on the demands under this contract. The City is very familiar with Mansfield and can trust them to continue meeting the City's bulk and consigned fuel supply needs as our subcontractor.

Again, we thank you for this opportunity and hope to continue serving the City's fleet fueling needs!

Sincerely,



Randy Morgan  
Chief Operating Officer

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**APPENDIX ITEMS**

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- Reports with Each Billing Frequency:
- Sample Invoice/Statement
- Sample Invoice Detail Report (Custom)
- Sample Fleet Management Report (FN02)
- Optional Reports:
- Sample Monthly Vehicle Management Report (FN04)
- Sample Monthly Employee Management Report (FN03)
- Sample Customer Fleet Analysis Report (FN14)
- Sample Monthly Tax Management Report (FN07)
- Sample Exceptions Transaction Download Report (from iFleet)

Appendix 2: Fuelman Location Listings including: Charlotte MSA Metro Area Listing, State of North Carolina ..... A-2

Appendix 3: Sample Contract with Marked Requested Changes and Comments by FleetCor..... A-3

**B. PROPOSED SOLUTION AS REQUESTED IN SECTION 4**

**Pages in this section contain FleetCor's  
Proposed Solutions as Requested in the  
ITB and subsequent Addendums Received**

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#### **4.1.2. PROPOSED SOLUTION - COMPLIANCE STATEMENTS AND ADDITIONAL INFORMATION FOR SECTION 3 (SCOPE) COMPONENTS.**

##### **ITB Specification**

##### **4.1.2. Proposed Solution.**

Given the purpose of this Project and the City's goals as stated in this ITB, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Bid complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

##### **FleetCor Response**

As requested in the ITB, we have completed and submitted the required Form 13 – Requirements Matrix EXCEL file.

In this section we are re-listing the components of the Project described in Section 3, then we are stating whether and how our solution complies as well as any additional information requested by the City. For certain components or aspects of our solution we provide clarification, exceptions or modifications to the ITB that would be needed and additional information we feel should be explained or clarified.

#### **Scope Item 3.4. Product Specifications**

##### **Scope Item 3.4.1 Fuel Products and Services**

##### **ITB Specification**

##### **3.4. Product Specifications:**

##### **3.4.1 Fuel Products and Services.**

3.4.1.1 The City shall purchase unleaded gasoline, diesel fuel, alternative fuels and new fuel technology, motor oil, and automotive products from the Service Provider. These Products shall meet the specifications described herein. The Products may be purchased from the Service Provider at various Retail Fueling Locations as specified by the Service Provider.

##### **FleetCor Response**

The Fuelman Fleet Card provided by FleetCor shall enable the City to purchase the fuel products and automotive products defined in the ITB. They may be purchased at Retail Fueling locations in the Fuelman Network of card accepting merchants.

##### **Scope Item 3.4.1.2 Fuel Products and Services (GASOLINE GRADES)**

##### **ITB Specification**

3.4.1.2 The City shall purchase the following:

##### **Gasoline Grades**

Unless otherwise noted, pricing for each of the following fuel types shall be priced based on the Oil Price Information Service (OPIS) Gross Average Rack Price as published in the OPIS

Newsletter for the close of business on Thursday of each week (hereafter “Weekly OPIS Newsletter Prices”) for the Charlotte, North Carolina Rack location. During summer “low RVP” season, the Service Provider may use the applicable rack price for Low (7.8 RVP). The Weekly OPIS Newsletter Prices shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST.

For purchases of gasoline outside Mecklenburg County, the Service Provider shall invoice the applicable OPIS Average rack price as defined in this Section using the OPIS Rack City prices for the Charlotte, NC Rack location. In addition to the Weekly OPIS Newsletter Prices, the Service Provider shall be reimbursed its markup plus any applicable non-exempt taxes and the price shall be reduced for any Volumetric Ethanol Tax Credit (“VEETC”) rate per gallon, which the Service Provider agrees to provide as detailed on the Pricing Schedule.

- A. Regular Unleaded Gasoline (87-88 Octane)** – For stations selling regular unleaded gasoline containing ethanol the OPIS Conventional Ethanol 10% Gross Price shall apply. For stations selling gasoline NOT containing ethanol the OPIS Conventional Clear Gross Price shall apply.
- B. Unleaded Mid Grade Gasoline (89-90 Octane)** – For stations selling mid-grade unleaded gasoline containing ethanol the OPIS Conventional Ethanol 10% Gross Price shall apply. For stations selling gasoline NOT containing ethanol the OPIS Conventional Clear Gross Price shall apply.
- C. Premium Unleaded Gasoline (91-93 Octane)** - For stations selling premium unleaded gasoline containing ethanol the OPIS Conventional Ethanol 10% Gross Price shall apply. For stations selling gasoline NOT containing ethanol the OPIS Conventional Clear Gross Price shall apply
- D. E-85 Blend Ethanol Enhanced Unleaded Gasoline** - If there is no OPIS Posted price for E-85, the Service Provider will calculate a “virtual rack price” each week for E-85 based on the sum of the following: a) the applicable OPIS Rack Price for 100% Ethanol at the Charlotte terminal (multiplied times the appropriate blend percentage); and b) the Rack Average Price for unleaded gasoline at the Charlotte terminal (multiplied times the appropriate blend percentage).
- E. E-10 Blend Ethanol Enhanced Unleaded Gasoline** - If there is no OPIS Posted price for E-10, the Service Provider will calculate a “virtual rack price” each week for E-10 based on the sum of the following: a) the applicable OPIS Rack Price for 100% Ethanol at the Charlotte terminal (multiplied times the appropriate blend percentage); and b) the Rack Average Price for unleaded gasoline at the Charlotte terminal (multiplied times the appropriate blend percentage).

Addendum #1, Item #4

**Modification:**

The second paragraph of Section 3.4.1.2 is replaced in its entirety as provided below:

*For purchases of gasoline outside Mecklenburg County, the Service Provider shall invoice the applicable OPIS Average rack price as defined in this Section using the OPIS Rack Charlotte prices. In addition to the Weekly OPIS Newsletter Prices, the Service Provider shall be reimbursed its markup plus any applicable non-exempt taxes, and the price shall be reduced for any applicable Tax Credits per gallon, which the Service Provider agrees to provide as detailed on the Pricing Schedule.*



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Addendum #1, Item #5

**Modification:**

The City has removed the requirement to supply E-10 Blend Ethanol Enhanced Unleaded Gasoline. The following section is hereby replaced in its entirety as follows:

*3.4.1.2. E. Reserved*

Any references to E-10 Blend on Form 6, Pricing Sheet, are hereby removed.

**FleetCor Response**

As incumbent bidder, the Fuelman fleet card offered by FleetCor provides the City ability to purchase the gasoline products described in section 3.4 of the ITB. We do also offer the ability to provide the “Fixed Rack” pricing methodology that became apparent is desired by the City on the pre-bid conference call, which we describe below. To provide pricing “With Fixed Rack” or “Without Fixed Rack” will require minor exceptions to the requirements defined in the ITB, which we explain in responses below.

**For “Fixed Rack” Charlotte Pricing.** We understand from the pre-bid conference that the City desires the pricing in the new contract to be based on a “Fixed Rack” using Charlotte, NC for all fuels. We understand why, it makes it much easier to audit of pricing. FleetCor offers to provide “Fixed Rack” pricing for gasoline, however we must require Exceptions for rarely purchased gasoline type Conventional No Ethanol Gasoline which is explained below, noted as “Conditional Exceptions for providing Fixed Rack Pricing”. Additionally, for Fixed Rack Pricing we require that E-85 pricing, as well as other evolving high ethanol blends of gasoline (E15 or E30) must be priced on the Station’s Retail Price, which has been explained below. Additionally, for participants of the contract through CCPA (excluding the City), FleetCor reserves the right to not offer “Fixed Rack” pricing, which we have explained in a separate exception below entitled “*Rack Price Exception for CCPA Participants*”.

**OPIS Average Pricing Without “Fixed Rack”.** If we can price fuel based on the applicable OPIS Rack City (using OPIS Average) for the station’s supply point (Rack City), for the fuel type purchased, then we would only require a slight modification/exception to the ITB language which we have noted in item entitled “*Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Without “Fixed Rack” Pricing)*”. With this approach, unlike the Fixed Rack approach, we would be able to price Conventional Clear No Ethanol gasoline based on OPIS cost-plus pricing using OPIS Average for the applicable Rack City for the station’s supply point.

**VEETC No Longer Applies.** Please recognize that the Volumetric Ethanol Tax Credit (“VEETC”) was expired by U.S. congress in 2012, so VEETC no longer applies in the petroleum industry.

FleetCor must require the following Exceptions to the ITB specifications:

**Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing “Fixed Rack” Pricing).**

As stated earlier, we understand from the pre-bid conference that the City desires for the pricing in the new contract to be based on a “Fixed Rack” using Charlotte, NC for all fuels. FleetCor

has the ability to provide “Fixed Rack” pricing for both gasoline and diesel fuel, however for **gasoline purchases** by the City of Charlotte, the Fixed Rack pricing would only apply to E10 grades of gasoline (product codes 2, 3, and 4 in our system). **We believe these product codes comprise nearly 100% of the City’s current gasoline purchases.** Even though the City purchases nearly zero (0) gallons of Conventional Clear No Ethanol gasoline, if the City requires Fixed Rack pricing in the contract, then we must require that for station’s selling Conventional Clear (No Ethanol gasoline), for this type of gasoline we must price the product codes (now 71, 72, and 73 in our system) based on the station’s Retail Price, less a discount. Retail Minus pricing would also need to apply to other High Ethanol blends of gasoline for alternative/evolving types gasoline such as E15, E30, or E85.

- The reason why we require this exception is there is a system limitation, we can only assign one Fixed Rack to the City’s accounts for Gasoline product pricing, and since nearly all gasoline purchased is E10 gasoline, that Fixed Rack would need to be the Rack ID for OPIS GROSS CBOB ETHANOL (10%) PRICES, for Charlotte, NC.
- Since Conventional Clear (No Ethanol) gasoline, or other High Ethanol blends of gasoline are an entirely different Rack ID, Conventional Clear for example is referred to by OPIS in their price reporting as OPIS GROSS CLEAR PRICES, then realize if a fixed rack for E10 is assigned to the accounts, then the system would errantly price Conventional Clear No Ethanol gasoline purchases based on the wrong Fixed Rack (using the E10 Fixed Rack). Conventional Clear No Ethanol Rack prices are substantially higher than E10 Rack prices, so we cannot take a loss on these fuel grades.
- So, if Fixed Rack Pricing methodology is to be provided, then we must be able to price Conventional Clear gasoline product codes, or other alternative or evolving types of gasoline (E15, E30, E85), based on an entirely different pricing methodology (Retail less discount). This pricing setup would override the Fixed Rack Pricing in the system for those specific product codes. Considering that nearly 100% of the City’s gasoline purchases are E10, this exception should be a moot issue in your evaluation.

#### **Clarification/Modification for the Current Correct OPIS Rack designations.**

In 3.4.1.2., items A., B., and C., please note that the OPIS Rack designation should be GROSS CBOB ETHANOL (10%) PRICES, not “Conventional Ethanol 10% Gross Price”.

#### **Fixed Rack Pricing Exception for CCPA Participants.**

Additionally, we must require an exception for participants of the contract through CCPA. For CCPA participants we must reserve the right to not offer “Fixed Rack Pricing” and must have ability to use the applicable supply point (Rack City) OPIS Average prices for the fueling station product type where purchase occurs. **So, for any clients other than the City of Charlotte and Mecklenburg County, the redline of paragraph 3.4.1.2 below shall apply.**

For purchases of gasoline outside Mecklenburg County, the Service Provider shall invoice the applicable OPIS Average rack price as defined in this Section using the **OPIS Rack Charlotte prices station’s supply point (Rack City) location for the product type purchased.** In addition to the Weekly OPIS Newsletter Prices, the Service Provider shall be reimbursed its markup plus any applicable non-exempt taxes, and the price shall be reduced for any applicable Tax Credits per gallon, which the Service Provider agrees to provide as detailed on the Pricing Schedule.

The City should recognize that the Rack Supply dynamics in areas outside of Charlotte can be quite different than in Charlotte. In certain Counties in South Carolina for example, there can be three different rack supply points for stations in a County, and OPIS rack prices can vary greatly from one supply point to another. Therefore, we must be able to not offer CCPA participants of the contract to receive “Fixed Rack Pricing”, and certainly cannot use the Charlotte Rack.

**Never Below FleetCor’s Cost Pricing Exception for CCPA Participants.**

Additionally, for any participants of the contract through CCPA (we agree for this clause to exclude the City of Charlotte), FleetCor reserves the right to never bill the Customer for any purchase at a price below FleetCor’s cost to settle with the Merchant, and in the event the Customer’s price (including all merchant taxes before exemption and all discounts) calculates to be below FleetCor’s cost to settle with the Merchant, then FleetCor’s cost shall apply.

The City should recognize that given the City’s desire for this contract to be made available to CCPA participants across the U.S., due to economics in our Fuelman Network and our settlement structures with predominant merchants in certain markets, we must be able to prevent selling fuel to these CCPA participants at a price that is below our settlement cost with the merchants. Recognize also that even if the Never Below FleetCor’s Cost rule overrides the cost plus pricing, FleetCor would earn no revenue on the transaction, we would essentially be selling the fuel at our cost of settlement to the merchant.

**Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Without “Fixed Rack” Pricing).**

Should the City elect to not receive Fixed Rack Pricing, then without providing the Fixed Rack pricing approach, we must have ability to use the applicable supply point (Rack City) OPIS Average price the fueling station where purchase occurs. So, the redline of paragraph 3.4.1.2 would need to apply.

For purchases of gasoline outside Mecklenburg County, the Service Provider shall invoice the applicable OPIS Average rack price as defined in this Section using the ~~OPIS Rack Charlotte prices~~ station’s supply point (Rack City) location for the product type purchased. In addition to the Weekly OPIS Newsletter Prices, the Service Provider shall be reimbursed its markup plus any applicable non-exempt taxes, and the price shall be reduced for any applicable Tax Credits per gallon, which the Service Provider agrees to provide as detailed on the Pricing Schedule.

**Scope Item 3.4.1.2.A. Regular Unleaded Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing).**

If the City desires or requires “Fixed Rack” pricing, due to explanations above in *Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing “Fixed Rack” Pricing)*, this will require exception changes to ITB language for 3.4.1.2 A. as shown in redlines below. Essentially, due to system limitation of only being able to assign one “Fixed Rack ID” for gasoline products, if we implement “Fixed Rack Pricing” then as previously explained, Conventional No Ethanol grades of gasoline will need to be priced based on the Retail Price, not the “Fixed Rack ID” in the system for E-10. Same would need to apply to possible “Evolving” gasoline products like “E-15”, “E-30”, or “E-85”, should they become available at retail stations.

- A. Regular Unleaded Gasoline (87-88 Octane)** – For stations selling regular unleaded gasoline containing ethanol the OPIS ~~Conventional Ethanol 10% Gross Price~~ GROSS CBOB ETHANOL (10%) PRICES shall apply. For stations selling gasoline NOT containing ethanol the ~~OPIS Conventional Clear Gross Price~~ Station’s Retail Price, less discount quoted by FleetCor shall apply.

**Scope Item 3.4.1.2.B. Unleaded Mid Grade Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing).**

If the City desires or requires “Fixed Rack” pricing, due to explanations above in *Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing “Fixed Rack” Pricing)*, this will require exception changes to ITB language for 3.4.1.2 B. as shown in redlines below. Essentially, due to system limitation of only being able to assign one “Fixed Rack ID” for gasoline products, if we implement “Fixed Rack Pricing” then as previously explained, Conventional No Ethanol grades of gasoline will need to be priced based on the Retail Price, not the “Fixed Rack ID” in the system for E-10. Same would need to apply to possible “Evolving” gasoline products like “E-15”, “E-30”, or “E-85”, should they become available at retail stations.

- B. Unleaded Mid Grade Gasoline (89-90 Octane)** – For stations selling mid-grade unleaded gasoline containing ethanol the OPIS ~~Conventional Ethanol 10% Gross Price~~ GROSS CBOB ETHANOL (10%) PRICES shall apply. For stations selling gasoline NOT containing ethanol the ~~OPIS Conventional Clear Gross Price~~ Station’s Retail Price, less discount quoted by FleetCor shall apply.

**Scope Item 3.4.1.2.C. Premium Unleaded Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing).**

If the City desires or requires “Fixed Rack” pricing, due to explanations above in *Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing “Fixed Rack” Pricing)*, this will require exception changes to ITB language for 3.4.1.2 C. as shown in redlines below. Essentially, due to system limitation of only being able to assign one “Fixed Rack ID” for gasoline products, if we implement “Fixed Rack Pricing” then as previously explained, Conventional No Ethanol grades of gasoline will need to be priced based on the Retail Price, not the “Fixed Rack ID” in the system for E-10. Same would need to apply to possible “Evolving” gasoline products like “E-15”, “E-30”, or “E-85”, should they become available at retail stations.

- C. Premium Unleaded Gasoline (91-93 Octane)** – For stations selling premium unleaded gasoline containing ethanol the OPIS ~~Conventional Ethanol 10% Gross Price~~ GROSS CBOB ETHANOL (10%) PRICES shall apply. For stations selling gasoline NOT containing ethanol the ~~OPIS Conventional Clear Gross Price~~ Station’s Retail Price, less discount quoted by FleetCor shall apply.

**Scope Item 3.4.1.2.D. E-85 Blend Ethanol Enhanced Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing).**

If the City desires or requires “Fixed Rack” pricing, due to explanations above in *Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing “Fixed Rack” Pricing)*, this will require exception changes to ITB language for 3.4.1.2 D. as shown in redlines below. Essentially, due to system limitation of only being able to assign

one “Fixed Rack ID” for gasoline products, if we implement “Fixed Rack Pricing” then as previously explained, E-85 gasoline will need to be priced based on the Retail Price, not the “Fixed Rack ID” in the system for E-10. Same would need to apply to possible “Evolving” gasoline products like “E-15” or “E-30”, should they become available at retail stations.

- D. E-85 Blend Ethanol Enhanced Unleaded Gasoline** – ~~If there is no OPIS Posted price for E-85, the Service Provider will calculate a “virtual rack price” each week for E-85 based on the sum of the following: a) the applicable OPIS Rack Price for 100% Ethanol at the Charlotte terminal (multiplied times the appropriate blend percentage); and b) the Rack Average Price for unleaded gasoline at the Charlotte terminal (multiplied times the appropriate blend percentage). For stations selling E-85 gasoline the OPIS GROSS E-75 or E-85 PRICES shall apply, depending on season and allowed Ethanol blend ratio for E-85. If Fixed Rack pricing is required for normal grades of gasoline, for station’s selling E-85, the Station’s Retail Price, less discount quoted by FleetCor shall apply.~~

### **Scope Item 3.4.1.2 Fuel Products and Services (DIESEL FUEL GRADES)**

#### **ITB Specification**

3.4.1.2 The City shall purchase the following:

##### Diesel Fuel Grades

Unless otherwise noted, pricing for each of the following fuel types shall be priced on the applicable OPIS Rack Price or the “virtual rack price”, to be calculated as detailed for each Diesel Fuel type. The OPIS Rack Price or virtual rack price calculated as defined shall be used for invoicing transactions from the preceding Monday at 12:01 am EST through the following Sunday at 12:00 pm EST. In addition to the Prices defined in this Section, the Company shall be reimbursed its markup plus any applicable non-exempt taxes and the price shall be reduced for any Volumetric Ethanol Tax Credit rate per gallon, which the Company agrees to provide as detailed on the Pricing Schedule.

- F. B-20 Biodiesel Blended Fuel (80% Ultra Low Sulfur Diesel Fuel, 20% pure soybean oil product)** - shall be priced based on a calculated “virtual rack price” each week for B-20 based on the sum of the following: a) the applicable OPIS Rack Price for Biodiesel (B99) at the Charlotte terminal (multiplied times the appropriate blend percentage i.e. 20%); and b) the Rack Average Price for Ultra Low Sulfur Diesel at the Charlotte terminal (multiplied times the appropriate blend percentage i.e. 80%).
- G. (Ultra Low Sulfur) Diesel Fuel (“ULSD”)** -- shall be priced based on the Oil Price Information Service (OPIS) No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter “Weekly OPIS Newsletter Prices”) for the Charlotte, North Carolina Rack location. Diesel Fuel may also be referred to as Fuel Oil “Fuel Oil” within this Contract for Onsite Locations requiring fuel for onsite generators.
- H. Gross Ultra Low Sulfur Red Dye Distillate Diesel Fuel (“Red Dye Distillate/RDD”).** – as available, shall be priced based on the Oil Price Information Service (OPIS). No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter “Weekly OPIS Newsletter Prices”) for the Charlotte, North Carolina Rack location.

- I. Renewable Diesel (Optional)** – as available, shall be priced based on market conditions. Should additional alternative fuels become available during the term of the Contract, the Vendor shall supply them based on the protocols above, using the markup provided on the Price Schedule.

Addendum #1, Item #7

### **3.4.12.H Gross Ultra Low Sulfur Red Dye Distillate Diesel Fuel – Diesel Fuel Grades**

#### **Modification:**

This paragraph is replaced in its entirety as provided below:

*– as available, shall be priced based on the Oil Price Information Service (OPIS). No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) Red Dye Distillate as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter “Weekly OPIS Newsletter Prices”) for the Charlotte, North Carolina Rack location.*

#### **FleetCor Response**

We understand from the pre-bid conference that the City desires the pricing in the new contract to be based on a “Fixed Rack” using Charlotte, NC for all fuels. Subject to pricing exceptions we submit below for B-20, other high blends of Biodiesel (B-5 or higher), and Renewable Diesel, FleetCor shall comply with the requirement for Fixed Rack pricing.

#### **Scope Item 3.4.1.2.F. B-20 Biodiesel Blended Fuel (80% Ultra Low Sulfur Diesel Fuel, 20% pure soybean oil product) - Exception or Modification regarding Virtual Rack Price for Bulk Supply of High Biodiesel Blends and Retail Pricing for purchases of High Biodiesel Blends at Retail Stations.**

- **Consigned or Bulk Supply of High Biodiesel Blends.** For Consigned or Bulk fuel supply FleetCor requires that for “Virtual Rack Price” pricing of high Biodiesel blends (B-5 and higher including B-20), **must only apply should the City require Biodiesel blends for the City’s Consigned fuel sites or for Bulk fuel supply, and Virtual Rack Pricing would only be needed should there NOT be a valid, pertinent OPIS rack price posting for the product being supplied at the time during the term of the agreement.** Currently, there is no valid, pertinent OPIS rack price posting for B99 or B-20 on the Charlotte Rack. Furthermore, according to OPIS rack price reporting for Charlotte, there is no set B-5 or B-10 product being sold at the rack, however there is a B0-5 Biodiesel rack posting. B0-5 may or may not contain Biodiesel, it can be anywhere from zero Biodiesel to Biodiesel 5%, so we likely cannot use this Rack posting for a required B-5 blend (if this product were ever required by the City for Consignment or Bulk supply). Therefore, considering the lack of valid, pertinent OPIS Rack pricing for Biodiesel on the Charlotte rack, our fuel supplier subcontractor for the consigned and bulk fuel supply (Mansfield Oil), will require being reimbursed based on their cost of the Biodiesel blend. So, should the City desire a Biodiesel blend available for either Consigned or Bulk delivery, Mansfield would provide a “Virtual Rack Price” based on their cost of the product from their supply source and we would pass through this Virtual Rack Price to the City. **The Virtual Rack Price (if ever required) may or may not be supported by OPIS rack postings for the Biodiesel component, depending on where Mansfield is able to source the Biodiesel portion of the blend.** We would agree to work through these cost components and Virtual Rack Pricing calculations at the time, should the City demand supply of this product. Mansfield does have supply capability, however it’s the OPIS Rack Pricing part that can be very

difficult for the Biodiesel portion of the blend as Biodiesel producers often do not post their prices to OPIS.

- **Retail Purchases of High Biodiesel Blends.** For Retail purchases of high Biodiesel blends (B-5 or higher blend including B-20), considering the current lack of valid, pertinent OPIS Rack pricing for Biodiesel on the Charlotte rack, we must require that these High Biodiesel Blends be priced based on the Station's Retail Price, less a discount offered by FleetCor in our Pricing Response. Should availability of valid, pertinent Biodiesel Blend Rack Prices become available for Charlotte, NC during the term of the contract, then FleetCor will consider modifying the pricing to use such valid, pertinent Biodiesel Rack Pricing, and we would agree to price the markup same as we have quoted for normal Ultra Low Sulfur Diesel (ULSD).

Below is the redline change needed to 3.4.1.2.F:

- F. B-20 Biodiesel Blended Fuel (80% Ultra Low Sulfur Diesel Fuel, 20% pure soybean oil product)** - shall be priced based on a calculated "virtual rack price" each week for B-20 based on the ~~sum of the following: a) the applicable OPIS Rack Price for Biodiesel (B99) at the Charlotte terminal (multiplied times the appropriate blend percentage i.e. 20%); and b) the Rack Average Price for Ultra Low Sulfur Diesel at the Charlotte terminal (multiplied times the appropriate blend percentage i.e. 80%)~~ based on the cost of the product from the fuel supplier's supply source, which may or may not be able to be benchmarked to a valid OPIS Rack price. B-20 purchased at Retail Stations shall be priced based on the Station's Retail Price, less discount quoted by the Company.

**Scope Item 3.4.1.2.G. (Ultra Low Sulfur) Diesel Fuel ("ULSD") - Exception or Modification to Specification (Regarding With or Without "Fixed Rack" Pricing).**

- **Without "Fixed Rack Pricing".** Without providing the Fixed Rack pricing approach, we must have ability to use the applicable supply point (Rack City) OPIS Average price the fueling station where purchase occurs. And for clarification, the OPIS posting to be used would be the OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES for No. 2 using Rack Average price. So, the redline of paragraph 3.4.1.2.G below would need to apply.

- G. (Ultra Low Sulfur) Diesel Fuel ("ULSD")** -- shall be priced based on the Oil Price Information Service (OPIS) No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter "Weekly OPIS Newsletter Prices") for the ~~Charlotte, North Carolina Rack station's~~ supply point (Rack City) location. Diesel Fuel may also be referred to as Fuel Oil "Fuel Oil" within this Contract for Onsite Locations requiring fuel for onsite generators.

- **With "Fixed Rack Pricing".** FleetCor is able to provide the City "Fixed Rack" Pricing of ULSD. For Fixed Rack Pricing, the paragraph 3.4.1.2.G would be as written in the ITB, however for clarification we would use OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES for No. 2 using Rack Average price.

**Fixed Rack Pricing Exception for CCPA Participants.**

Additionally, we must require an exception for participants of the contract through CCPA. For CCPA participants we must reserve the right to not offer "Fixed Rack Pricing" and must have

ability to use the applicable supply point (Rack City) OPIS Average prices for the fueling station product type where purchase occurs. **So, for any clients other than the City of Charlotte and Mecklenburg County, the redline of paragraph 3.4.1.2.G shown above shall apply.**

**Never Below FleetCor’s Cost Pricing Exception for CCPA Participants.**

Additionally, same as we introduced for Gasoline Products, for any participants of the contract through CCPA (we agree for this clause to exclude the City of Charlotte), FleetCor reserves the right to never bill the Customer for any purchase at a price below FleetCor’s cost to settle with the Merchant, and in the event the Customer’s price (including all merchant taxes before exemption and all discounts) calculates to be below FleetCor’s cost to settle with the Merchant, then FleetCor’s cost shall apply.

The City should recognize that given the City’s desire for this contract to be made available to CCPA participants across the U.S., due to economics in our Fuelman Network and our settlement structures with predominant merchants in certain markets, we must be able to prevent selling fuel to these CCPA participants at a price that is below our settlement cost with the merchants. Recognize also that even if the Never Below FleetCor’s Cost rule overrides the cost plus pricing, FleetCor would earn no revenue on the transaction, we would essentially be selling the fuel at our cost of settlement to the merchant.

**Scope Item 3.4.1.2.H. Gross Ultra Low Sulfur Red Dye Distillate Diesel Fuel (“Red Dye Distillate/RDD”) - Exception or Modification to Specification (With or Without “Fixed Rack” Pricing).**

- **Without “Fixed Rack Pricing”.** Without providing the Fixed Rack pricing approach, we must have ability to use the applicable supply point (Rack City) OPIS Average price the fueling station where purchase occurs. So, the redline of paragraph 3.4.1.2.H below would need to apply.

**H. Gross Ultra Low Sulfur Red Dye Distillate Diesel Fuel (“Red Dye Distillate/RDD”).** – as available, shall be priced based on the Oil Price Information Service (OPIS). No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) Red Dye Distillate as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter “Weekly OPIS Newsletter Prices”) for the ~~Charlotte, North Carolina~~ station’s supply point (Rack City) location.

- **With “Fixed Rack Pricing”.** FleetCor is able to provide the City “Fixed Rack” Pricing of ULSD. For Fixed Rack Pricing, the paragraph 3.4.1.2.H would be as written in the ITB, however for clarification, we would use OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES for No. 2 using Rack Average price.

**Scope Item 3.4.1.2.I. Renewable Diesel (Optional) - Exception or Modification to Specification (Regarding no current supply source for Renewable Diesel and Retail Pricing of Renewable Diesel for purchases at Retail Stations).**

Currently, there are no suppliers reporting prices of Renewable Diesel at the Charlotte, NC rack location.

- **For Bulk Supply or Consignment Supply of Renewable Diesel.** Currently, our fuel supplier (Mansfield Oil) is not able to source Renewable Diesel in the Charlotte area. If



during the contract they are able to source this product, if there is still no valid, pertinent OPIS posting for the supply source, then we would need to use “Virtual Rack Price” pricing of the product using Mansfield’s cost of the product. If at the time a valid, pertinent OPIS posting for Renewable Diesel supply source becomes available, we would use that price.

- **For Retail Purchases of Renewable Diesel.** Should Renewable Diesel become available at Retail Stations, due to the Fixed Rack Pricing methodology desired by the City, the lack of valid pertinent rack prices in Charlotte for this product, and system limitation only allowing one Fixed Rack ID for diesel products, we would need to price Renewable Diesel product code based on the station’s retail price less a discount.

### **Scope Item 3.4.1.2 Fuel Products and Services (MOTOR OILS)**

#### **ITB Specification**

3.4.1.2 The City shall purchase the following:

##### Motor Oils

##### **J. For Gasoline Engines.**

- Full Synthetic 0W-20 (ILSAC: GF-4, API: SM)
- Synthetic Blend 5W-30 (ILSAC: GF-4, API: SM, SL)
- Synthetic Blend 5W-20 (ILSAC: GF-4 API: SM)
- Oil that meets manfactorers specifications

##### **K. For Diesel Engines**

- Synthetic Blend 15W40 (API: CJ-4,CI-4 PLUS,CI-4,CH-4,SM)
- Full Synthetic 15W50 (CI-4 Plus/SL rating)
- Diesel Exhaust Fluid

##### Addendum #1, Item #6

##### **Modification:**

The following Section is modified to include Diesel Exhaust Fluid

- Section 4, Form 6 – Pricing Sheet (Retail Fuel)

#### **FleetCor Response**

Subject to exception noted below, the City is able to use the Fuelman Fleet Card to purchase Motor Oils and Diesel Exhaust Fluid. FleetCor is able to price Diesel Exhaust Fluid Dispensed based on the station’s Retail Price, less a discount.

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**Scope Item 3.4.1.2.J & K. Motor Oils - Exception or Modification to Specification (Regarding FleetCor cannot guarantee or control what types of engine motor oils will be available at Retail Stations).**

FleetCor cannot guarantee that retail stations will sell the exact types of motor oil for Gasoline Engines or Diesel Engines specified in the ITB, sections 3.4.1.2.J. & K. FleetCor cannot control what types of engine motor oils that retail stations make available for sale.

**Scope Item 3.4.1.2 Fuel Products and Services (Auxiliary Fuels)**

**ITB Specification**

3.4.1.2 The City shall purchase the following:

Auxiliary Fuels

- L. Kerosene** - the City uses Kerosene in a limited number of small equipment items. The Company shall detail how Kerosene can be supplied to the City and how pricing for Kerosene shall be handled.
- M. Propane** - the City uses Propane in a limited number of locations. The Company shall detail how Propane can be supplied to the City and how pricing for Propane shall be handled. If necessary, Propane can be sold to the City directly rather than as a Consigned Fuel.
- N. Compressed Natural Gas (“CNG”)** - The pricing for this product should be in gasoline gallon equivalents (GGE) and is NOT included in OPIS pricing but needs to be available for purchase at fueling locations and billed to vehicles operated by the city. All Retail Fueling Locations providing CNG must utilize fast-fill dispensing systems.

**FleetCor Response**

In sub-sections below we address how these auxiliary products will be supplied and the pricing methodology to be utilized.

**Scope Item 3.4.1.2.L. Kerosene – How to be Supplied and Pricing Clarification.**

Certain retail stations offer Kerosene and the City will be able to purchase Kerosene with the Fuelman card if it is available. FleetCor proposes that Kerosene shall be priced based on the Station’s Retail Price, less discount quoted in our Pricing Response.

**Scope Item 3.4.1.2.M. Propane – How to be Supplied and Pricing Clarification.**

Availability of Liquefied Natural Gas (Propane) at retail stations is very limited. If Propane is or becomes available at certain retail stations, the City will be able to purchase Propane with the Fuelman card. FleetCor proposes that Propane shall always be priced based on the Station’s Retail Price, less discount quoted in our Pricing Response.

For bulk supply of Propane, should the City request this product in Bulk, our fuel supplier (Mansfield Oil) would be able to source the product. For pricing of bulk Propane, we would need to pass through Mansfield’s cost of the Propane from their supply point, plus freight costs to deliver, plus a fixed markup component that we can quote upon request.

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**Scope Item 3.4.1.2.N. Compressed Natural Gas (“CNG”) – How to be Supplied and Pricing Clarification.**

There are or may be retail or unattended fueling locations in our Fuelman Network that offer Compressed Natural Gas (CNG). The City will be able to purchase CNG with the Fuelman card. FleetCor proposes that CNG shall always be priced based on the Station’s Retail Price, less discount quoted in our Pricing Response.

**Scope Item 3.4.1.3 Responsibility for Providing the Products and Pricing to be Specified in the Contract.****ITB Specification**

3.4.1.3 The Company shall be responsible for providing all of the above referenced Products to all City vehicles desiring to purchase said Products at the prices specified in this Contract.:

**FleetCor Response**

FleetCor acknowledges and understands, we are able to provide the City the ability to purchase the products, provide the products at Retail Stations, Consigned Fuel at City owned fueling sites, and provide Bulk/Generator Fuel, all which will billed to the City on our Fuelman fleet card billing platform.

- It is important to point out that for Consigned and Bulk Purchases, FleetCor will rely heavily on a third party supplier/subcontractor (Mansfield Oil). Mansfield has served well in this capacity for the City of Charlotte since 2002 under multiple contracts held by FleetCor over this time period. Mansfield has proven supply sources and ability to deliver products to the City.

**Scope Item 3.4.1.3 Exception for Providing Bulk Fuel Supply or Consigned Fuel to Participants Under the Contract through CCPA.**

Except for the City and Mecklenburg County, FleetCor reserves the right to not provide Bulk Fuel Supply, Consigned Fuel Supply, or Mobile Fuel Supply to Participants under the contract through CCPA. The economics of delivery and supplying bulk fuel, consigned fuel, and mobile fuel supply vary greatly by market around the U.S. and we just cannot make assurances these products with same pricing could be provided in other markets. The economics involved, the equipment and installation expenditures that might be necessary, the delivery logistics, and reliance on subcontractors for providing bulk/generator fuel supply and mobile fuel delivery are just too complex, diverse and unpredictable, therefore we must reserve the right to say “No” to providing these services to Participants other than the City and Mecklenburg County.

**Scope Item 3.4.1.4 Responsibility for Providing One (1) OPIS Subscription for the City for the Term of the Contract.****ITB Specification**

3.4.1.4 The Company shall purchase and maintain one (1) OPIS subscription for the City for the entire term of the Agreement.

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### **FleetCor Response**

FleetCor acknowledges and agrees to provide the City an OPIS price subscription. We have done this for many years under prior similar contracts and will continue to do so. The subscription will be an electronic rack price report subscription for the Charlotte, NC rack.

FleetCor shall not be obligated to provide OPIS rack price subscriptions to other CCPA participants utilizing this contract. Other CCPA participants would need to directly subscribe to OPIS for the rack price reporting or the OPIS Newsletter subscription with PADD report.

### **Scope Item 3.5 Alternate Products.**

#### **ITB Specification**

##### **3.5. Alternate Products:**

Please refer to Section 1.22 for complete details regarding submittal of Alternate Products.

**The City cannot be responsible for testing and or accepting every new or evolving product proposed and reserves the right to reject proposed products that do not meet the City's current business model.**

### **FleetCor Response**

We could not find Section 1.22 for details regarding submittal of Alternate Products. We are not proposing "Evolving Products", however do realize that usually "Evolving Products" just happen in the retail fuel marketplace. An example will be E-15 or E-30 products. Though we do not see these products being sold in the Charlotte market yet, they are starting to be sold in States in the Midwest. Before long, we would expect to see them in Charlotte.

### **Scope Item 3.6 Warranty.**

#### **ITB Specification**

##### **3.6. Warranty:**

All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of one year; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Company's descriptions, representations and samples. The Company shall administer the warranty on the City and Participating Public Agency's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City and Participating Public Agency all Products that violate either the above warranty or the applicable manufacturer's warranty.

3.6.1 The Company shall provide the City and Participating Public Agency with two copies of the manufacturer's written warranty for each item of equipment.

3.6.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.

3.6.3 Warranty repairs shall be performed by the the Service Provider at the City and Participating Public Agencies' site upon request.

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Addendum #1, Item #8

**Modification:**

Section 3.6, Warranty, is replaced in its entirety as provided below: This requirement is specific to the Consignment Fueling equipment only

3.6. Warranty:

Specific to any Equipment supplied for Consignment Fueling locations as detailed in Section 3.13, all Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of one year; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Company's descriptions, representations and samples. The Company shall administer the warranty on the City and Participating Public Agency's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City and Participating Public Agency all Products that violate either the above warranty or the applicable manufacturer's warranty.

3.6.1 The Company shall provide the City and Participating Public Agency with two copies of the manufacturer's written warranty for each item of equipment.

3.6.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.

3.6.3 Warranty repairs shall be performed by the Service Provider at the City and Participating Public Agencies' site upon request.

**FleetCor Response**

FleetCor understands and will conform to this requirement. However, we believe there is currently no equipment installed or that FleetCor has sold to the City that would be governed by a warranty.

**Scope Item 3.7 Installation.**

**ITB Specification**

**3.7. Installation:**

Only experienced professionals should install all products. All work must be performed according to the standards established by the terms, specifications, and drawings and meet manufacturer's specifications and industry standards.

**FleetCor Response**

We acknowledge and agree to this requirement. Fortunately, the fuel control terminal equipment (Island Card Readers) are already installed and operating at City owned Consigned Fuel sites. They were installed by experienced professionals.

Upgrades will be required to Island Card Readers in the upcoming contract, to transition from analog phone lines provided by the City, to Network/IP processing, either through the City's LAN or through Cellular modem with data plan. As we work through this project, FleetCor will utilize experienced professionals to complete the project.

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### **Scope Item 3.8 Current and Future Tax Credits.**

#### **ITB Specification**

##### **3.8. Current and Future Tax Credits:**

Federal and state statutes may provide for certain tax incentives for the use of ethanol, biodiesel, and other alternative fuels. These include, for example, the federal excise tax credit for alternative fuels and alternative fuel mixtures and the federal income and excise tax credit for biodiesel and renewable diesel fuel mixtures. The tax credits may provide refiners, blenders and marketers of fuel with a federal tax credit of for ethanol, biodiesel, or other alternative fuels blended with their gasoline. The tax credits may be provided to the actual blender of the fuel only (collectively, “Fuel Blenders’ Tax Credits”). The refiner, blender or marketer receiving the tax credit may reduce its sale price to reflect the tax credit. This reduced price may then be passed along from distributor to retailer, and ultimately to the consumer.

Where applicable by Fuel Type, the Company shall pass any Fuel Blender’s Tax Credits on to the City automatically in billings from the Company. Specifically, the Service Provider agrees that where applicable, and except at sites the Service Provider confirms the location is not selling gasoline products containing ethanol, the gasoline rack price shall be reduced for any Volumetric Ethanol Tax Credit rate per gallon. Similarly, wherever diesel fuel containing biodiesel is sold, the Service Provider shall use the after biodiesel blender’s tax credit price when determining the virtual rack cost of the biodiesel blend such as B20. So as an example, where a biodiesel blend of 20% is available (B20), the \$1.00 tax credit shall be removed from the biodiesel cost portion of the blended virtual rack price (80% ultra low sulfur rack diesel rack cost + 20% biodiesel rack cost with blender’s tax credit removed).

The Company agrees that so long as federal law allows for Blender’s Tax Credits (VEETC or the biodiesel blender’s tax credit), at stations or consigned locations believed to be selling gasoline blended with ethanol, or biodiesel blends the Company will reduce the OPIS Newsletter Price defined in the ITB, by the amount of the Blender’s Tax Credit. So on 10% ethanol gasoline, this currently equals \$0.045 per gallon reduction of the OPIS Rack Average cost used for billing the City at sites believed to be pulling from a 10% ethanol rack. The Company shall not be required to provide a “Rebate Report” or a “summary of savings from tax credits” with the billing, as was specified in the ITB.

#### **FleetCor Response**

We understand the City expects to be billed based on pricing that has any tax incentives included in its price. We want to clarify that U.S. Congress expired Volumetric Ethanol Excise Tax Credits (VEETC) in January of 2012. The VEETC program no longer applies in the industry. Though this was a major change in the petroleum industry for handling tax breaks or incentives for blending ethanol in gasoline, it simplified the former, complex VEETC program. Now, refiners simply post the gross wholesale prices for gasoline with ethanol and there is no tax credit to be deducted from the prices. The \$0.045 per gallon price reduction to the Rack Average cost no longer applies.

With regards to Biodiesel Blender’s Tax Credits, we want to clarify that today, if a Biodiesel rack supply and pricing is available, it would normally be a B99 rack price, not B100. When B99

prices are reported by OPIS, this means the rack supplier has earned or taken the blender's tax credit into account in the price posted, so it already has the Blender's Tax Credit removed in the price reported. So there would be no additional price reduction for a Blender's Tax Credit. So, the example of the \$1.00 tax credit that should be removed, will not likely apply in a Virtual Rack Price calculation, the Biodiesel portion of the blend for B-20, when using B99 will already have any blender's tax credit removed from the B99 price.

### **Scope Item 3.9 Fuel Contamination.**

#### **ITB Specification**

##### **3.9. Fuel Contamination:**

Fuel delivered to City owned facilities by the Company or its fuel supplier shall be delivered free of contaminants. The City shall maintain the security of such fuel and shall ensure that contaminants are not introduced into such fuel after delivery. The City shall bear any costs associated with replacement of contaminated fuel contaminated either by City Personnel, or at the property after being pumped into City owned tanks. Claims by the City for defective fuel shall be made within seventy-two (72) hours after delivery hereunder. Once the fuel has been delivered to the City's property, the sole responsibility for it shall rest with the City.

##### **3.9.1 Fuel Purchased at Off-site Retail Locations**

- A. *Claims.* All claims for defective Fuel shall be made through the Company within fifteen (15) days from the date of the purchase of the alleged defective Fuel giving rise to the claim.
- B. *Merchant Limitations.* The personnel (if any) at a Retail Fueling Location are not the agents or employees of the Company. The Service Provider shall work with their Retail Fueling Location merchants to mitigate damage which arises from the action or negligence of the personnel of any of the merchants, their agents, or their employees, and shall be responsible for the products or services rendered by any of the Retail Fueling Locations to City of Charlotte property or personnel.

##### **3.9.2 Damages.**

The Company shall be liable for the following damages, to be reimbursed to the City at the actual expense of the associate damage to vehicles and/or equipment, or paid for in full by the Service Provider.

- Cost to remove contaminated fuel from City owned vehicles and/or equipment
- Cost to clean City owned tanks into which contaminated fuel was pumped.
- Cost to repair damages to City owned vehicles and equipment caused by contaminated fuel.

#### **FleetCor Response**

FleetCor is in agreement with the Fuel Contamination language shown above for fuel delivered to City owned facilities. However, we must take exception explained below to section 3.9.1 regarding Claims and Merchant Limitations, and we must take exception to section 3.9.2 regarding Damages.

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**Scope Item 3.9.1.A. Exception Taken to Claims.**

FleetCor proposes that the language for 3.9.1.A. Claims to be written as follows, shown in redline.

- A. *Claims.* All claims for defective Fuel ~~shall be made through the Company within fifteen (15) days from the date of the purchase of the alleged defective Fuel giving rise to the claim~~ must be made to the Merchant operating the Merchant Location where such Fuel was purchased. Any claim for defective Fuel is waived by Customer unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel giving rise to the claim.

The reason why we think the claim should be made to the merchant directly is that time is of the essence if a cardholder ever purchases defective fuel at a retail station. Generally, if defective fuel is purchased, the vehicle will breakdown soon afterwards, often within minutes or hours of the purchase. The cardholder really needs to immediately report it to the station owner and confirm whether other customers have incurred similar breakdown after fueling. We understand if the City wants to work or communicate the Claim to FleetCor as well, but really the Merchant stands responsible for the fuels they offer for sale, and if they have sold fuel that it defective, causing damage to their Customer's vehicles, then the Merchant needs to take responsibility and handle these claims.

As we have explained in response to 3.6 Warranty, as the fleet credit card supplier and not retail station or merchant, FleetCor cannot provide warranty for fuel purchased at a retail merchant location. The Merchants accepting the Fuelman card, and their employees, are not considered "Subcontractors" or "Agents" of FleetCor, they are a card accepting merchant. The Merchant would be responsible for the fuels they make available for resale and as fuel card vendor FleetCor cannot control or provide warranty of the quality of the fuel a retail station makes available. Nor can the fuel card vendor make assurances that the retail station does not allow contaminants (such as water) to be introduced into their fuel storage tank system, which would be the likely cause of defect in fuel quality, therefore we cannot be responsible or provide warranty.

**Scope Item 3.9.1.B. Exception Taken to Merchant Limitations.**

FleetCor proposes that the language for 3.9.1.B. Merchant Limitations to be written as follows, shown in redline.

- B. *Merchant Limitations.* The personnel (if any) at a Retail Fueling Location are not the agents or employees of the Company. The Service Provider shall work with their Retail Fueling Location merchants to mitigate damage which arises from the action or negligence of the personnel of any of the merchants, their agents, or their employees, ~~and shall be responsible for the products or services rendered by any of the Retail Fueling Locations to City of Charlotte property or personnel~~ however the Service Provider (FleetCor) shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

The reason why this is important, is that the retail station (merchant) accepting the Fuelman card would be responsible for their products or services sold, and their employees or agents.



FleetCor has no control of the products offered for sale, or the merchant's employees or agents. It is simply inappropriate for FleetCor to be responsible when we have no control.

### **Scope Item 3.9.2 Exception Taken to Damages.**

#### Damages from Contaminated Fuel Purchased at Retail Locations

FleetCor takes exception to the Damages requirements in 3.9.2. We require the section be removed in entirety or otherwise re-worded to explain that the City would pursue Damages from the card accepting merchant, not FleetCor. The reason why this is important, is that the retail station (merchant) accepting the Fuelman card would be responsible for their products or services sold, and their employees or agents. FleetCor has no control of the products offered for sale, or the merchant's employees or agents. It is simply inappropriate for FleetCor to be responsible when we have no control.

#### Damages from Fuel Delivered to City Owned Onsite Locations (consigned or bulk/generator fuel)

Our fuel supplier for consigned fuel and bulk/generator fuel (Mansfield Oil) is a very responsible company. If it can be proven without a doubt that fuel it has delivered, or its carrier subcontractors have delivered is contaminated, then we feel sure they will be responsible and handle damage claims (if any). FleetCor will rely on Mansfield Oil to settle any damage claims for consigned or bulk/generator fuel, FleetCor will not be responsible for those damages.

#### Damages from Mobile Wet Hosing Fuel Deliveries determined to be Contaminated

Our Mobile Wet Hosing fuel supplier (Jacobus Energy) is a very responsible company. If it can be proven without a doubt that fuel delivered by Jacobus Energy was contaminated, then we feel sure they will be responsible and handle damage claims (if any). FleetCor will rely on Jacobus Energy to settle any damage claims for mobile wet hosing fuel, FleetCor will not be responsible for those damages.

Language change needed:

#### 3.9.2 Damages.

~~The Company shall be liable for the following damages, to be reimbursed to the City at the actual expense of the associate damage to vehicles and/or equipment, or paid for in full by the Service Provider. If it can be proven without a doubt that fuel the fuel supplier delivered, or its carrier subcontractors have delivered is contaminated, then fuel supplier will be responsible and handle damage claims (if any). FleetCor will rely on Mansfield Oil to settle any damage claims for consigned or bulk/generator fuel. FleetCor will rely on Jacobus Energy to settle any damage claims for mobile wet hosing deliveries. FleetCor will not be responsible for those damages.~~ The following damages, to be reimbursed to the City at the actual expense of the associated damage to vehicles and/or equipment, or paid for in full by the Service Provider.

- Cost to remove contaminated fuel from City owned vehicles and/or equipment
- Cost to clean City owned tanks into which contaminated fuel was pumped.
- Cost to repair damages to City owned vehicles and equipment caused by contaminated fuel.

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### **Scope Item 3.10 Retail Fueling Location Purchases.**

#### **ITB Specification**

##### **3.10. Retail Fueling Location Purchases.**

The Company shall ensure the following Products shall be available for retail purchase by the City, as per the requirements detailed in Section 3.4:

The City requires the majority of Retail Fueling Locations offer:

- Fuels A, B, C, E, G, I, J
  - I – Diesel Exhaust Fluid is required only at locations selling Diesel Fuel.
  - K & L – Motor Oils are required only at locations selling Gasoline or Diesel Fuel.

The City requires that some Retail Fueling Locations offer:

- Fuels D, F, H, L, M, N

#### **FleetCor Response**

Other than exceptions taken below, the City will be able to purchase the products specified.

### **Scope Item 3.10 Exceptions Taken to Retail Fueling Location Purchases Requirement (Regarding Renewable Diesel, Motor Oils and Diesel Exhaust Fluid Availability).**

- Fuel type I (Renewable Diesel) is not available at retail stations in the Charlotte market. This is an “Evolving” fuel type and it is not currently available at the Charlotte rack.
- For Fuel Type J (Motor Oils for Gasoline Engines), FleetCor cannot guarantee that retail stations will sell the exact types of motor oil for Gasoline Engines or Diesel Engines specified in the ITB. FleetCor cannot control what types of engine motor oils that retail stations make available for sale.
- The ITB lists “I-Diesel Exhaust Fluid”, however we find in earlier requirement that Diesel Exhaust Fluid is listed under Fuel Type K (Motor Oils for Diesel Engines). FleetCor cannot make assurances that all stations selling Diesel Fuel will also sell Diesel Exhaust Fluid. It will be available however at certain stations and some truck stop locations even offer Dispensed Diesel Exhaust Fluid.

### **Scope Item 3.11 Additional Retail Fueling Location Requirements.**

#### **ITB Specification**

##### **3.11. Additional Retail Fueling Location Requirements.**

Company’s Retail Fueling Locations must maintain the following levels of service:

- Multiple major brand gas and diesel fuel dispensing locations throughout Mecklenburg County, state of North Carolina, and continental United States accessible 24 hours a day, 7 days a week with maps and directories for cardholders showing available fuel locations,
- Fleet Card Management System support office with personnel available 24 hours a day, 7 days a week with a toll free number or local number to respond to City needs,
- The Service Provider shall work closely with City personnel to develop a minimum of four (4) additional strategic partner locations, as agreed upon between the City, and the

Company that are generator ready with auxiliary power and card reading capabilities in the event of any disaster and allow the Company to position their personnel onsite to manually capture transactions in the event electronic capture is not available.

- Subject to Merchant’s POS Authorization limitations, as detailed in the City Onsite Fueling Location Attachment, for fuel cards identified by the City as restricted from purchases of Fleet Supplies, any attempt to purchase any of the following restricted items shall trigger an alert to the City Designated alert recipient for the corresponding Cost Center/Account:
  - Brake fluid
  - Other items as restricted by the City during the term of this Contract
- Subject to Merchant’s POS Authorization limitations, as detailed in the City Onsite Fueling Location Attachment, for fuel cards identified by the City as restricted from purchases of concessions, Retail Fueling Locations shall not sell the following items to City users via their Fleet Cards:
  - Concessions and other food items
- Attempts to purchase Concessions shall also trigger an alert to the City Designated alert recipient for the corresponding Cost Center/Account.
- Other automotive goods and or Services such as engine coolant, transmission fluid, or washer solvent shall be provided to the City at their retail price not to exceed twenty-five dollars (\$25). These goods and/or services must be installed or performed on the vehicle at the time of purchase. Brake fluid is not to be sold or offered for purchase.
- All fuel purchases shall be self-service only.

**FleetCor Response**

**Fuelman Network Overview**

The City of Charlotte can use the Fuelman fleet card at all card accepting locations in the Fuelman Network. The Fuelman Network includes:

- Approximately 50,000 fueling sites in the U.S. and growing
- More than 37% of all diesel sites in the U.S. (~33,000) accept Fuelman.
- More than 11,000 diesel sites in U.S. can accommodate 18 Wheel (large rig) vehicles.
- More than 4,500 Fuelman acceptance sites in the U.S. are considered “Truck Stops” and our network includes Pilot and Flying J Travel Centers, and Love’s Travel Stop locations.



- **Brand-wide Acceptance.** The Fuelman network offers brand-wide acceptance at these brands:



- **Chain-wide acceptance with Large Operators.** The Fuelman network offers chain-wide acceptance with virtually all the merchants shown below. If certain chains are not totally enabled, we have ability to quickly add acceptance:



- **Stations representing virtually all major brands accept Fuelman.** We have POS Network Integration with most major brands, for easy adding of sites with single station operators or regional convenience store chains.

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



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

### Fuelman Acceptance in Mecklenburg County & State of North Carolina

The Fuelman card provides the City a broad network of locations for off-site, retail fueling in Mecklenburg County.

- **195** locations in Mecklenburg County accept Fuelman.
- **152** locations in Mecklenburg County report that they are open 24 Hours.
- **141** locations in Mecklenburg County report offer Diesel Fuel.
- **21** locations in Mecklenburg County can facilitate large 18 Wheel vehicles.
- **Multiple Chains in Charlotte Region with Chain-wide Acceptance.** Virtually every large convenience store chain operating in the Charlotte region accepts Fuelman cards at all their stores, regardless of their gasoline brand, including Circle K /Kangaroo, 7-Eleven, QuikTrip, Sam's Mart, and Speedway.
  - This chain-wide acceptance makes finding locations extremely easy for City and County cardholders (if you see one of these chains - they accept Fuelman cards).
- On pages that follow we provide a comprehensive fuel site listing for Mecklenburg County.

### Sites in the State of North Carolina

- **1,563** locations in the State of North Carolina accept Fuelman.
- We have provided a copy of the State of North Carolina Fuel Site Listing behind APPENDIX 2.

**Sites in the Charlotte-Gastonia-Concord-Rock Hill MSA (Metro Area)**

- There are **467** locations accepting the Fuelman card in the 10 county Charlotte-Gastonia-Concord-Rock Hill MSA (Metro Area). We provide a copy of this listing behind APPENDIX 2

**Sites in the State of South Carolina**

- **1,246** locations in the State of South Carolina accept Fuelman.

**Tools for Finding Fuelman Acceptance Locations**

- **Online Site Locator.** We provide an easy to use, open to public online site locator so that managers and cardholders can download site listings or maps on demand or download a listing of locations along a route for trip planning.
- **Mobile App.** We provide a free, easy to use mobile app available at The App Store (for Apple Users) or GooglePlay, that cardholders can utilize for finding nearby Fuelman acceptance locations.

**MECKLENBURG COUNTY, NC - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)**

In City Order

	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
3922	TIMES TURN AROUND 44	BP	9821 ROCKY RIVER RD		Y	Y				Y	704-921-4254	680350
	SPEEDWAY 7990	Speedway	10925 UNIVERSITY CITY BLVD	Y		Y				Y	704-503-3904	339015
	QT 1032	QuikTrip	11230 N TRYON ST							Y	704-549-8712	434845
3477	7-ELEVEN 35542	Exxon	4300 WILGROVE MINT HILL RD	Y			Y			Y	704-573-1919	557724
	PRIME EXPRESS	Shell	13720 MALLARD CREEK RD			Y				Y	980-209-0789	589983
	7-ELEVEN 35589	Exxon	1901 PAVILION BLVD	Y			Y			Y	704-790-2593	557739
3614	7-ELEVEN 35547	Exxon	9608 UNIVERSITY CITY BLVD	Y		Y	Y			Y	704-548-0505	557722
	CIRCLE K #5112	Circle K	9501 UNIVERSITY CITY BLVD	Y		Y				Y	704-549-0847	932910
2412	SPEEDWAY 7989	Speedway	10207 N TRYON ST	Y		Y				Y	704-547-1003	339010
2431	KANGAROO EXPRESS 3971	Shell	10000 N TRYON ST	Y		Y				Y	704-714-5064	888854
	7-ELEVEN 35588	Exxon	10023 N TRYON ST	Y		Y	Y			Y	704-790-2590	557747
3623	CIRCLE K #5100	Shell	9221 ALBEMARLE RD	Y		Y				Y	704-567-8927	934439
3618	KANGAROO EXPRESS 3976	Shell	8910 ALBEMARLE RD	Y		Y				Y	704-831-6201	888946
1276	CIRCLE K 3978	Shell	8008 HARRIS STATION BLVD	Y		Y				Y	704-494-8496	888948
	CIRCLE K #1935	Shell	1809 ARBOR VISTA DR	Y		Y				Y	704-971-7129	886304
3143	CIRCLE K #8382*	Shell	9201 LAWYERS RD	Y		Y				Y	704-545-4318	934689
3146	RNK-MINT HILL	Exxon	9100 LAWYERS RD			Y				Y	704-545-4592	331187
3784	KANGAROO EXPRESS 3940	Shell	10409 MALLARD CREEK RD			Y				Y	704-503-3226	888841
	CIRCLE K #8381	Shell	7301 THE PLAZA	Y						Y	704-568-7169	934940
3906	CIRCLE K #5117	Shell	7214 THE PLAZA			Y				Y	704-536-3733	934934
	QT 1051	QuikTrip	7205 THE PLAZA							Y	704-537-7851	434635
3411	SAM'S MART #110	Exxon	8016 N TRYON ST	Y		Y				Y	704-548-8001	324764
	CIRCLE K 1553	Unbranded	7747 NORTH TRYON ST	Y		Y				Y	750-999-9999	329820
	QT 1070	QuikTrip	7115 S BLVD	Y		Y				Y	704-554-6413	434571
1139	KANGAROO EXPRESS 3927	Shell	7035 E W T HARRIS BLVD	Y		Y				Y	704-531-1697	327274
3010	7-ELEVEN 35548	Exxon	9025 MALLARD CREEK RD	Y			Y			Y	704-510-9515	557721
199	CIRCLE K #3209	Shell	5335 DOCIA CROSSING RD			Y				Y	704-947-8545	678888
3130	CIRCLE K #4522	76	7225 ALBEMARLE RD	Y						Y	704-537-0652	934433
	EASY SHOP II	BP	5724 E W T HARRIS BLVD			Y				Y	704-567-2059	599569
3123	DC MART	Valero	7008 ALBEMARLE RD	Y		Y				Y	704-606-5525	645511
3982	XPRESSMART	Shell	5601 N SHARON AMITY RD	Y		Y				Y	704-563-2433	973539
	CIRCLE K #3150	Circle K	7040 N TRYON ST	Y		Y				Y	704-509-1414	324613
	CIRCLE K #3267	Circle K	7010 UNIVERSITY BLVD	Y		Y				Y	704-599-8787	325146
2771	SIMON'S MART	Shell	6308 THE PLAZA			Y				Y	704-537-1411	675460
	QT 1053	QuikTrip	6721 ALBEMARLE RD	Y		Y				Y	704-563-1795	434568
	7-ELEVEN 35565	Exxon	6500 N TRYON ST	Y			Y			Y	704-509-4261	557765
	SM #25	Mobil	6201 N TRYON ST								704-563-3995	510837
3814	XPRESS MART #62	Shell	6300 ALBEMARLE RD			Y				Y	704-563-6733	865337
	CIRCLE K #8411	Circle K	7935 IDLEWILD RD	Y						Y	704-536-7210	934678
	KANGAROO EXPRESS 3938	Shell	6229 W SUGAR CREEK RD	Y		Y				Y	704-599-2357	888960
	QT 1016	QuikTrip	5700 N TRYON ST							Y	704-509-1368	434842
	SAMS MART #093	Exxon	5650 ALBEMARLE RD	Y		Y				Y	704-790-7078	944678
	QT 1059	QuikTrip	5209 CENTRAL AVE							Y	704-567-2346	434846
	7-ELEVEN 35591	Exxon	5124 CENTRAL AVE	Y			Y			Y	704-790-5559	557745
3805	CIRCLE K #8409	Circle K	4801 CENTRAL AVE	Y		Y				Y	704-563-2718	934434
1940	CIRCLE K #5107	Shell	1300 W SUGAR CREEK RD	Y		Y				Y	704-597-8295	888732
7034	KANGAROO EXPRESS 3930	Mobil	4900 N TRYON ST	Y		Y				Y	704-494-4110	888900
5420	7-ELEVEN 39721	Exxon	1120 W SUGAR CREEK RD	Y		Y				Y	704-597-8235	354627
3423	CIRCLE K #3922	Circle K	7208 E INDEPENDENCE BLVD	Y						Y	704-537-7740	888917
	SAMS MART #82	Shell	12007 SAM ROPER DR			Y				Y	704-875-0935	664771

**MECKLENBURG COUNTY, NC - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)**

In City Order

	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
	MIGHTY MIDGET MART	Shell	4936 ALBEMARLE RD			Y				Y	704-537-8267	838187
	MURPHY USA #7688	Murphy	2010 GALLERIA BLVD	Y		Y				Y	704-849-6341	388705
523	CIRCLE K #5105	Shell	4921 E INDEPENDENCE BLVD	Y		Y				Y	704-568-4782	934675
	SAM'S MART #30	Exxon	8325 OLD STATESVILLE RD			Y				Y	704-598-0352	881561
321	KANGAROO EXPRESS 3945	Shell	4718 N GRAHAM ST	Y	Y	Y				Y	704-599-7062	888945
449	CIRCLE K #4838	Shell	9726 MONROE RD	Y						Y	704-847-8477	888726
	CIRCLE K #5119	Shell	9100 MONROE RD	Y		Y				Y	704-844-8433	888718
306	7-ELEVEN 35563	Mobil	3800 CENTRAL AVE	Y		Y	Y			Y	704-531-4961	557764
	U.S. GAIN - CHARLOTTE	Unbranded	4250 TRAILER DR	Y					Y	Y	920-831-8898	338827
	QT 1052	QuikTrip	3206 EASTWAY DR	Y		Y				Y	704-537-8404	434567
	7-ELEVEN 35587	Exxon	4300 N GRAHAM ST	Y		Y	Y			Y	704-790-2588	557746
	7-ELEVEN 35545	Mobil	10700 REAMES RD	Y		Y	Y			Y	704-596-6117	557723
	SAM'S MART #052	Exxon	5343 MONROE RD			Y				Y	704-536-9469	870152
571	TIMES TURN AROUND 43	BP	7008 W/W T HARRIS BLVD	Y		Y				Y	704-921-1555	331423
412	7-ELEVEN 35554	Mobil	3024 CENTRAL AVE	Y		Y	Y			Y	704-535-7508	557727
	7-ELEVEN 35576	Exxon	2701 THE PLAZA	Y			Y			Y	704-370-3544	557956
016	LOCAL MARKET #3	Exxon	3200 E INDEPENDENCE BLVD	Y		Y				Y	704-335-1575	406513
	FOOD MART	Unbranded	2605 CENTRAL AVE							Y	704-451-2887	440766
782	7-ELEVEN 35559	Exxon	6401 OLD STATESVILLE RD	Y	Y	Y	Y			Y	704-599-0320	557760
757	SAMS MART #037	Shell	2700 N TRYON ST	Y		Y				Y	704-376-1923	971423
035	DEN'S MART	Citgo	2235 THE PLAZA	Y						Y	704-334-4002	891025
	SA FOOD MART	Citgo	1126 MORNINGSIDE DR							Y	704-910-1175	818220
749	CIRCLE K #1678	Circle K	5018 SUNSET RD	Y		Y				Y	704-597-9680	934441
	QT 1029	QuikTrip	4937 SUNSET RD	Y		Y				Y	704-494-4601	434561
	7-ELEVEN 35590	Exxon	3301 MONROE RD	Y		Y	Y			Y	704-790-5549	557744
251	SAM'S MART 071	Shell	4601 STATESVILLE RD	Y		Y				Y	704-597-5393	890911
244	SAMS MART #036	Shell	4200 STATESVILLE RD	Y		Y				Y	704-509-0735	650468
242	ADAM'S MART CITGO	Citgo	4116 STATESVILLE RD			Y				Y	704-599-1991	675795
	CHARLOTTE TRAVEL PLAZA	Shell	4601 SUNSET RD	Y	Y	Y				Y	704-597-7980	676416
356	CIRCLE K #5118	Circle K	4530 SUNSET RD	Y		Y				Y	704-398-2669	934432
014	PILOT TRAVEL CENTER #275	Pilot	3807 STATESVILLE AVE	Y	Y	Y				Y	704-358-1006	890559
	7-ELEVEN 35575	Exxon	1501 N TRYON ST							Y	704-348-0902	557949
326	CIRCLE K #5109	Shell	4474 RANDOLPH RD	Y						Y	704-442-1090	934694
016	KANGAROO EXPRESS 3923	Shell	4500 RANDOLPH RD	Y		Y				Y	704-365-2723	888906
014	CENTIPEDE FOOD MART	Citgo	1725 STATESVILLE AVE							Y	704-372-5004	337485
737	SM #1103	Shell	1312 LASALLE ST			Y				Y	980-225-9695	533966
	QUICK N E-Z #13	Exxon	1323 LASALLE ST	Y		Y				Y	704-394-5200	930373
	7-ELEVEN 35586	Exxon	5701 OLD PROVIDENCE RD	Y			Y			Y	704-366-7594	557748
409	SAM'S MART #106	Exxon	4235 PROVIDENCE RD	Y		Y				Y	704-631-8299	339679
320	SAMS MART #007	Shell	2630 BEATTIES FORD RD	Y		Y				Y	704-399-4642	928424
501	SAM'S MART #060	Shell	527 PROVIDENCE RD	Y	Y	Y				Y	704-375-2775	883667
	7-ELEVEN 35577	Exxon	2519 BEATTIES FORD RD	Y			Y			Y	704-392-4558	557749
441	CIRCLE K #1884	Shell	701 N GRAHAM ST	Y		Y				Y	704-376-9844	888779
347	CIRCLE K 3964	Circle K	935 CHARLOTTETOWNE AVE	Y					Y	Y	704-333-1014	888933
	SPEEDWAY 6943	Speedway	1485 HWY 66	Y		Y				Y	336-922-0413	339007
	QUICK FUEL 2602 CHARLOTTE	Unbranded	4061 N INTERSTATE SERVICE RD	Y	Y	Y				Y	800-522-6287	929945
	SAM'S MART #087	Shell	923 S KINGS DR	Y		Y				Y	704-332-7262	333207
301	CIRCLE K #5101	Shell	3201 PINEVILLE MATTHEWS RD	Y						Y	704-541-8077	888728
233	MARKET EXPRESS 335	Shell	10636 PROVIDENCE RD							Y	704-846-3597	683269
777	CIRCLE K 8403	Circle K	1246 EAST BLVD	Y						Y	704-335-0040	932909

**MECKLENBURG COUNTY, NC - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)**

In City Order

	Store Name	Brand	Address	24Hr	18-Whl	Dies el	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
	7-ELEVEN 35579	Exxon	10806 PROVIDENCE RD	Y		Y	Y			Y	980-245-9188	557731
92	CIRCLE K #3944	Circle K	11640 PROVIDENCE RD	Y		Y				Y	704-708-5662	888922
	B&K GAS	Mobil	3814 BROOKSHIRE BLVD	Y		Y				Y	980-430-3607	423195
	QT 1024	QuikTrip	4200 BROOKSHIRE BLVD							Y	704-391-5708	434844
59	7-ELEVEN 35580	Exxon	4808 BROOKSHIRE BLVD	Y	Y	Y	Y			Y	704-394-2501	557761
35	CIRCLE K #4747	Shell	2926 SELWYN AVE	Y						Y	704-375-7511	888725
23	SAMS MART #08	Shell	4627 SHARON RD	Y		Y				Y	704-364-3710	928425
24	CIRCLE K #5108	Circle K	4636 SHARON RD	Y		Y				Y	704-366-7555	934673
38	CIRCLE K #3924	Circle K	6500 FAIRVIEW RD	Y		Y				Y	704-366-3117	888910
77	7-ELEVEN 35570	Exxon	5455 BROOKSHIRE BLVD	Y	Y	Y	Y			Y	704-399-5200	557771
	KANGAROO EXPRESS 3935	Marathon	2200 S TRYON ST	Y		Y				Y	704-332-4421	888849
07	7-ELEVEN 35556	Exxon	2601 SOUTH BLVD	Y			Y			Y	704-523-8304	557756
	7-ELEVEN 35585	Exxon	4401 PARK RD	Y			Y			Y	704-790-5556	557743
	GLEN MART	Exxon	4127 GLENWOOD DR		Y	Y				Y	704-241-4499	586954
04	B&K GAS & MORE	Shell	4200 GLENWOOD DR	Y		Y				Y	704-394-1266	394737
71	KANGAROO EXPRESS 3926	Marathon	4336 PARK RD	Y		Y				Y	704-523-0051	892935
54	D-MART #1	Shell	2736 FREEDOM DR			Y				Y	704-392-5010	695072
55	CIRCLE K #5111	Unbranded	2833 FREEDOM DR	Y		Y				Y	704-392-2366	934358
08	SM MART	Citgo	3040 SOUTH BLVD			Y				Y	704-527-5653	635997
	CIRCLE K #1867	Circle K	6519 BROOKSHIRE BLVD	Y		Y				Y	704-395-9955	323837
	QT 1076	QuikTrip	116 CLANTON RD							Y	704-522-3877	434848
02	ASHLEY RD BP	BP	1400 ASHLEY RD	Y		Y				Y	704-392-0797	370641
	MURPHY USA #7616	Murphy	2760 ASHLEY RD	Y		Y		Y		Y	704-395-6060	352463
	QT 1004	QuikTrip	3025 WILKINSON BLVD	Y		Y				Y	704-395-3474	434551
	STORE 734 GROCERY	Shell	629 WOODLAWN RD	Y		Y				Y	704-790-6433	337151
11	CIRCLE K #3929	Shell	605 CLANTON RD	Y	Y	Y				Y	704-523-1171	327457
	7-ELEVEN 35578	Exxon	5200 PIPER STATION DR	Y		Y	Y			Y	704-790-5536	557726
15	7-ELEVEN 35555	Exxon	835 CLANTON RD	Y		Y	Y			Y	704-523-8102	557755
	SAM'S MART #100	Exxon	4646 SOUTH BLD			Y				Y	980-495-6071	589343
	PIEDMONT NATURAL GAS-1-CNG	Unbranded	112 VERBENA ST	Y					Y	Y	864-809-3446	656720
	PIEDMONT NATURAL GAS-CNG	Unbranded	112 VERBENA ST	Y					Y	Y	864-809-3446	842312
47	THE POP SHOPPE #132	Citgo	4640 OLD PINEVILLE RD	Y						Y	704-522-0374	741844
	QT 1071	QuikTrip	127 E WOODLAWN RD	Y		Y				Y	704-525-1008	434572
12	SAM'S MART #049	Shell	5235 SOUTH BLVD	Y						Y	704-519-0724	968983
	SAMS MART #099	Exxon	100 E WOODLAWN RD	Y		Y				Y	980-495-6071	385500
17	KANGAROO EXPRESS 3931	Marathon	3800 WILKINSON BOULEVARD	Y						Y	704-395-8819	888848
	CIRCLE K #3979	Circle K	9620 REA RD	Y		Y				Y	704-752-7861	888935
	QT 1072	QuikTrip	10910 GOLF LINKS DR							Y	704-841-0765	434847
39	FUEL MART	Citgo	6100 SOUTH BLVD	Y						Y	704-556-0822	892336
	SM #103	Exxon	3215 QUEEN CITY DR								704-393-0034	529926
05	KANGAROO EXPRESS 3965	Marathon	4923 S TRYON ST	Y		Y				Y	704-295-0223	888808
	KANGAROO EXPRESS #828	Kangaroo	18329 PARK RD	Y		Y				Y	704-543-0887	887436
	FUEL MART #5	Citgo	2651 WEST BLVD		Y	Y				Y	704-333-8877	967721
06	QUICK-N-EZE MART	Citgo	2650 WEST BLVD							Y	704-391-2973	667478
96	7-ELEVEN 35571	Exxon	2932 MT HOLLY HUNTERSVILLE RD	Y			Y			Y	704-392-4936	557773
	7-ELEVEN 35580	Exxon	7511 PINEVILLE MATTHEWS RD	Y		Y	Y			Y	704-790-2553	557732
61	CIRCLE K #3928	Circle K	421 TYVOLA RD	Y		Y				Y	704-525-8024	181883
	SAM'S MART #077	Shell	3305 SCOTT FUTRELL DR	Y		Y				Y	980-219-7401	870202
	CIRCLE K #8357	Circle K	507 LITTLE ROCK RD	Y						Y	704-399-7818	934679
27	7-ELEVEN 35568	Mobil	5115 OLD DOWD RD	Y		Y	Y			Y	704-395-2919	557769



**MECKLENBURG COUNTY, NC - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)**

In City Order

	Store Name	Brand	Address	24Hr	18-Whl	Dies el	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
945	CIRCLE K#8404	Circle K	7905 SOUTH BLVD	Y		Y				Y	704-553-2837	934681
	7-ELEVEN 35569	Mobil	2514 LITTLE ROCK RD	Y			Y			Y	704-392-9030	557770
722	TIMES TURN AROUND 31	BP	2600 LITTLE ROCK RD	Y		Y				Y	704-392-1430	905807
600	CIRCLE K#5104	Shell	1308 SHARON RD W	Y		Y				Y	704-556-9345	934693
	SAM'S MART #070	Citgo	7837 NATIONAL FORD RD	Y		Y				Y	704-565-5401	333206
002	CIRCLE K #8408	Shell	100 RED ROOF DR	Y						Y	704-525-9342	934438
129	7-ELEVEN 35557	Exxon	8925 NATIONS FORD RD	Y			Y			Y	704-521-8006	557759
022	7-ELEVEN 35562	Mobil	2825 LITTLE ROCK RD	Y	Y	Y	Y			Y	704-395-1674	557763
746	CIRCLE K #3950	Circle K	15620 JOHN J DELANEY DR	Y		Y				Y	704-542-2963	888912
	SAM'S MART #204	Exxon	8924 PINEVILLE MATTHEWS RD	Y		Y				Y	704-790-2550	870214
	CIRCLE K #5114	Shell	8929 MATTHEWS-PINEVILLE RD			Y				Y	704-542-3841	934938
801	YORKMONT BP	BP	2904 YORKMONT RD		Y	Y				Y	704-329-1417	518404
860	7-ELEVEN 35561	Exxon	2901 YORKMONT RD	Y		Y	Y			Y	704-357-0701	557762
801	ARROWOOD CITGO	Citgo	7741 S TRYON ST		Y	Y				Y	704-523-9268	422859
	7-ELEVEN 35583	Exxon	8010 S TRYON ST	Y		Y	Y			Y	704-790-5540	557735
	LOVE'S TRAVEL STOP #714	LOVES	2603 SAM WILSON RD	Y	Y	Y				Y	800-655-6837	496080
217	QUICK FUEL 2601 CHARLOTTE	Unbranded	10801 TEXLAND BLVD	Y	Y	Y				Y	800-522-6287	929944
	KANGAROO EXPRESS 3941	Shell	8505 S TRYON ST	Y		Y				Y	704-587-0155	327271
804	7-ELEVEN 35546	Mobil	735 WESTINGHOUSE BLVD	Y		Y	Y			Y	704-588-1669	557768
	QT 1065	QuikTrip	2326 SANDY PORTER RD	Y		Y				Y	704-587-9490	434570
	7-ELEVEN 35584	Exxon	8315 STEELE CREEK RD	Y		Y	Y			Y	704-790-5546	557736
	KANGAROO EXPRESS 3975	Shell	9424 S TRYON ST	Y	Y	Y				Y	704-588-4047	888947
	TRILLIUM CNG - BROOKFORD ST	Unbranded	9960 BROOKFORD ST	Y					Y	Y	800-920-1166	591744
	SAMS MART #105	Mobil	9308 STEELE CREEK RD	Y	Y	Y				Y	704-999-9999	589352
	7-ELEVEN 35582	Exxon	12710 S TRYON ST	Y			Y			Y	704-790-5543	557734
	CIRCLE K #3270	Circle K	18635 OLD STATESVILLE RD	Y		Y				Y	704-895-5550	361753
012	CIRCLE K 3947	Marathon	20008 W CATAWBA AVE	Y		Y				Y	704-987-5019	888924
601	7-ELEVEN 35552	Exxon	19128 W CATAWBA AVE	Y		Y				Y	704-895-5250	557720
	CIRCLE K #3121	Circle K	4505 HYLAS LN	Y		Y				Y	704-947-8006	334670
	7-ELEVEN 35592	Exxon	9502 MOUNT HOLLY HNTSVILLE RD	Y			Y			Y	704-790-2584	557740
915	7-ELEVEN 35544	Exxon	9701 SAM FURR RD	Y						Y	704-892-5779	557757
841	7-ELEVEN 35549	Exxon	12906 ROSEDALE HILL AVE	Y	Y	Y				Y	704-947-3722	557752
212	CIRCLE K #5102	Shell	9101 SAM FURR RD	Y						Y	704-895-8991	888729
	SM #108	Exxon	10343 CANE CREEK DR								704-563-3995	510829
	TIMES TURNAROUND 50	BP	14910 HWY 73			Y				Y	704-584-0253	605392
612	CIRCLE K #5113	Shell	3424 MATTHEWS MINT HILL RD	Y		Y				Y	704-845-2079	888716
	7-ELEVEN 35594	Exxon	11208 E INDEPENDENCE BLVD	Y		Y				Y	980-245-9185	557742
	7-ELEVEN 35593	Exxon	1700 WINDSOR SQUARE DR	Y						Y	980-245-9182	557741
	KANGAROO EXPRESS 3925	Shell	100 E JOHN ST	Y		Y				Y	704-847-3198	888918
851	SAM'S MART #023	Shell	668 W JOHN ST	Y		Y				Y	704-845-1260	905377
	QT 1028	QuikTrip	10621 MONROE RD			Y				Y	817-877-4237	434560
	SPEEDWAY 7975	Speedway	13354 ALBEMARLE RD	Y		Y				Y	704-573-0557	339020
	SAM'S MART #079	Exxon	10222 JOHNSTON ROAD		Y	Y		Y		Y	704-752-3935	910178
689	7-ELEVEN 35564	Mobil	105 S POLK ST	Y		Y	Y			Y	704-227-0270	557729
881	BM FOODMART SHELL	Shell	12740 LANCASTER HWY			Y				Y	704-341-8443	695382
<b>FUELMAN ACCEPTANCE SITES IN MECKLENBURG COUNTY, NC</b>				<b>152</b>	<b>21</b>	<b>141</b>	<b>36</b>	<b>2</b>	<b>5</b>	<b>192</b>		

**24/7 Customer Service & 24/7 Voice Authorization Call Center Support for Merchants & Cardholders**

- Customer Service will be available 24/7 from our Call Center, available at 1-800-877-08000.
- We make available our 24 Hour Fuelman Voice Authorization Center (Help Desk) at 1-800-877-9013. The Help Desk number is

printed on the back of all Fuelman cards and is available to assist merchants and cardholders perform manual voice authorizations in the event of broken card or Point-of-Sale equipment.

**Strategic Partner Generator Ready Locations with Auxiliary Power**

Our large chain-wide acceptance merchant QuikTrip (QT) has acknowledged in pre-bid communications that they have 25 stations in the Charlotte market that they classify as

“Crisis Priority Stores”. QT says that these stations are already “Generator Ready” and that in the event of natural disaster causing widespread power outage, if the stations lose power, then QT will install auxiliary power. QT has provided FleetCor a list of stores in Charlotte that will remain open during a wide spread outage, which we will provide the City if awarded the contract.

**Scope Item 3.11 Exception Taken to Additional Retail Fueling Location Requirements (Regarding requirement to Position Personnel at Locations to Manually Capture Transactions in event Electronic Capture is not Available).**

Please realize that FleetCor takes exception and would not agree to position its personnel onsite at locations to manually capture transactions in the event electronic capture is not available. QuikTrip has confirmed that they have backup for POS system connectivity. For example, primary credit card processing occurs on Internet, with backup processing on Cellular connection if Internet connectivity is lost during emergency. Also, since QT offers 25 locations instead of bid requirement of 4, the City will have more choices in the event POS system connectivity is down at some stations.

Language change needed to 3.11 as follows:

- The Service Provider shall work closely with City personnel to develop a minimum of four (4) additional strategic partner locations, as agreed upon between the City, and the Company that are generator ready with auxiliary power and card reading capabilities in the event of any disaster ~~and allow the Company to position their personnel onsite to manually capture transactions in the event electronic capture is not available.~~

**Exceptions Email or Text Message Alerts for Non-Fuel (Fleet Supplies), Misc. Purchases or Concessions**

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

- Exceptions Alerts are established at the Customer ID Level within the system.

- Exceptions Email or Text Message Alerts are generally sent once per hour throughout the day.
- Exceptions Email Alerts will occur when a cardholder successfully completes a transaction that exceeds a report limit or denial limit for the vehicle/card.
- Exceptions Email or Text Message Alerts can be sent to up to two (2) persons on each account (Customer ID/Department).
- Exceptions Email or Text Message Alerts can be tailored to include All Exceptions or you can select from the list only the particular exceptions recipient desires to receive.
- **As a “Best Practice”, FleetCor recommends that Customers should always receive the following Exception Alerts to help quickly identify potential fraud or theft:**
  - Code #108003 - Veh is restricted from purchasing this fuel
  - Code #108004 - Fuel volume exceeds vehicles tank capacity
  - Code #108005 - Vehicle has exceeded its cycle fuel limit
  - Code #108006 - Vehicle has exceeded its daily fuel limit
  - Code #108010 - Veh has exceeded its daily transaction limit
- **Odometer Error Exceptions.** For the ITB requirement regarding “odometer reading is outside user defined minimum or maximum miles driving range”, the system will automatically flag as an exception, if the cardholder enters an odometer that is “Out of Sequence”, which is Exception Code 108011 - Odometer entry is out of sequence. **We highly recommend that the City utilize this Exception for monitoring bad odometer entries by cardholders.**
  - The system does offer the ability to establish “Expected Miles” range, but most customers find that trying to keep up with this is just too much work, and when it is set, it can cause exceptions flag clutter on the reports because drivers often do not adhere to driving vehicles within the expected miles between fueling.

**NOTE: If account is utilizing iFleet User Interface (which we plan to transition the City to in near future), the authorized card administrator can modify the Exceptions Alerts they desire to receive. Until this transition to iFleet occurs, upon request to your assigned Account Manager, FleetCor will add or modify the Exceptions and Denials Alert reporting established on your account.**

**Scope Item 3.11 Exception Taken to Additional Retail Fueling Location Requirements (Regarding Allowing for up to \$25 in Automotive Goods and Services when Other Non-Fuel Purchases (Brake Fluid) is not Allowed).**

The ITB requires the City to be able to purchase other automotive goods and or services such as engine coolant, transmission fluid, or washer solvent not to exceed twenty-five dollars (\$25). However, in the requirements in bullet points immediately prior, the ITB states that one certain automotive supply item (Brake Fluid) shall never be allowed.

- The requirement to not allow Brake Fluid cannot be exactly met due to a system limitation.
- Consider that Denial and Report dollar limits for three purchasing categories can be established in the system for: 1) Fleet Supplies, 2) Fleet Services, and 3) Miscellaneous Purchases. Brake Fluid would be considered a “Fleet Supplies” item.

- Dollar Limits cannot be established for a particular type of non-fuel product (like Brake Fluid), they can only be established on these three purchasing categories. So, if we must allow the City to purchase up to \$25 for Fleet Supplies, then we cannot stop the purchase of Brake Fluid (which would be considered a Fleet Supplies item).

Language change needed to 3.11 as follows:

- Subject to Merchant's POS Authorization limitations, as detailed in the City Onsite Fueling Location Attachment, for fuel cards identified by the City as restricted from purchases of Fleet Supplies, any attempt to purchase any of the following restricted items shall trigger an alert to the City Designated alert recipient for the corresponding Cost Center/Account:

- ~~Brake fluid-Fleet Supplies~~
- ~~Other items as restricted by the City during the term of this Contract~~ Fleet Services
- Miscellaneous Purchases

If City designates for the card to be able to purchase up to \$25 of Fleet Supplies or Fleet Services as specified below, this provision shall not apply.

- Other automotive goods and or Services such as engine coolant, transmission fluid, or washer solvent shall be provided to the City at their retail price not to exceed twenty-five dollars (\$25). These goods and/or services must be installed or performed on the vehicle at the time of purchase. ~~Brake fluid is not to be sold or offered for purchase.~~

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

Cust#: [REDACTED] Name: [REDACTED] SHERIFF


By Exception:  Same For All Exception

Delivery Method 1: email Destination 1: MO [REDACTED].COM  
 Delivery Method 2: email Destination 2:

Pick Individual Exception

	Delivery Method 1	Destination 1	Delivery Method 2	Destination 2	Select
fuel	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
limit	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
limit	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
limit	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
limit	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
on limit	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
week	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
day	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
this veh	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
t veh	Email	[REDACTED].COM	Email	[REDACTED].COM	<input checked="" type="checkbox"/>
lay	Email	[REDACTED].COM	Email	[REDACTED].COM	<input type="checkbox"/>
	Email	[REDACTED].COM	Email	[REDACTED].COM	<input type="checkbox"/>
	Email	[REDACTED].COM	Email	[REDACTED].COM	<input type="checkbox"/>
me	Email	[REDACTED].COM	Email	[REDACTED].COM	<input type="checkbox"/>
capacity	Email	[REDACTED].COM	Email	[REDACTED].COM	<input type="checkbox"/>

View All

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

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## Scope Item 3.12 Consignment Fuel Purchases.

### ITB Specification

#### 3.12. Consignment Fuel Purchases.

The Company shall ensure the following Products shall be available for consignment purchase by the City, as per the requirements detailed in Section 3.4.1:

- Fuels A, E, G, H, I

### FleetCor Response

#### **Mansfield Oil Company (FleetCor's Fuel Supplier Subcontractor)**

To provide consigned fuel inventory services, bulk fuel deliveries and emergency generator deliveries to the City and County owned tank locations, FleetCor will utilize the services of Mansfield Oil Company of Gainesville, Inc. (herein "Mansfield Oil" or "Mansfield"). Mansfield agrees to supply and make available sufficient inventory and delivery of bulk volumes of fuels notated in ITB. Mansfield will own the consigned fuel inventory in Customer bulk fuel tanks. For Bulk Fuel or Generator deliveries, Mansfield will coordinate those deliveries, typically with experienced carriers it utilizes in the Charlotte market, including experienced tank wagon delivery partners for the smaller, less-than-truckload orders.

Mansfield is North America's largest delivered fuel supplier, providing 3 billion gallons annually to 8,000 customers across every US state and Canadian province. With over 7,250 unique supply points and over 1,500 delivery partners, Mansfield provides reliable supply even amidst emergency market conditions. Mansfield can provide deliveries from outside of regular supply markets during supply disruptions subject to additional freight charges; this emergency supply availability would be extended to the City upon award of this contract.

The City of Charlotte is very familiar with Mansfield and the quality of service they provide. As the existing fuel supplier to FleetCor under current and prior Fuel Supply Products, Fuel Cards, and Related Services contracts, Mansfield has performed excellently to provide consigned fuel and bulk fuel/generator deliveries when requested by the City. Mansfield Oil currently owns all fuel inventories at the City- and County-owned onsite consignment locations identified in the ITB. If FleetCor is awarded this contract, there will be no reason to transition ownership of fuel inventories at these locations since Mansfield already owns it.

For reference, Mansfield Oil's address, contact information and website are shown below.

Mansfield Oil Company of Gainesville, Georgia  
1025 Airport Parkway SW  
Gainesville, GA 30501  
Primary Contact Person: Kelly Barron, Sr. Strategic Client Relationship Manager  
Phone: 678-450-2121  
Email: [kbarron@mansfieldoil.com](mailto:kbarron@mansfieldoil.com)  
Website: [www.mansfieldoil.com](http://www.mansfieldoil.com)

Secondary or Backup Contact Person: Josh Young, Strategic Account Consultant  
Phone: (610) 952-3798  
Email: [jyoung@mansfieldoil.com](mailto:jyoung@mansfieldoil.com)

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### **About Diesel Exhaust Fluid (DEF) on Consignment, Connectivity Costs and Pricing**

We find that 3.12 does not list Diesel Exhaust Fluid as being needed on consignment. However, we notice that REQUIRED FORM 4 – PRICING WORKSHEET, does request pricing of Diesel Exhaust Fluid as a “Consignment Fuel”. Therefore, we felt like our response here to 3.12 was the best place to explain DEF on consignment, and how FleetCor and Mansfield propose the pricing to work. Please consider the following elements:

- **DEF Connectivity Costs**

Consignment DEF requires a location having a working Centeron ATG monitor and connectivity to the FuelMaster (card reader) Unit. Costs for installation of this equipment can vary based off existing equipment, quantity of hoses, distance between different component parts, and other factors. A general estimate for connectivity is \$800 for a Centeron Unit and \$2200 for connectivity to the FuelMaster Unit. Actual price of install would be charged to the City after completion of the upgrade project.

- **DEF Initial Pricing**

The Mansfield Oil base price of bulk delivered DEF for City of Charlotte (which we would establish as a virtual rack price) will begin at 1.48 a gallon, plus FleetCor markup. This price assumes an installed tote for delivery is already in place. If Totes are not currently owned, Mansfield/FleetCor will arrange to deliver a DEF tote. The initial delivery will be priced to include the cost of the DEF tote, after which the price will be reduced as the City of Charlotte assumes ownership of the DEF totes.

- **DEF Pricing Adjustment**

DEF pricing will adjust at a rate of \$0.0015 per gallon for every \$1.00/ton movement in the previous month’s average NOLA-US Granular Barge price for Urea as published by Green Markets. For example, if NOLA were to decrease by \$20.00 per ton in the previous month’s average, the following month’s pricing would adjust downward by \$0.03 cpg ( $\$20.00/\text{ton} \times \$0.0015 = \$0.03/\text{gallon}$ ; pricing will be rounded up or down to the nearest penny). The initial NOLA benchmark price will be provided upon the start of service.

### **Scope Item 3.13 Additional Consignment Fuel Requirements.**

#### **ITB Specification**

#### **3.13. Additional Consignment Fuel Requirements.**

##### **3.13.1 Delivery.**

The Company must deliver fuel to City locations within twenty-four (24) hours of receipt of order from City Representative. This requirement is 24/7, and includes orders made on weekends, nights, and holidays.

For large volume orders, the Company shall supply a minimum of 2000 gallons every twenty-four (24) hours until order is fulfilled.

Fuel orders for emergency generators or any orders to City identified Critical Locations must be filled within six (6) hours, or supplied in 2000 gallon increments every six (6) hours until the order has been fulfilled. The Company agrees that time is of the essence in delivering Fuel orders for emergency generators or other City defined Critical Locations.

The Company shall be responsible for placing all fuel purchased on a consignment basis in specified tanks at each Onsite Fueling Location per instructions provided by the City at the time the order is placed.

Alternatively, the Company shall monitor fuel tank levels, and shall refill as needed when the tank level dips below capacity, as determined by and between the Company and the City. The City may still request as-needed deliveries with the response times detailed above, but it is the Company's responsibility to monitor tanks to schedule deliveries appropriately for tanks with Card Readers and monitors in place. This requirement does not apply to Bulk Fuel deliveries.

The Company shall ensure the following Products shall be available for consignment purchase by the City, as per the requirements detailed in Section 3.4.1:

### 3.13.2 Payment.

The City will reimburse the Company for the fuel at designated City Onsite Fueling Locations as fuel is issued to City vehicles after an invoice is submitted to the City. Fuel purchases for the City shall not be commingled, and must be invoiced separately. This invoice must be reconcilable with the electronic transmission of data at the time the fuel products are purchased/dispensed.

The Company shall be responsible for installing electronic devices to record transactions and other necessary data at these locations, per equipment identified in the City Onsite Fueling Location Attachment.

#### Addendum #2, Item #4, Specification 3.13.1 Delivery

##### **Service Provider Question:**

Can the City provide a list of locations and tank sizes for the 6 hour deadline for filing critical locations requirement?

##### **Answer:**

The critical onsite fueling location are listed on page 105 within the Sample Contract section of the ITB.

##### **FleetCor Response**

As explained in our response to ITB Requirement 3.12, FleetCor will utilize our experienced and highly qualified subcontractor Mansfield Oil, to provide sufficient consigned fuel inventory and deliveries of fuel to City owned tanks established to receive consigned fuel services. The consigned fuel purchases will be billed in the City's Fuelman billing, and these transactions shall be integrated in the billing and fleet management reports with off-site retail purchases, providing ability to accurately capture odometer and track vehicle mileage whether transactions occur onsite or at offsite retail locations.

In sub-articles below we define any exceptions FleetCor or Mansfield requires to the Delivery specifications.



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**Scope Item 3.13.1 Delivery - Exception or Modification to Specification (Regarding Generator Fuel listed in this requirement not supplied on Consignment).**

We pointed out in written questions that the third paragraph in 3.13.1, which is under a section called “Additional Consignment Fuel Requirements” references Generator Fuel. Generator Fuel will not be supplied on consignment. Any specifications for Generator Fuel need to be put under section 3.14 entitled Onsite Generator Fuel.

Language change needed to 3.13.1:

Fuel orders for ~~emergency generators or any~~ orders to City identified Critical Locations must be filled within six (6) hours, or supplied in 2000 gallon increments every six (6) hours until the order has been fulfilled. ~~The Company agrees that time is of the essence in delivering Fuel orders for emergency generators or other City defined Critical Locations.~~

**Scope Item 3.14 Onsite Generator Fuel.****ITB Specification****3.14. Onsite Generator Fuel.**

The City has various locations with onsite Generators requiring Fuel. During the term of the Agreement, these locations may request the Company to deliver a set quantity of Fuel to their location to refill the generator tank(s).

The Company shall deliver fuel within the response times indicated in Section 3.13.1 for Consignment Fuel purchases.

The Company shall invoice the City upon delivery for the full amount of the delivered Fuel.

For additional information regarding delivery of Fuel to City locations, refer to the City Onsite Fueling Location Attachment.

An initial list of locations requiring Onsite Generator Fuel shall be provided to the Company by the City. Additional locations may be required during the term of the Agreement, and shall be provided to the Company at the time of request.

**FleetCor Response**

As previously explained in response to ITB Requirement 3.12, FleetCor will utilize our experienced and highly qualified subcontractor Mansfield Oil, to provide Onsite Generator Fuel deliveries and other Bulk Fuel Deliveries to the City. Mansfield has a large network of fuel carriers and they have delivery company in Charlotte that specializes and has experience in small tank wagon deliveries to the City’s Generator locations.

For billing these deliveries, Mansfield provides all delivery details to FleetCor for appropriate billing. FleetCor has established all Bulk Delivery and Generator Locations in our system with unique Fuelman Site IDs. We utilize a Fuelman card issued on the Fuelman account that manages the particular facility and bill the bulk delivery transaction to that card through the established appropriate Fuelman Site ID. This allows reporting to the City identifying the Bulk/Generator Purchases by location, billed to the appropriate cost center. The Bulk and Generator fuel delivery purchases are integrated with all other ordinary retail and consigned fuel purchases on the account.

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**Scope Item 3.15 Bulk Fueling Location Fuel Purchases.****ITB Specification****3.15. Bulk Fueling Location Fuel Purchases.**

The Company shall ensure the following Products shall be available for Bulk purchase by the City, as per the requirements detailed in Section 3.4.1:

- Fuels E, G, and H

Bulk Fuel deliveries, including tankwagon deliveries to generators, shall be billed based on the OPIS Rack Average Price on Day of Delivery.

**Addendum 1 Modification:**

Modification:

The bullet point in this section is modified to include Fuels A., B., and C. It should now read as follows:

- Fuels A, B, C, E, G, and H

**FleetCor Response**

As previously explained in response to ITB Requirement 3.12, FleetCor will utilize our experienced and highly qualified subcontractor Mansfield Oil, to provide Onsite Generator Fuel deliveries and other Bulk Fuel Deliveries to the City. Mansfield has a large network of fuel carriers and they have carriers in Charlotte with experience delivering to the City's bulk locations.

For billing these deliveries, Mansfield provides all delivery details to FleetCor for appropriate billing. FleetCor has established all Bulk Delivery and Generator Locations in our system with unique Fuelman Site IDs. We utilize a Fuelman card issued on the Fuelman account that manages the particular facility and bill the bulk delivery transaction to that card through the established appropriate Fuelman Site ID. This allows reporting to the City identifying the Bulk/Generator Purchases by location, billed to the appropriate cost center. The Bulk and Generator fuel delivery purchases are integrated with all other ordinary retail and consigned fuel purchases on the account.

**Scope Item 3.16 Mobile Wet Hosing Bulk Fuel Delivery.****ITB Specification****3.16. Mobile Wet Hosing Bulk Fuel Delivery.**

Bulk Fuel Deliveries made by the Service Provider or the Company's Mobile Wet Hosing Subcontractor, as required per Section 3.30.6, shall be billed based on the OPIS daily Rack Rate.

**FleetCor Response**

To provide "Wet Hosing" (Mobile Fueling) deliveries to the City of Charlotte, FleetCor will utilize the services of Jacobus Energy, LLC who does business as Jacobus Energy Mobile Fueling (herein "Jacobus" or "Jacobus Energy"). Jacobus agrees to supply and deliver the Wet Hosing

fuel supply requested in the ITB, and they have reliably provided these services to the City of Charlotte Sanitation Department under prior/current similar as our subcontractor since 2012.

For reference, Jacobus Energy's address, primary contact person and website are shown below.

Corporate Office  
11815 West Bradley Road  
Milwaukee, WI 53224

Charlotte Office  
5530-A Hovis Road  
Charlotte, NC 28216

Primary Contact Person:  
Pat Lehman, Senior Fuel Management Consultant  
Jacobus Energy  
Cell: 336-553-8684  
Email: [plehman@jacobusenergy.com](mailto:plehman@jacobusenergy.com)  
Website: [www.jacobusenergy.com](http://www.jacobusenergy.com)

Key points about Jacobus Energy include:

- Jacobus Energy offers the experience and technology to provide fueling services that will benefit both the City of Charlotte and those you serve. Jacobus understands that reliable fueling is critical to your operations where service turnaround is measured in hours, not days.
- Jacobus Energy has a long history working with the City of Charlotte, including CATS, the Charlotte Fire Department, Solid Waste Services, Building Services, and more. As a result, they are familiar with your specific fueling needs.
- Jacobus Energy has decades of experience delivering fuel to customers when reliable fueling is a necessity. Utilities following a natural disaster, municipalities, food service companies that require uninterrupted truck refrigeration, and logistics companies all rely on Jacobus Energy.
- Jacobus Energy's extensive geographic footprint means that we have assets in 14 states with the ability to transfer trucks and drivers to other states should the need arise.
- Jacobus has been delivering fuel for over 100 years. No other fueling company offers this level of experience, longevity, and knowledge of the industry.
- These specialized departments ensure reliable service:
  - Logistics Center - staffed around the clock to support fuel delivery drivers and ensure accurate, timely deliveries.
  - Health, Safety & Environmental team - monitors and enforces strict safety and environmental standards.
  - Supply, Wholesale and Trading Department - works closely with many different suppliers to ensure that you will receive the highest quality products (ULSD and DEF), purchased to optimize your pricing.
- Jacobus' ground-breaking technology ensures that the City of Charlotte will receive the correct fuel, at the time that it is needed, and that invoicing will be accurate.

- Jacobus' billing staff are trained on the process for submitting the delivery transactions to the Fuelman authorization and processing system, for effective, timely billing of mobile fuel deliveries.
- Jacobus understands the intricacies involved with the Fuelman billing, and has the processes in place to make sure its Unit database is updated and synchronized with the Fuelman cards assigned to the Units, for proper billing of deliveries over on the Fuelman billing system.
- Currently 99.5% of all orders are processed correctly by the end of each driver's shift. Service levels are continually monitored by the Jacobus Energy Logistics Center. No other fueling company offers this level of security and accuracy, the result of the Company's automated fueling process.

➤ **The Jacobus Energy Difference: Delivery Automation**

- Jacobus Energy has invested in cutting edge technology to enhance and continually improve customer satisfaction.
- **Accuracy and Fraud Prevention.** All Jacobus customer equipment is bar coded, and before fueling, a Jacobus Energy delivery driver must scan the bar code. The scanning mechanism controls a valve on the delivery truck. The valve will not open unless a bar code is scanned. Each bar code is encoded with information such as product type and tank size. The pumping mechanism on the truck will not operate if a driver attempts to deliver an incorrect product that does not correspond to the product encoded on that bar code.
  - After fuel has been delivered for a bar code, the pumping mechanism shuts off, and cannot be opened until another bar code is scanned.
  - The Jacobus Energy difference: Other fueling companies may deliver using bar code technology, but there is less control. A Jacobus Energy driver must scan a bar code for every unit fueled. Other companies can scan one bar code and continue to fuel multiple pieces of equipment afterwards, leading to inaccuracies and potential fraud.
  - Each Jacobus Energy bar code scan is stamped with a GPS and date/time stamp for additional control.
- **Reliability.** Truck automation allows Jacobus Energy managers to track truck location, driving speed, and activities (for example, if a truck's pumping mechanism has been activated), and sends alerts and alarms to managers if there is a risk of a delayed delivery. The system increases truck safety, deters fraud and allows dispatchers to route trucks efficiently.
- Jacobus Energy offers either paper or electronic delivery tickets for maximum customer convenience. The delivery tickets provide both a summary of fuel delivered and the detail (product and quantity) delivered to each unit.

**Scope Item 3.17 Fleet Credit Cards.**

**ITB Specification**

**3.17. Fleet Credit Cards.**

The Company shall issue the City fleet credit cards ("Fleet Cards") able to purchase fuel Products and Services at Company's Retail Fueling Locations and through Card Readers provided at each

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City Onsite Fueling Location. Approximately, 6,500 City vehicles will require fleet credit cards for purchasing Fuel Products and Related Supplies.

**The Company shall have a local representative to handle issues related to the Fleet Card Program, manage training services, and distribution of new and/or replacement cards to City users.**

### **FleetCor Response**

With Fuelman as the City's chosen contractor, all accounts, cards, and Driver IDs are already in place and can continue being used.

FleetCor does have a local representative (Mark Roberts, our Director of Bids & Contracts), whom we could make available to handle issues related to the Fleet Card Program, or manage training services and distribution of new accounts or cards. However, we also have assigned to the City certain individuals including a Government Relationship Manager (Janet Ward), and an Account Manager (Kion Davidson). We have provided information about these staff members and their roles in the Required Form 6 (Company's Background Response). These staff members do not live or work locally, but if necessary, we can have them travel to support Mark Roberts to provide the services specified in 3.17. Please note that for replacement cards, or new cards ordered on an existing account, we ship those cards directly to the appropriate City department (card program administrator) placing the order.

### **Scope Item 3.17.1. Card Issuance.**

#### **ITB Specification**

##### 3.17.1 Card Issuance.

- The Company shall supply original fleet credit cards for City vehicles, and shall provide replacement cards at no additional cost to the City for the term of this Contract.
- The Company shall coordinate scheduling of card issuance with each City department. The Company must provide a one card system for the City.
- The Company shall limit authorized purchases to City authorized Fuels, Fuel Supplies, and related products only.
- Replacement of expiring cards a minimum of sixty (60) days prior to expiration.
- The Company shall stagger Fleet Card expiration dates to keep large volumes of cards from expiring on the same date.
- New and replacement cards (for lost, stolen, etc.) must be issued within two (2) business days, at no additional charge to the City.
- The Company and authorized City users shall have the ability to lock future purchases on a card or PIN immediately upon notification by the City. The City accepts no liability for subsequent purchases made with locked out card or PIN,
- The Company shall terminate fleet credit cards issued under this Agreement within twenty-four (24) hours of notification by the City.
- The fleet credit card issued must be uniform in appearance for the entire City. Size of imprinted characters on the card must be acceptable to the City.

- All fleet credit cards shall have either magnetic striping, RFID tags, chip enabled or other electronic means of identification and shall define the fuel products valid for that card.
- Include Protective Sleeve included with all cards (hard plastic case to protect card, with option for ring, rubber attachment, etc.).
- Upon request by City, the Company shall provide spare cards at initial issue or at time of request during the term of this Contract that may be activated by the City from the Fleet Card Management System. Spare cards shall be activated by authorized City users in the Fleet Card Management System.
- City shall have the ability to monitor the Fleet Card system to keep the list of City fleet card users current and up-to-date. Company agrees to work with City to keep the list of Fleet Card users updated and accurate. Response from Company is needed within a two business day time period to keep the Fleet Card user list current.

### **FleetCor Response**

Other than what we believe is a minor exception noted below, FleetCor will meet or exceed the requirements outlined in 3.17.1. Consider the following:

- 1) With Fuelman as the City's chosen contractor, all accounts, cards, and Driver IDs are already in place and can continue being used. The City will not experience delays or wasted time and cost of implementing a new program.
- 2) We agree to provide any new replacements of cards or new cards ordered by the City at no additional cost to the City.
- 3) The Fuelman Fleet Card is a one card system. It uses dual component authorization for security, meaning to complete a transaction the cardholder must have a Valid, unlocked card and a valid unlocked Driver ID (PIN) to complete a transaction.
- 4) The Fuelman Fleet card program allows the City to implement tight purchase controls which we explain in greater detail for response to 3.17.2 (Card Restrictions).
- 5) Our standard operating procedure is an automated process runs to renew expiring cards in the month prior to expiration date. So generally for a Card expiring at end of July, we are renewing and sending expiring cards typically by middle of June. Upon request to the Account Manager assigned to the City, we can arrange to renew the expiring cards earlier (i.e. 60 days), however the automated renewal process may be slightly shorter than 60 days.
- 6) We generally set cards to expire every 4 years, and we have over time established varying expiration months on City accounts so that they do not all expire at same time. The expiration cycle is established at the Customer ID level in the system, allowing us to vary expirations for the various City business centers.
- 7) New or Replacement card orders are typically issued (meaning shipped from our card production fulfillment vendor's facility) within 2 business days of the order being submitted in the system. Standard card delivery (U.S. Mail) is provided at no charge. Authorized card administrators can select Expedited Delivery (Next Day Air, or 2<sup>nd</sup> Day Air), however standard shipping rates apply - currently \$35 for Next Day, \$25 for 2<sup>nd</sup> Day (rates subject to change).
- 8) The online system provided to authorized City card program administrators, allows for immediate locking of Cards and Driver IDs. Or the City may request immediate locking of cards or Driver IDs through the assigned Account Manager to the City, or through

our toll free 24/7 customer service line. We understand and can agree that the City accepts no liability for subsequent purchases made with locked out card or PIN.

- 9) We can lock the City's cards or accounts within 24 Hour notification to do so.
- 10) The Fuelman Fleet Card issued to the City will be uniform in appearance. In past, the City has received our standard Fuelman Public Sector card image (see below). We do reserve the right to modify that card image from time-to-time. The current card image being used is shown below on the left. This recently released card image is replacing the image shown right.

**Current Image**



**Prior Image (being phased out)**



- 11) The Fuelman Fleet Card program is currently a mag-stripe card program. We are working on a Chip enabled card program, however it likely will not be released or made available until sometime after the deadline retail gasoline stations are required by bank card networks to implement equipment changes/upgrades for EMV Chip card acceptance at the pump. Currently this deadline has been extended to April 1, 2021 by all the major bank card networks. Most stations today are unable to accept EMV Chip and PIN at the pump.
- 12) FleetCor can and will provide spare cards upon request. We have successfully done this for the Charlotte Police Department for many years.
- 13) In the online system, FleetCor has established certain lead card program administrators at the City with a master login allowing them to see all City accounts. With this login, these individuals should be able to monitor those accounts to make certain the appropriate City personnel are assigned. Additionally, upon request FleetCor will provide lead managers at the City a master list of the authorized persons assigned to each City account. FleetCor agrees to work with City to keep the list of Fleet Card users updated and accurate. We will respond within two business days for requests to update or change. These types of requests should be directed to the Account Manager assigned to the City, Kion Davidson ([kidavidson@comdata.com](mailto:kidavidson@comdata.com)) with copy to Janet Ward ([janet.ward@fleetcor.com](mailto:janet.ward@fleetcor.com)).

**Scope Item 3.17.1. Exceptions taken to 3.17.1 Card Issuance (Regarding Hard Plastic Cases/Card Protective Sleeves).**

We must take exception to the requirement to provide hard plastic cases (card protectors). Hard plastic card protective sleeves are not offered by FleetCor and will not be shipped with card orders. In the past we have been able to locate vendors that sell card supply items (in larger gross quantities) directly to customers. This could include hard plastic or cheaper vinyl plastic card holders with chains. This may be a more sensible way for the City's card program administrators to keep plastic cardholders and chains in supply. We may be able to ship the City's card program administrators a limited supply of cheaper vinyl plastic card holders and

paper protective sleeves however availability is not guaranteed. You can direct these requests to Janet Ward ([janet.ward@fleetcor.com](mailto:janet.ward@fleetcor.com)).

Language change needed to 3.17.1

- ~~Include Protective Sleeve included with all cards (hard plastic case to protect card, with option for ring, rubber attachment, etc.).~~

### **Scope Item 3.17.2. Card Restrictions.**

#### **ITB Specification**

##### 3.17.2 Card Restrictions.

The following restrictions shall be placed on City Fleet Cards. Any restrictions MUST be enforced for all purchases made using the Fleet cards, including retail purchases at the pump and in store, as well as purchases of Consigned Fuel at City Onsite Fueling Locations.

- The City shall be able to set a tank gallon maximum on each individual vehicle card and/or employee pin.
- The maximum fuel that can be obtained at each fueling and the maximum fuel that a vehicle can receive each day is to be encoded on the vehicle card, and will lock out the vehicle from receiving additional fuel if either of those parameters are exceeded.
- The maximum number of transactions that a vehicle can be fueled in one day is to be encoded on the vehicle card, and will lock out the vehicle from receiving additional fuel if the parameter has been exceeded.
- There shall be a type of fuel or fuels designated for each individual vehicle card so that each vehicle can be restricted to using only one type of fuel, two types of fuel, three types of fuel or all fuels, etc. The option to purchase multiple fuel types must be included in this program, and final decisions regarding limitations on a per-card basis shall be at the discretion of the City. Attempts to purchase restricted fuel types shall trigger an alert to the City Designated alert recipient(s) for the corresponding Cost Center/Account.
- Each fuel card transaction shall read the previous odometer reading as recorded by that vehicle. If the odometer reading is outside of a user defined minimum or maximum miles driven range since the last fueling, the system shall generate an exception. For those Authorized Users set up to receive exceptions via alert, email, or other method, the exception shall be immediately transmitted to them. The Fleet Card Management System shall send an error report to each City cost center or account for all exceptions on a weekly schedule.
- The Fleet Card Management System shall allow City Departments with Onsite Fueling Locations to provide permissions to users at the user level, division level, Department level, or Citywide level to purchase from their tanks on a per tank/fuel type basis. Users may have allowances at none, one, or more onsite locations to purchase Consigned Fuel on their fleet card.

#### **FleetCor Response**

Other than what we believe are a minor exceptions noted below, the Fuelman Fleet Card program provided by FleetCor will meet or exceed the requirements outlined in 3.17.2. The Purchase Controls (Card Restrictions) work as outlined below:



Currently, the online system the City utilizes, establishes purchase controls (card restrictions) at the individual vehicle level. In near future, we will be transitioning to a new online system in which the purchasing controls are implemented and managed through Purchasing Profiles. Customers are encouraged to group vehicles with similar purchasing profiles (desired purchasing limits) then set purchasing limits described below for each group (known as a “Purchasing Profile”). The desired Purchasing Profile is assigned at the Vehicle/Card level. Customers can establish as many purchasing profiles as needed in the system, allowing great customization capabilities. Purchasing Profile functionality makes changing future purchase controls quick and easy for hundreds if not thousands of vehicles (cards) at one time, which can be extremely helpful first responder vehicles during emergency or natural disaster events.

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

- **“Hard controls”** are purchase controls that include Denial Limits. In many cases, if the denial limit is violated, the system will literally deny the transaction or limit the purchase to the allowed gallon limit available for the vehicle/card.
  - Hard control settings are subject to the merchant’s POS Authorization Limitations. On fuel transactions, most all stations in the Fuelman Network can enforce denial limits for tank limits, daily gallon limits, and weekly gallon limits. For Daily and Weekly limits, once the limit has been exceeded, then a subsequent transaction on the day or in the week would be denied.
  - If a merchant’s POS system cannot enforce a control limit, the system will flag the transaction as having the purchasing parameter violated (flagged as an exception) which will be displayed in your Management Reporting, and if the account is established to receive Exceptions Alerts via email or text message, then you would also receive an Email or Text message alert (alerts sent hourly).
- **“Soft controls”** occur when the Customer chooses to “Allow and Report” instead of “Deny” for the control settings in our system. Or, in some cases or for certain controls, the merchant’s POS system may be unable to enforce established Denial Limits, so back-end exceptions reporting shall occur, which is also referred to as a Soft Control.
  - An example of this would be car wash purchased at the pump. You might have Weekly Fleet Services limit set at \$0.00 (meaning car wash is not allowed), but if a driver selects car wash at the pump, the POS system likely will not decline that purchase of a car wash. This is a Merchant POS Authorization Limitation, beyond FleetCor’s control.

**Available Purchase Control Limits, established through “Report” and “Deny” Limits, include:**

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

### <sup>1</sup> More about Fuel Grade Restrictions:

The system allows Customers to establish Fuel Grade restrictions by setting Fuel Group ID Codes. Below is a list of the most used Fuel Group ID Codes:

Code	Description
ALL	No Restrictions
2	Unleaded Regular
3	Unleaded Premium
4	Unleaded Plus
5	Standard Diesel #2
16	CNG

Code	Description
102	Any Unleaded (2, 3, 4, 71, 72, 73)
104	Unleaded, No Premium (2, 4, 71, 72)
105	Any Road-Use Diesel (5, 30, 33, or 34)
107	Any Off Road Diesel (28, 35, or 36)
116	Any Unleaded + CNG (2, 3, 4, 71, 72, 73, or 16)
117	Any Unleaded + E85 (2, 3, 4, 72, 72, 73, or 17)
131	Any Diesel + B20 (5, 28, 30, 33, 34, 35, 36, or 44)

**Due to merchant POS technology limitations, Fuel Grade Restrictions cannot be enforced at retail stations operating integrated POS systems (pay-at-pump).** However, purchase of wrong fuel grade is flagged as an exception in Management Reporting and if account is established to receive, it will be reported as an Exception Alert (alerts sent hourly) to the assigned program administrator(s).

### Exceptions and Denial Alert Reporting.

In response to Scope Item 3.11 entitled Additional Retail Fueling Location Requirements, we have provided explanations of the Exceptions and Denial Alert reporting with screen shot of the setup screens in the system. The Screen Print allows you to review the available exceptions alerts that can be sent by Email or Text Message.

- Exceptions Alerts are established at the Customer ID Level within the system, Customer ID sometimes referred to as “Fleet ID” in billing reports. The City has a separate Customer ID for each department, and some departments have multiple Customer IDs for cost center accounting.
- Exceptions Email or Text Message Alerts are generally sent once per hour throughout the day.
- Exceptions Email Alerts will occur when a cardholder successfully completes a transaction that exceeds a report limit or denial limit for the vehicle/card.
- Exceptions Email or Text Message Alerts can be sent to up to two (2) persons on each account (Customer ID/Department).
- Exceptions Email or Text Message Alerts can be tailored to include All Exceptions or you can select from the list only the particular exceptions recipient desires to receive.
- **As a “Best Practice”, FleetCor recommends that Customers should always receive the following Exception Alerts to help quickly identify potential fraud or theft:**
  - Code #108003 - Veh is restricted from purchasing this fuel
  - Code #108004 - Fuel volume exceeds vehicles tank capacity
  - Code #108005 - Vehicle has exceeded its cycle fuel limit
  - Code #108006 - Vehicle has exceeded its daily fuel limit
  - Code #108010 - Veh has exceeded its daily transaction limit
- **Odometer Error Exceptions.** For the ITB requirement regarding “odometer reading is outside user defined minimum or maximum miles driving range”, the system will automatically flag as an exception, if the cardholder enters an odometer that is “Out of

Sequence”, which is Exception Code 108011 - Odometer entry is out of sequence. **We highly recommend that the City utilize this Exception for monitoring bad odometer entries by cardholders.**

- The system does offer the ability to establish “Expected Miles” range, but most customers find that trying to keep up with this is just too much work, and when it is set, it can cause exceptions flag clutter on the reports because drivers often do not adhere to driving vehicles within the expected miles between fueling.

**NOTE: If account is utilizing iFleet User Interface (which we plan to transition the City to in near future), the authorized card administrator can modify the Exceptions Alerts they desire to receive. Until this transition to iFleet occurs, upon request to your assigned Account Manager, FleetCor will add or modify the Exceptions and Denials Alert reporting established on your account.**

### **Scope Item 3.17.2. Exceptions taken to 3.17.2 Card Restrictions (Regarding Weekly Exceptions Report and Permissions to Use Consigned Fuel Locations).**

- Item 1: Weekly Exceptions Report (Clarification).** FleetCor takes exception or needs to clarify how it would comply to the requirement in bullet point 5 for “The Fleet Card Management System shall send an error report to each City cost center or account for all exceptions on a weekly schedule”.
- The Fuelman program flags all exceptions on the standard Fleet Management Report (Report ID FN02) that is sent to each account for the bi-weekly billing period. The Fleet Management Report includes all purchase activity, not just the Exceptions. We can send the report on a weekly basis, but typically customers receive it for the Billing Frequency.
  - We also send Exceptions and Denial Alerts via email or text message, which are reported individually on an hourly basis, not on a Weekly report basis.
  - The online system does allow the City’s card program administrators to download an Exceptions Report on demand, so they can pull the Exceptions Report on a Weekly basis.

Language change needed to 3.17.2, fifth bullet point:

- Each fuel card transaction shall read the previous odometer reading as recorded by that vehicle. If the odometer reading is outside of a user defined minimum or maximum miles driven range since the last fueling, the system shall generate an exception. For those Authorized Users set up to receive exceptions via alert, email, or other method, the exception shall be immediately transmitted to them. ~~The Fleet Card Management System shall send an error report to each City cost center or account for all exceptions on a weekly schedule.~~ If City establishes Range limits in the system, Out of Range Exceptions shall be reported on Fleet Management Reports or in Exceptions Report downloads from the system.

- Item 2: Permissions to Use Consigned Fuel Locations (Clarification).** FleetCor takes exception to the requirement in bullet point 6 regarding: “The Fleet Card Management System shall allow City Departments with Onsite Fueling Locations to provide permissions to users at the user level, division level, Department level,

or Citywide level to purchase from their tanks on a per tank/fuel type basis. Users may have allowances at none, one, or more onsite locations to purchase Consigned Fuel on their fleet card.”

- Generally, this functionality is limited and the online User Interface does not have a place to establish limiting particular Users (Driver IDs) or Cards from accessing an onsite consigned fuel location or a particular fuel type at an onsite consigned fuel location.
- However, in past year FleetCor has implemented a new Enhanced Fraud Management System called Safer Payments, which we internally refer to as IRIS. This is a rules based system, allowing us to establish purchasing rules, such as geographic purchasing limitations (i.e. disallow purchases in certain State’s that have high occurrences of fraud) or we could even establish site specific purchasing rules. With this application, we could implement a purchasing rule, which would be implemented at the Customer ID level, whereby the rule could disallow a City account or group of accounts from being able to purchase fuel at a particular Fuelman Site ID. So, if the City wants only specific Customer IDs to be able to purchase fuel at a particular consigned location, and others not allowed, then we should be able establish such a rule. Essentially the IRIS rule would tell the authorization system to decline transactions for the applicable City Customer IDs attempting to use a location which they are not allowed to utilize. If such a rule is desired, the City should send this request to the assigned Account Manager (Kion Davidson) with carbon copy to your assigned Relationship Manager (Janet Ward).

Language change needed to 3.17.2, sixth bullet point:

- ~~The Fleet Card Management System shall allow City Departments with Onsite Fueling Locations to provide permissions to users at the user level, division level, Department level, or Citywide level to purchase from their tanks on a per tank/fuel type basis. Users may have allowances at none, one, or more onsite locations to purchase Consigned Fuel on their fleet card.~~ The Company shall assist City Departments to implement purchasing rules to limit certain City accounts from being able to purchase fuel from specific onsite consigned fuel locations.

### **Scope Item 3.18 Fleet Card Management System.**

#### **ITB Specification**

##### **3.18. Fleet Card Management System.**

The Company shall supply City authorized users with access to its Fleet Card Management System to manage, monitor, and report on fueling transactions and activities.

The Fleet Card Management System must be web-based and allow City users to log in to a secured site using secure usernames and passwords.

The Fleet Card Management System shall provide 24/7 access to real time dispensing information for authorized City users.

The Fleet Card Management System shall allow the City to set up various levels of access within the Fleet Card Management System, and to define authorized permissions for each level to edit

and/or read information in the Fleet Card Management System. Each Department should have ability to allow or restrict edit and read permissions per user, and for the Division or Department as a whole.

The Fleet Card Management System must allow for roll up of information from a reporting standpoint from the Vehicle/User Pin# level all the way up to Citywide.

#### Addendum # 1, item #10 Modification

##### **Modification:**

The paragraph below is appended to Section 3.18:

##### **Point Of Sale Purchase Requirements.**

For all Consignment Fuel deliveries to the Charlotte Douglas International Airport (“Aviation”) Company shall utilize Aviation’s existing equipment and process. Aviation requires the use of double-authentication, utilize a 2-way match User Pin / Equipment ID at the Point of Sale (“POS”). Fuel Cards will not be utilized for Aviation Consignment Fuel purchases.

##### **FleetCor Response**

Currently, under prior similar contract, the City’s authorized fleet card administrators utilize an online Fleet Management System we call FleetNetPro to administer the card program, including adding or locking vehicles (cards), ordering and replacing cards, and adding or locking employees and managing Driver IDs. Administrators use the system to access reporting, view or investigate transaction history, etc. The system includes multi-level, roles-based access controls, allowing the City to limit access to online users to just the levels of access the City desires for certain staff. The online access level is established for each individual online user, not for a Department or Division as a whole. Other than that capability, the online system generally meets and exceeds the requirements in the ITB.

In the near future, probably by end of 2020, FleetCor plans to phase out the FleetNetPro online system, as we phase in a new Customer User Interface which we refer to as iFleet. The iFleet system provides an enterprise-level solution allowing large customers to manage their fueling business, vehicles/cards, employee/Driver IDs, transactions and reporting with great security and access level controls. Features include (subject to change):

- Add/Edit/Lock or Unlock Vehicles (Cards). Locking/Unlocking of Card occurs in Real Time.
- Add/Edit/Lock or Unlock Employees (Driver IDs).
- Order Replacements for broken or worn cards.
- View or download transactions. The past 90 days of transactional data (through midnight prior day) can be downloaded from the online system into Excel.
- Access Real Time transaction data. For a specific Card, the online user can use the “One Week Snapshot” feature to view transactions for the card in real time.
- Download Exceptions Transactions and Declined or “Denial” Transactions.
- Download other fleet database information & reports such as vehicle/card and employee listings.
- View/Print/Download invoices & supporting fleet management reports for the past 12+ months.
- View/Print/Download optional management reports for the past 3 months.
- Edit/Change Purchasing Profile controls on vehicles/cards quickly.

- Multilevel Access Control, to limit certain functionality in the online system to only those authorized. Authorized administrators on an account, can manage iFleet user access for users below their user level, including add and edit online users access level (Permissions).

NOTE: For customers with multiple accounts (Customer IDs), primary fleet managers or program administrators can be set up with an iFleet logon allowing them to view all of the Customer IDs, while individual location managers can be set up to only access/manage their own department's Customer ID.

The online iFleet system works with most all typical internet browsers such as current versions of Internet Explorer and Google Chrome. There is no software required other than an internet browser and of course the user's computer will need to be connected to the internet.

### **Transition to Purchasing Profiles in iFleet versus Current/Former Online System**

Currently, the online system the City utilizes, establishes purchase controls at the individual vehicle level. In near future, we will be transitioning to a new online system in which the purchasing controls (card restrictions) are implemented and managed through Purchasing Profiles.

- The City is encouraged to group vehicles with similar purchasing profiles (desired purchasing limits) then set purchasing limits which we explained in response to ITB requirement 3.17.2 (Card Restrictions) for each group (known as a "Purchasing Profile").
- The desired Purchasing Profile is assigned at the Vehicle/Card level. Customers can establish as many purchasing profiles as needed in the system, allowing great customization capabilities. However, for easier management of the program, we recommend trying to limit the quantity of purchasing profiles on an account.
- Purchasing Profile functionality makes changing future purchase controls quick and easy for hundreds if not thousands of vehicles (cards) at one time, which can be extremely helpful for adjusting limits for first responder vehicles during emergency or natural disaster events.
- Prior to transition to iFleet Purchasing Profile setup, the Relationship Manager and/or Account Manager assigned to the City, will provide a report showing current card restrictions and recommended Purchasing Profiles to be established. The City will be able to edit and advise FleetCor of preferred changes to profiles, or simply advise us to move forward using the Profiles that will automatically be established and assigned. Of course after transition, we can refine the Purchasing Profile setups, and customize them to the City's preference.

### **Roll-up of Information from a Reporting Standpoint**

With regard to the Fleet Card Management System must allow for roll up of information from a reporting standpoint, the Fuelman Fleet Card program we provide meets this objective. We explain reporting capabilities in greater detail in our response to ITB Requirements 3.18.3, 3.18.4, and 3.18.5.

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**Scope Item 3.18 Exceptions taken to 3.18 Fleet Card Management System (regarding Access Level established at Individual User Level, not for a Department or Division as a whole).**

We must take exception to the requirement to be able to apply access level controls for a Department or Division as a whole. The online access level is established for each individual online user, not for a Customer ID or Department or Division as a whole.

Language change needed to 3.18, fourth paragraph:

The Fleet Card Management System shall allow the City to set up various levels of access within the Fleet Card Management System, and to define authorized permissions for each level to edit and/or read information in the Fleet Card Management System. Each Department should have ability to allow or restrict edit and read permissions per user, ~~and for the Division or Department as a whole.~~

**Scope Item 3.18 Exceptions taken to 3.18 Fleet Card Management System (regarding Aviation Consignment Fuel).**

Please see our response to Scope Item 3.33 where we have submitted an Exception. FleetCor has decided to “No Bid” the Charlotte Airport Consignment and Bulk Fuel portion of the ITB.

**Scope Item 3.18.1. Security and Controls.**

**ITB Specification**

**3.18.1 Security and Controls.**

The Company’s Fleet Card Management System shall include the following minimum control and security features:

- One (1) card fuel access system with approximately a four (4) digit unique card number with the ability to identify four (4) to seventeen (17) digit City equipment numbers;
- Fleet Card Management System must require an employee PIN not more than five (5) digits, identifying the driver before fuel is dispensed;
- Each Fleet Vehicle Card number must be tied to a specific City Cost Center;
- User PINs may be authorized to purchase for multiple specific City Cost Centers based on their permissions within the Fleet Card Management System;
- Enable only authorized City employees to access software in order to add, delete or edit card and/or PIN information; and
- Should have the ability to prohibit purchase of non-fuel items.

**FleetCor Response**

Other than what we believe is a minor exception noted below, FleetCor will meet or exceed the requirements outlined in 3.18.1. Consider the following:

- 1) **One Card Solution.** Fuelman is a One Card solution that has “Dual Component” authorization system. The Fuelman system requires both a valid unlocked vehicle card to be used in conjunction with a valid unlocked Driver ID which provides built in security in the system. If a card becomes lost or stolen it cannot be used without a valid Driver

ID. All fuel acceptance locations are Level 3, meaning every fueling station in the Fuelman Network will prompt for the Driver ID and Odometer.

- 2) **Unique Card Numbers and Fields for Vehicles.** The Card Number on each card will be a unique 17-digit card number.
  - The Vehicle Number Field, which prints on the face of the card, can be up to 9 characters (alpha or numeric).
  - The Vehicle Description Field, which prints on the face of the card, can be up to 30 characters (alpha or numeric). So if the City must have City equipment number up to 17 digits on the vehicle/card, it might want to use the Vehicle Description field.
- 3) **Driver IDs (PINs).** Each authorized employee allowed to use the cards, is issued a 5-digit Driver ID (PIN).
- 4) **Cards Tied to City Cost Centers.** Cards are issued to Vehicles, and Vehicles are setup within an account (Customer/Fleet ID). As incumbent bidder under prior/current similar contract, FleetCor has already established the accounts and vehicles in the system, cards are already issued and working. The account structure (hierarchy) has been customized to the City's needs. The accounts and cards can remain in place if FleetCor is awarded the contract.
- 5) **Driver IDs and Employee Restrictions Capability.** The system allows the Customer to issue Driver IDs (PINs) to each authorized employee. Since every transaction requires valid Driver ID entry, we are able to report the Employee Name for each transaction in the reporting. Also, customers can restrict which vehicles the Driver may fuel, you have a choice of the following restrictions for Employees:
  - Employee may fuel all vehicles in the account (Customer/Fleet ID) issued.
  - Employee may be limited to fueling vehicles in a single Department within an account.
  - Employee may be limited to a single Vehicle.
  - Employee may be allowed to fuel all vehicles in a group of accounts (referred to as a card sharing group).
- 6) **Authorized City Employees to Access Online System.** The City has multiple accounts (Customer IDs), and access to the online system is guided by the City's key business leaders and primary Fleet Managers we interact with in serving the City's business. In the past, we have and will continue to provide upon request, to the City's General Services Department, a list of all online users having access to the City's accounts.
- 7) **Prohibit Purchase of Non-Fuel Items (Fuel Only).** Due to Merchant point-of-sale (POS) technology limitations in the convenience store industry, no fuel card system can guarantee absolute "Fuel Only" compliance. However, we contend that due to our Fuelman proprietary system architecture and prompt exceptions reporting capability, Fuelman has the tightest authorization controls and the most success in the industry implementing Fuel Only programs for clients.
  - To establish "Fuel Only" restriction, the City would need to establish zero (\$0.00) dollar limits (Report and Deny limits) on the three Non-Fuel Purchasing Categories:
    - Fleet Supplies
    - Fleet Services, and



### Miscellaneous Purchases

- By establishing these limits at zero dollars allowed, combined with receiving Exceptions Email or Text Message Alerts, City administrators can very closely monitor activity and quickly discipline any non-fuel purchases. **Managing drivers quickly if non-fuel purchases slip through, is the key to stopping that activity.**

### Scope Item 3.18.2. Modifications to Card/User Permissions.

#### ITB Specification

#### 3.18.2 Modifications to Card/User Permissions.

- There shall be easy access to moving a vehicle or an employee pin# (identifying #) from one cost center or account to another cost center or account without having to issue a new fuel card.
- The Fleet Card Management System shall be accessible via the internet. The ability to add, edit, lock and unlock vehicle, employee information as well as query and report on all aspects of vehicle, employee, fuel usage or other pertinent data is required.

#### FleetCor Response

See exception below for requirement to be able to move vehicles or employees from one account to another.

The City will be provided an online account management system. It will include ability to add, edit, lock, and unlock vehicle and employees. The online user will be able to download/export billing and optional management reports as well as transaction history. The online user will also be able to download/export other pertinent data and information such as Vehicle/Card listings or Employee/Driver ID listings, etc.

### Scope Item 3.18.2 Exceptions taken to 3.18.2 Modifications to Card/User Permissions (regarding moving a vehicle or employee from one account to another).

The Fuelman program does not allow for a vehicle or employee to be moved from one Customer/Fleet ID account to another.

- For Vehicles, a new vehicle must be added in the other account, and issue a new card for that vehicle.
- For Driver IDs, we can card share group employee PINs, so that a PIN can work with a group of accounts. However, an Employee cannot be moved from one account to another account.

Language change needed to 3.18.2, first bullet point:

- ~~There shall be easy access to moving a vehicle or an employee pin# (identifying #) from one cost center or account to another cost center or account without having to issue a new fuel card.~~

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**Scope Item 3.18.3. General Reporting.****ITB Specification****3.18.3 General Reporting.**

The Company shall submit a subsidiary report agreeing with the summary report and categorized by cost center number to the respective City department. The report shall present similar information as described above for each purchase. The purchase shall be grouped according to vehicle number, product, and date of purchase. (Please note that some equipment uses an hour use meter rather than an odometer (mileage). The Fleet Card Management System must be able to differentiate between the two and to report similar information for each.)

Per transaction, the Fleet Card Management System must report at a minimum, the following detail:

- Date & Time of transaction;
- Identification of transaction location;
- Identification of vehicle/equipment fueled;
- Vehicle cost center;
- Pin #/Card #/User ID that created purchase;
- Odometer Reading Or Hour Meter Reading;
- Type, grade and price per gallon of fuel at time of purchase (both price at pump and actual price paid by City after discounts and taxes are removed);
- Total volume (Quantity) and dollar amount of fuel purchased;
- Item purchased (other than fuel- only authorized items), quantity purchased, and unit price of item;
- Miles traveled since last fueling and vehicle miles per gallon;
- Average Mileage OR Average hour; and
- Cost per mile OR Cost per hour.

The electronic transaction file must match the hardcopy invoice provided to the City.

**Addendum # 1, item #11 Modification****Modification:**

The paragraph below is appended to Section 3.18.3:

For all Aviation Consignment locations, Aviation will utilize a third-party vendor to transmit or send data, including tank reading and fuel levels for Consignment Tanks, to the Company. The Company shall not be required to provide, install, and/or monitor Consignment Tank equipment. Aviation will be responsible for owning and managing all fueling infrastructure and equipment, including tanks, dispensers, POS interfaces, and all other required Consignment Equipment.

**FleetCor Response**

With the exception of being able differentiate “hours use meter” versus “odometer” which we define in Exception taken below, the Fuelman system provided by FleetCor meets or exceeds the General Reporting requirements in the ITB.

FleetCor proposes to provide reporting electronically. At each billing frequency we will provide an Invoice/Statement (report ID FN01) for the main City of Charlotte account (Bill Group ID), and for each Customer ID within the Bill Group, we will provide a Fleet Management Report (report ID FN02), which is emailed to the designated fleet contact on each account. The billed amounts in the Fleet Management Reports will tie back to each Invoice/Statement for the “Current Activity” amounts billed. Additionally, we provide an Excel file with the summary breakdown of purchases by Customer ID, identifying the City Fund, Account, and Center Number to the City Finance (Accounts Payable) office. The amounts in this Excel file tie back to the Invoice/Statement (report ID FN01) which again, ties back to the Fleet Management Reports sent to each Customer/Fleet ID.

➤ **The Fleet Management Report (FN02) includes:**

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

➤ **For each transaction or for the report period, the following information is provided in the Fleet Management Report (FN02):**

- a. Vehicle Number and Vehicle description.
- b. Date and time of fueling.
- c. Location of fueling.
- d. Driver name.
- e. Odometer reading.
- f. Miles per Gallon since last transaction.
- g. Fuel Type (Product Grade) Purchased
- h. Quantity (Gallons),
- i. Net Price per gallon

- j. Taxes per Gallon
- k. Total Amount (extended amount).
- l. Exception Code for Transactions Flagged.
- m. Total consumption for the report period for each vehicle (Gallons & Dollars).
- n. Total Miles Driven for each vehicle for the report period
- o. Average MPG for each vehicle for the report period.
- p. Any Non-Fuel / Maintenance purchases are listed separately directly below the fuel transactions, enabling easy identification of non-fuel purchases.

➤ Find a Sample Fleet Management Report (FN02) behind APPENDIX 1.

**Scope Item 3.18.3 Exceptions taken to 3.18.3 General Reporting (regarding Ability to Differentiate Hour Use Meters vs. Odometer Readings).**

FleetCor must take exception to the requirement in regards to being able to differentiate Hour Use Meters as well as Odometer (Mileage): “The Fleet Card Management System must be able to differentiate between the two and to report similar information for each.”

- The system will report Hour Use Meters entered by cardholders, however the system cannot differentiate between an Odometer and Hour Use Meter. The system is designed for Odometers and POS systems at stations will prompt for Odometer, not Hours. The reporting will report whatever “Hour Use Meter” entry the cardholder entered under the “Odometer” column in reports or data files. Likewise, Hours Per Gallon would be reported under the “MPG” (Miles Per Gallon) column in reporting or data files. Except however, there is logic in the reporting that looks for the resulting Miles Per Gallon (MPG) from an Odometer Entry to exceed a set minimum (like 4 miles per gallon). Therefore, if the MPG or Hours Per Gallon fall below this logic, the MPG column will be reported with a blank and the transaction will likely be flagged as an exception for “Odometer Entry Out of Sequence”.

Language change needed to 3.18.3

The Company shall submit a subsidiary report agreeing with the summary report and categorized by cost center number to the respective City department. The report shall present similar information as described above for each purchase. The purchase shall be grouped according to vehicle number, product, and date of purchase. (Please note that some equipment uses an hour use meter rather than an odometer (mileage). The Fleet Card Management System must be able to capture the reading entered, whether an odometer reading or an hour reading. differentiate between the two and to report similar information for each.)

**Scope Item 3.18.3 Exceptions taken to 3.18.3 General Reporting (regarding Aviation Consignment Locations).**

Please see our response to Scope Item 3.33 where we have submitted an Exception. FleetCor has decided to “No Bid” the Charlotte Airport Consignment and Bulk Fuel portion of the ITB.

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**Scope Item 3.18.4. City Reporting Requirements.****ITB Specification****3.18.4 City Reporting Requirements.**

The Company shall provide a weekly report on the usage of each fuel product, separated by Cost Center for each City Division that details the following base information at a minimum:

- Fuel Product;
- Total Usage per Fuel product (in gallons, pounds or GGE where applicable);
- Actual Cost at time of purchase; and
- Cumulative chart of each Cost Center / Org Number usage year to date.

A quarterly report shall be provided to the City from the Company showing average cost per gallon per month, average rack price for the period, and final city costs for the quarterly period. The report shall be made available to the City within fifteen (15) calendar days after the end of each quarter.

All reports shall be accessible electronically via the Fleet Card Management System and should represent live data. The Fleet Card Management System must have the ability to print reports, save reports in a searchable format (i.e. Adobe pdf), and to export reports to Microsoft Excel. At a minimum, the Fleet Card Management System must be able to support retention and reporting of historical data for at least the last twenty-four (24) months. The City prefers the Fleet Card Management System to maintain and report on historical data for the entire time that the Fleet Card Management System is in place.

**FleetCor Response**

See our response to ITB item 3.18.3 General Reporting. The Fleet Management Report (FN02) described for Scope Item 3.18.3 will be provided to each City account at the City's billing frequency, which is bi-weekly. We can provide the Fleet Management Report, or other Optional Report such as the Vehicle Management Report (FN04) on a Weekly basis if the City also wants to receive it Weekly.

The billed amounts in the Fleet Management Reports will tie back to each Invoice/Statement for the "Current Activity" amounts billed. Additionally, we provide an Excel file with the summary breakdown of purchases by Customer ID, identifying the City Fund, Account, and Center Number to the City Finance (Accounts Payable) office. The amounts in this Excel file tie back to the Invoice/Statement (report ID FN01) which again, ties back to the Fleet Management Reports sent to each Customer/Fleet ID.

**Quarterly Reporting.** Upon request if awarded the Contract, FleetCor will develop a Quarterly report that will be created monthly or at the end of each calendar quarter, showing the past 3 months of summary level data. We will work with the City's designated representative needing this report to design the report showing key summary information that is desired and available from our system. This would be a custom report, so we will need guidance from the City on the exact expectation and to whom should the report be sent.

**Reports Accessible Electronically (past 24 months).** The online account management system the City utilizes today (FleetNetPro), archives the system generated reporting established or sent to accounts for the past 24 months. The reporting is in searchable format (Adobe pdf).

- **Embedded Excel Data in Optional Reports.** Though live transactional data in the currently used FleetNetPro system rolls off after 90 days, we do offer Optional Management Reports such as a Vehicle Management Report (report ID FN04), which is an Adobe pdf report that includes an embedded Excel file in the Adobe report. The Excel file can be easily exported directly from the pdf by clicking on an icon on the first page of the report. Upon request, we will establish this optional report on any City account at no charge. And again, currently Optional Reports are archived at FleetNetPro for 24 months.
- **Longer Historical Reporting will be available using iFleet.** An added benefit of transitioning to the iFleet online system (which we plan to occur for the City in the near future), will be that archived reports and even live (downloadable to Excel) transactional data remains accessible much longer than the current FleetNetPro system utilized by the City. When using iFleet, currently the management reports and transactional data are archived for over 4 years.

**Scope Item 3.18.5. Fleet Management Reporting Requirements.**

**ITB Specification**

3.18.5 Fleet Management Reporting Requirements.

The Company shall provide Fleet Management with the following, either via automatic email, or via authorized access within the Fleet Card Management System:

- Daily electronic transaction file for each Equipment Company of fuel transactions from the previous day in the format as shown in the Optional Goods & Services Response;
- Weekly recap files from each Department containing all transactions for the previous week; Files for each equipment company account, ex; city/police
- Weekly error files for error reporting to managers and tracking repeat errors and issues in a City defined format.

**FleetCor Response**

We believe this reporting requirement is related to electronic transaction data the City requires for its Faster fleet management system.

- FleetCor currently delivers the following transaction files to the City, which we believe it uses to import into the Faster system or for other reconciliation or audit purposes:

<b>File Type</b>	<b>Frequency</b>	<b>Delivered to:</b>
FUELTR	Daily	<a href="mailto:fuelreports@charlottenc.gov">fuelreports@charlottenc.gov</a>
FUELTR	Weekly	<a href="mailto:fuelreports@charlottenc.gov">fuelreports@charlottenc.gov</a>
TRN85E	Billing (Bi-weekly)	<a href="mailto:fuelreports@charlottenc.gov">fuelreports@charlottenc.gov</a>

We believe the files are meeting the needs of the City.

**Weekly Error Files.** Currently, we believe City fleet card program administrators (managers) are using the online system to download or export Exceptions transactions to track Exceptions by Employees. Additionally, we have many City accounts established to receive Exceptions and Denial Alerts via Email. Also recognize that we offer Optional Management Reports, such as the Vehicle Management Report (report ID FN04) which includes an embedded Excel file.

The FN04 report and embedded Excel file include the Exceptions flagged and is a great report for managers to sort and analyze Exceptions in Excel. If these reporting methods are not sufficient, upon request if awarded the Contract, FleetCor agrees to develop a “Weekly Error File”, which we could schedule for weekly delivery to the City. This would be a custom report, so we will need guidance from the City on the exact expectation, data desired, etc.

### **Scope Item 3.18.6. Exceptions.**

#### **ITB Specification**

##### **3.18.6 Exceptions.**

The Fleet Card Management System shall be capable of providing immediate notifications, via email, to up to two (2) designated City users per City Cost Center, of the following exceptions, at a minimum:

- Attempt to purchase restricted items (unauthorized fuel types, brake fluid, concessions, or other unauthorized non-fuel items, etc);
- Attempt to purchase/purchase of fuel exceeding authorized volume, and/or exceeding number of times allowed for refueling during the day;
- Average Mileage below or above acceptable level (as defined by City);
- Incorrect Odometer / Hour Meter entry (outside of acceptable range for error as defined by City); and
- Purchases at locations other than those authorized by the Company.

#### **FleetCor Response**

The Fuelman Fleet Card program proposed provides Exceptions and Denial Alerts. In response to prior ITB section (Scope Item 3.11 Additional Retail Fueling Location Requirements), we have provided detailed explanations, recommended best practices, and even a screenshot of the setup screen in the system for the Alerts.

- Exceptions Alerts are sent hourly.
- Unauthorized Fuel Type is an available Exception that can be Alerted.
- In response to Scope Item 3.11, we have explained how other unauthorized non-fuel purchase exceptions would need to be established. Report and Denial Limits can be established for non-fuel purchase categories (Fleet Supplies, Fleet Services, and Miscellaneous Purchases). If that Report or Denial Limit is exceeded, then an Exception Alert will be sent.
- For “Mileage below or above acceptable level”, we recommend simply receiving **“Odometer entry is out of sequence”**. Customers find this approach is easiest and trying to define acceptable Mileage (MPG) or even establishing a range in number of miles for all vehicles using the card program can be an excessive amount of work.
- For “Incorrect Odometer / Hour Meter entry”, we recommend simply receiving **“Odometer entry is out of sequence”**. Note that the acceptable range for error cannot be defined by the City, our system uses logic programming built into the system to determine based on the odometer entered, whether the resulting MPG is within reason

or not. If MPG falls below or above our hard coded logic, the “Odometer entry is out of sequence” exception would be reported.

**Scope Item 3.18.6 Exceptions taken to 3.18.6 Exceptions (Regarding Average Mileage Below or Above Acceptable Levels defined by the City or Incorrect Odometers outside Acceptable Range as defined by the City).**

As noted above, FleetCor must take exception to certain requirements in third and fourth bullet points in 3.18.6, for Immediate Exceptions and Denial Alerts regarding Average Mileage below or above acceptable level (as defined by City), or for Incorrect Odometer / Hour Meter entry (outside of acceptable range for error as defined by City). For either of these items “as defined by the City” is not available. We recommend simply receiving “**Odometer entry is out of sequence**” exception alert. Our system uses logic programming built into the system to determine based on the odometer entered, whether the resulting MPG is within reason or not. If MPG falls below or above our hard coded logic, the “Odometer entry is out of sequence” exception would be reported.

Language change needed to 3.18.6, third and fourth bullet points:

- Average Mileage below or above acceptable level ~~(as defined by City)~~;
- Incorrect Odometer / Hour Meter entry (outside of acceptable range for error ~~as defined by City~~); and

**Scope Item 3.19 Accounting and Collection of Data.**

**ITB Specification**

**3.19. Accounting and Collection of Data.**

The Company shall provide the necessary data collection and accounting needed to maintain the City current records and accounting system. Fleet credit cards, card readers, software, and other equipment required providing an entirely electronic flow of data between the Company and the City shall be the responsibility of the Company. The Company assumes all responsibility for meeting the requirements of the City accounting and computer system in order to assure the proper collection and timely transfer of data.

**FleetCor Response**

FleetCor has proven in past similar contract that it has the systems and ability to deliver the data and billing information that the City requires for its records and accounting system. In subsections below we address each Scope item in 3.19.

**Scope Item 3.19.1. City Interfaces.**

**ITB Specification**

**3.19.1 City Interfaces.**

The Company must be willing to work with the City to interface to future City systems as needed. In the event the City interfaces with a new Enterprise Resource Planning system (ERP) during the term of this Contract, the Company would need to collaborate with the City and the City’s ERP software provider to create a fuel information interface with two (2)-way live streaming



capabilities. In addition, the Company must be willing to work with the City to interface future fuel usage data into the City's selected automatic vehicle locator vendor.

In order to interface with the City's FASTER (FMIS) Fleet Management Information System, the Company shall format their export to the City in the format detailed in the Optional Goods and Services Response. (And any and all future FMIS formats)

### **FleetCor Response**

Provided that the City's ERP system provider is willing to work with FleetCor, we will be able to collaborate with the City and the ERP software provider to create fuel information interface.

**GeoTab Interface.** We learned verbally in the Pre-bid conference that the first paragraph of 3.19.1 is actually in reference to the City desiring an interface with its newly chosen GPS system vendor (GeoTab). We are glad to announce that in recent months we have been working to develop a relationship with GeoTab and we now have the ability to interface Fuelman Fleet card transaction data to GeoTab's system.

- In REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS, the City has asked more specific questions about data integration of fuel information into GeoTab (question #5). In our completed Form 8, we have provided a more detailed explanation regarding this capability, benefits the fuel card data integration provides, and additional advancements expected in the next 12 months that will improve the ability of a business (customer) to manage these transactions in real time (which would occur through the GeoTab or GeoTab partner applications).

**FASTER Interface.** Under prior similar contracts with the City, FleetCor has worked with the City to consistently deliver and support a daily transaction file which FASTER has programmed to. The vendor has programmed to a transaction file we refer to as FUELTR. FleetCor emails the FUELTR to a dedicated City email address daily. We have automated the file build and delivery process. We have provided additional explanations about the files provided to the City in response to Scope item 3.18.5.

### **Scope Item 3.19.2. Accounting Reports.**

#### **ITB Specification**

##### **3.19.2 Accounting Reports.**

The Company's Fleet Card Management System must provide daily reports of the previous day's fuel transaction information for all equipment and weekly recap files with all fuel transactions for that week. This report must also provide data broken down by specific City Departments.

City Departments are subject to change at Fleet Management's discretion and may be added, removed, or modified during the term of this Contract.

Both files must be in plain American Standard Code Information Interchange (ASCII) format. The daily and weekly transaction files must additionally be emailed to Designated Fleet Management Staff. All reports must file the file layout provided the Optional Goods and Services Response.

The Company shall have an easy method to title accounts for easy access of transaction data, based on City defined parameters. Each account shall have clear titles and consistent labeling. The Fleet Card Management System shall allow for multiple accounts within each major cost center.

The Company shall give the City 30 days notice of any computer or software changes intended by the Company that have any potential to delay or disrupt of the daily transfer of fuel transaction information. The Company shall be liable for any extra costs incurred by the City because the transfer of fuel information is disrupted by any information technology issues caused wholly or in part by the Company.

At a minimum, the City must either have access to the current daily fuel transactions or be provided (in the case of a system outage or planned downtime only), an electronic file of fuel transactions on a daily basis, 365 days/year. Any delay in providing these files shall be considered a breach of this Contract.

### **FleetCor Response**

Other than our exception taken below for open ended liability for extra costs incurred by the City because the transfer of fuel information is disrupted by any information technology issues caused wholly or in part by FleetCor, FleetCor agrees to provide the Accounting Reports defined in 3.19.2. We have long-time, proven history with the City providing the data it expects in 3.19.2. We have described the reports files we provide in prior Scope response items 3.18.5 and 3.19.1.

### **Scope Item 3.19.2 Exceptions taken to 3.19.2 Accounting Reports (Regarding Open Ended Liability for any extra costs incurred by the City because the transfer of fuel information is disrupted).**

Open ended liability as suggested by this provision is not acceptable. FleetCor's liability shall be limited to the following Limitation of Liability provision that we wish to be included in our final contract:

**LIMITATION OF LIABILITY.** Neither the City or FleetCor shall have any liability for indirect, special, consequential, punitive, or incidental damages of any kind, including claims for loss of profits, whether resulting directly or indirectly to either party or to third parties, whether arising from property damage or a breach of contract. Except for City's failure to pay fees owed to FleetCor Neither parties liability in the aggregate for such direct damages will not exceed the total quoted bid markup amounts submitted on the Attachment 2, Required Form 4 – Pricing Worksheet, paid or payable by the City to FleetCor for the Year (12 months) preceding the date on which the claim arose.

Language change needed to 3.19.2, fifth bullet point:

The Company shall give the City 30 days notice of any computer or software changes intended by the Company that have any potential to delay or disrupt of the daily transfer of fuel transaction information. The Company shall be liable for ~~any extra~~ proven, determinable costs incurred by the City because the transfer of fuel information is disrupted by any information technology issues caused wholly or in part by the Company.

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**Scope Item 3.19.3. Authorized Vehicles.****ITB Specification****3.19.3 Authorized Vehicles.**

It will be the responsibility of each City department to furnish the Company with a listing of vehicles that will be authorized to obtain Fuel Products and Services under the terms of this ITB.

**FleetCor Response**

Understood and agreed. With FleetCor awarded the contract, the City will not even need to provide us the listing of Vehicles. The accounts, vehicles, cards, and employees (Driver IDs) are already in place and operating. This will save the City a lot of time, effort and money in implementing a new card program.

**Scope Item 3.20 Permitting Responsibilities.****ITB Specification****3.20. Permitting Responsibilities.**

The Company shall provide the necessary data collection and accounting needed to maintain the City current records and accounting system. Fleet credit cards, card readers, software, and other equipment required providing an entirely electronic flow of data between the Company and the City shall be the responsibility of the Company. The Company assumes all responsibility for meeting the requirements of the City accounting and computer system in order to assure the proper collection and timely transfer of data.

**Addendum # 1, item #12 Modification****Modification:**

Section 3.20 is removed in its entirety and replaced as provided below:

*3.20. Reserved.*

**FleetCor Response**

No response necessary considering the Amendment modification.

**Scope Item 3.21. Customer Service.****ITB Specification****3.21. Customer Service.**

The City is very focused on Customer Service with a philosophy to provide all citizens with quality services in a manner that is courteous, responsive, accessible, and seamless. The Services will be delivered with patience, understanding, good will, and without regard to our own convenience. The Service Provider is expected to use these guidelines in providing the Services:

- Accessible, courteous, responsive and seamless customer service is of highest priority for the City.
- Accessible service means that citizens have easy access to the organization.

- Seamless customer service means that a customer gets good service no matter who is responsible.
- Responsible customer service means that our employees know what they are doing: that information they give is accurate; that they have a good understanding of how to get problems and decisions made; that they are trained and evaluated for the jobs they are doing.
- Customer Service goals must be measurable and regularly evaluated.
- Continuous improvements in customer service must be made in order to make City services accessible, responsive and as seamless as possible.

### **FleetCor Response**

As well, FleetCor is very focused on Customer Service. We will provide the City Multi-Tiered Account Support which we have defined in this response including Required Form 6 - Company Background Response. When we say “multi-tiered”, it means you will have assigned, highly trained, experts in our company that know the systems and the needs of the City’s accounts.

Staff are assigned for the important different aspects of the relationship, including:

- Account Management Support (card and account ordering)
- Billing Support (accurate invoices and billing)
- Relationship Management Support
- Consignment Fuel Delivery / Bulk Fuel Delivery / Mobile Fuel Delivery, and Equipment Related Support
- Contract Management Support
- Merchant Support
- IT Support

We understand the service level expectations and will deliver to the City’s needs. Our staff have service level goals or expectations, including expected response times to orders, inquiries, or information requests, and they are measured and regularly evaluated.

### **Scope Item 3.22. Customer Service Representative:**

#### **ITB Specification**

##### **3.22. Customer Service Representative:**

The Company must dedicate a full-time “Account Executive” for servicing the City. The Account Executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The Account Executive must be available to attend meetings regarding Product issues upon request. The Account Executive shall be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The Account Executive must have an in-depth knowledge of all items provided in this Bid and have immediate access to manufacturers providing the Products. The Account Executive must have the ability and authority to make decisions on behalf of the Company to provide both normal and emergency service as necessary.

### **FleetCor Response**

The person assigned to the City of Charlotte for this “Account Executive” role will be the Government Relationship Manager for FleetCor (Janet Ward). Janet is assigned, and she is a

full-time employee, but she is not pledged or dedicated only to the City of Charlotte relationship, she does support other Fleetcor large government customer relationships. Being in a salaried position with cell phone allowance, we make available Janet's cell phone number and she is available generally at all times should you need her. Janet is in a traveling role and is expected to travel and attend meetings with the City upon request. She is responsible and provides immediate response and quick resolution to City personnel. Janet has been assigned to the City of Charlotte account for at least 10 years, so she has an in-depth knowledge of all items provided and has direct access to the fuel suppliers or appropriate staff helping support that aspect of the business relationship.

Janet is of course supported and backed up when she takes time off, by an integral team, including:

- Her supervisor (Mark Roberts), our Director of Bids & Contracts.
- Our Business Manager over Consigned Fuel Supply (Alice Hafkey).
- The Account Manager assigned to the City (Kion Davidson).

Please refer to our Required Form 6 – Company Background Response, in which we provide explanations of the roles of these individuals and provide the cell phone numbers for Janet, Mark, and Alice. All are available to the City at any time should they be needed, especially if you ever cannot reach Janet.

- We also want to emphasize that the assigned account manager (Kion Davidson) serves as a primary point of contact for customer service related requests (ordering) from authorized card program administrators. Kion does not travel, which means he is generally in a position to respond to City ordering requests quickly during normal business hours. We would prefer customer service type orders such as New or Replacement Cards, Adding Employees/Driver IDs, Fuelman card changes involving security & purchasing control limits be directed to Kion. Kion is fully capable as well for things like address changes, online access & training, card use questions, or even billing and report delivery questions or changes.

### **Scope Item 3.23. CCPA Reporting:**

#### **ITB Specification**

##### **3.23. CCPA Reporting:**

The Company shall provide quarterly usage reports in Excel format to City Procurement by the 30th of January, April, July, and October. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the quarterly report. The reports must include but not be limited to the Public Agency name, category, product description, unit of measure, quantity, fixed unit price, and extended price for each item. The City and/or Participating Public Agency reserves the right to request additional information.

Product reports which delineate minority products and recycled products must be submitted to City Procurement on a quarterly basis.

#### **Addendum #2, Item #2**

##### **Modification:**

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Section 3.23, CCPA Reporting, is replaced in its entirety as provided below:

**3.23. CCPA Reporting.**

The Company shall provide quarterly usage reports in Excel format to City Procurement by the 30th of January, April, July, and October. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the quarterly report. The reports must include but not be limited to the Public Agency name, category, product description, unit of measure, quantity, fixed unit price, and extended price for each item. The City and/or Participating Public Agency reserves the right to request additional information.

The Company must report and identify the City of Charlotte's Aviation and other applicable entities subject to FAA requirements separately.

Product reports which delineate minority products and recycled products must be submitted to City Procurement on a quarterly basis.

**FleetCor Response**

As incumbent bidder, FleetCor has experience in monitoring the activity and providing the CCPA reporting of spend by users of the contract to the City.

In our system we have the ability to assign a unique number and name we call a Master Group ID and Name. So, for each account signed up under the CCPA program we assign them to the Master Group ID/Name for CCPA. This enables us to query our system and database to extract the activity for reporting purposes.

We are "No Bidding" the Charlotte Airport Bulk and Consignment Fuel, however if we were to serve that business, we would be able separately report City of Charlotte Aviation or other applicable entities subject to FAA requirements separately.

We have established processes whereby customers signed up under the program are reported to our contract manager. Accounts are properly flagged and assigned to the contract, and proper pricing applied as accounts are added by the sales staff.

We have a person on our staff that is trained and assigned to the task of pulling the transaction activity and preparing reporting submitted to CCPA (Genetta Carothers) each quarter. Once Genetta approves the reporting, this person processes payment to the City for the Admin Fees.

**Scope Item 3.24. General Reporting Requirements.**

**Scope Item 3.24.1. Progress Reports.**

**ITB Specification**

**3.24. General Reporting Requirements.**

**3.24.1 Progress Reports.**

Throughout the development and implementation period, the Company will be required to prepare and submit weekly written reports to the City Project Manager. The weekly reports shall: Update the Project Plan indicating progress for each task; Identify and report the status of all tasks that have fallen behind schedule and the reason and cure period; Identify and summarize all risks and problems identified by the Company which may affect the Project; For each risk and problem,

identify the action and person(s) responsible for mitigating the risk and resolving the problem; For each risk and problem identified, state the impact on the Project Plan; and Identify all changes in the Project Plan that affect personnel, equipment, facilities and resources of the City which will be required for the Company to perform the Services two (2) weeks in advance of the need.

### **FleetCor Response**

FleetCor understands and agrees to provide progress reports should they be needed. As incumbent bidder, since the accounts, cards, employees (Driver IDs), and equipment at consigned fuel locations is already installed and operating, then we do not anticipate a large “project” per say.

If the City does require new surveys of consigned fuel sites or bulk fueling locations, we understand this process and executed it appropriately under the prior similar contract.

In the upcoming contract period, if awarded the contract we will need to complete a project to transition the City’s consigned fuel locations from analog phone lines to Internet connectivity for transaction processing. Our Business Manager over Consigned Fuel Supply (Alice Hafkey) has vast experience managing this type of project and will provide the necessary Progress Reports once the project commences.

### **Scope Item 3.24.2. Environmental Reporting Requirements for the City.**

#### **ITB Specification**

##### **3.24.2 Environmental Reporting Requirements for the City.**

The Company shall furnish quarterly usage reports showing a summary of the ordering and/or history of each City department for the previous quarter to City Procurement. The report must show at a minimum, the description and total quantity of each item ordered during the period, reporting period, City department, and total dollars per department. The City reserves the right to request additional information, if required, when reviewing contract activity.

### **FleetCor Response**

As explained in our response to Scope Item 3.18.4 City Reporting Requirements, upon request if awarded the Contract, FleetCor will develop a Quarterly report that will be created monthly or at the end of each calendar quarter, showing the past 3 months of summary level data. We will work with the City’s designated representative needing this report to design the report showing key summary information that is desired and available from our system. This would be a custom report, so we will need guidance from the City on the exact expectation, and to whom should the report be sent.

### **Scope Item 3.25. Training Plan.**

#### **ITB Specification**

##### **3.25. Training Plan**

The City views training as a critical element of the Project. Explain the training curriculum available to support the Company’s Bid.

The Company shall utilize a Training Plan that outlines the content, sequence and duration of each segment of each training session necessary to thoroughly and comprehensively train City personnel to fully utilize the Deliverables (the “Training Plan”). The City shall, at their discretion, determine the final number of users requiring each type of training. The Training Plan must, at a minimum, address training for the following types of users:

- Fleet Card Liaisons & Department Business Managers
- Fleet Card Users
- Onsite Fueling Location Users
- Reporting Services Users (Viewers and Administrators as necessary depending on Company’s Proposed Reporting Solution and our requirements)
  - a) The Training Plan will outline all subjects necessary to train City staff to fully understand and utilize the Deliverables, and to train the designated City “trainers” to effectively train other City personnel to fully understand and utilize the Deliverables and Services in between scheduled Service Provider -Facilitated Training Sessions.
  - b) The Training Plan shall require the Company to provide the operator training and comprehensive “train the trainer” training for any City designated personnel; the Company will schedule the training classes and modules according to their appropriate phase of the Project.
  - c) The Training Plan must take into account classroom resources and personnel scheduling. Onsite locations for training shall be provided by the City. The Company shall work with the City Project Manager to schedule training sessions during implementation, and during the term of this Contract.
  - d) The Training Plan must include written description of the types of the precise training classes that will be conducted, the number of persons that can be trained in each session, and the total number of hours required for each person to be trained.
  - e) All training will be conducted onsite in City facilities.
  - f) The cost of all training referenced in this Section is included in rates detailed in the Price Schedule and the Company shall not charge the City separately for any aspect of the training services.

### **FleetCor Response**

The Fuelman Fleet Card is the fleet card already in use by the City under prior contract for similar services so there is no costly, time consuming and painful transition. Likewise, there should be no new training required, however if determined necessary, FleetCor will be glad to provide any follow-up training to City fleet administrators or personnel when requested (free of charge).

- Requests for training can be submitted directly to the City’s assigned Relationship Manager (Janet Ward) or the assigned Account Manager (Kion Davidson).
- Requests for classroom in-person training should be directed to Janet Ward.
- Either of these individuals are experienced at training customers on use of the cards, the online account management system, or even using the Fuelman online site locator.



- Training sessions could be scheduled for in person at City staff's offices, or we can schedule a webinar type training sessions via teleconference with live web meeting and demonstration.

### **Training Plan - Potential Subjects for Training (Deliverables).**

#### ➤ **Fleet Card Liaisons & Department Business Managers.**

- **Transition to iFleet online system.** We have mentioned in several places in the ITB response, that in the near future, FleetCor plans to phase out the FleetNetPro user interface (UI), and we will be transitioning the City to the iFleet UI ([www.ifleet.com](http://www.ifleet.com)).
  - As we get closer to making this transition, which should occur by end of 2020, FleetCor will reach out to the City's key Fleet Card Liaisons that oversee the contract (Equipment Services) and schedule the recommended approach for training the City's Fleet Card Liaisons, Department Business Managers, or Card Program Administrators on use of the iFleet system and changes they should expect.
  - Additionally, as previously explained in the ITB response, some planning for change to Purchasing Profiles administration of Card Restrictions will need to occur, to make the transition on the accounts as smooth as possible. Review of Purchasing Profiles that are recommended based on current restrictions on cards. Before and After conversion planning and modifications to planned Purchasing Profiles.
  - Again, we would offer in person training if deemed necessary for iFleet training, however given the COVID-19 crisis, virtual online training sessions may be the best approach.
- **Bulk Fuel or Generator Fuel Deliveries.**
  - We do not plan any changes to current process or procedures. However, it might be good to do a refresher session with key City staff that need or order Bulk or Generator deliveries, just to make sure they know how to order and where to direct those orders. We can also discuss any delivery expectations of the City (Day of Week, Time of Day, Advance Notices, etc.).
  - Additionally, we would like to explore further the City's Diesel Exhaust Fluid (DEF) bulk deliveries. Our Fuel Supplier (Mansfield Oil) is not currently providing these fluids and they have complete ability to provide it.
- **Consigned Fuel Locations.**
  - We have mentioned in our ITB Response that if awarded the contract, FleetCor needs to soon begin a project to transition the City's consigned fuel locations from Analog phone line processing of transactions, to Internet/Network connectivity.
  - We need to kick this project off and include any key persons at the City to initiate the project, and start the City working to get established with the Secure Payment Gateway (SPG) technology vendor known as ControlScan. We believe the City will want to utilize Cellular connectivity, which would replace the current analog phone lines.

➤ **Fleet Card Users.**

- There really should be no training needed with Fleet Card Users. Nothing will change if FleetCor is awarded the contract.
- For new Driver training, the favorite training material is the Driver Identification Number (DIN) Instruction Card. DIN Instruction Cards are handy for recording and handing out to employees their Driver ID numbers. The instruction card, which will fit in a wallet includes some very brief instructions for using the card, entering Driver ID (PIN) number and odometer reading either pay-at-pump or in store purchases. The 24 Hour Helpdesk number is provided on the DIN Instruction card. DIN Instruction cards include a note that it should be kept in a safe place always separate from the fueling card. Upon request to Janet Ward, we can provide supplies of DIN Instruction Cards to the City, which come in 8½" x 11" perforated sheets.

➤ **Onsite Fueling Location Users**

- There really should be no training needed with Onsite Location Users. Nothing will change if FleetCor is awarded the contract.

➤ **Reporting Services Users (Viewers and Administrators).**

- See Transition to iFleet online system, under the Fleet Card Liaisons & Department Business Managers section. We mention there that the City's Card Program Administrators will likely desire some training on use of the iFleet online account management system. We will provide virtual online training, or if desired classroom in person training. Obviously we will train on basic uses of the application for the tasks and functions these administrators do every day. Subjects that can be taught or trained on for Card Program Administrators, include, but may not be limited to:
  - Adding or locking vehicles
  - Ordering new or replacement cards
  - Adding or locking employees (Driver IDs)
  - Accessing reporting
  - Viewing, Downloading/Exporting transaction history
  - Managing User Logins
  - User Guide Review and Online Help
  - Use of the Fuelman Site Locator available at [www.fuelman.com](http://www.fuelman.com)
  - Use of the Fuelman Mobile App available at the App Store for Apple devices, or GooglePlay.

**Scope Item 3.26. Instruction and Training.**

**ITB Specification**

**3.26. Instruction and Training**

The Company shall instruct City users of the Service in its proper use initially and at periodic intervals in the future as the City deems appropriate. This pertains to both new users in the City, and to any upgraded/changes to the Fleet Card Management System and/or services as they happen.

At least one (1) month prior to the beginning of services (Contract effective date), the successful Company will be required to schedule and provide onsite training to each City Department and Division utilizing the Services. The training shall include, but not be limited to the following actions, based on the specific user audience:

- a) Website / System navigation
- b) Applying for and terminating Fleet Credit/Fuel Cards;
- c) Adding, changing and deleting employee PIN numbers;
- d) Report analysis;
- e) Problem resolution; and
- f) Onsite Fueling Location card usage procedures.

The Company will be required to provide a training course outline to the City for each user group prior to training, detailing the items to be covered in each course.

The Company shall also provide all users with the following:

- A “How to” or “Best Practices” guide for general users to answer questions about the program, or
- A “How To” guides for reporting users, Fleet Liaisons, and Business Managers to address reporting and editing.

The training schedule shall be determined by and between the Company and the City, and shall be released (2 weeks prior to training) to all City users to allow them to properly plan to attend their Department training session, or to plan to join another Department’s session as a makeup.

### **FleetCor Response**

FleetCor agrees to provide training as outlined. User Guide will be provided. Given the current COVID-19 crisis, classroom in person training may not be recommended and we can provide virtual online, webinar type training.

### **Scope Item 3.27. Retail Fueling Locations and Contacts.**

#### **Scope Item 3.27.1. Maps and Site Directions.**

#### **ITB Specification**

#### **3.27. Retail Fueling Locations and Contacts.**

##### **3.27.1 Maps and Site Directions.**

The Company shall provide maps or site directories acceptable to the City with directions to the sites where the above described Fuel Products and other automotive goods and Services may be obtained. The Company shall provide the City with an electronic copy of the maps or site directories in a format acceptable to the City, or shall have them available via online or mobile web application, without the need for users to login to view this information. The City will need the maps or site directories by this Contract execution date. Updates of the maps or site directories are to be furnished to the City at least quarterly, unless provided through a mobile application in which site updates are made quarterly or more frequently.

## FleetCor Response

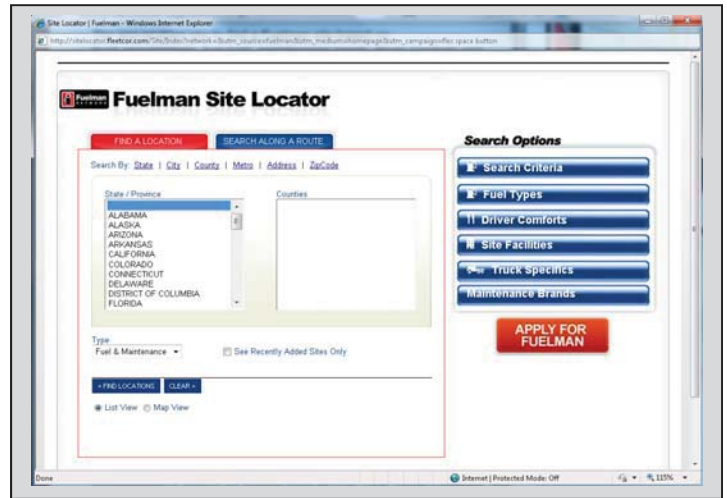
FleetCor meets or exceeds the ITB requirement.

### Tools for Finding Fuelman Network Locations.

#### Fuelman Web-based Site Locator.

FleetCor provides an enhanced Fuelman Site Locator tool at [www.fuelman.com](http://www.fuelman.com). Click link at bottom of the landing page.

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



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

Fuelman Mobile (available for Apple devices at the App Store and Android at Google Play) is an App to help drivers locate Fuelman acceptance locations. The Fuelman Mobile app provides the following functionality:

- **Find Fuel Locations Using Sites & Deals**
  - App users can adjust the Sites & Deals settings to look for stations for either Unleaded or Diesel.
  - App displays stations closest to where the phone is.
  - Alternatively, the user can type an address and find closest sites to an address.
  - User can either View a List sorted in closest proximity order, or View a Map.
  - From either the list view or the map view, Drivers can select the desired station and the App launches voice-guided GPS Navigation to the station using the smartphone’s default navigation system.



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

### **Scope Item 3.27.2. Signage.**

#### **ITB Specification**

##### **3.27.2 Signage.**

The Company shall provide signage at all Retail Fueling Locations providing Fuel Products and other automotive goods and/or Services, which indicates availability for City vehicles. These signs shall be uniform in size, color, shape, and content, and shall meet the approval of the City; provided, however, Company shall be exempted from this requirement where ordinances, permitting, regulations or business practices of a retailer prohibit the display of such signage. Whenever possible, signage should be visible from the street to aide City drivers in easily recognizing Retail Fueling Locations that accept the Company's fleet cards from the road.

#### **FleetCor Response**

Signage may or may not exist. Please see our exception taken to this requirement below. When we establish new merchants, they are offered a signage and decal kit, to help them promote card acceptance. Merchants have the right to opt out of signage. For large national merchants, we do sometimes arrange to provide them signs, and will provide them if they are willing to install. It really is up to the merchant as to whether they will agree to install a sign.

### **Scope Item 3.27.2 Exceptions taken to 3.27.2 Signage (Regarding Signage at All Retail Fueling Locations).**

FleetCor takes exception to the requirement to provide signage at all Retail Fueling Locations. Signage is an optional decision of the card accepting merchant and not something we can mandate. Many merchants are opposed to this type of signage or their major oil brands do not allow signs hanging on light poles or main ID signs. And, City or County sign ordinances sometimes don't allow such signs.

We have implemented and maintain up to date online site locator at [www.fuelman.com](http://www.fuelman.com) and we offer a free mobile app that Fuelman cardholders can utilize to find card accepting locations. These tools are more effective than signs.

Language change needed to 3.27.2:

The Company shall provide signage at ~~all~~ Retail Fueling Locations providing Fuel Products and other automotive goods and/or Services, which indicates availability for City vehicles. These signs shall be uniform in size, color, shape, and content, ~~and shall meet the approval of the City~~; provided, however, Company shall be exempted from this requirement where ordinances, permitting, regulations or business practices of a retailer prohibit the display of such signage. Whenever possible, ~~and merchant agrees to hang a sign~~, signage should be visible from the street to aide City drivers in easily recognizing Retail Fueling Locations that accept the Company's fleet cards from the road.

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**Scope Item 3.27.3. Points of Contact.****ITB Specification****3.27.3 Points of Contact.**

The Company shall designate an individual that will manage this Contract and will be the focal point for all questions and resolution of problems. The individual designated to manage this Contract must be available in person or by phone during normal business hours. The City shall be notified immediately if the name and contact information for the emergency responder changes.

The Company shall also designate a minimum of one (1) individual in the local area that must be available 24/7 to address issues and concerns related to the Services, including contact leading up to, during, and following any weather events and/or natural disasters. The full name, email and telephone number contact information for that individual shall be provided to the City prior to Contract effective date, and any changes to this individual or their contact information must be provided immediately to the City.

**FleetCor Response**

FleetCor designates the following individuals, one of which is local to the Charlotte area. As previously explained in response to ITP Scope item 3.22, the person assigned to the City of Charlotte for this “Account Executive” role will be the Government Relationship Manager for FleetCor (Janet Ward). Janet is not local, but she is expected to travel, so she can certainly be available for in person meetings. Our Director of Bids & Contracts (Mark Roberts), shall serve as “Contract Manager”. Mark is local to the Charlotte area and is readily available for any impromptu meetings if ever needed by the City. Alice Hafkey manages our consigned fuel and other onsite fuel programs with clients, and she manages our relationship with fuel supplier (Mansfield Oil). Alice also has traveling role, so we can certainly make Alice available for in person meetings with the City.

Janet Ward, Contract Relationship Manager  
Vicksburg, MS  
Direct (Mobile) Line: (601) 415-6153  
Fax: (601) 634-1543  
Email: [janet.ward@fleetcor.com](mailto:janet.ward@fleetcor.com)

Mark Roberts, Director – Bids & Contracts  
543 Cox Road, Suite C-2  
Gastonia, NC 28054  
Direct Line: 704-853-2662  
Mobile: 704-674-6848  
Fax: (678) 350-9409  
Email: [markroberts@fleetcor.com](mailto:markroberts@fleetcor.com)

Alice Hafkey  
Business Manager, Consigned Fuel Services  
1878 Ranchview Drive  
Naperville, IL 60565  
Mobile: (630) 698-5104  
Fax: (770) 729-2040  
Email: [ahafkey@fleetcor.com](mailto:ahafkey@fleetcor.com)

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**Scope Item 3.27.4. Company Key Personnel.****ITB Specification****3.27.4 Company Key Personnel.**

Dedicated Support, Backup Support and Traditional Customer Service Points of Contact

The Company agrees to provide expedited responses to reporting needs from all Authorized Users, not just City Program Representatives. The Service Provider will provide dedicated support and backup support for City Authorized Users. The dedicated and backup support includes two (2) local representatives that shall be available to support the City as necessary. Any changes to Key Personnel shall be provided in writing to the City Project Manager at the Company's earliest convenience.

The Company shall work with the City to establish appropriate protocol or procedures for contact to Key Personnel.

**FleetCor Response**

FleetCor will provide **Multi-Tiered Account Support** that will include the following assigned representatives and support channels:

- 1) Government Relationship Manager Support.** An experienced government relationship manager is assigned to the City. Currently this person is Janet Ward.
  - The relationship manager manages the relationship at a corporate level and conducts routine business reviews.
  - The relationship manager will be familiar with your accounts, structure and goals for the program.
  - Works closely with the assigned account manager as required to assist with any larger problem resolution, onsite meetings with clients, and special requests such as special reporting needs.
  - This person works collaboratively with our internal support groups or external subcontractor support groups as needed to effectively serve your business. Internally, this includes IT, Credit, Customer Service (Account Manager), Accounts Receivable, Product, Marketing, Pricing, Finance and of course our Business Manager over Consigned Fuel.

Janet's contact information is as follows:

Janet Ward, Contract Relationship Manager  
Vicksburg, MS  
Direct (Mobile) Line: (601) 415-6153  
Fax: (601) 634-1543  
Email: [janet.ward@fleetcor.com](mailto:janet.ward@fleetcor.com)

- 2) Account Manager Support** – The City will continue to be assigned an experienced account manager (Kion Davidson), who is backed up by an account manager team that supports larger accounts around the U.S. The account manager(s) handle day-to-day support of the account.
  - The account manager will have in-depth knowledge of the City's accounts and setup.

- The account manager and team provides support such as account changes involving controls (purchasing profiles), address changes, billing, report delivery, website access and training, card use, or credit limit questions.
- The account manager serves as the primary point of contact for customer service requests (ordering) from authorized card program administrators.
- The account manager can help fleet administrators with any questions about their Fuelman account, cards, pins or reports, and requests for information or research requests, or wrong product grade corrections.
- Kion Davidson's contact information is as follows:  
Kion Davidson, Account Manager  
5301 Maryland Way, Brentwood, TN 37027  
Office: (615) 370-7434  
Email: [kidavidson@comdata.com](mailto:kidavidson@comdata.com)

**3) Consigned/Bulk/Onsite Fuel Support.** FleetCor has assigned our Business Manager over Consigned Fuel Services (Alice Hafkey).

- Alice has served in this role since 2005 with FleetCor and she is primarily responsible for managing all matters related to the consigned fuel inventory supply. Alice has been employed with FleetCor or a predecessor Fuelman licensee since 2002 (18 years) and prior to that she held a position in the petroleum distribution business starting in 1988 so she has over 32 years of experience in the petroleum or fleet card industry.
- For the City of Charlotte specifically, she also manages the bulk/generator delivery relationship with our subcontractor Mansfield Oil, and she manages the mobile fuel delivery relationship with Jacobus Energy (Quick Fuel).
- Alice works very closely with our fuel supplier subcontractor (Mansfield Oil) to resolve any delivery matters, equipment related matters or inventory discrepancy issues.
- Alice is our go-to person for quick resolution of any issues at customer owned on-site locations. She has all the right contacts and know-how to get problems solved quickly so that the on-site locations have maximum up time.
- Alice plays an instrumental part in coordinating fuel control terminal (card reader) upgrades or when necessary replacements. She will oversee and manage equipment upgrades to transition from analog to Network/IP processing that will occur at certain on-site locations during the term of this contract.
- Alice's contact information is as follows:  
Alice Hafkey  
Business Manager, Consigned Fuel Services  
1878 Ranchview Drive  
Naperville, IL 60565  
Mobile: (630) 698-5104  
Fax: (770) 729-2040  
Email: [ahafkey@fleetcor.com](mailto:ahafkey@fleetcor.com)

**4) Contract Management Support.** FleetCor assigns and makes available our Director of Bids & Contracts for our North America, Enterprise Fleet Sales division (Mark Roberts).



- Mark has 28 years of experience with Fuelman and he has served in this capacity through various City of Charlotte similar contracts since 1995.
- Mark will be available for in-person visits with key City of Charlotte business leaders as needed or requested. Based in nearby Gastonia, he is local to the Charlotte area and can attend short notice impromptu meetings if ever needed.
- Mark works closely with, and stays involved on a daily basis with the Relationship Manager (Janet Ward) and Alice Hafkey to see that the contract requirements are being met.
- Mark has been primarily responsible for preparing this ITB response and can answer any questions about the response.
- The Relationship manager (Janet Ward) and Business Manager over consigned fuel supply (Alice Hafkey) report directly to Mark. As Janet and Alice's backup, Mark is available after hours via cell phone (24/7) if ever needed to address issues and concerns related to the services provided.
- Mark's contact information is as follows:
  - Mark Roberts, Director – Bids & Contracts
  - 543 Cox Road, Suite C-2
  - Gastonia, NC 28054
  - Direct Line: 704-853-2662
  - Mobile: 704-674-6848
  - Fax: (678) 350-9409
  - Email: [markroberts@fleetcor.com](mailto:markroberts@fleetcor.com)

**5) Local Sales Support.** To further aid the growth of the CCPA Program, FleetCor will appoint Scott Maddox as the designated Sales Liaison. Scott is our East Coast Region Sales Manager who has field sales reps reporting to him from the mid-Atlantic through North and South Carolina. Scott will work with the administrators of the Program to gain a better understanding of how FleetCor can better engage with Governments or Agencies to encourage greater participation. He will work with Mark Roberts to provide an additional layer of support or sales encouragement for purchasing agents or administrators at CCPA Participants utilizing the contract, or considering the contract. Located in Charlotte, NC, Scott has been with FleetCor for over 10 years and has a vast knowledge of both the CCPA Program and FleetCor.

**6) Customer Service (Call Center) Support available 24/7.** Though we encourage orders by the City's card program administrators to flow through the assigned account manager (Kion Davidson), traditional methods of ordering cards or PINS by phone or Email are available through FleetCor's Client Services call center which is now available 24/7. The toll free number and email address for the client services call center is as follows:

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

**7) 24 Hour Voice Authorization Center Support (Help Desk).** On weekends or after hours FleetCor offers our 24 Hour Voice Authorization Center (Help Desk) which provides assistance to merchants and cardholders needing assistance completing a transaction.

➤ **24 Hour Help Desk #: 800-877-9013**

**8) Additional Resources/Departments Providing Support.** There will be countless additional resources involved with providing services to the City of Charlotte, including:

- IT Support
- Merchant Support Group
- Fraud/Monitoring Team and Specialists
- Billing Department
- Business/Data Analysts
- Financial Payment Applications Personnel (AR)
- Fulfillment vendors for things like card production, encoding/embossing and shipping of cards.

FleetCor has hundreds of full time employees that are supporting thousands of customers. The City of Charlotte is one of our top Fuelman customers and receives escalated, top notch attention.

**Scope Item 3.27.5. Technical or IT Related Support.**

**ITB Specification**

3.27.5 Technical or IT Related Support.

If technical or IT related issues requiring IT or Application Support assistance arise, the Company's account management team shall assist and escalate the problem to their Application or IT Support groups to contact the City's representative or IT Department directly.

**FleetCor Response**

FleetCor agrees to do this, and we do this when needed.

**Scope Item 3.27.6. Special Reporting or Query Reporting Support.**

**ITB Specification**

3.27.6 Special Reporting or Query Reporting Support.

The Company shall support the City's Special Reporting needs, specifically, advanced query reporting and Quick Data (Mart) access.

**FleetCor Response**

FleetCor agrees to do this, and we do this now when needed. It likely is not possible to allow the City to query our Data Mart directly, but our team members assigned to the City have ability to do this and provide special data reporting upon request.

**Scope Item 3.27.7. Merchant/POS Support.**

**ITB Specification**

3.27.7 Merchant/POS Support.

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The Company shall provide technical support for issues related to Merchant Point of Sale (POS), Site/Transaction or merchant training issues, the Service Provider's account management team and customer service department shall work directly with their POS Support Department or Merchant Services Department.

**FleetCor Response**

FleetCor agrees to do this, and we do this now when needed.

**Scope Item 3.27.8. On-site Refueling Locations - Equipment and Fuel Delivery Support.**

**ITB Specification**

3.27.8 On-site Refueling Locations - Equipment and Fuel Delivery Support.

The Company shall provide support to the City in the event that the Company's island card reader (ICR) equipment malfunctions or fails, or for any other fuel delivery question or problem.

**FleetCor Response**

FleetCor agrees to do this, and we do this now when needed. We understand the importance of maximum up-time for onsite refueling facilities.

FleetCor has assigned our Business Manager over Consigned Fuel Services (Alice Hafkey) who manages these tasks. Our fuel supplier subcontractor also assists and we generally advise the locations to first report equipment problems to Mansfield's equipment support team toll free number. Also realize that we now have on our team, reporting to Alice Hafkey, a technician support person (Alex Ortiz) who is certified with Syntech Systems, Inc., manufacturer of the FuelMaster fuel control terminal devices installed at City consigned fuel locations. Alex can remotely connect to FuelMaster devices and do diagnostics. Alex is often able to solve equipment failures remotely. Between Alex, Mansfield, and of course FuelMaster, we are able to quickly identify what needs to be done or replacement parts needed to repair the location promptly.

**Scope Item 3.27.9. Mobile Wet Hosing Support.**

**ITB Specification**

3.27.9 Mobile Wet Hosing Support.

The Company shall provide support to the City for issues related to Mobile Wet Hosing service and delivery.

**FleetCor Response**

FleetCor agrees to do this, and we do this now when needed. Alice Hafkey will help provide this support if ever needed for the mobile fueling support. FleetCor will utilize subcontractor Jacobus Energy Mobile Fueling to provide this valuable mobile fueling service to the City.

Jacobus has reliably provided these services to the City of Charlotte Sanitation Department under prior/current similar as our subcontractor since 2012. They have the support staff and personnel locally in Charlotte to completely serve the City.

### **Scope Item 3.28. Security Requirements.**

#### **ITB Specification**

##### **3.28. Security Requirements.**

The Company must define and demonstrate security procedures that are in place. The City requires that security measures be taken – both physical security and network security, in that the City's information and other documents are made available only to the Company and parties that the City approves.

#### **FleetCor Response**

FleetCor is committed to Information Security. To help define and demonstrate this commitment, on two pages that follow we provide an INFORMATION SECURITY CONTROLS SUMMARY from our IT Governance/Risk/Compliance department.

 **FLEETCOR® INFORMATION SECURITY CONTROLS SUMMARY**

FLEETCOR is committed to protecting the information assets of its customers. To that end, FLEETCOR implements numerous technical and business controls to ensure all sensitive information is transmitted, processed, and stored in a manner consistent with industry best practices and all applicable regulatory requirements.

**Information Security Policies**

FLEETCOR takes great care to ensure its policies are comprehensive, up to date, and practical. Periodic reviews are performed by both internal and third-party auditors to ensure these policies and procedures meet the needs of FLEETCOR and its customers.

**Risk Assessment**

FLEETCOR undergoes periodic risk assessments, performed by both internal and external resources, to determine if appropriate controls are in place to ensure the security and continued operations of FLEETCOR's information processing capabilities. The assessments consider threats to both security and business continuity.

**Physical Security**

FLEETCOR employs extensive physical security controls to protect its facilities and information assets. Examples of controls that are employed include video surveillance, dedicated security staff on premises 24/7, and card readers to restrict physical access to authorized personnel.

**Data Security**

FLEETCOR ensures the confidentiality, integrity and accessibility of customer data with administrative, technical and physical measures. The handling of credit card data and other confidential data meets or exceeds industry and regulatory requirements. Confidential data is stored, transmitted and processed in accordance with industry best practices, which include but are not limited to, file integrity monitoring, data encryption at rest and in motion, secure configuration management of systems, and data loss prevention controls.

**Network Perimeter Protection**

FLEETCOR utilizes next-gen, enterprise-class firewalls at all network ingress and egress points and DMZs along with other network access controls. This ensures only traffic specified by FLEETCOR IT management is allowed into and out of the company's network. This access is logged and monitored to provide additional audit functionality. All firewall changes are governed by FLEETCOR's change management processes. Also, FLEETCOR has implemented web application firewalls (WAF) in front of its most critical customer facing applications to provide additional threat protection and risk reduction.

**Malware Protection**

FLEETCOR implements a layered approach to malware defense. Technical controls are implemented both at the network perimeter and at the host level. For network protection, FLEETCOR utilizes an eMail Gateway product to perform anti-virus scanning of email messages as well as perform anti-spam and custom message filtering.

For desktop and server protection, FLEETCOR utilizes an industry leading brand anti-virus product. All systems are monitored and are maintained at the latest virus signature level. FLEETCOR's layered approach to malware not only provides multiple points of detection, it also examines potentially hostile code using two distinct signature databases. This decreases reliance on a single vendor to provide timely virus signatures. In addition, FLEETCOR has also deployed advanced persistent threat (APT) protection agents to all critical endpoints to complement the detection and elimination of new malware and 0-day threats.

**Intrusion Detection**

FLEETCOR employs the latest IPS to monitor critical network segments to identify potentially hostile network activity. The intrusion prevention systems are monitored 24/7 and used to identify malicious activities that could pose a threat to the information assets of FLEETCOR and its customers.

**Strong Authentication**

 **FLEETCOR® INFORMATION SECURITY CONTROLS SUMMARY**

FLEETCOR employs the principle of least privilege when granting logical access to its associates. Only personnel with a business need-to-know are authorized access to sensitive systems and files.

**Vulnerability Management**

FLEETCOR utilizes a variety of vulnerability assessment tools to perform routine scheduled scans of its internal and external networks and critical applications. Vulnerabilities are examined by FLEETCOR's IT security personnel, assigned to system owners for remediation, and tracked to ensure they have been eliminated in a timely manner.

**Third-Party Assessments**

FLEETCOR utilizes independent third parties to provide validation of controls in several different areas. Examples include third-party audits for compliance with Sarbanes-Oxley regulatory requirements, SSAE-18 SOC1 Type II, SSAE-18 SOC2 Type II, PCI DSS, CCPA (privacy California/US), GDPR, UK Cyber Essentials, LGPD (privacy Brazil), Annex 28 (IT for financial institutions Mexico), BACEN 3909 (IT for financial institutions in Brazil) and ISO 27001 requirements as well as third-party technical vulnerability assessments, and penetration tests to validate external and internal findings. In all cases, contractual requirements are in place to ensure third-party contractors handle sensitive data with the same care used by FLEETCOR.

**Fraud Protection**

FLEETCOR employs dedicated staff to prevent, detect, and investigate fraudulent transactions. FLEETCOR also works closely with the security and risk management groups of the payment card associations (Visa, MasterCard) to ensure its fraud protection practices are aligned with industry best practices.

**Security Awareness**

FLEETCOR understands people are the most critical component of an information security program. As such, it fosters a culture of security awareness by providing training during initial employee orientation and through a continuing employee awareness program.

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**Scope Item 3.28.1. Retail Fueling Locations.****ITB Specification****3.28.1 Retail Fueling Locations.**

The City prefers that the Company's Retail Fueling Locations have security measures in place both during hours of operation, and after-hours.

**FleetCor Response**

FleetCor does not operate retail fueling locations so we cannot control what security measures card accepting merchants have in place. Most stations likely do have security cameras and measures in place, but we cannot make assurances in this regard.

**Scope Item 3.29. Onsite Fueling Location Information.****ITB Specification****3.29. Onsite Fueling Location Information.**

The City shall provide to the Company a detailed list indicating the location and capacity of the City Onsite Fueling Locations and related dispensers for on-site fueling operations.

**FleetCor Response**

No response necessary.

**Scope Item 3.29.1. Pre-Existing Fuel.****ITB Specification****3.29.1 Pre-Existing Fuel.**

The City may have pre-existing fuel reserves in their onsite fuel tanks. The Company shall work with the City to address proper recording of pre-existing fuel and proper payment for fuel. Fuel is owned in one of the two following ways:

**A. Tanks with existing Card-Readers.**

The current Company owns the fuel existing in City on-site tanks. The Company will need to work through the City with the current Service Provider to address any remaining fuel in City owned tanks with readers, to include the following:

- Current readings of on-site tanks;
- Scheduling of refills; and
- Transfer of ownership of Fuel with Subcontractor as of Contract Effective date.

**B. Tanks without Card-Readers.**

For tanks without readers, pre-existing fuel is already owned by the City. The Company will need to address initial readings of tanks and credits in the Fleet Card Management System for the existing Fuel so that the Department does not pay for fuel that was already purchased as it is pumped out of the tanks.

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**FleetCor Response**

With FleetCor as the selected contractor, our fuel supplier subcontractor already owns the consigned fuel inventory in the City owned tanks receiving consigned fuel. There will be no need to transition ownership, no wasted time effort or cost transitioning fuel ownership.

**Scope Item 3.29.2. Tank Ownership.****ITB Specification****3.29.2 Tank Ownership.**

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

**FleetCor Response**

No response necessary, we concur.

**Scope Item 3.29.3. Fuel Inventory Shortages.****ITB Specification****3.29.3 Fuel Inventory Shortages.**

The Company reserves the right from time to time, to reconcile the City's transaction data totals with the site's automated tank monitor readings and inventory records (reconciliation including fuel deliveries and recorded sales) from the first day of the relevant period and the gallons recorded on the totalizer. In the event of a discrepancy between these totals (other than small, insignificant shortages due to normal fuel evaporation and shrink), the tank monitoring fuel readings will control, and the fuel dispersed for the relevant period will be adjusted accordingly. However, in the event that the automated tank monitoring system is not installed or not functioning properly, or not being utilized for a site, then the City shall provide the Company (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as might be required Monday through Friday. In any such situation, the City will be billed for all unaccounted gallons (other than small insignificant shortages due to normal evaporation and shrink) and will be notified in the event of such



discrepancies. At those sites without automatic tank gauge (“ATG”) or where ATGs are not functioning properly, or otherwise not available, the Service Provider shall be authorized to balance stick readings with fuel delivery data and City’s transaction data in invoicing the City.

Considering major malfunctions of petroleum pumping equipment owned/maintained by the City that can occur (i.e. bad meters in dispensers, bad pulsars attached to mechanical meters in dispensers); and considering the significant cost involved with fuel inventory caused by escalating fuel prices which has further caused the commodity to be under significant risk and a prime target of theft or removal from fuel storage tanks on City properties; for these reasons it is necessary that the responsibility for larger inventory discrepancies (shortages) be clearly explained and understood. Any risk of loss, injury, or destruction of fuel delivered to City’s sites from any cause whatsoever, except negligence or willful destruction by Company or Company’s Fuel Supplier (other than small insignificant shortages due to normal evaporation and shrink), shall be borne by the City from the time the fuel arrives on the Property.

Any loss of fuel inventory discovered in inventory reconciliations by the third party fuel supplier (as explained above), either due to manual override of the fuel control terminal(s), bad meter or pulsar calibrations from the dispensers, any other equipment problems or major unexplained losses or theft from the tank shall be the responsibility of the City. The Company or its fuel supplier would be responsible for providing sufficient proof of losses via inventory reconciliation schedules and proof of recorded sales and fuel delivery information as necessary.

### **FleetCor Response**

No response necessary, we concur.

### **Scope Item 3.29.4. Memo Services.**

#### **ITB Specification**

Addendum # 1, item #13 Modification

#### **Modification:**

Section 3.29 is hereby amended to incorporate Memo Services, as provided in Attachment 3 herein.

#### *3.29.4 Memo Services.*

*Definition/Explanation of “Memo Transaction Tracking”. For the sake of this agreement, “Memo Transaction Tracking” means that the Company shall authorize, process, and bill the transactions from designated sites to receive memo tracking services listed below, . No fuel cost or tax value shall be assigned to these fuel transactions. The Company will only bill the memo transaction fee per gallon for the fuel consumed by the City’s vehicle/driver performing the transaction. The fuel cost and fuel taxes shall be born and paid by City when City purchases bulk fuel delivered to tanks at properties receiving Memo Tracking services (via separate and independent vendor/supplier billing). At sites and equipment designated for Memo Transaction Tracking Services listed herein, the Company is only providing fuel pump automation controls (via card reader dialing the Company’s transaction authorization system) and transaction reporting/tracking.*

*Properties Designated for Memo Tracking. The table provided in Required Form 4 – Pricing Sheet for Memo Services lists the properties designated to receive Memo Transaction services. The list is subject to revision upon request by the City to add tanks to additional properties which require memo tracking, or remove Memo Services from designated properties. The City shall provide a*

*minimum of 15 days' notice to the Company prior to adding or removing memo services. Additional requirements to prepare a tank for Memo Services, including emptying of tank and tank cleaning and preparation must be completed prior to Memo Services commencing.*

*Overview, Fuel Card Program and Statement of Work. The City is the owner and/or operator of the fuel storage tanks and fuel dispensing equipment at the properties which have been selected to receive Memo Transaction Tracking Services (each referred to as a "Property" and collectively as the "Properties"). The Island Card Reader (herein "ICR" or "Card Reader") equipment will be used by City to access and turn on the fuel pumps at the automated memo tracking fuel sites via access card transaction (card swipe, odometer/pin entry, and pump selection). The Company will issue to City fuel access cards (Fuelman Cards) for each City vehicle, and will collect and report to City fuel transaction data with respect to such access card transactions at the sites earmarked for memo transaction reporting. The memo transaction reporting will be integrated into City's normal reporting for off-site (retail) transactions or on-site consigned fuel transactions (if any). City acknowledges that the reports are informational only and City is responsible for managing City's employees and associated liability for their actions. Access cards are issued solely for the City's and its employees' business use.*

*Automation Controls. City shall use the fuel access cards provided by the Company and the ICR equipment installed at the properties to access and turn on the fuel pumps at the automated memo tracking fuel sites via access card transaction (card swipe, odometer/pin entry, and pump selection). The ICR equipment dials the Company's authorizer via toll free number to receive approval of the Card and Pin used and to turn on the pump selected. These automation controls are allowed by customized software designed for the ICR equipment which has been certified to operate on the Company's network. The Company or City's designated equipment installer shall train users on proper use of the Cards and Island Card Reader Equipment.*

*Memo Transaction Reporting. Memo Transactions shall be integrated into City's normal reporting and invoicing from the Company via its Fleet Management Report and Statement/Invoice. The Fleet Management Report, which reports all transactions by department, sub-department, and vehicle, will flag Memo Transactions with an Exceptions Code for ease of identification on the report. Just as with normal non-memo transactions the Fleet Management Report will identify the driver making the purchase, the Site where the purchase occurred as well as all other pertinent transaction information such as gallons purchased, odometer entered, miles driven and MPG. However, the "Net Cost" (per gallon) reported for the Memo transactions on the Fleet Management Report shall be the Company's transaction fee per gallon; the "Taxes" (per gallon) amount shall be equal to zero (\$0.0000); and the "Total Amount" shall be the sum of the gallons for the transaction multiplied times the memo fee per gallon herein provided.*

*Tank Information, Ownership, and Access. City understands and acknowledges that the Company hereby assumes no responsibility related to the operations of the underground and above ground storage tank(s), connected underground/above ground piping, ancillary equipment, and containment systems (hereinafter referred to as the "UGST/AGST System") at the Properties designated for Memo Tracking Services. City hereby acknowledges that it is the operator of the UGST/AGST.*

*Ownership of Fuel. City is the owner of all fuel inventory contained in the UGST/AGST System located on City's Properties designated for Memo Transaction Tracking Services identified herein.*

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*Any risk of loss, injury, or destruction of fuel from any cause whatsoever, except gross negligence or willful destruction by the Company or its employees, or subcontractor's employees, shall be borne by City.*

### **FleetCor Response**

We currently provide and can continue to provide Memo Services to the City under this concept that was essentially outlined in an amendment to the prior contract that we serve. We are totally familiar with the service needed and the Fuelman Fleet Manage Reporting we provide integrates Memo transactions into the reporting, allowing for more accurate Odometer or Mileage tracking for the vehicles that fuel at Memo Tracking sites.

### **Scope Item 3.30. On-Site Fueling Instructions.**

#### **ITB Specification**

##### **3.30. On-Site Fueling Instructions.**

Company's employees must adhere to location policies while on site which include, but are not limited to tobacco free restrictions, no weapons of any kind (concealed or otherwise), safety, environmental, and ISO 14001 requirements.

### **FleetCor Response**

FleetCor will rely on our fuel supplier subcontractors: Mansfield Oil Company of Gainesville, Georgia (herein "Mansfield Oil" or "Mansfield") for supplying consigned fuel locations and for bulk/generator fuel deliveries; and Jacobus Energy, LLC who does business as Jacobus Energy Mobile Fueling (herein "Jacobus" or "Jacobus Energy") for supplying Mobile Wet Hosing deliveries on City properties. These subcontractors have agreed to provide these services according to the ITB Specifications, except where we have defined exceptions in responses to the Scope items below. FleetCor will process transactions and bill the Consigned Fuel, Bulk/Generator Fuel Deliveries, and Mobile Wet Hosing deliveries through our Fuelman Fleet Card processing system.

The subcontractors shall be responsible for adhering or complying with the City's requirements specified in the ITB (subject to exceptions we have listed). Though we understand the City expects The Company awarded this contract to be overall responsible for the services provided, we must point out that FleetCor is not a "petroleum distributor" nor is it a "petroleum carrier", so these subcontractors who are these types of companies, must be responsible for the services contemplated by the ITB. FleetCor merely represents that we will bill the fuel sales from consignment locations, bulk/generator deliveries by subcontractor and mobile wet hosing deliveries by subcontractor. We cannot insure these activities or operations and we cannot provide pollution liability insurance coverage for these types of services. Therefore, the subcontractors shall provide any needed liability insurance and provide Certificates of Liability Insurance as proof of coverage for providing these services, naming the City as Additional Insured on their policies. FleetCor's liability insurance shall not be intended cover these subcontractor services or activities on City properties, or the services or activities of subcontractor's delivery company partners or subcontractors.

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**Scope Item 3.30. Exception taken to 3.30 On-Site Fueling Instructions (Regarding requirement comply with ISO 14001).**

Neither FleetCor nor its Fuel Suppliers (Mansfield Oil, or Jacobus Energy) make any representations that they will comply with ISO 14001 requirements and we require to be exempt of this requirement.

Language change needed to 3.30:

Company's employees must adhere to location policies while on site which include, but are not limited to tobacco free restrictions, no weapons of any kind (concealed or otherwise), safety, environmental, ~~and ISO 14001 requirements.~~

**Scope Item 3.30.1. Shipping Instructions.****ITB Specification****3.30.1 Shipping Instructions.**

Shipments must be made within twenty-four (24) hours of order placement. Partial orders shall only be accepted so long as the Company takes all reasonable measures to ensure timely delivery of products in order to minimize risk of shortages throughout the term of this Contract. Designated delivery hours shall be indicated in the Onsite Fueling Location list provided to the Company by the City.

The City locations will accept shipments on weekends and holidays, unless otherwise excluded by the City to the Company. The City shall request fueling times that are compliant with actual times that facilities are open for service.

**FleetCor Response**

For deliveries to locations receiving consigned services, FleetCor or its fuel supplier (Mansfield Oil) reserves the right to split loads between locations and/or deliver partial or short loads. Typically, Mansfield is dispatching or ordering deliveries for consigned locations, not the City since they own and manage the fuel inventory.

**Scope Item 3.30.1 Exception taken to 3.30.1 Shipping Instructions (Regarding Partial Orders).**

For deliveries to locations receiving consigned services, FleetCor or its fuel supplier (Mansfield Oil) reserves the right to split loads between locations and/or deliver partial or short loads.

Language change needed to 3.30.1, first paragraph:

Shipments must be made within twenty-four (24) hours of order placement. Partial orders shall only be accepted so long as the Company takes all reasonable measures to ensure timely delivery of products in order to minimize risk of shortages throughout the term of this Contract, except however for consigned locations fuel supplier may split loads between locations or deliver partial or short loads as it deems necessary in performing the supply service. Designated delivery hours shall be indicated in the Onsite Fueling Location list provided to the Company by the City.

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**Scope Item 3.30.2. Fueling Deliveries.****ITB Specification****3.30.2 Fueling Deliveries.**

- a) Where agreed upon by the City and the Company, following the Onsite Fueling Location Audits, deliveries of Fuel to certain City locations must be provided in trucks with a maximum capacity of 2500-2700 gallons.

City locations able to accommodate trucks with capacities greater than 2500-2700 gallons shall be identified in the Onsite Fueling Location list provided to the Company by the City following completion of the Onsite Fueling Location audits. The City may, at their discretion, detail additional locations that can accommodate larger trucks during the Term of the Contract.

The Company shall make every effort necessary to either (i) restrict delivery in smaller trucks only to those sites requiring it, or (ii) shall not charge additional freight charges for delivery of Fuel to Onsite Fueling Locations in restricted size trucks when doing so is not warranted by actual limitations of the facility, or size of fuel delivery as ordered by the City.

- b) Company shall use the fill port or system designated by the City representative.
- c) Company shall use a specific on-site truck route as designated by the City representative.
- d) Company must have the ability to deliver fuel in all weather conditions.
- e) If requested by the City for specific locations, the Company shall not conduct filling operations during adverse weather conditions. The Company agrees that Fuel deliveries shall occur in all weather conditions except when driving or safety conditions do not permit the delivery trucks to be on the road. The Company shall communicate such times to the City should they impact a requested delivery.
- f) The Company shall follow standard operating procedures and good safety practices in accordance with the regulations defined by the Department of Transportation to confirm proper connection and disconnection of tank trucks from fuel transfer lines during fuel deliveries.

**FleetCor Response**

FleetCor's fuel supplier subcontractor (Mansfield Oil) shall utilize its own subcontractors (common carriers for large transport deliveries, or companies that specialize in smaller tankwagon delivery). The trucks, tank wagons and other fuel delivery equipment are owned and insured by these subcontractors and not FleetCor or Mansfield.

Fuel deliveries will occur in all weather conditions except that when driving conditions or safety conditions do not permit the delivery trucks to be on the road, in which case delivery may not be able to occur.

**Scope Item 3.30.3. Company Delivery Staff.****ITB Specification****3.30.3 Company Delivery Staff.**

The Company Delivery staff shall adhere to the following during all deliveries:

- Sign in at a City Designated area immediately upon entering the facility/site.
- Use designated routes to fuel tank(s), as defined by the City.
- Be escorted to the delivery point by City staff, which shall be present during all connections and disconnections.
- Use the fill port system designated by the City in order to transfer the fuel.
- Remain with the Company's vehicle at all times, and continually monitor the fuel transfer process.
- Use physical barriers such as wheel chocks to reduce the potential for unintentional disconnections.
- Drain the loading/unloading lines to the storage tank and close the drain valves before disconnecting loading/unloading lines.
- Place a drain pan or other appropriate containment device under all connections.
- Inspect the Company vehicle before departure to confirm all loading/unloading lines have been disconnected, all drain and vent valves are closed, and confirm that there are no leaks.

### **FleetCor Response**

Mansfield Oil agrees to the specification, except however the City needs to understand that with Carriers Mansfield utilizes for delivery, there is a one-hour window for fuel delivery to be completed from the time the Truck/Driver arrives at the property until he disconnects and leaves the property. If the Driver is delayed due to waiting for City staff to escort and/or be present during all connections or disconnections, should those delays caused by the waits for City personnel result in additional charges to FleetCor or the fuel supplier, we reserve the right to pass through those demurrage or extended time to deliver surcharges to the City.

### **Scope Item 3.30.3 Exception taken to 3.30.3 Company Delivery Staff (Regarding Additional Charges for demurrage or extended time to deliver surcharges should Delivery Staff be delayed waiting on City Staff).**

With Carriers Mansfield utilizes for delivery, there is a one-hour window for fuel delivery to be completed from the time the Truck/Driver arrives at the property until he disconnects and leaves the property. If the Driver is delayed due to waiting for City staff to escort and/or be present during all connections or disconnections, should those delays caused by the waits for City personnel result in additional charges to FleetCor or the fuel supplier, we reserve the right to pass through those demurrage or extended time to deliver surcharges to the City.

Language change to 3.30.3, add the following bullet point:

- If Carrier experiences delays waiting on City staff to be present to witness delivery, should the delays waiting cause the Carrier to exceed one-hour delivery window, whereby Carrier charges the fuel supplier demurrage or extended time to deliver surcharges, then the Company reserves the right to pass through such surcharges to the City if the fuel supplier charges the Company.

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**Scope Item 3.30.4. Security Access to On-site Fueling.****ITB Specification****3.30.4 Security Access to On-site Fueling.**

Company shall adhere to the following security measures at all receiving facilities:

- Company shall provide City with Photos and names of any Company Employees who shall be making deliveries of Consigned Fuel to City facilities upon Contract Execution and for new employees during the term of this Contract, prior to servicing any City facility;
- The City shall be notified of pending deliveries to an Onsite Fueling Location;
- Company employees must sign in at each facility upon entering the facility;
- Company employees must wear a company ID badge;
- Delivery employees shall be escorted to the delivery point by a City representative; and
- For select locations, the delivery employees shall be issued a radio and must maintain constant communication contact with the City representative.

**FleetCor Response**

Our fuel supplier subcontractor (Mansfield Oil) agrees to the above specifications, however we notice that the Requirements Matrix Excel worksheet has different requirements in it. Specifically, to be clear, we have not priced the cost of placing security tags on deliveries and do not propose doing that task. Drivers or fuel supplier shall not notify the City before the delivery truck leaves terminal. Both of these items are in the Requirements Matrix but are not listed in the above specification.

**Scope Item 3.30.4 Exception taken to 3.30.4 Security Access to On-site Fueling (Regarding Requirements Matrix not matching specifications in 3.30.4).**

The Requirements Matrix includes certain specifications that are not listed in 3.30.4, and we just want it to be clear that we have not priced the cost of placing security tags on deliveries and do not propose doing that task. Drivers or fuel supplier shall not notify the City before the delivery truck leaves terminal. Drivers shall not have a certificate of analysis. All of these items are in the Requirements Matrix but are not listed in the above specification.

**Scope Item 3.30.4.1 Aviation Facility Specific Security Access Requirements.****ITB Specification****3.30.4.1 Aviation Facility Specific Security Access Requirements.**

The following additional Security Access requirements apply when provided service to Aviation Department Facilities:

- All Company employees must adhere to the CLT Security Handbook and the Airport Security Plan.
- The Company's employees must apply and qualify for an airport security badge prior to employment. The standards adopted by the Transportation Security Administration for the issuance of these security badges are captured in Title 49 of the Code of Federal Regulations, Part 1542.

- When five (5) or more Company employees require a security badge to perform the Work, the Company must designate at least one (1) as an ‘authorized signer’. The authorized signer must hold a valid CLT badge and is responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees. CLT security badge requirements are accessible at: CLT Airport Credentialing

#### Addendum #1, Item #15 Modification

##### **Modification:**

The following bullet points are appended to Section 3.30.4.1:

- Consignment fuel deliveries must be made between 11:00pm and 4:00 am to minimize potential impacts related to aircraft movement and ramp traffic. All deliveries must be escorted onto airport property and off airport property, staying with the escort at all times. All delivery vehicles and drivers of said vehicles are subject to search and inspection, and all Drivers Licenses will be checked against a restricted database prior to entering onto CLT Secure property.
- For the airport, delivery drivers are to report to designated field gate, call airport operations for escort to fuel site and wait for escort. Fuel truck and driver are subject to search and drivers license check.

##### **FleetCor Response**

Please see our response to Scope Item 3.33 where we have submitted an Exception. FleetCor has decided to “No Bid” the Charlotte Airport Consignment and Bulk Fuel portion of the ITB.

#### **Scope Item 3.30.5 Spill Prevention and Response.**

##### **ITB Specification**

##### **3.30.5 Spill Prevention and Response.**

The Company should have measures in place to meet the requirements of City Spill Prevention, Control, and Countermeasure (SPCC) Plans in accordance with the SPCC Regulation (40 CFR 112), and the City Stormwater Pollution Prevention Plan in accordance with the Federal Water Pollution Control Act’s National Pollutant Discharge Elimination System (NPDES) program. The Company must:

- Be HAZMAT trained.
- Have the ability to provide documentation of completion of HAZMAT training for Service Provider’s fuel delivery staff.
- Have the appropriate training, policies and procedures, and equipment to be able to immediately clean up any fuel spills that occur during service to the City.
- Immediately report fuel spills to the on-site City representative and to appropriate external agencies in a timely fashion.

The Company shall maintain all equipment necessary on their delivery vehicles for the clean-up of incidental spills, drips or leaks at all times. Suggested equipment includes: absorbent material, industrial wipers, and clean-up containers.

In the event of a spill resulting from the Company’s actions, the Company’s employee shall perform initial spill response to prevent potential injury to City employees, damage to City Equipment,



materials, or land, and to prevent chemicals from reaching storm drains. The Company shall be liable for reimbursing the City for any fines levied against the City for spills resulting from the Company's actions and shall pay for any costs incurred for clean-up and emergency response.

The Company must have a spill prevention program available and follow the Company's procedures in case of a spill. The Company awarded this Contract must provide a copy of their spill prevention program to the City for review.

This requirement shall in no way limit the Company's recourse with its suppliers to recover any damages, losses, costs, expenses, penalties, fines or liabilities of any kind resulting from overfills or spillages occurring on City property, to the extent caused by the Company, their subcontractor, or their subcontractors' subcontractors.

#### Addendum #1, Item 14

##### **Modification:**

Section 3.30.5 is replaced in its entirety as provided below:

The Company should have measures in place to meet the requirements of City Spill Prevention, Control, and Countermeasure (SPCC) Plans in accordance with the SPCC Regulation (40 CFR 112), the Airport specific 2019 SPCC Plan, and the City Stormwater Pollution Prevention Plan in accordance with the Federal Water Pollution Control Act's National Pollutant Discharge Elimination System (NPDES) program. Copies of such plans may be accessed here. The Company must:

- Be HAZMAT trained.
- Have the ability to provide documentation of completion of HAZMAT training for Service Provider's fuel delivery staff.
- Have the appropriate training, policies and procedures, and equipment to be able to immediately clean up any fuel spills that occur during service to the City.
- Immediately report fuel spills to the on-site City representative and to appropriate external agencies in a timely fashion.

The Company shall maintain all equipment necessary on their delivery vehicles for the clean-up of incidental spills, drips or leaks at all times. Suggested equipment includes: absorbent material, industrial wipers, and clean-up containers.

In the event of a spill resulting from the Company's actions, the Company's employee shall perform initial spill response to prevent potential injury to City employees, damage to City Equipment, materials, or land, and to prevent chemicals from reaching storm drains. The Company shall be liable for reimbursing the City for any fines levied against the City for spills resulting from the Company's actions and shall pay for any costs incurred for clean-up and emergency response.

The Company must have a spill prevention program available and follow the Company's procedures in case of a spill. The Company awarded this Contract must provide a copy of their spill prevention program to the City for review.

This requirement shall in no way limit the Company's recourse with its suppliers to recover any damages, losses, costs, expenses, penalties, fines or liabilities of any kind resulting from overfills or spillages occurring on City property, to the extent caused by the Company, their subcontractor, or their subcontractors' subcontractors. The Company must notify the City prior to delivery and City representative must be present during deliveries.

#### Addendum #1, Item 18

##### **Service Provider Question:**

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This section 3.30.5 contradicts 3.29.2 Tank Ownership. The tank owner (City) needs to be responsible for all SPCC requirements. Please remove this section.

**Answer:**

While the City is the tank owner, Company should be responsible for understanding and complying with any applicable SPCC requirements.

**FleetCor Response**

FleetCor must take exception to this specification. Please see exception written below.

**Scope Item 3.30.5 Exceptions taken to 3.30.5 Spill Prevention and Response (Regarding responsibilities for Spills).**

FleetCor's fuel supplier subcontractors (Mansfield Oil or Jacobus Energy) and Mansfield's carrier subcontractors shall be responsible for any compliance to this specification (if applicable). FleetCor represents that we are the Fleet Card program provider and vendor who essentially is just billing and reporting the bulk/generator and mobile wet hosing purchases and deliveries to the City, providing consolidated billing and reporting on a single reporting platform. FleetCor is not a petroleum distributor or wholesaler and we are not a petroleum carrier or delivery company. We cannot purchase commercial general liability or pollution liability insurance to cover those types of activities since we do not perform them or employ staff or own equipment performing these activities. As such, we cannot assume responsibility for certain specifications, we must rely entirely on subcontractors or in the case of Mansfield, its subcontractors. We will not be held liable for damages for spills, leaks, or contamination that might possibly occur. Consider the following:

- 1) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that are HAZMAT trained and that have the ability to provide documentation of completion of HAZMAT training for their fuel delivery staff. FleetCor assumes no responsibility for HAZMAT training.
- 2) Jacobus Energy advises FleetCor that they are HAZMAT trained and it has the ability to provide documentation of completion of HAZMAT training for their fuel delivery staff. FleetCor assumes no responsibility for HAZMAT training.
- 3) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that represent they have the appropriate training, policies and procedures, and equipment to be able to immediately clean up any fuel spills that occur during service to the City. FleetCor assumes no responsibility for this training, policies and procedures, and equipment to be able to immediately clean up fuel spills.
- 4) Jacobus Energy advises FleetCor that they have the appropriate training, policies and procedures, and equipment to be able to immediately clean up any fuel spills that occur during service to the City. FleetCor assumes no responsibility for this training, policies and procedures, and equipment to be able to immediately clean up fuel spills.
- 5) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that acknowledge that they will immediately report fuel spills to the on-site City representative and to appropriate external agencies in a timely fashion. FleetCor assumes no responsibility for reporting fuel spills.

- 6) Jacobus Energy advises FleetCor that they will immediately report fuel spills to the on-site City representative and to appropriate external agencies in a timely fashion. FleetCor assumes no responsibility for reporting fuel spills.
- 7) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that acknowledge that they shall maintain all equipment necessary on their delivery vehicles for the clean-up of incidental spills, drips or leaks at all times. Suggested equipment includes: absorbent material, industrial wipers, and clean-up containers. FleetCor assumes no responsibility for maintaining such equipment on subcontractor delivery vehicles.
- 8) Jacobus Energy advises FleetCor that they shall maintain all equipment necessary on their delivery vehicles for the clean-up of incidental spills, drips or leaks at all times. Suggested equipment includes: absorbent material, industrial wipers, and clean-up containers. FleetCor assumes no responsibility for maintaining such equipment on subcontractor delivery vehicles.
- 9) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that acknowledge that in the event of a spill resulting from the delivery company's actions, the delivery company's employee shall perform initial spill response to prevent potential injury to City employees, damage to City Equipment, materials, or land, and to prevent chemicals from reaching storm drains. Mansfield Oil or the delivery company subcontractor shall be liable for reimbursing the City for any fines levied against the City for spills resulting from the delivery company's actions and shall pay for any costs incurred for clean-up and emergency response. FleetCor assumes no responsibility for performing initial spill response, and shall not be liable for reimbursing the City for any fines levied against the City for spills resulting from the delivery company's actions and FleetCor shall not be responsible or liable to pay for any costs incurred for clean-up and emergency response.
- 10) Jacobus Energy advises FleetCor that in the event of a spill resulting from the Jacobus Energy's actions, Jacobus Energy's employee shall perform initial spill response to prevent potential injury to City employees, damage to City Equipment, materials, or land, and to prevent chemicals from reaching storm drains. Jacobus Energy shall be liable for reimbursing the City for any fines levied against the City for spills resulting from Jacobus Energy's actions and shall pay for any costs incurred for clean-up and emergency response. FleetCor assumes no responsibility for performing initial spill response, and shall not be liable for reimbursing the City for any fines levied against the City for spills resulting from Jacobus Energy's actions and FleetCor shall not be responsible or liable to pay for any costs incurred for clean-up and emergency response.
- 11) Mansfield Oil advises FleetCor that they have a spill prevention program available, and that it will only use carriers/delivery companies that acknowledge that they have a spill prevention program available and will follow those procedures in case of a spill. FleetCor as Fleet Card Program provider and entity who merely bills these purchases and deliveries on our card processing platform, assumes no responsibility for having a spill prevention program.
- 12) Jacobus Energy advises FleetCor that they have a spill prevention program available, and will follow those procedures in case of a spill. FleetCor as Fleet Card Program provider and entity who merely bills these purchases and deliveries on our card processing platform, assumes no responsibility for having a spill prevention program.

- 13) FleetCor's designated Fuel Suppliers, rather than FleetCor, shall have liability to Customer for damages, losses, costs, expenses, penalties, fines or liabilities, including but not limited to, of any kind arising out of any overfills or spillages occurring at City properties, to the extent caused by the negligence of the Fuel Supplier or their designated delivery carrier.

### **Scope Item 3.30.6 Mobile Wet Hosing Services.**

#### **ITB Specification**

##### **3.30.6 Mobile Wet Hosing Services.**

The Company or the Company's Mobile Wet Hosing Subcontractor, shall assign each vehicle its own unique bar code detailing Company or Company's Mobile Wet Hosing Subcontractor's name, vehicle number, product code, and tank size. The Company or the Company's Mobile Wet Hosing Subcontractor's handheld reading device scans each bar code to allow fuel disbursement at the City's onsite facility.

After gaining entry to the City's vehicle parking areas, the Company or the Company's Mobile Wet Hosing Subcontractor, shall engage their fueling truck's 4-way flashers and/or strobe light. The fueling truck shall typically be positioned perpendicular to a row of vehicles to be fueled. Fuel hoses are 150 feet in length, and the truck shall be positioned to minimize the number of truck movements and overall time required to complete each truck fueling.

After the fueling truck is positioned, the Company or the Company's Mobile Wet Hosing Subcontractor, shall reset the meters, engage the pump, pull the hose into position, and otherwise prepare to begin fueling. City vehicles will be fueled in a sequence logical to vehicle parking location. Vehicles closest to the entry point will be fueled first, and then in sequence based on proximity to one another. The Company or the Company's Mobile Wet Hosing Subcontractor shall maintain contact with the fueling nozzle at all times while fuel is being dispensed.

City vehicles shall be fueled at a speed that allows the Company or the Company's Mobile Wet Hosing Subcontractor to be efficient while avoiding fuel splashing or spilling. The Company or the Company's Mobile Wet Hosing Subcontractor's employees shall stop fueling at the first click of the nozzle handle to avoid overfills. When moving from one truck to another, the Company or the Company's Mobile Wet Hosing Subcontractor's employees shall carry the nozzle in an upward position to avoid fuel drips.

Once the fueling process is completed at a particular yard, the Company or the Company's Mobile Wet Hosing Subcontractor, shall roll up the fueling hose, disengage the pump and power take-off shaft, and print meter tickets and equipment fueling receipts. Meter tickets and fuel receipts will be dropped in a City-designated location. Immediately prior to departing the parking area, the Company or the Company's Mobile Wet Hosing Subcontractor shall disengage the fueling truck's 4-way flashers and/or strobe light.

#### Addendum #2, Item #5

##### **Service Provider Question:**

What frequency (i.e. daily, weekly) are the City of Charlotte's vehicles wet-hosed?

What days of the week are City of Charlotte's vehicles wet-hosed?

##### **Answer:**

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Mobile Wet Hosing is currently provided Monday through Friday along with additional Saturday sessions for the Saturdays following these City Holidays:

Thanksgiving Day  
Christmas Day  
Martin Luther King Jr.s Birthday

Specific Mobile Wet Hosing details, including dates and times, shall be coordinated between the awarded vendor and the City or Participating Public Agency.

Addendum #2, Item #6

**Service Provider Question:**

What are the receiving hours for wet-hosing?

**Answer:**

Mobile Wet Hosing is currently provided between the hours of 4:30 – 10:30pm. The City’s Solid Waste Services receiving hours are 7:30pm – 12:30am.

Specific Mobile Wet Hosing details, including dates and times, shall be coordinated between the awarded vendor and the City or Participating Public Agency.

Addendum #2, Item #7

**Service Provider Question:**

How many vehicles are wet-hosed on a schedule (i.e. daily or weekly) in the City of Charlotte’s fleet?

**Answer:**

Mobile Wet Hosing is currently provided between the hours of 4:30 – 10:30pm. The City’s Solid Waste Services receiving hours are 7:30pm – 12:30am.

Currently, the City’s Solid Waste Services has 200 vehicles that would require wet hosing. Of these 200 vehicles, a minimum of 135 vehicles would need to be fueled each night.

Addendum #2, Item #8

**Service Provider Question:**

What is the daily average fuel delivery size for wet-hosing?

**Answer:**

The City’s Solid Waste Services averages 2,475 gallons of fuel each day.

Addendum #2, Item #9

**Service Provider Question:**

What is the average delivery size per vehicle for wet-hosing?

**Answer:**

The average fuel tank capacity of the SWS fleet is 86 gallons per unit. The City does not specify delivery vehicle sizes for Mobile Wet-Hosing services.

**FleetCor Response**

To provide “Wet Hosing” (Mobile Fueling) deliveries to the City of Charlotte, FleetCor will utilize the services of Jacobus Energy, LLC who does business as Jacobus Energy Mobile Fueling

(herein “Jacobus” or “Jacobus Energy”). Jacobus agrees to supply and deliver the Wet Hosing fuel supply requested in the ITB, and they have reliably provided these services to the City of Charlotte Sanitation Department under prior/current similar as our subcontractor since 2012.

For reference, Jacobus Energy’s address, primary contact person and website are shown below.

Corporate Office  
11815 West Bradley Road  
Milwaukee, WI 53224

Charlotte Office  
5530-A Hovis Road  
Charlotte, NC 28216

Primary Contact Person:  
Pat Lehman, Senior Fuel Management Consultant  
Jacobus Energy  
Cell: 336-553-8684  
Email: [plehman@jacobusenergy.com](mailto:plehman@jacobusenergy.com)  
Website: [www.jacobusenergy.com](http://www.jacobusenergy.com)

❖ **See Required Form 6 – Company Background Response, for additional information about Jacobus Energy and the company’s Delivery Automation capabilities.**

Jacobus Energy, not FleetCor shall be responsible for providing the Mobile Wet Hosing Services as per the specification outlined.

- Please recognize that during prior contract, in 2012 we amended the contract to include this service with FleetCor billing the mobile wet hosing delivery transactions on the Fuelman Fleet Card, as desired and requested by the City.
- Jacobus Energy (formerly Quick Fuel Fleet Services) was at the time, and we believe continues to be, the preferred and highly qualified vendor the City of Charlotte Solid Waste Services Department needs to handle this service.

Jacobus Energy has advised FleetCor that it can and does currently perform the Mobile Wet Hosing Services following the general guidelines outlined in 3.30.6 above. Jacobus has advanced Delivery Automation that meets or exceeds the requirements listed.

**Scope Item 3.31. Equipment.**

**ITB Specification**

**3.31. Equipment.**

The Company will be required to provide, install, maintain, repair, and replace as needed one (1) Card Reader per tank / Fuel Island. The Company shall calibrate all pumps prior to the beginning of service, and at least once annually during the term of this Contract.

The City shall calibrate City owned equipment as needed. The Company shall not be responsible for calibration or other repair or maintenance of City owned equipment during the term of this Contract.

### **FleetCor Response**

We take exception to this requirement as described below, there are contradicting statements in the two paragraphs. Since the City owns the dispensers, the City will be responsible for calibrations for its equipment. If the City wants FleetCor to order the calibrations and bill the City for these services, we can do this.

### **Scope Item 3.31 Exceptions taken to 3.31 Equipment (Regarding responsibilities for Calibration).**

The above paragraphs under 3.31 has contradicting statements. In the first paragraph it says: **The Company shall calibrate** all pumps prior to the beginning of service, and at least once annually during the term of this Contract.

In the second paragraph it says:

**The City shall calibrate City owned equipment as needed.** The Company shall not be responsible for calibration or other repair or maintenance of City owned equipment during the term of this Contract.

We request the last sentence of first paragraph in 3.31 be deleted from the specification.  
Language change needed to 3.31

The Company will be required to provide, install, maintain, repair, and replace as needed one (1) Card Reader per tank / Fuel Island. ~~The Company shall calibrate all pumps prior to the beginning of service, and at least once annually during the term of this Contract.~~

The City shall calibrate City owned equipment as needed. The Company shall not be responsible for calibration or other repair or maintenance of City owned equipment during the term of this Contract.

### **Scope Item 3.31.1 Audits.**

#### **ITB Specification**

##### 3.31.1 Audits.

The Company shall conduct a full audit of all existing Onsite Fueling Locations with Consignment Fueling Requirements for the City prior to beginning services for the purpose of confirming the information provided in the list of City Onsite Fueling Locations and determining any necessary equipment repairs, replacements, or additions required to begin services. A final audit report shall be provided to the City, detailing the following:

- Onsite Fueling Location
- Equipment
- Age of Equipment
- Condition of Equipment
- Equipment needing to be Replaced/upgraded (also indicate recommended replacement model/make/price, etc.)

- Additional required equipment
- Verification of delivery truck size restrictions

Recommendations to replace, upgrade, or purchase new equipment shall only be made when existing equipment impedes the Service Provider's ability to install and/or run Card Readers at the Onsite Fueling Location. These recommendations shall include a quote for the recommended replacement or new equipment, which the City shall, at their own discretion choose to purchase and install or not. The City shall work with the Service Provider to have equipment in working order at each Onsite Fueling Location.

Addendum #2, Item #10

**Service Provider Question:**

Will Audits of locations be required if the existing vendor is chosen for bid award?

**Answer:**

The City would not request an audit of equipment unless there are technology needs related to card readers that would need to be updated to continue service.

**FleetCor Response**

FleetCor is familiar with the Audits required and we contracted to have these audits completed by local Charlotte petroleum equipment company named Petroleum Equipment and Service, Inc. (herein "Petroleum Equipment"). Petroleum Equipment has experience working on the City owned equipment in years past. We would utilize this vendor to complete those services again if the City desires to go through that process again. We have quoted the expected cost of audits on the Required Form 4 - Pricing Worksheet. Please note that the Section number referred to on the Pricing Worksheet says Section 4.22.1, which should refer to section 3.31.1.

**Scope Item 3.31.2 Required Equipment.**

**ITB Specification**

3.31.2 Required Equipment.

The Company shall, at a minimum, provide the following equipment for each City Onsite Fueling Location, along with any associated devices, readers, etc.:

- One (1) Card Reader per pump or Fuel Island to allow monitoring of all Fuel Transactions at City Sites and provide appropriate reporting data into the Fleet Card Management System. Each Card Reader must have the ability to issue receipts to users at the time of transaction. The City shall, at their discretion, determine which Onsite Fueling Locations with Card Readers will also require printers. The Cost of providing and maintaining each receipt printer shall be directly passed along to the Onsite Fueling Location only, rather than spread across all Onsite Fueling Locations.
- Installation, ongoing support and maintenance, and replacement/repair of faulty/outdated/out of order card readers and other Company owned and installed equipment shall be provided by the Company at no cost to the City.
- The Company shall respond to notifications by the City of issues with Onsite Card Readers or inoperable Card Readers within two (2) hours of notification.



The Company must allow the City's truck wash system vendor to format their card reader system so that the City's truck wash card reader is able to read and record the equipment number from the Company's fuel card.

**Additionally, the Company must utilize the proper size fuel hose(s) and nozzle(s) to fill City owned tanks through the appropriate ports. The Company shall be liable to pay for any damage to tanks owned by the City through the use of incorrect equipment by the Service Provider at the actual cost of such damage.**

### **FleetCor Response**

Other than minor exceptions we define below, FleetCor agrees to provide the required equipment. The Card Readers are already installed at City onsite locations deemed feasible for consigned fuel services during audits conducted in the prior similar contract term. Currently we have installed FuelMaster brand card readers, manufactured by Syntech Systems, Inc.

Under prior similar contract, the City currently has installed and pays for standard analog phone lines, which are used for dialing the Fuelman authorization system and processing transactions. These phone lines are also used for remote diagnostics in the event of equipment failure. These phone lines must remain in place until such time as the equipment can be upgraded and transition to Internet processing (over City network or cellular connectivity), project described below.

In past, under prior similar contract the City worked with our fuel supplier (Mansfield Oil) to create secure VPN tunnel access to ATG devices, over the City's Local Area Network (LAN). This connectivity must remain, or otherwise be replaced with cellular connectivity.

### **Requirement to have electronic ATG equipment and Remote Access ATG Equipment.**

We are noting an exception to the Equipment Requirements below, regarding stations designated to receive consigned fuel services, must have working Automatic Tank Gauging (ATG) device, and FleetCor's fuel supplier must be able to remotely monitor fuel inventory levels from City owned ATG devices, for sake of delivery dispatch and basic inventory accounting (not for environmental compliance monitoring). This monitoring must be allowed either by connectivity over the internet (across the City's Network), or if determined necessary via cellular modem connectivity to the ATG equipment.

### **Project to Transition Card Readers from Analog Phone Lines to Internet (Cellular or Network Connectivity).**

- **Why Move Away from Analog Connectivity?** Not only are analog lines costly to maintain, but the major phone companies will soon move away from this method of communication. Analog phone lines are costly and we will continue to see an increase in costs. This is an old type of technology and phone service providers are moving away from this method of communication. We are experiencing that phone line providers aren't dedicating support resources and have been slowly fading analog technology out of the industry by raising costs. Mansfield Oil's Fuel Systems and Services (FS&S) department, who helps FleetCor support our equipment, is being proactive by transitioning the method of connectivity to Internet/IP as soon as possible. This transition will allow us to continue to service you as efficiently and as effectively as possible.

- **What are the Alternatives versus Analog?** There are two options for converting phone communication over to a Network/IP communication. Both options are dependable and viable options for you as the customer. Options include:
  1. **Network to Network Tunnel Card Reader & ATG Connectivity:** A safe and private network tunnel made through collaborative efforts between the City's Information Technology department and our Business Technology team at Mansfield and technology vendor (ControlScan).
    - Ongoing costs are lower with this option, limited to a Secure Payment Gateway (SPG) Secure Line subscription to technology vendor ControlScan for the card reader.
    - This option does require Ethernet (CAT5 cable connection) to the ATG (if not already in place) and the card reader. Pulling this cable into the card reader especially can present problems.
    - Requires upgrades to the card reader. For older FuelMaster equipment this includes an FMU Network Card, an AC Adapter/Power Strip, an LRU Board, an MIB Board, a Card Reader Board, and labor for installation of the upgrades. FleetCor would pay for these upgrades for FuelMaster equipment that FleetCor owns, however the City will need to pay for these upgrades for any card readers the City owns.
    - Requires purchase of an SPG Converter Box by Customer (from ControlScan) to maintain the secure payment Connection through ControlScan.
    - Network to Network option can be the most time consuming to get started and setup. Both technology teams must be proficient in VPN and must work together in order to successfully complete and maintain this transition to operate on Customer's Network.

## 2. Cellular Network Connectivity.

**ATG Connectivity:** We can supply a cellular device that is already pre-programmed with a self-contained Verizon network. It will be ready to plug-in and communicate with your equipment on site. While the Cellular Network Modem is the quickest and easiest to set-up, you will incur ongoing monthly costs (\$10 per month) which is a pass-through that FleetCor is charged from Mansfield Oil for their Verizon cellular data plan charges.

**Card Reader Connectivity:** We recommend using technology vendor ControlScan's PaySafe-Connect for Cardlock with Cellular plan from ControlScan.

- PaySafe-Connect is a new generation of managed firewall hardware that provides a scaled down managed firewall service and bundles the firewall hardware cost into the monthly service.
- With Pay-Safe Connect, the customer would return the firewall hardware at the end of the service term, because that hardware has no upfront cost.
- There is a Cellular data plan required, and ControlScan offers one, which currently is \$30 per month.
- PaySafe Connect for Cardlock fee is currently \$44 per month based for their 36-month term service agreement. Again this fee includes firewall hardware and the Secure Payment Gateway being included in the price of the PaySafe Connect service. The City would need to establish an account with the ControlScan and sign agreement for service agreement from the technology vendor.

- Cellular connection also requires upgrades to the card reader. For older FuelMaster equipment this includes an FMU Network Card, an AC Adapter/Power Strip, an LRU Board, an MIB Board, a Card Reader Board, and labor for installation of the upgrades. FleetCor would pay for upgrades to FuelMaster equipment that FleetCor owns, however the City would pay for upgrades to card readers the City owns.

### **Quotations for Expected Expenses and Execution of the Project**

If awarded the contract, FleetCor will:

- Present the upgrade project and estimated costs for the available options to the City, and to any local government receiving consigned fuel services (like Mecklenburg County).
- We will work to get the direction the City wants to pursue for connectivity and schedule the necessary work and equipment ordering to complete the project.
- We will assist with order and subscription service forms from technology vendor ControlScan.
- FleetCor business manager over consigned fuel supply (Alice Hafkey) will steer the project, and FleetCor Technician Alex Ortiz, will be our technical coordinator for the work to be done at each site.
- We will work closely with Mansfield Oil, ControlScan, and any required petroleum equipment service firms needed, to get the equipment and upgrades delivered, installed and project completed.

### **Scope Item 3.31.2 Exceptions taken to 3.31.2 Required Equipment (Regarding Receipt Printers, 2 Hour Service Requirement, and Activating Truck Wash System).**

FleetCor must take exceptions to certain of the equipment requirements, as outlined below:

- 1) Receipt Printers.** In 1st bullet point, we request the highlighted reference below for printers to be removed. Printers are not and have never been installed on the card readers at consigned locations. We do not propose or agree to install receipt printers on the card readers. Language change needed to 3.31.2, first bullet point:
  - One (1) Card Reader per pump or Fuel Island to allow monitoring of all Fuel Transactions at City Sites and provide appropriate reporting data into the Fleet Card Management System. ~~Each Card Reader must have the ability to issue receipts to users at the time of transaction. The City shall, at their discretion, determine which Onsite Fueling Locations with Card Readers will also require printers. The Cost of providing and maintaining each receipt printer shall be directly passed along to the Onsite Fueling Location only, rather than spread across all Onsite Fueling Locations.~~
- 2) 2 Hour Service Requirement.** In third bullet point, though FleetCor is likely able to respond back to the City on a reported equipment failure within 2 hours, please note that if the notification is received after normal business hours or on the weekend, the notification needs to occur by phone call to designated FleetCor representative (Alice Hafkey) or the Fuel Supplier's equipment support department. We request the response deadline to be moved from 2 hours to 12 hours. If a physical visit to the property is required by our designated equipment repair subcontractor, please recognize that for onsite work to commence, it likely would require a minimum of 24 hours. Language change needed to 3.31.2 third bullet point:

- The Company shall respond to notifications by the City of issues with Onsite Card Readers or inoperable Card Readers within ~~twelve-two~~ (12) hours of notification.

**3) Truck Wash Activation.** FleetCor is not opposed to the truck wash system provider enabling their POS system to read the City's Fuelman card to activate the car wash. However, FleetCor shall not be responsible for any programming to do this, or to somehow capture the Equipment Number of the vehicle. FleetCor would not be involved in reporting use of the Truck Wash. Language change needed to 3.31.2 fifth paragraph:

The Company must allow the City's truck wash system vendor to format their card reader system at truck wash system vendor's cost so that the City's truck wash card reader is able to read and record the equipment number from the Company's fuel card.

**Scope Item 3.31.2 Exceptions taken to 3.31.2 Required Equipment (Regarding proper size fuel hoses and nozzles and liability to pay for any damage to tanks caused by use of incorrect equipment).**

FleetCor's fuel supplier (Mansfield Oil), or its delivery subcontractors, shall be responsible for any damage they cause by using incorrect nozzles or fuel hose fittings when delivering to City owned tanks. FleetCor will act as intermediary if necessary should such a claim arise, however we must rely on Mansfield Oil to solve such a situation, and we believe they will do so if sufficient proof that its carrier or delivery company truly caused an equipment breakage on City owned tank.

Language change to 3.31.2, last paragraph:

**Additionally, the Company must utilize the proper size fuel hose(s) and nozzle(s) to fill City owned tanks through the appropriate ports. If sufficient proof is provided that the fuel supplier or its carrier caused damage to tanks owned by the City, The Company's fuel supplier subcontractor or its Carrier subcontractor causing the damage shall be liable to pay for any damage to tanks owned by the City through the use of incorrect equipment by the Service Provider at the actual cost of such damage.**

**Scope Item 3.31.2 Exceptions taken to 3.31.2 Required Equipment (Regarding functioning ATG Equipment and Remote Connectivity).**

To provide consigned fuel services, the location must have a working electronic Automatic Tank Gauging (ATG) device, and FleetCor's fuel supplier must be able to remotely monitor fuel inventory levels from City owned ATG devices, for sake of delivery dispatch and basic inventory accounting (not for environmental compliance monitoring). This monitoring must be allowed either by connectivity over the internet (across the City's Network), or if determined necessary via cellular modem connectivity to the ATG equipment.

If ATG equipment connectivity is not present, the City must allow FleetCor to upgrade the ATG and bill the City for related upgrades required. If a City owned location does not have functioning ATG equipment (with network or cellular connectivity), FleetCor reserves the right to not provide consigned fuel services to the location.

Language that needs to be added to 3.31.2:

To be eligible to received consigned fuel services, City owned tanks must have an electronic automatic tank gauge (ATG) that can be remotely monitored by the Company or its fuel supplier using appropriate connectivity (cellular or LAN connection).

## **Scope Item 3.32. Pricing.**

### **ITB Specification**

#### **3.32. Pricing.**

The City expects to establish a long-term relationship with their Fuel Supply Products, Fuel Cards, and Related Services Company in order to permit costs and fees to be distributed properly over a sufficient time period. For purposes of this ITB and the Company's Bid, assume an initial term of five (5) years, with the City having an option to renew for two (2) additional consecutive two (2) year terms thereafter.

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this ITB. A pricing worksheet is provided in Section 6, Form 4 to assist you.

Pricing shall be a combination of OPIS average "Rack price" as set forth in Sections 3.4.1. of this Scope of Services plus margin per gallon.

#### Addendum #2, Item #11

##### **Service Provider Question:**

Will a vendor's bid be considered responsive if pricing qualifiers are included (i.e. delivery fees)

##### **Answer:**

Additional fees are not allowed. All costs should be included in the Rack + Bid submission.

#### Addendum #2, Item #12

##### **Service Provider Question:**

Will a vendor's bid be considered responsive if a flat delivery fee for wet-hosing is included in addition to the OPIS differential pricing?

##### **Answer:**

No, the delivery fee for wet hosing should be included in the mark-up on the vendor's price per gallon.

### **FleetCor Response**

FleetCor acknowledges and agrees to the Pricing specification for the term of the contract, subject to pricing exceptions we have submitted in responses to Scope Items in Sections of 3.4.1. FleetCor has been able to stick to the contract pricing for the entire term in prior similar contracts, so we hope this has demonstrated to the City that we have the ability to do so.

- We have noted in responses to Scope Items in Sections of 3.4.1, any exceptions that we need to have included for the pricing. Among them, please note that the City will need to confirm whether it truly desires to receive "Fixed Rack Pricing" because if it does, then we must include some pricing exceptions for infrequently purchased gasoline types, due to system limitations when assigning a "Fixed Rack". Fixed Rack pricing impacts pricing of Conventional, No Ethanol grades of gasoline, and "Evolving" gasoline grades, such as

E-85, E-15, and E30. With fixed rack pricing, these grades (which the City purchases little or none), must be priced based on the Stations Retail Price, less a discount.

- Another pricing exception you will find in our responses within Scope Items in Section 3.4.1, is with regards to High Biodiesel Blends (B-5 or higher including B-20). There are no valid, pertinent racks posting prices to OPIS in Charlotte, NC for High Biodiesel blends. Unless this changes in the future, we must price High Blends of Biodiesel based on the Station's Retail Price, less a discount.
- Another pricing exception you will find in our responses within Scope Items in Section 3.4.1, is with regards to pricing to CCPA Participants (excluding the City and Mecklenburg County). We must reserve the right to not offer

### Scope Item 3.33. Fuel Products and Services Usage Information.

#### ITB Specification

#### 3.33. Fuel Products and Services Usage Information.

The information provided below is representative of the period of time from April 1, 2019 through March 31, 2020 for the City's existing Fuel Products and Services Program. These figures are provided only as information and are NOT guarantees of future usage and/or future purchases.

<b>City and County - Gallons of Fuel Used (April 1, 2019 through March 31, 2020)</b>	
Gasoline**	**City General Fleet– 3,078,367
Diesel**	**City General Fleet – 1,190,200
CNG	14,901 GGE
Diesel (City on site) *For On-Site tanks without Card Readers	*226,975
Airport Diesel On-Site Gallons	1,351,000 Bulk – 649,000 Consignment – 702,000
Airport Gasoline On-Site Gallons	780,000 Bulk – 260,000 Consignment – 520,000
Gasoline (City on site)	*125,388
Number of Transactions	**313,113 Airport (Consignment Only) – 65,312
Number of Billing Centers	132 Airport - 62
Number of Employees	City – 5,751 Airport – 4,191
Number of fueled Vehicles	City – 6,500 Airport – 1,437

\*For On-Site tanks without Card Readers

\*\*Transactions processed through fuel card readers.

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Addendum #2, Item #13

**Service Provider Question:**

For services marked “Airport” and “Consignment” under section 3.33, during the pre-bid call it was explained that this isn’t really true “consignment” as expected under section 3.12. Consignment Fuel Purchases.

- Q1. Please provide detailed explanation of how this “Airport Consignment” fuel is being handled currently and billed to the various airport vendors/customers. Define exactly what the expectation is for The Company that is awarded this contract.
- Q2. Please consider renaming this Airport Consignment Fuel to some other term that better suits, such as Airport Transaction Processing or Airport Bulk.

**Answer:**

1. Consignment fuel refers to fuel provided by the vendor, pumped into tanks at CLT locations “T-Point” and “Midfield” and available for purchase by businesses who operate at CLT Airport. The vendor retains ownership of this fuel until such time that users purchase it through the use of the existing pin-based authentication system.

The vendor shall work directly with CLT’s consignment fuel management company; currently Menzies Aviation. Airport Consignment fuel shall be sold to CLT users on a per gallon basis. Menzies will provide the vendor with the fuel usage reports for each entity at the Airport, reports are provided on a weekly basis to include all activity from Mon-Sun, or in conjunction with the weekly pricing adjustment.

The vendor will invoice each entity directly and independently, based on the weekly OPIS+ prices at the time of dispensing. In order to invoice users directly, the awarded bidder will need to establish a relationship with each of the entities and businesses operating at Charlotte Douglas International Airport.

The fuel management company; currently Menzies Aviation, and Airport staff may assist in getting this process completed. The pricing will be OPIS/Charlotte/Weekly/Average, plus per gallon mark-up from vendor.

2. The City considers this to be Consignment services as the awarded vendor will maintain ownership of all fuel until it is dispensed into a customers equipment.

Addendum #2, Item #14

**Service Provider Question:**

Can the City provide each site’s annual volume?

Would you be able to provide monthly usage volumes by fuel grade?

**Answer:**

The City does not have this information readily available. Please see Attachment 3 – Aviation Fuel Throughput by Location for Aviation specific volumes.

**FleetCor Response**

FleetCor is able to supply and does currently supply under prior similar contract, most of the fueling needs outlined in the table in Scope Item 3.33. We are eager to continue serving these needs if awarded the new contract.

We do however need to take exception to supplying fuel to the Charlotte Airport Bulk and Consignment needs, which we have explained below. We can agree to meet and discuss these needs, and involve our fuel supplier Mansfield Oil in meeting if the City will allow, to further learn and determine whether there is a way for us to handle those needs.

**Scope Item 3.33 Exceptions taken to 3.33 Fuel Products and Services and Usage Information (Regarding “No Bid” for the Airport Diesel and Airport Gasoline Onsite Gallons).**

We have considered the requirements for supplying Consignment Fuel and Bulk Fuel supply to the Charlotte Airport (Aviation) locations. At this time, we must take exception and “No Bid” the Charlotte Airport fuel supply. We are unable to bid on these gallons and provide services as specified in the ITB for these locations.

- We are willing and happy to look more closely at it, but we just don't see how a manageable, automated interface to the Fuelman Fleet Card billing platform could be arranged with Menzies.
- We need or prefer card transactions to process directly from point of sale equipment, to our authorization system.
- We are very concerned that inventory reconciliation issues will occur if transactions are missed or lost by Menzies, and we wonder who would be responsible for paying for inventory shortages that occur.
- Please realize that even for the mobile fueling interface with Jacobus, we must issue a card for each unit they fuel onsite, and Jacobus must actively manage and update their database to include current, updated Fuelman Card numbers. When they transmit deliveries on a daily or batch process, the transactions are presented as card transactions through an interface file Jacobus transmits.
- The tasks of maintaining a card database that would be required with Menzies seems extremely difficult if not impossible to manage, and then there are numerous accounts that would be required for the many different companies or users working at the airport, using the fuel, which introduces credit decisions, collections, and even locks on accounts for non-payment or delinquency, which need to occur in real time. These are companies, not governments, so credit and collections would be different than ordinary City business.



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**Supplemental or Value Add Solutions/Services not Otherwise Specified in the ITB.****1. Fraud Protection through our Enhanced Fraud Monitoring System.**

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

- All transactions are evaluated in real-time by a robust fraud management system (Safer Payments by IBM which we refer to internally as IRIS). The System utilizes machine learning, artificial intelligence and rules based technology to identify suspicious patterns.
- We employ a team of dedicated data scientists that leverage data from multiple sources, analytical tools and statistical techniques to build, test and implement rules to identify and often stop fraud on an ongoing basis.
- **Model, Simulate & Test New Rules.** Our system allows immediate changes to fraud models and business rules to help defend against fraudsters in this quick changing criminal environment.
- **Identify Suspected Counterfeiting.** Counterfeiting is a quickly growing area of credit card fraud and our fraud management system monitors for known characteristics of counterfeiting.
- We employ a team of fraud analysts that work flagged transactions.
- **Fraud Alert Notices.** If suspected fraudulent activity is identified, the system may automatically send, or Fraud Analysts working flagged transactions may send Fraud Alert Email Notices to the authorized fleet contact on the account. This will allow your card program administrator to quickly review suspected fraudulent charges.
  - The card program administrator should always reply to Fraud Alert Notices acknowledging whether the transaction is legitimate or not. If determined the transaction is not legitimate, actions will be taken to immediately lock the card and order replacement.
  - The card program administrator would need to submit a Fraud Dispute Form for any transactions it desires FleetCor Fraud Department to review for possible reimbursement or credit.
- **Ability to implement Geographic Restrictions/Rules.** The enhanced fraud management system offers ability implement purchasing rules such as limiting card use on a Customer ID to a specific geographic area like a specific state or group of states. Purchasing Rules can be but in place to deny transactions in States that have high incidences of fraud (such as Florida, Texas, or California). **This feature can significantly lower the City’s exposure to card skimming fraud.**
- The Fraud Team provides internal support to our Customer Support Team on disputes, charge-backs and suspected fraud.

**Other Considerations and Processes that are in place to Combat Fraud:**

- Velocity/Purchasing Controls established on Cards help limit fraud risk (losses). As previously explained in response to Scope Item 3.11 Additional Retail Fueling Location Requirements and Scope Item 3.17.2 Card Restrictions, under heading *Exceptions*

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*Email or Text Message Alerts for Non-Fuel (Fleet Supplies), Misc. Purchases or Concessions*, we can establish up to 2 persons on an account to receive Exceptions and Denial Alerts. Exceptions and Denial Alerts are an excellent tool for your card program administrators to quickly identify potential card skimming fraud.

- FleetCor’s fraud monitoring and card purchase controls do not guarantee all suspicious activity will be identified, so we strongly encourage clients to closely monitor purchasing activity on the card program using fleet management reporting we provide.
- If your card program administrator independently determines fraudulent activity occurring on a card, we recommend you first block and replace the card in the online system, or place call to the account manager or customer service to block and replace card due to suspected fraud. You should then **initiate a Fraud Dispute by submitting Fraud Dispute Form**, which will be researched by the FleetCor Fraud Department.
- Should the City independently identify suspicious activity and need additional investigative support before blocking a card and submitting a confirmed fraud matter, you are welcome to contact your assigned account manager during normal business hours to assist. After hours, you can contact the Call Center for assistance, which is available 24/7.

## **2. Optional Fraud Liability Protection Offered (Fraud Protector Program).**

FleetCor hereby makes available to the City and CCPA Participants a new optional program we call “Fraud Protector”. FleetCor proposes under this contract, for fraud disputes such as fraudulent purchases that occur with cards stolen through card skimming/counterfeiting, that these thefts be covered by the ADDENDUM TO CARD PROGRAM TERMS AND CONDITIONS – Fraud Liability Waiver Program Terms and Conditions (“Waiver Terms and Conditions”). We have enclosed the Waiver Terms and Conditions behind our response Section O. EXCEPTIONS TO THE ITB INCLUDING SAMPLE CONTRACT. The Fraud Protector program requires a fee, which is explained below, so this program is entirely Optional.

The City should recognize that in recent years the credit card industry has become under increased attack by criminals that steal card and PIN information, usually at retail station point-of-sale (pay-at-pump). Eventually, counterfeit cards are used to fraudulently complete purchases with the stolen card. FleetCor employs technology and analytical tools including enhanced fraud monitoring systems and analysts to help identify suspected fraud and promptly send fraud alert notices to customers. These systems include ability to block card use from certain geographic areas, typically outside the State where client operates their business. However, even with these systems and tools, there are inherent risks for card skimming fraud.

To provide Fraud Protection, we must require that Customers adhere to certain terms and conditions to have their fraud claims covered against financial loss. In summary, the Fraud Protector Terms and Conditions include:

- Customer adherence to setting minimum purchase control settings on cards.
- Customer properly managing Driver IDs (PINs).
- Customer submitting disputes on a timely basis (within 60 days of the billing statement).
- Customer responding to fraud protection alerts sent by FleetCor on a timely basis (2 business days).

- A limit to the number of days that are eligible for reimbursement for fraud dispute. We will waive your liability for Covered Transactions on a lost or stolen Card occurring during the five (5) day period immediately prior to our receipt of notification from you that the Card was lost or stolen.
- A limit to the financial responsibility that FleetCor will assume which is currently \$10,000 per compromised card, and depending on the coverage level selected, coverage from \$25,000 to \$150,000 maximum per year, subject to other limitations explained in the Fraud Liability Waiver Terms and Conditions.
- **A fee for the program shall apply. The fee varies based on the Coverage level the Customer selects when they sign up for the program. The monthly fee for lowest coverage level begins at \$649 per month (for up to \$25K coverage), to \$1,299 per month (for up to \$150K coverage).**
- Employee theft or misuse in any form is not covered (Customer's responsibility).

Of course it almost goes without saying, in today's environment, Customers must properly monitor card use including our easy to use fleet management reporting which can be provided as frequently as weekly, and we strongly recommend customers make sure their account is set to receive Exception Email Alerts, which is the easiest way to catch suspected fraudulent activity quickly. We recommend setting realistic and somewhat tight Standard Parameter Controls (Card Restrictions) on all cards to reduce financial risk and help identify exceptions.

**Fraud Protector Program Terms and Conditions.** Behind our response Section O. EXCEPTIONS TO THE ITB INCLUDING SAMPLE CONTRACT, we have included the Fraud Liability Waiver Program Terms and Conditions, which would apply to Customers opting into Fraud Protector Program. These additional terms and conditions are specifically with regard to optional Fraud Protector program if the City or CCPA Participants elect to enroll, and financial responsibility for confirmed fraudulent purchases. In the event of a conflict between these terms and conditions and terms and conditions in the solicitation or FleetCor's General Terms and Conditions for Use of Fleet Cards, the Fraud Protector Program Terms and Conditions shall control. **We will consider the City's desired modifications to these terms in the RFP Evaluation/contract negotiation process, or the City can simply decide to not enroll in Fraud Protector, whereby the responsibility for losses due to fraud shall be governed by FleetCor General Terms & Conditions for Use of Cards.** Issuance of the RFP Award without negotiating any desired modifications to these Fraud Protector Program Terms and Conditions, shall signify acceptance of the Fraud Protector Program Terms and Conditions as written.

### 3. Optional Fuelman OneLook System (Enhanced Data Analytics Dashboard Reporting).

Expected to be available later in 2020, FleetCor offers a new Dashboard data analytics system we call OneLook. OneLook will be available to customer in iFleet - FleetCor plans to phase out the FleetNetPro online system, as we phase in a new Customer User Interface which we refer to as iFleet.

OneLook will contain 6 Dashboards themes (subject to change):

1. Home Dashboard
2. Gallons / Spend Dashboard
3. Merchant Dashboard
4. Driver Dashboard
5. Discount Dashboard
6. Price Per Gallon Dashboard

At the main dashboard, key summary information with a map is displayed visually, allowing user to see where the majority of gallons and spend is occurring. The OneLook user can navigate the dashboard in a user friendly way to focus in on areas of the business he or she wants to research or to monitor activity. OneLook will allow managers the following abilities:

- Ability to Track Gallons, Spend, Discounts, Top 100 Merchants (Chains and Sites).
- Ability to visually track driver's purchases (look for high use individuals)
- Ability to see trends of price per gallon, gallons, # of transactions and more.

Access to OneLook will be available with a fee/subscription. The expected required Monthly Fee will be based on a Customer's size (annual gallons) as follows:

- \$99 - Less than 375,000 Gallons
- \$499 - 375,001 - 750,000
- \$699 - 750,001 - 1,000,000
- \$899 - 1,000,001 - 10,000,000
- \$999 - Greater than 10,000,000

We would be able to offer the City or other CCPA Participants OneLook a free 3-month trial, then the City could determine whether to continue with paid subscription for OneLook or not.

## Fuelman OneLook (Example – View of Dashboard)



### 6 Dashboards themes: (Subject to Change)

1. Home Dashboard
2. Gallons / Spend Dashboard
3. Merchant Dashboard
4. Driver Dashboard
5. Discount Dashboard
6. Price Per Gallon Dashboard

### **C. REQUIRED FORMS**

**Pages in this section contain FleetCor's completed and when required signed Forms (Listed as items numbered C. through N. in ITB paragraph 4 Bid Format)**

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### **4.1.3 REQUIRED FORMS (NARRATIVE EXPLANATION).**

#### **ITB Specification**

##### **4.1.3. Required Forms.**

To be deemed responsive to this ITB, Companies must complete, in detail, all Bid Forms listed in this Section 4, items numbered C through N.

#### **FleetCor Response**

On the pages that follow, FleetCor submits all required forms as listed in Section 4, items C. through N.





**Section 6**  
**Required Forms**

**REQUIRED FORM 3 – BID SUBMISSION FORM**

**ITB # 269-2019-059**

**FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES**

This Bid is submitted by:

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

Representative (printed): Randy Morgan

Address: HQ Address:

3280 Peachtree Road, Suite 2400

City/State/Zip: Atlanta, Georgia 30305

Email address: RMorgan@comdata.com

Telephone: (615) 376-6902

(Area Code) Telephone Number

**NOTE:**  
We ask that the City please direct any questions regarding the ITB response to our Director of Bids & Contracts:  
Mark Roberts  
543 Cox Road, Suite C-2  
Gastonia, NC 28054  
O: (704) 853-2662  
M: (704) 674-6848  
Email: markroberts@fleetcor.com

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Bid, the Company has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for bids on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid submitted by the Company on this Project and to terminate any contract awarded based on such Bid.
4. As a condition of contracting with the City, the Service Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such Bid.
5. As part of its Bid, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. The information contained in this Bid or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and

## Section 6 Required Forms

complete. This Bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Bids, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this ITB.
9. This Bid is valid for one hundred and eighty (180) calendar days from the Bid Opening.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 7. As such, I have elected to do the following:

- Include exceptions to the Sample Contract in the following section of my Bid: See Form 3 Additional PAGES Attachment
- Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.2. I understand that the City is legally obligated to provide my Bid documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Bid are marked as Trade Secret or PII: \_\_\_\_\_

No portion of the Bid is marked as Trade Secret or PII.

Representative (signed): 

**REQUIRED FORM 3 – BID SUBMISSION FORM**  
**ITB # 269-2019-059**  
**ADDITIONAL PAGES ATTACHMENT**

**ITB Specifications**

1.6.12. Exceptions to the ITB.

Each Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, specifications, and requirements stated in this ITB (including but not limited to the Terms and Conditions), except to the extent that a Company takes exception to such provisions in the manner required by this Section. To take exception to a provision of this ITB, the Company must clearly identify in Form 3, Bid Submission Form each of the following: (1) the number and title of each section of this ITB that the Company takes exception to; (2) the specific sentence within such section that the Company takes exception to; and (3) any alternate provision proposed by the Company. Companies are reminded that a material variance from the terms of this ITB may result in the Bid being rejected by the City.

4.1.4 Exceptions to the ITB.

Exceptions must be submitted in accordance with Section 1.6.12 of this ITB. If exceptions are not identified in your Bid, they may not be considered during Contract negotiation and could result in the Bid being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Bid is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Section 7 (“Sample Terms”). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City’s evaluation criteria.

Accordingly, each Company must state specifically in its Bid any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Bid, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company’s Bid and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City’s best interest to do so.

**FleetCor Response**

**List of Exceptions Taken in FleetCor’s ITB Response as Requested in Section 1.6.12.**

In table below, FleetCor provides a comprehensive list of all Exceptions that we have taken to the ITB.

For easier review and insertion of Exceptions, they are also typed write into our Solutions Response. We wrote the Exceptions directly beneath our responses to the Scope of Work Components, then we have copied those exceptions to the table that follows, so you have a convenient list of the exceptions.

Please realize that quite a few of the exceptions revolve around the City’s desire to have “Fixed Rack”, with pricing tied to the Charlotte, NC OPIS Rack, regardless of where the purchase occurs. Whereas previously, under prior similar contract, we have been allowed to price the City based on the applicable OPIS Rack (Rack City and Fuel Type) based on where the Retail Station receives its fuel (supply point and Rack Product Type). Though this change may seem

## Section 6 Required Forms

like a small one to the City, there are certain system limitations which cause us to not be able to use the Fixed Rack for certain infrequently purchased gasoline products. So, for those products specified we need to price based on entirely different pricing approach (station's retail price) in order to override the Fixed Rack that would otherwise be assigned or used in the system.

Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
1.	3.4.1.2	17	<p><b>Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing “Fixed Rack” Pricing).</b></p> <p>As stated earlier, we understand from the pre-bid conference that the City desires for the pricing in the new contract to be based on a “Fixed Rack” using Charlotte, NC for all fuels. FleetCor has the ability to provide “Fixed Rack” pricing for both gasoline and diesel fuel, however for <b>gasoline purchases</b> by the City of Charlotte, the Fixed Rack pricing would only apply to E10 grades of gasoline (product codes 2, 3, and 4 in our system). <b>We believe these product codes comprise nearly 100% of the City’s current gasoline purchases.</b> Even though the City purchases nearly zero (0) gallons of Conventional Clear No Ethanol gasoline, if the City requires Fixed Rack pricing in the contract, then we must require that for station’s selling Conventional Clear (No Ethanol gasoline), for this type of gasoline we must price the product codes (now 71, 72, and 73 in our system) based on the station’s Retail Price, less a discount. Retail Minus pricing would also need to apply to other High Ethanol blends of gasoline for alternative/evolving types gasoline such as E15, E30, or E85.</p> <ul style="list-style-type: none"> <li>• The reason why we require this exception is there is a system limitation, we can only assign one Fixed Rack to the City’s accounts for Gasoline product pricing, and since nearly all gasoline purchased is E10 gasoline, that Fixed Rack would need to be the Rack ID for OPIS GROSS CBOB ETHANOL (10%) PRICES, for Charlotte, NC.</li> <li>• Since Conventional Clear (No Ethanol) gasoline, or other High Ethanol blends of gasoline are an entirely different Rack ID, Conventional Clear for example is referred to by OPIS in their price reporting as OPIS GROSS CLEAR PRICES, then realize if a fixed rack for E10 is assigned to the accounts, then the system would errantly price Conventional Clear No Ethanol gasoline purchases based on the wrong Fixed Rack (using the E10 Fixed Rack). Conventional Clear No Ethanol Rack prices are substantially higher than E10 Rack prices, so we cannot take a loss on these fuel grades.</li> <li>• So, if Fixed Rack Pricing methodology is to be provided, then we must be able to price Conventional Clear gasoline product codes, or other alternative or evolving types of gasoline (E15, E30, E85), based on an entirely different pricing methodology (Retail less discount). This pricing setup would override the Fixed Rack Pricing in the system for those specific product codes. Considering that nearly 100% of the City’s gasoline purchases are E10, this exception should be a moot issue in your evaluation.</li> </ul>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			<p><b>Fixed Rack Pricing Exception for CCPA Participants.</b></p> <p>Additionally, we must require an exception for participants of the contract through CCPA. For CCPA participants we must reserve the right to not offer “Fixed Rack Pricing” and must have ability to use the applicable supply point (Rack City) OPIS Average prices for the fueling station product type where purchase occurs. <b>So, for any clients other than the City of Charlotte and Mecklenburg County, the redline of paragraph 3.4.1.2 below shall apply.</b></p> <p style="padding-left: 40px;">For purchases of gasoline outside Mecklenburg County, the Service Provider shall invoice the applicable OPIS Average rack price as defined in this Section using the <del>OPIS Rack-Charlotte-prices station’s supply point</del> (Rack City) location <u>for the product type purchased</u>. In addition to the Weekly OPIS Newsletter Prices, the Service Provider shall be reimbursed its markup plus any applicable non-exempt taxes, and the price shall be reduced for any applicable Tax Credits per gallon, which the Service Provider agrees to provide as detailed on the Pricing Schedule.</p> <p>The City should recognize that the Rack Supply dynamics in areas outside of Charlotte can be quite different than in Charlotte. In certain Counties in South Carolina for example, there can be three different rack supply points for stations in a County, and OPIS rack prices can vary greatly from one supply point to another. Therefore, we must be able to not offer CCPA participants of the contract to receive “Fixed Rack Pricing”, and certainly cannot use the Charlotte Rack.</p> <p><b>Never Below FleetCor’s Cost Pricing Exception for CCPA Participants.</b></p> <p>Additionally, for any participants of the contract through CCPA (we agree for this clause to exclude the City of Charlotte), FleetCor reserves the right to never bill the Customer for any purchase at a price below FleetCor’s cost to settle with the Merchant, and in the event the Customer’s price (including all merchant taxes before exemption and all discounts) calculates to be below FleetCor’s cost to settle with the Merchant, then FleetCor’s cost shall apply.</p> <p>The City should recognize that given the City’s desire for this contract to be made available to CCPA participants across the U.S., due to economics in our Fuelman Network and our settlement structures with predominant merchants in certain markets, we must be able to prevent selling fuel to these CCPA participants at a price that is below our settlement cost with the merchants. Recognize also that even if the Never Below FleetCor’s Cost rule overrides the cost plus pricing, FleetCor would earn no revenue on the transaction, we would essentially be selling the fuel at our cost of settlement to the merchant.</p>
2.	3.4.1.2	19	<p><b>Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Without “Fixed Rack” Pricing).</b></p> <p>Should the City elect to not receive Fixed Rack Pricing, then without providing the Fixed Rack pricing approach, we must have ability to use the applicable supply point (Rack City) OPIS Average price the fueling station where purchase occurs. So, the redline of paragraph 3.4.1.2 would need to apply.</p>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			<p>For purchases of gasoline outside Mecklenburg County, the Service Provider shall invoice the applicable OPIS Average rack price as defined in this Section using the <del>OPIS Rack Charlotte prices</del> <u>station's supply point (Rack City) location for the product type purchased.</u> In addition to the Weekly OPIS Newsletter Prices, the Service Provider shall be reimbursed its markup plus any applicable non-exempt taxes, and the price shall be reduced for any applicable Tax Credits per gallon, which the Service Provider agrees to provide as detailed on the Pricing Schedule.</p>
3.	3.4.1.2.A.	19	<p><b>Scope Item 3.4.1.2.A. Regular Unleaded Gasoline - Exception or Modification to Specification (Conditional Exception for "Fixed Rack" Pricing).</b>            If the City desires or requires "Fixed Rack" pricing, due to explanations above in <i>Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing "Fixed Rack" Pricing)</i>, this will require exception changes to ITB language for 3.4.1.2 A. as shown in redlines below. Essentially, due to system limitation of only being able to assign one "Fixed Rack ID" for gasoline products, if we implement "Fixed Rack Pricing" then as previously explained, Conventional No Ethanol grades of gasoline will need to be priced based on the Retail Price, not the "Fixed Rack ID" in the system for E-10. Same would need to apply to possible "Evolving" gasoline products like "E-15", "E-30", or "E-85", should they become available at retail stations.</p> <p style="padding-left: 40px;"><b>A. Regular Unleaded Gasoline (87-88 Octane)</b> – For stations selling regular unleaded gasoline containing ethanol the OPIS <del>Conventional Ethanol 10% Gross Price</del> <u>GROSS CBOB ETHANOL (10%) PRICES</u> shall apply. For stations selling gasoline NOT containing ethanol the <del>OPIS Conventional Clear Gross Price Station's Retail Price, less discount quoted by FleetCor</del> shall apply.</p>
4.	3.4.1.2.B.	20	<p><b>Scope Item 3.4.1.2.B. Unleaded Mid Grade Gasoline - Exception or Modification to Specification (Conditional Exception for "Fixed Rack" Pricing).</b>            If the City desires or requires "Fixed Rack" pricing, due to explanations above in <i>Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing "Fixed Rack" Pricing)</i>, this will require exception changes to ITB language for 3.4.1.2 B. as shown in redlines below. Essentially, due to system limitation of only being able to assign one "Fixed Rack ID" for gasoline products, if we implement "Fixed Rack Pricing" then as previously explained, Conventional No Ethanol grades of gasoline will need to be priced based on the Retail Price, not the "Fixed Rack ID" in the system for E-10. Same would need to apply to possible "Evolving" gasoline products like "E-15", "E-30", or "E-85", should they become available at retail stations.</p>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			<p><b>B. Unleaded Mid Grade Gasoline (89-90 Octane)</b> – For stations selling mid-grade unleaded gasoline containing ethanol the OPIS <del>Conventional Ethanol 10% Gross Price</del> <b>GROSS CBOB ETHANOL (10%) PRICES</b> shall apply. For stations selling gasoline NOT containing ethanol the <del>OPIS Conventional Clear Gross Price</del> <b>Station’s Retail Price, less discount quoted by FleetCor</b> shall apply.</p>
5.	3.4.1.2.C.	20	<p><b>Scope Item 3.4.1.2.C. Premium Unleaded Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing).</b> If the City desires or requires “Fixed Rack” pricing, due to explanations above in <i>Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing “Fixed Rack” Pricing)</i>, this will require exception changes to ITB language for 3.4.1.2 C. as shown in redlines below. Essentially, due to system limitation of only being able to assign one “Fixed Rack ID” for gasoline products, if we implement “Fixed Rack Pricing” then as previously explained, Conventional No Ethanol grades of gasoline will need to be priced based on the Retail Price, not the “Fixed Rack ID” in the system for E-10. Same would need to apply to possible “Evolving” gasoline products like “E-15”, “E-30”, or “E-85”, should they become available at retail stations.</p> <p><b>C. Premium Unleaded Gasoline (91-93 Octane)</b> – For stations selling premium unleaded gasoline containing ethanol the OPIS <del>Conventional Ethanol 10% Gross Price</del> <b>GROSS CBOB ETHANOL (10%) PRICES</b> shall apply. For stations selling gasoline NOT containing ethanol the <del>OPIS Conventional Clear Gross Price</del> <b>Station’s Retail Price, less discount quoted by FleetCor</b> shall apply.</p>
6.	3.4.1.2.D.	20	<p><b>Scope Item 3.4.1.2.D. E-85 Blend Ethanol Enhanced Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing).</b> If the City desires or requires “Fixed Rack” pricing, due to explanations above in <i>Scope Item 3.4.1.2 Gasoline Grades – Exceptions/Modifications to Specification (Conditional Exceptions for providing “Fixed Rack” Pricing)</i>, this will require exception changes to ITB language for 3.4.1.2 D. as shown in redlines below. Essentially, due to system limitation of only being able to assign one “Fixed Rack ID” for gasoline products, if we implement “Fixed Rack Pricing” then as previously explained, E-85 gasoline will need to be priced based on the Retail Price, not the “Fixed Rack ID” in the system for E-10. Same would need to apply to possible “Evolving” gasoline products like “E-15” or “E-30”, should they become available at retail stations.</p> <p><b>D. E-85 Blend Ethanol Enhanced Unleaded Gasoline</b> – <del>If there is no OPIS Posted price for E-85, the Service Provider will calculate a “virtual rack price” each week for E-85 based on the sum of the following: a) the applicable OPIS Rack Price for 100% Ethanol at the Charlotte terminal (multiplied times the appropriate blend percentage); and b) the Rack Average Price for unleaded gasoline at the Charlotte terminal (multiplied</del></p>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			<p style="color: red;"><del>times the appropriate blend percentage). For stations selling E-85 gasoline the OPIS GROSS E-75 or E-85 PRICES shall apply, depending on season and allowed Ethanol blend ratio for E-85. If Fixed Rack pricing is required for normal grades of gasoline, for station's selling E-85, the Station's Retail Price, less discount quoted by FleetCor shall apply.</del></p>
7.	3.4.1.2.F.	22	<p><b>Scope Item 3.4.1.2.F. B-20 Biodiesel Blended Fuel (80% Ultra Low Sulfur Diesel Fuel, 20% pure soybean oil product) - Exception or Modification regarding Virtual Rack Price for Bulk Supply of High Biodiesel Blends and Retail Pricing for purchases of High Biodiesel Blends at Retail Stations.</b></p> <ul style="list-style-type: none"> <li>• <b>Consigned or Bulk Supply of High Biodiesel Blends.</b> For Consigned or Bulk fuel supply FleetCor requires that for “Virtual Rack Price” pricing of high Biodiesel blends (B-5 and higher including B-20), <b>must only apply should the City require Biodiesel blends for the City’s Consigned fuel sites or for Bulk fuel supply, and Virtual Rack Pricing would only be needed should there <u>NOT</u> be a valid, pertinent OPIS rack price posting for the product being supplied at the time during the term of the agreement.</b> Currently, there is no valid, pertinent OPIS rack price posting for B99 or B-20 on the Charlotte Rack. Furthermore, according to OPIS rack price reporting for Charlotte, there is no set B-5 or B-10 product being sold at the rack, however there is a B0-5 Biodiesel rack posting. B0-5 may or may not contain Biodiesel, it can be anywhere from zero Biodiesel to Biodiesel 5%, so we likely cannot use this Rack posting for a required B-5 blend (if this product were ever required by the City for Consignment or Bulk supply). Therefore, considering the lack of valid, pertinent OPIS Rack pricing for Biodiesel on the Charlotte rack, our fuel supplier subcontractor for the consigned and bulk fuel supply (Mansfield Oil), will require being reimbursed based on their cost of the Biodiesel blend. So, should the City desire a Biodiesel blend available for either Consigned or Bulk delivery, Mansfield would provide a “Virtual Rack Price” based on their cost of the product from their supply source and we would pass through this Virtual Rack Price to the City. <b>The Virtual Rack Price (if ever required) may or may not be supported by OPIS rack postings for the Biodiesel component, depending on where Mansfield is able to source the Biodiesel portion of the blend.</b> We would agree to work through these cost components and Virtual Rack Pricing calculations at the time, should the City demand supply of this product. Mansfield does have supply capability, however it’s the OPIS Rack Pricing part that can be very difficult for the Biodiesel portion of the blend as Biodiesel producers often do not post their prices to OPIS.</li> <li>• <b>Retail Purchases of High Biodiesel Blends.</b> For Retail purchases of high Biodiesel blends (B-5 or higher blend including B-20), considering the current lack of valid, pertinent OPIS Rack pricing for Biodiesel on the Charlotte rack, we must require that these High Biodiesel Blends be priced based on the Station’s Retail Price, less a discount offered by FleetCor in our Pricing Response. Should availability of valid, pertinent Biodiesel</li> </ul>



## Section 6 Required Forms

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			<p>Blend Rack Prices become available for Charlotte, NC during the term of the contract, then FleetCor will consider modifying the pricing to use such valid, pertinent Biodiesel Rack Pricing, and we would agree to price the markup same as we have quoted for normal Ultra Low Sulfur Diesel (ULSD).</p> <p>Below is the redline change needed to 3.4.1.2.F:</p> <p><b>F. B-20 Biodiesel Blended Fuel (80% Ultra Low Sulfur Diesel Fuel, 20% pure soybean oil product)</b> - shall be priced based on a calculated “virtual rack price” each week for B-20 based on the <del>sum of the following: a) the applicable OPIS Rack Price for Biodiesel (B99) at the Charlotte terminal (multiplied times the appropriate blend percentage i.e. 20%); and b) the Rack Average Price for Ultra Low Sulfur Diesel at the Charlotte terminal (multiplied times the appropriate blend percentage i.e. 80%)</del>based on the <u>cost of the product from the fuel supplier’s supply source, which may or may not be able to be benchmarked to a valid OPIS Rack price. B-20 purchased at Retail Stations shall be priced based on the Station’s Retail Price, less discount quoted by the Company.</u></p>
8.	3.4.1.2.G.	23	<p><b>Scope Item 3.4.1.2.G. (Ultra Low Sulfur) Diesel Fuel (“ULSD”) - Exception or Modification to Specification (Regarding With or Without “Fixed Rack” Pricing).</b></p> <ul style="list-style-type: none"> <li><b>Without “Fixed Rack Pricing”.</b> Without providing the Fixed Rack pricing approach, we must have ability to use the applicable supply point (Rack City) OPIS Average price the fueling station where purchase occurs. And for clarification, the OPIS posting to be used would be the OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES for No. 2 using Rack Average price. So, the redline of paragraph 3.4.1.2.G below would need to apply. <ul style="list-style-type: none"> <li><b>G. (Ultra Low Sulfur) Diesel Fuel (“ULSD”)</b> -- shall be priced based on the Oil Price Information Service (OPIS) No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter “Weekly OPIS Newsletter Prices”) for the <del>Charlotte, North Carolina Rack station’s</del> <u>supply point (Rack City)</u> location. Diesel Fuel may also be referred to as Fuel Oil “Fuel Oil” within this Contract for Onsite Locations requiring fuel for onsite generators.</li> </ul> </li> <li><b>With “Fixed Rack Pricing”.</b> FleetCor is able to provide the City “Fixed Rack” Pricing of ULSD. For Fixed Rack Pricing, the paragraph 3.4.1.2.G would be as written in the ITB, however for clarification we would use OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES for No. 2 using Rack Average price.</li> </ul> <p><b>Fixed Rack Pricing Exception for CCPA Participants.</b></p> <p>Additionally, we must require an exception for participants of the contract through CCPA. For CCPA participants we must reserve the right to not offer</p>

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			<p>“Fixed Rack Pricing” and must have ability to use the applicable supply point (Rack City) OPIS Average prices for the fueling station product type where purchase occurs. <b>So, for any clients other than the City of Charlotte and Mecklenburg County, the redline of paragraph 3.4.1.2.G shown above shall apply.</b></p> <p><b>Never Below FleetCor’s Cost Pricing Exception for CCPA Participants.</b>            Additionally, same as we introduced for Gasoline Products, for any participants of the contract through CCPA (we agree for this clause to exclude the City of Charlotte), FleetCor reserves the right to never bill the Customer for any purchase at a price below FleetCor’s cost to settle with the Merchant, and in the event the Customer’s price (including all merchant taxes before exemption and all discounts) calculates to be below FleetCor’s cost to settle with the Merchant, then FleetCor’s cost shall apply.</p> <p>The City should recognize that given the City’s desire for this contract to be made available to CCPA participants across the U.S., due to economics in our Fuelman Network and our settlement structures with predominant merchants in certain markets, we must be able to prevent selling fuel to these CCPA participants at a price that is below our settlement cost with the merchants. Recognize also that even if the Never Below FleetCor’s Cost rule overrides the cost plus pricing, FleetCor would earn no revenue on the transaction, we would essentially be selling the fuel at our cost of settlement to the merchant.</p>
9.	3.4.1.2.H.	24	<p><b>Scope Item 3.4.1.2.H. Gross Ultra Low Sulfur Red Dye Distillate Diesel Fuel (“Red Dye Distillate/RDD”) - Exception or Modification to Specification (With or Without “Fixed Rack” Pricing).</b></p> <ul style="list-style-type: none"> <li>• <b>Without “Fixed Rack Pricing”.</b> Without providing the Fixed Rack pricing approach, we must have ability to use the applicable supply point (Rack City) OPIS Average price the fueling station where purchase occurs. So, the redline of paragraph 3.4.1.2.H below would need to apply.               <ul style="list-style-type: none"> <li><b>H. Gross Ultra Low Sulfur Red Dye Distillate Diesel Fuel (“Red Dye Distillate/RDD”).</b> – as available, shall be priced based on the Oil Price Information Service (OPIS). No. 2 Distillate Gross Prices for Ultra Low Sulfur (ULS) Red Dye Distillate as published in the OPIS Newsletter for the close of business on Thursday of each week (hereafter “Weekly OPIS Newsletter Prices”) for the <u>Charlotte, North Carolina station’s supply point (Rack City) location.</u></li> </ul> </li> <li>• <b>With “Fixed Rack Pricing”.</b> FleetCor is able to provide the City “Fixed Rack” Pricing of ULSD. For Fixed Rack Pricing, the paragraph 3.4.1.2.H would be as written in the ITB, however for clarification, we would use OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES for No. 2 using Rack Average price.</li> </ul>

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10.	3.4.1.2.I.	24	<p><b>Scope Item 3.4.1.2.I. Renewable Diesel (Optional) - Exception or Modification to Specification (Regarding no current supply source for Renewable Diesel and Retail Pricing of Renewable Diesel for purchases at Retail Stations).</b></p> <p>Currently, there are no suppliers reporting prices of Renewable Diesel at the Charlotte, NC rack location.</p> <ul style="list-style-type: none"> <li>• <b>For Bulk Supply or Consignment Supply of Renewable Diesel.</b> Currently, our fuel supplier (Mansfield Oil) is not able to source Renewable Diesel in the Charlotte area. If during the contract they are able to source this product, if there is still no valid, pertinent OPIS posting for the supply source, then we would need to use “Virtual Rack Price” pricing of the product using Mansfield’s cost of the product. If at the time a valid, pertinent OPIS posting for Renewable Diesel supply source becomes available, we would use that price.</li> <li>• <b>For Retail Purchases of Renewable Diesel.</b> Should Renewable Diesel become available at Retail Stations, due to the Fixed Rack Pricing methodology desired by the City, the lack of valid pertinent rack prices in Charlotte for this product, and system limitation only allowing one Fixed Rack ID for diesel products, we would need to price Renewable Diesel product code based on the station’s retail price less a discount.</li> </ul>
11.	3.4.1.2.J. & K.	26	<p><b>Scope Item 3.4.1.2.J &amp; K. Motor Oils - Exception or Modification to Specification (Regarding FleetCor cannot guarantee or control what types of engine motor oils will be available at Retail Stations).</b></p> <p>FleetCor cannot guarantee that retail stations will sell the exact types of motor oil for Gasoline Engines or Diesel Engines specified in the ITB, sections 3.4.1.2.J. &amp; K. FleetCor cannot control what types of engine motor oils that retail stations make available for sale.</p>
12.	3.4.1.3	27	<p><b>Scope Item 3.4.1.3 Exception for Providing Bulk Fuel Supply or Consigned Fuel to Participants Under the Contract through CCPA.</b></p> <p>Except for the City and Mecklenburg County, FleetCor reserves the right to not provide Bulk Fuel Supply, Consigned Fuel Supply, or Mobile Fuel Supply to Participants under the contract through CCPA. The economics of delivery and supplying bulk fuel, consigned fuel, and mobile fuel supply vary greatly by market around the U.S. and we just cannot make assurances these products with same pricing could be provided in other markets. The economics involved, the equipment and installation expenditures that might be necessary, the delivery logistics, and reliance on subcontractors for providing bulk/generator fuel supply and mobile fuel delivery are just too complex, diverse and unpredictable, therefore we must reserve the right to say “No” to providing these services to Participants other than the City and Mecklenburg County.</p>

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13.	3.9.1.A.	32	<p><b>Scope Item 3.9.1.A. Exception Taken to Claims.</b> FleetCor proposes that the language for 3.9.1.A. Claims to be written as follows, shown in redline.</p> <p style="padding-left: 40px;">A. <i>Claims.</i> All claims for defective Fuel <del>shall be made through the Company within fifteen (15) days from the date of the purchase of the alleged defective Fuel giving rise to the claim must be made to the Merchant operating the Merchant Location where such Fuel was purchased. Any claim for defective Fuel is waived by Customer unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel giving rise to the claim.</del></p> <p>The reason why we think the claim should be made to the merchant directly is that time is of the essence if a cardholder ever purchases defective fuel at a retail station. Generally, if defective fuel is purchased, the vehicle will breakdown soon afterwards, often within minutes or hours of the purchase. The cardholder really needs to immediately report it to the station owner and confirm whether other customers have incurred similar breakdown after fueling. We understand if the City wants to work or communicate the Claim to FleetCor as well, but really the Merchant stands responsible for the fuels they offer for sale, and if they have sold fuel that it defective, causing damage to their Customer’s vehicles, then the Merchant needs to take responsibility and handle these claims.</p> <p>As we have explained in response to 3.6 Warranty, as the fleet credit card supplier and not retail station or merchant, FleetCor cannot provide warranty for fuel purchased at a retail merchant location. The Merchants accepting the Fuelman card, and their employees, are not considered “Subcontractors” or “Agents” of FleetCor, they are a card accepting merchant. The Merchant would be responsible for the fuels they make available for resale and as fuel card vendor FleetCor cannot control or provide warranty of the quality of the fuel a retail station makes available. Nor can the fuel card vendor make assurances that the retail station does not allow contaminants (such as water) to be introduced into their fuel storage tank system, which would be the likely cause of defect in fuel quality, therefore we cannot be responsible or provide warranty.</p>
14.	3.9.1.B.	32	<p><b>Scope Item 3.9.1.B. Exception Taken to Merchant Limitations.</b> FleetCor proposes that the language for 3.9.1.B. Merchant Limitations to be written as follows, shown in redline.</p> <p style="padding-left: 40px;">B. <i>Merchant Limitations.</i> The personnel (if any) at a Retail Fueling Location are not the agents or employees of the Company. The Service Provider shall work with their Retail Fueling Location merchants to mitigate damage which arises from the action or negligence of the personnel of any of the merchants, their agents, or their employees, <del>and shall be responsible for the products or services rendered by any of the Retail Fueling Locations to City</del></p>

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			<p style="color: red;"><del>of Charlotte property or personnel however the Service Provider (FleetCor) shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.</del></p> <p>The reason why this is important, is that the retail station (merchant) accepting the Fuelman card would be responsible for their products or services sold, and their employees or agents. FleetCor has no control of the products offered for sale, or the merchant's employees or agents. It is simply inappropriate for FleetCor to be responsible when we have no control.</p>
15.	3.9.2	33	<p><b>Scope Item 3.9.2 Exception Taken to Damages.</b></p> <p><u>Damages from Contaminated Fuel Purchased at Retail Locations</u> FleetCor takes exception to the Damages requirements in 3.9.2. We require the section be removed in entirety or otherwise re-worded to explain that the City would pursue Damages from the card accepting merchant, not FleetCor. The reason why this is important, is that the retail station (merchant) accepting the Fuelman card would be responsible for their products or services sold, and their employees or agents. FleetCor has no control of the products offered for sale, or the merchant's employees or agents. It is simply inappropriate for FleetCor to be responsible when we have no control.</p> <p><u>Damages from Fuel Delivered to City Owned Onsite Locations (consigned or bulk/generator fuel)</u> Our fuel supplier for consigned fuel and bulk/generator fuel (Mansfield Oil) is a very responsible company. If it can be proven without a doubt that fuel it has delivered, or its carrier subcontractors have delivered is contaminated, then we feel sure they will be responsible and handle damage claims (if any). FleetCor will rely on Mansfield Oil to settle any damage claims for consigned or bulk/generator fuel, FleetCor will not be responsible for those damages.</p> <p><u>Damages from Mobile Wet Hosing Fuel Deliveries determined to be Contaminated</u> Our Mobile Wet Hosing fuel supplier (Jacobus Energy) is a very responsible company. If it can be proven without a doubt that fuel delivered by Jacobus Energy was contaminated, then we feel sure they will be responsible and handle damage claims (if any). FleetCor will rely on Jacobus Energy to settle any damage claims for mobile wet hosing fuel, FleetCor will not be responsible for those damages.</p> <p>Language change needed: 3.9.2 Damages. <span style="color: red;"><del>The Company shall be liable for the following damages, to be reimbursed to the City at the actual expense of the associate</del></span></p>

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			<p><del>damage to vehicles and/or equipment, or paid for in full by the Service Provider. If it can be proven without a doubt that fuel the fuel supplier delivered, or its carrier subcontractors have delivered is contaminated, then fuel supplier will be responsible and handle damage claims (if any). FleetCor will rely on Mansfield Oil to settle any damage claims for consigned or bulk/generator fuel. FleetCor will rely on Jacobus Energy to settle any damage claims for mobile wet hosing deliveries. FleetCor will not be responsible for those damages.</del> The following damages, to be reimbursed to the City at the actual expense of the associated damage to vehicles and/or equipment, or paid for in full by the Service Provider.</p> <ul style="list-style-type: none"> <li>• Cost to remove contaminated fuel from City owned vehicles and/or equipment</li> <li>• Cost to clean City owned tanks into which contaminated fuel was pumped.</li> <li>• Cost to repair damages to City owned vehicles and equipment caused by contaminated fuel.</li> </ul>
16.	3.10	34	<p><b>Scope Item 3.10 Exceptions Taken to Retail Fueling Location Purchases Requirement (Regarding Renewable Diesel, Motor Oils and Diesel Exhaust Fluid Availability).</b></p> <ul style="list-style-type: none"> <li>• Fuel type I (Renewable Diesel) is not available at retail stations in the Charlotte market. This is an “Evolving” fuel type and it is not currently available at the Charlotte rack.</li> <li>• For Fuel Type J (Motor Oils for Gasoline Engines), FleetCor cannot guarantee that retail stations will sell the exact types of motor oil for Gasoline Engines or Diesel Engines specified in the ITB. FleetCor cannot control what types of engine motor oils that retail stations make available for sale.</li> <li>• The ITB lists “I-Diesel Exhaust Fluid”, however we find in earlier requirement that Diesel Exhaust Fluid is listed under Fuel Type K (Motor Oils for Diesel Engines). FleetCor cannot make assurances that all stations selling Diesel Fuel will also sell Diesel Exhaust Fluid. It will be available however at certain stations and some truck stop locations even offer Dispensed Diesel Exhaust Fluid.</li> </ul>
17.	3.11	42	<p><b>Scope Item 3.11 Exception Taken to Additional Retail Fueling Location Requirements (Regarding requirement to Position Personnel at Locations to Manually Capture Transactions in event Electronic Capture is not Available).</b></p> <p>Please realize that FleetCor takes exception and would not agree to position its personnel onsite at locations to manually capture transactions in the event electronic capture is not available. QuikTrip has confirmed that they have backup for POS system connectivity. For example, primary credit card processing occurs on Internet, with backup processing on Cellular connection if Internet connectivity is lost during emergency. Also, since QT offers 25</p>

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			<p>locations instead of bid requirement of 4, the City will have more choices in the event POS system connectivity is down at some stations.</p> <p>Language change needed to 3.11 as follows:</p> <ul style="list-style-type: none"> <li>▪ The Service Provider shall work closely with City personnel to develop a minimum of four (4) additional strategic partner locations, as agreed upon between the City, and the Company that are generator ready with auxiliary power and card reading capabilities in the event of any disaster <del>and allow the Company to position their personnel onsite to manually capture transactions in the event electronic capture is not available.</del></li> </ul>
18.	3.11	43	<p><b>Scope Item 3.11 Exception Taken to Additional Retail Fueling Location Requirements (Regarding Allowing for up to \$25 in Automotive Goods and Services when Other Non-Fuel Purchases (Brake Fluid) is not Allowed).</b></p> <p>Language change needed to 3.11 as follows:</p> <ul style="list-style-type: none"> <li>▪ Subject to Merchant’s POS Authorization limitations, as detailed in the City Onsite Fueling Location Attachment, for fuel cards identified by the City as restricted from purchases of Fleet Supplies, any attempt to purchase any of the following restricted items shall trigger an alert to the City Designated alert recipient for the corresponding Cost Center/Account: <ul style="list-style-type: none"> <li>- <del>Brake fluid-Fleet Supplies</del></li> <li>- <del>Other items as restricted by the City during the term of this Contract-Fleet Services</del></li> <li>- <del>Miscellaneous Purchases</del></li> </ul> <p><u>If City designates for the card to be able to purchase up to \$25 of Fleet Supplies or Fleet Services as specified below, this provision shall not apply.</u></p> </li> <li>▪ Other automotive goods and or Services such as engine coolant, transmission fluid, or washer solvent shall be provided to the City at their retail price not to exceed twenty-five dollars (\$25). These goods and/or services must be installed or performed on the vehicle at the time of purchase. <del>Brake fluid is not to be sold or offered for purchase.</del></li> </ul>
19.	3.13.1	49	<p><b>Scope Item 3.13.1 Delivery - Exception or Modification to Specification (Regarding Generator Fuel listed in this requirement not supplied on Consignment).</b></p> <p>We pointed out in written questions that the third paragraph in 3.13.1, which is under a section called “Additional Consignment Fuel Requirements” references Generator Fuel. Generator Fuel will not be supplied on</p>

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			<p>consignment. Any specifications for Generator Fuel need to be put under section 3.14 entitled Onsite Generator Fuel.</p> <p>Language change needed to 3.13.1:            Fuel orders for <del>emergency generators or any</del> orders to City identified Critical Locations must be filled within six (6) hours, or supplied in 2000 gallon increments every six (6) hours until the order has been fulfilled. <del>The Company agrees that time is of the essence in delivering Fuel orders for emergency generators or other City defined Critical Locations.</del></p>
20.	3.17.1	55	<p><b>Scope Item 3.17.1. Exceptions taken to 3.17.1 Card Issuance (Regarding Hard Plastic Cases/Card Protective Sleeves).</b></p> <p>We must take exception to the requirement to provide hard plastic cases (card protectors). Hard plastic card protective sleeves are not offered by FleetCor and will not be shipped with card orders. In the past we have been able to locate vendors that sell card supply items (in larger gross quantities) directly to customers. This could include hard plastic or cheaper vinyl plastic card holders with chains. This may be a more sensible way for the City's card program administrators to keep plastic cardholders and chains in supply. We may be able to ship the City's card program administrators a limited supply of cheaper vinyl plastic card holders and paper protective sleeves however availability is not guaranteed. You can direct these requests to Janet Ward (<a href="mailto:janet.ward@fleetcor.com">janet.ward@fleetcor.com</a>).</p> <p>Language change needed to 3.17.1</p> <p style="color: red;">* <del>Include Protective Sleeve included with all cards (hard plastic case to protect card, with option for ring, rubber attachment, etc.).</del></p>
21.	3.17.2	59	<p><b>Scope Item 3.17.2. Exceptions taken to 3.17.2 Card Restrictions (Regarding Weekly Exceptions Report and Permissions to Use Consigned Fuel Locations).</b></p> <p><b>Item 1: Weekly Exceptions Report (Clarification).</b> FleetCor takes exception or needs to clarify how it would comply to the requirement in bullet point 5 for "The Fleet Card Management System shall send an error report to each City cost center or account for all exceptions on a weekly schedule".</p> <ul style="list-style-type: none"> <li>• The Fuelman program flags all exceptions on the standard Fleet Management Report (Report ID FN02) that is sent to each account for the bi-weekly billing period. The Fleet Management Report includes all purchase activity, not just the Exceptions. We can send the report on a weekly basis, but typically customers receive it for the Billing Frequency.</li> <li>• We also send Exceptions and Denial Alerts via email or text message, which are reported individually on an hourly basis, not on a Weekly report basis.</li> </ul>



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			<ul style="list-style-type: none"> <li>• The online system does allow the City’s card program administrators to download an Exceptions Report on demand, so they can pull the Exceptions Report on a Weekly basis.</li> </ul> <p>Language change needed to 3.17.2, fifth bullet point:</p> <ul style="list-style-type: none"> <li>▪ Each fuel card transaction shall read the previous odometer reading as recorded by that vehicle. If the odometer reading is outside of a user defined minimum or maximum miles driven range since the last fueling, the system shall generate an exception. For those Authorized Users set up to receive exceptions via alert, email, or other method, the exception shall be immediately transmitted to them. <del>The Fleet Card Management System shall send an error report to each City cost center or account for all exceptions on a weekly schedule. If City establishes Range limits in the system, Out of Range Exceptions shall be reported on Fleet Management Reports or in Exceptions Report downloads from the system.</del></li> </ul> <p><b>Item 2: Permissions to Use Consigned Fuel Locations (Clarification).</b> FleetCor takes exception to the requirement in bullet point 6 regarding: “The Fleet Card Management System shall allow City Departments with Onsite Fueling Locations to provide permissions to users at the user level, division level, Department level, or Citywide level to purchase from their tanks on a per tank/fuel type basis. Users may have allowances at none, one, or more onsite locations to purchase Consigned Fuel on their fleet card.”</p> <ul style="list-style-type: none"> <li>• Generally, this functionality is limited and the online User Interface does not have a place to establish limiting particular Users (Driver IDs) or Cards from accessing an onsite consigned fuel location or a particular fuel type at an onsite consigned fuel location.</li> <li>• However, in past year FleetCor has implemented a new Enhanced Fraud Management System called Safer Payments, which we internally refer to as IRIS. This is a rules based system, allowing us to establish purchasing rules, such as geographic purchasing limitations (i.e. disallow purchases in certain State’s that have high occurrences of fraud) or we could even establish site specific purchasing rules. With this application, we could implement a purchasing rule, which would be implemented at the Customer ID level, whereby the rule could disallow a City account or group of accounts from being able to purchase fuel at a particular Fuelman Site ID. So, if the City wants only specific Customer IDs to be able to purchase fuel at a particular consigned location, and others not allowed, then we should be able establish such a rule. Essentially the IRIS rule would tell the</li> </ul>

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			<p>authorization system to decline transactions for the applicable City Customer IDs attempting to use a location which they are not allowed to utilize. If such a rule is desired, the City should send this request to the assigned Account Manager (Kion Davidson) with carbon copy to your assigned Relationship Manager (Janet Ward).</p> <p>Language change needed to 3.17.2, sixth bullet point:</p> <ul style="list-style-type: none"> <li>• <del>The Fleet Card Management System shall allow City Departments with Onsite Fueling Locations to provide permissions to users at the user level, division level, Department level, or Citywide level to purchase from their tanks on a per tank/fuel type basis. Users may have allowances at none, one, or more onsite locations to purchase Consigned Fuel on their fleet card. The Company shall assist City Departments to implement purchasing rules to limit certain City accounts from being able to purchase fuel from specific onsite consigned fuel locations.</del></li> </ul>
22.	3.18	63	<p><b>Scope Item 3.18 Exceptions taken to 3.18 Fleet Card Management System (regarding Access Level established at Individual User Level, not for a Department or Division as a whole).</b></p> <p>We must take exception to the requirement to be able to apply access level controls for a Department or Division as a whole. The online access level is established for each individual online user, not for a Customer ID or Department or Division as a whole.</p> <p>Language change needed to 3.18, fourth paragraph:</p> <p style="padding-left: 40px;">The Fleet Card Management System shall allow the City to set up various levels of access within the Fleet Card Management System, and to define authorized permissions for each level to edit and/or read information in the Fleet Card Management System. Each Department should have ability to allow or restrict edit and read permissions per user, <del>and for the Division or Department as a whole.</del></p>
23.	3.18	63	<p><b>Scope Item 3.18 Exceptions taken to 3.18 Fleet Card Management System (regarding Aviation Consignment Fuel).</b></p> <p>Please see our response to Scope Item 3.33 where we have submitted an Exception. FleetCor has decided to “No Bid” the Charlotte Airport Consignment and Bulk Fuel portion of the ITB.</p>
24.	3.18.2	65	<p><b>Scope Item 3.18.2 Exceptions taken to 3.18.2 Modifications to Card/User Permissions (regarding moving a vehicle or employee from one account to another).</b></p> <p>The Fuelman program does not allow for a vehicle or employee to be moved from one Customer/Fleet ID account to another.</p> <ul style="list-style-type: none"> <li>• For Vehicles, a new vehicle must be added in the other account, and issue a new card for that vehicle.</li> </ul>

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			<ul style="list-style-type: none"> <li>For Driver IDs, we can card share group employee PINs, so that a PIN can work with a group of accounts. However, an Employee cannot be moved from one account to another account.</li> </ul> <p>Language change needed to 3.18.2, first bullet point:</p> <ul style="list-style-type: none"> <li><del>There shall be easy access to moving a vehicle or an employee pin# (identifying #) from one cost center or account to another cost center or account without having to issue a new fuel card.</del></li> </ul>
25.	3.18.3	68	<p><b>Scope Item 3.18.3 Exceptions taken to 3.18.3 General Reporting (regarding Ability to Differentiate Hour Use Meters vs. Odometer Readings).</b></p> <p>FleetCor must take exception to the requirement in regards to being able to differentiate Hour Use Meters as well as Odometer (Mileage): “The Fleet Card Management System must be able to differentiate between the two and to report similar information for each.”</p> <ul style="list-style-type: none"> <li>The system will report Hour Use Meters entered by cardholders, however the system cannot differentiate between an Odometer and Hour Use Meter. The system is designed for Odometers and POS systems at stations will prompt for Odometer, not Hours. The reporting will report whatever “Hour Use Meter” entry the cardholder entered under the “Odometer” column in reports or data files. Likewise, Hours Per Gallon would be reported under the “MPG” (Miles Per Gallon) column in reporting or data files. Except however, there is logic in the reporting that looks for the resulting Miles Per Gallon (MPG) from an Odometer Entry to exceed a set minimum (like 4 miles per gallon). Therefore, if the MPG or Hours Per Gallon fall below this logic, the MPG column will be reported with a blank and the transaction will likely be flagged as an exception for “Odometer Entry Out of Sequence”.</li> </ul> <p>Language change needed to 3.18.3</p> <p>The Company shall submit a subsidiary report agreeing with the summary report and categorized by cost center number to the respective City department. The report shall present similar information as described above for each purchase. The purchase shall be grouped according to vehicle number, product, and date of purchase. (Please note that some equipment uses an hour use meter rather than an odometer (mileage). The Fleet Card Management System must be able to <u>capture the reading entered, whether an odometer reading or an hour reading, differentiate between the two and to report similar information for each.</u>)</p>
26.	3.18.3	68	<p><b>Scope Item 3.18.3 Exceptions taken to 3.18.3 General Reporting (regarding Aviation Consignment Locations).</b></p> <p>Please see our response to Scope Item 3.33 where we have submitted an Exception. FleetCor has decided to “No Bid” the Charlotte Airport Consignment and Bulk Fuel portion of the ITB.</p>

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27.	3.18.6	72	<p><b>Scope Item 3.18.6 Exceptions taken to 3.18.6 Exceptions (Regarding Average Mileage Below or Above Acceptable Levels defined by the City or Incorrect Odometers outside Acceptable Range as defined by the City).</b></p> <p>As noted above, FleetCor must take exception to certain requirements in third and fourth bullet points in 3.18.6, for Immediate Exceptions and Denial Alerts regarding Average Mileage below or above acceptable level (as defined by City), or for Incorrect Odometer / Hour Meter entry (outside of acceptable range for error as defined by City). For either of these items “as defined by the City” is not available. We recommend simply receiving “<b>Odometer entry is out of sequence</b>” exception alert. Our system uses logic programming built into the system to determine based on the odometer entered, whether the resulting MPG is within reason or not. If MPG falls below or above our hard coded logic, the “Odometer entry is out of sequence” exception would be reported.</p> <p>Language change needed to 3.18.6, third and fourth bullet points:</p> <ul style="list-style-type: none"> <li>▪ Average Mileage below or above acceptable level <del>(as defined by City);</del></li> <li>▪ Incorrect Odometer / Hour Meter entry (outside of acceptable range for error <del>as defined by City);</del> and</li> </ul>
28.	3.19.2	74	<p><b>Scope Item 3.19.2 Exceptions taken to 3.19.2 Accounting Reports (Regarding Open Ended Liability for any extra costs incurred by the City because the transfer of fuel information is disrupted).</b></p> <p>Open ended liability as suggested by this provision is not acceptable. FleetCor’s liability shall be limited to the following Limitation of Liability provision that we wish to be included in our final contract:</p> <p style="padding-left: 40px;"><b>LIMITATION OF LIABILITY.</b> Neither the City or FleetCor shall have any liability for indirect, special, consequential, punitive, or incidental damages of any kind, including claims for loss of profits, whether resulting directly or indirectly to either parity or to third parties, whether arising from property damage or a breach of contract. Except for City’s failure to pay fees owed to FleetCor Neither parties liability in the aggregate for such direct damages will not exceed the total quoted bid markup amounts submitted on the Attachment 2, Required Form 4 – Pricing Worksheet, paid or payable by the City to FleetCor for the Year (12 months) preceding the date on which the claim arose.</p> <p>Language change needed to 3.19.2, fifth bullet point:</p> <p style="padding-left: 40px;">The Company shall give the City 30 days notice of any computer or software changes intended by the Company that have any potential to delay or disrupt of the daily transfer of fuel transaction information. The Company shall be liable for <del>any extra proven, determinable</del> costs incurred by the City because the transfer of fuel information is disrupted by any information technology issues caused wholly or in part by the Company.</p>

## Section 6 Required Forms

Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
29.	3.27.2	85	<p><b>Scope Item 3.27.2 Exceptions taken to 3.27.2 Signage (Regarding Signage at All Retail Fueling Locations).</b> FleetCor takes exception to the requirement to provide signage at all Retail Fueling Locations. Signage is an optional decision of the card accepting merchant and not something we can mandate. Many merchants are opposed to this type of signage or their major oil brands do not allow signs hanging on light poles or main ID signs. And, City or County sign ordinances sometimes don't allow such signs.</p> <p>We have implemented and maintain up to date online site locator at <a href="http://www.fuelman.com">www.fuelman.com</a> and we offer a free mobile app that Fuelman cardholders can utilize to find card accepting locations. These tools are more effective than signs.</p> <p>Language change needed to 3.27.2:</p> <p style="padding-left: 40px;">The Company shall provide signage at <del>all</del> Retail Fueling Locations providing Fuel Products and other automotive goods and/or Services, which indicates availability for City vehicles. These signs shall be uniform in size, color, shape, and content, <del>and shall meet the approval of the City</del>; provided, however, Company shall be exempted from this requirement where ordinances, permitting, regulations or business practices of a retailer prohibit the display of such signage. Whenever possible, <del>and merchant agrees to hang a sign</del>, signage should be visible from the street to aide City drivers in easily recognizing Retail Fueling Locations that accept the Company's fleet cards from the road.</p>
30.	3.30	100	<p><b>Exception taken to 3.30 On-Site Fueling Instructions (Regarding requirement comply with ISO 14001)</b> Neither FleetCor nor its Fuel Suppliers (Mansfield Oil, or Jacobus Energy) make any representations that they will comply with ISO 14001 requirements and we require to be exempt of this requirement.</p> <p>Language change needed to 3.30:</p> <p style="padding-left: 40px;">Company's employees must adhere to location policies while on site which include, but are not limited to tobacco free restrictions, no weapons of any kind (concealed or otherwise), safety, environmental, <del>and ISO 14001 requirements</del>.</p>
31.	3.30.1	100	<p><b>Scope Item 3.30.1 Exception taken to 3.30.1 Shipping Instructions (Regarding Partial Orders).</b> For deliveries to locations receiving consigned services, FleetCor or its fuel supplier (Mansfield Oil) reserves the right to split loads between locations and/or deliver partial or short loads.</p> <p>Language change needed to 3.30.1, first paragraph:</p> <p style="padding-left: 40px;">Shipments must be made within twenty-four (24) hours of order placement. Partial orders shall only be accepted so long as the Company takes all reasonable measures to ensure timely delivery of products in order to minimize risk of shortages throughout the term of this Contract, <del>except however for consigned locations fuel supplier may split loads between locations or deliver</del></p>

## Section 6 Required Forms

Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			<p style="text-align: center;"><u>partial or short loads as it deems necessary in performing the supply service.</u></p> <p>Designated delivery hours shall be indicated in the Onsite Fueling Location list provided to the Company by the City.</p>
32.	3.30.3	102	<p><b>Scope Item 3.30.3 Exception taken to 3.30.3 Company Delivery Staff (Regarding Additional Charges for demurrage or extended time to deliver surcharges should Delivery Staff be delayed waiting on City Staff).</b></p> <p>With Carriers Mansfield utilizes for delivery, there is a one-hour window for fuel delivery to be completed from the time the Truck/Driver arrives at the property until he disconnects and leaves the property. If the Driver is delayed due to waiting for City staff to escort and/or be present during all connections or disconnections, should those delays caused by the waits for City personnel result in additional charges to FleetCor or the fuel supplier, we reserve the right to pass through those demurrage or extended time to deliver surcharges to the City.</p> <p>Language change to 3.30.3, add the following bullet point:</p> <ul style="list-style-type: none"> <li>▪ <u>If Carrier experiences delays waiting on City staff to be present to witness delivery, should the delays waiting cause the Carrier to exceed one-hour delivery window, whereby Carrier charges the fuel supplier demurrage or extended time to deliver surcharges, then the Company reserves the right to pass through such surcharges to the City if the fuel supplier charges the Company.</u></li> </ul>
33.	3.30.4	103	<p><b>Scope Item 3.30.4 Exception taken to 3.30.4 Security Access to On-site Fueling (Regarding Requirements Matrix not matching specifications in 3.30.4).</b></p> <p>The Requirements Matrix includes certain specifications that are not listed in 3.30.4, and we just want it to be clear that we have not priced the cost of placing security tags on deliveries and do not propose doing that task. Drivers or fuel supplier shall not notify the City before the delivery truck leaves terminal. Drivers shall not have a certificate of analysis. All of these items are in the Requirements Matrix but are not listed in the above specification.</p>
34.	3.30.5	106	<p><b>Scope Item 3.30.5 Exceptions taken to 3.30.5 Spill Prevention and Response (Regarding responsibilities for Spills).</b></p> <p>FleetCor's fuel supplier subcontractors (Mansfield Oil or Jacobus Energy) and Mansfield's carrier subcontractors shall be responsible for any compliance to this specification (if applicable). FleetCor represents that we are the Fleet Card program provider and vendor who essentially is just billing and reporting the bulk/generator and mobile wet hosing purchases and deliveries to the City, providing consolidated billing and reporting on a single reporting platform. FleetCor is not a petroleum distributor or wholesaler and we are not a petroleum carrier or delivery company. We cannot purchase commercial general liability or pollution liability insurance to cover those types of activities since we do not perform them or employ staff or own equipment performing these activities. As such, we cannot assume responsibility for certain specifications, we must rely entirely on subcontractors or in the case of Mansfield, its subcontractors. We will not be held liable for damages for spills, leaks, or contamination that might possibly occur. Consider the following:</p>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			<ol style="list-style-type: none"> <li>1) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that are HAZMAT trained and that have the ability to provide documentation of completion of HAZMAT training for their fuel delivery staff. FleetCor assumes no responsibility for HAZMAT training.</li> <li>2) Jacobus Energy advises FleetCor that they are HAZMAT trained and it has the ability to provide documentation of completion of HAZMAT training for their fuel delivery staff. FleetCor assumes no responsibility for HAZMAT training.</li> <li>3) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that represent they have the appropriate training, policies and procedures, and equipment to be able to immediately clean up any fuel spills that occur during service to the City. FleetCor assumes no responsibility for this training, policies and procedures, and equipment to be able to immediately clean up fuel spills.</li> <li>4) Jacobus Energy advises FleetCor that they have the appropriate training, policies and procedures, and equipment to be able to immediately clean up any fuel spills that occur during service to the City. FleetCor assumes no responsibility for this training, policies and procedures, and equipment to be able to immediately clean up fuel spills.</li> <li>5) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that acknowledge that they will immediately report fuel spills to the on-site City representative and to appropriate external agencies in a timely fashion. FleetCor assumes no responsibility for reporting fuel spills.</li> <li>6) Jacobus Energy advises FleetCor that they will immediately report fuel spills to the on-site City representative and to appropriate external agencies in a timely fashion. FleetCor assumes no responsibility for reporting fuel spills.</li> <li>7) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that acknowledge that they shall maintain all equipment necessary on their delivery vehicles for the clean-up of incidental spills, drips or leaks at all times. Suggested equipment includes: absorbent material, industrial wipers, and clean-up containers. FleetCor assumes no responsibility for maintaining such equipment on subcontractor delivery vehicles.</li> <li>8) Jacobus Energy advises FleetCor that they shall maintain all equipment necessary on their delivery vehicles for the clean-up of incidental spills, drips or leaks at all times. Suggested equipment includes: absorbent material, industrial wipers, and clean-up containers. FleetCor assumes no responsibility for maintaining such equipment on subcontractor delivery vehicles.</li> </ol>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			<p>9) Mansfield Oil advises FleetCor that they will only use carriers/delivery companies that acknowledge that in the event of a spill resulting from the delivery company's actions, the delivery company's employee shall perform initial spill response to prevent potential injury to City employees, damage to City Equipment, materials, or land, and to prevent chemicals from reaching storm drains. Mansfield Oil or the delivery company subcontractor shall be liable for reimbursing the City for any fines levied against the City for spills resulting from the delivery company's actions and shall pay for any costs incurred for clean-up and emergency response. FleetCor assumes no responsibility for performing initial spill response, and shall not be liable for reimbursing the City for any fines levied against the City for spills resulting from the delivery company's actions and FleetCor shall not be responsible or liable to pay for any costs incurred for clean-up and emergency response.</p> <p>10) Jacobus Energy advises FleetCor that in the event of a spill resulting from the Jacobus Energy's actions, Jacobus Energy's employee shall perform initial spill response to prevent potential injury to City employees, damage to City Equipment, materials, or land, and to prevent chemicals from reaching storm drains. Jacobus Energy shall be liable for reimbursing the City for any fines levied against the City for spills resulting from Jacobus Energy's actions and shall pay for any costs incurred for clean-up and emergency response. FleetCor assumes no responsibility for performing initial spill response, and shall not be liable for reimbursing the City for any fines levied against the City for spills resulting from Jacobus Energy's actions and FleetCor shall not be responsible or liable to pay for any costs incurred for clean-up and emergency response.</p> <p>11) Mansfield Oil advises FleetCor that they have a spill prevention program available, and that it will only use carriers/delivery companies that acknowledge that they have a spill prevention program available and will follow those procedures in case of a spill. FleetCor as Fleet Card Program provider and entity who merely bills these purchases and deliveries on our card processing platform, assumes no responsibility for having a spill prevention program.</p> <p>12) Jacobus Energy advises FleetCor that they have a spill prevention program available, and will follow those procedures in case of a spill. FleetCor as Fleet Card Program provider and entity who merely bills these purchases and deliveries on our card processing platform, assumes no responsibility for having a spill prevention program.</p> <p>13) FleetCor's designated Fuel Suppliers, rather than FleetCor, shall have liability to Customer for damages, losses, costs, expenses, penalties, fines or liabilities, including but not limited to, of any kind arising out of any overfills or spillages occurring at City properties, to the extent</p>



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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			caused by the negligence of the Fuel Supplier or their designated delivery carrier.
35.	3.31	111	<p><b>Scope Item 3.31 Exceptions taken to 3.31 Equipment (Regarding responsibilities for Calibration).</b> The above paragraphs under 3.31 has contradicting statements. In the first paragraph it says:  <b>The Company shall calibrate</b> all pumps prior to the beginning of service, and at least once annually during the term of this Contract.</p> <p>In the second paragraph it says:  <b>The City shall calibrate City owned equipment as needed.</b> The Company shall not be responsible for calibration or other repair or maintenance of City owned equipment during the term of this Contract.</p> <p>We request the last sentence of first paragraph in 3.31 be deleted from the specification. Language change needed to 3.31  The Company will be required to provide, install, maintain, repair, and replace as needed one (1) Card Reader per tank / Fuel Island. <del>The Company shall calibrate all pumps prior to the beginning of service, and at least once annually during the term of this Contract.</del></p> <p>The City shall calibrate City owned equipment as needed. The Company shall not be responsible for calibration or other repair or maintenance of City owned equipment during the term of this Contract.</p>
36.	3.31.2	115	<p><b>Scope Item 3.31.2 Exceptions taken to 3.31.2 Required Equipment (Regarding Receipt Printers, 2 Hour Service Requirement, and Activating Truck Wash System).</b> FleetCor must take exceptions to certain of the equipment requirements, as outlined below:</p> <p><b>1) Receipt Printers.</b> In 1st bullet point, we request the highlighted reference below for printers to be removed. Printers are not and have never been installed on the card readers at consigned locations. We do not propose or agree to install receipt printers on the card readers. Language change needed to 3.31.2, first bullet point:</p> <ul style="list-style-type: none"> <li>▪ One (1) Card Reader per pump or Fuel Island to allow monitoring of all Fuel Transactions at City Sites and provide appropriate reporting data into the Fleet Card Management System. <del>Each Card Reader must have the ability to issue receipts to users at the time of transaction. The City shall, at their discretion, determine which Onsite Fueling Locations with Card Readers will also require printers. The Cost of providing and maintaining each receipt printer shall be directly passed along to the Onsite Fueling Location only, rather than spread across all Onsite Fueling Locations.</del></li> </ul>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			<p><b>2) 2 Hour Service Requirement.</b> In third bullet point, though FleetCor is likely able to respond back to the City on a reported equipment failure within 2 hours, please note that if the notification is received after normal business hours or on the weekend, the notification needs to occur by phone call to designated FleetCor representative (Alice Hafkey) or the Fuel Supplier's equipment support department. We request the response deadline to be moved from 2 hours to 12 hours. If a physical visit to the property is required by our designated equipment repair subcontractor, please recognize that for onsite work to commence, it likely would require a minimum of 24 hours. Language change needed to 3.31.2 third bullet point:</p> <ul style="list-style-type: none"> <li>▪ The Company shall respond to notifications by the City of issues with Onsite Card Readers or inoperable Card Readers within <del>twelve-two</del> (12) hours of notification.</li> </ul> <p><b>3) Truck Wash Activation.</b> FleetCor is not opposed to the truck wash system provider enabling their POS system to read the City's Fuelman card to activate the car wash. However, FleetCor shall not be responsible for any programming to do this, or to somehow capture the Equipment Number of the vehicle. FleetCor would not be involved in reporting use of the Truck Wash. Language change needed to 3.31.2 fifth paragraph:</p> <p style="padding-left: 40px;">The Company must allow the City's truck wash system vendor to format their card reader system <u>at truck wash system vendor's cost</u> so that the City's truck wash card reader is able to read and record the equipment number from the Company's fuel card.</p>
37.	3.31.2	116	<p><b>Scope Item 3.31.2 Exceptions taken to 3.31.2 Required Equipment (Regarding proper size fuel hoses and nozzles and liability to pay for any damage to tanks caused by use of incorrect equipment).</b> FleetCor's fuel supplier (Mansfield Oil), or it's delivery subcontractors, shall be responsible for any damage they cause by using incorrect nozzles or fuel hose fittings when delivering to City owned tanks. FleetCor will act as intermediary if necessary should such a claim arise, however we must rely on Mansfield Oil to solve such a situation, and we believe they will do so if sufficient proof that it's carrier or delivery company truly caused an equipment breakage on City owned tank.</p> <p>Language change to 3.31.2, last paragraph:</p> <p style="padding-left: 40px;"><b>Additionally, the Company must utilize the proper size fuel hose(s) and nozzle(s) to fill City owned tanks through the appropriate ports. <u>If sufficient proof is provided that the fuel supplier or its carrier caused damage to tanks owned by the City, The Company's fuel supplier subcontractor or its Carrier subcontractor causing the damage shall be liable to pay for any damage to tanks owned by the City through the use of incorrect equipment by the Service Provider at the actual cost of such damage.</u></b></p>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
38.	3.31.2	116	<p><b>Scope Item 3.31.2 Exceptions taken to 3.31.2 Required Equipment (Regarding functioning ATG Equipment and Remote Connectivity).</b> To provide consigned fuel services, the location must have a working electronic Automatic Tank Gauging (ATG) device, and FleetCor's fuel supplier must be able to remotely monitor fuel inventory levels from City owned ATG devices, for sake of delivery dispatch and basic inventory accounting (not for environmental compliance monitoring). This monitoring must be allowed either by connectivity over the internet (across the City's Network), or if determined necessary via cellular modem connectivity to the ATG equipment.</p> <p>If ATG equipment connectivity is not present, the City must allow FleetCor to upgrade the ATG and bill the City for related upgrades required. If a City owned location does not have functioning ATG equipment (with network or cellular connectivity), FleetCor reserves the right to not provide consigned fuel services to the location.</p> <p>Language that needs to be added to 3.31.2:</p> <p style="color: red;"><u>To be eligible to received consigned fuel services, City owned tanks must have an electronic automatic tank gauge (ATG) that can be remotely monitored by the Company or its fuel supplier using appropriate connectivity (cellular or LAN connection).</u></p>
39.	3.33	120	<p><b>Scope Item 3.33 Exceptions taken to 3.33 Fuel Products and Services and Usage Information (Regarding "No Bid" for the Airport Diesel and Airport Gasoline Onsite Gallons).</b> We have considered the requirements for supplying Consignment Fuel and Bulk Fuel supply to the Charlotte Airport (Aviation) locations. At this time, we must take exception and "No Bid" the Charlotte Airport fuel supply. We are unable to bid on these gallons and provide services as specified in the ITB for these locations.</p> <ul style="list-style-type: none"> <li>• We are willing and happy to look more closely at it, but we just don't see how a manageable, automated interface to the Fuelman Fleet Card billing platform could be arranged with Menzies.</li> <li>• We need or prefer card transactions to process directly from point of sale equipment, to our authorization system.</li> <li>• We are very concerned that inventory reconciliation issues will occur if transactions are missed or lost by Menzies, and we wonder who would be responsible for paying for inventory shortages that occur.</li> <li>• Please realize that even for the mobile fueling interface with Jacobus, we must issue a card for each unit they fuel onsite, and Jacobus must actively manage and update their database to include current, updated Fuelman Card numbers. When they transmit deliveries on a daily or batch process, the transactions are presented as card transactions through an interface file Jacobus transmits.</li> <li>• The tasks of maintaining a card database that would be required with Menzies seems extremely difficult if not impossible to manage, and then there are numerous accounts that would be required for the many</li> </ul>

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Item	ITB Section Number	Page Number In Response	FLEETCOR Title of the Exception Taken
			different companies or users working at the airport, using the fuel, which introduces credit decisions, collections, and even locks on accounts for non-payment or delinquency, which need to occur in real time. These are companies, not governments, so credit and collections would be different than ordinary City business.
40.	Required Form 4 – Pricing Worksheet	164	<b>NOTE 2:</b> FleetCor takes exception to paying a percentage-based CCPA Admin Fee (minimum of 1%). FleetCor agrees and proposes to pay the City \$0.015 (1.5 cents) per gallon fixed Admin Fee. At current market prices at time of bid, this is actually above the 1% minimum. Reason we cannot agree to percentage is that the cost plus pricing rates we are required to quote are fixed per gallon rates and the rates cannot float up and down. OPIS wholesale fuel prices and resulting amounts billed the City or CCPA Participants can change significantly over time and if or when wholesale prices go up substantially, the 1% could easily result in a rate per gallon double or more the proposed fixed rate. We must be able to know right now and through the term of the contract, how much of our quoted margin will be paid back to the City through the CCPA Admin Fee. Furthermore, the current rate we pay under prior similar contract is only \$0.005 per gallon and we do not pay the fee on the City's gallons. The proposed \$0.015 rate is 3 times the current rate, and including the City's gallons, we predict this to be an 825% increase in fees paid versus current similar contract. Lastly, we have other government purchasing cooperatives whom we only pay \$0.005 per gallon, so even the proposed \$0.015 per gallon is way too high in comparison.

### **FleetCor's Redline Changes Requested to the Section 7 Sample Contract (as requested in ITB Section 4.1.4).**

FleetCor legal, IT Governance official (where necessary), and Product Team (where necessary) have reviewed the Section 7 Sample Contract. In a separate WORD document containing only the Section 7 Sample Contract, we have tracked changes, noted redlined changes we request and in some cases provided Legal, IT Governance, or Product Team comments in the margin of the document. Let us point out the following:

- First, we have discovered that this new sample contract is entirely different than the prior contract that was signed for similar services back in 2011.
- We believe the 2011 agreement format is a better template than this new draft and if the City could consider it, we would recommend going back to the former agreement format.
- This new draft contract requires numerous adjustments, in fact too many to list them specifically here in the Form 3 Additional Pages Attachment.
- We have provided behind Appendix 3 of our Bid Response, a printout of the Sample Contract with our redlined changes and comments. We need the City to accept this printout and the electronic copy of the Section 7 Sample Contract, which we have saved on a USB Zip Drive, as our compliance to 4.1.4 specification saying: "Accordingly, each Company must state specifically in its Bid any exceptions to the Sample Terms".

### **Company-proposed Additional Terms or Conditions Included in the Bid.**

The fourth paragraph of ITB specification 4.1.4 states: *"Any Company-proposed additional terms or conditions must also be included in the Bid, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Bid and be grounds for revoking the award."* Consider the following items we have included in FleetCor's bid response.

1. FleetCor has included certain **General Terms and Conditions for Use of Fleet Cards** in our Bid Response, submitted under separate Section D. These Company-proposed, additional terms and conditions are needed to better clarify responsibilities, for important things like:
  - Responsibilities for Security, Loss, Theft, or Unauthorized Use of Card.
  - Responsibilities for Account Administration and Card Issuance
  - A requested Limitation of Liability Provision which FleetCor desires to be in place in all our contracts.

We understand that these Company-proposed, additional terms and conditions are subject to legal review by the City and that there may be required modifications to them.

2. Additionally, we are offering an optional Value Add Service within our Bid Response which we call the "**Fraud Protector Program**". The Fraud Protector Program would

## Section 6 Required Forms

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provide the City and other CCPA Participants a program to receive additional financial coverage or protection against fraud losses related to Card Skimming/Counterfeiting theft by criminals. In order to provide this service and protection, we have a set of Fraud Liability Waiver Program Terms and Conditions, which would be an Addendum to the Card Program Terms and Conditions (General Terms and Conditions for Use of Fleet Cards), and these additional terms and conditions are provided in Section D of FleetCor's response. The Fraud Protector Program is available by paying a Fee, and there is an Annual Coverage Election outlined in the Fraud Liability Waiver Program Terms and Conditions.

- **Again, this is an Optional Program that the City or CCPA Participants would be able to Opt-In to receive the program should the City or CCPA Participant desire the financial protection.** Card skimming/counterfeit fraud losses have grown considerably in recent years, so in 2019 we developed this program to help Customers receive financial protection. The Customer can select the level of Coverage (and applicable fee) they desire to receive.

**ATTACHMENT 1**

**REQUIRED FORM 4 – PRICING WORKSHEET**

**ITB # 269-2019-059**

**FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES**

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this ITB. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Bid must reflect all costs for which the City will be responsible.**

For purposes of this ITB, assume an initial term of five (5) years, with the City having an option to renew for two (2) additional consecutive two (2) year terms thereafter.

Fuel Supply Products, Fleet Cards, and Related Services RFP 269-2019-059 Company Proposed Pricing			
Consignment Fuel			
Fuel Type	Required / Optional	Margin (Rack Plus Margin Model where appropriate)	Product Measurement
<b>Gasoline Grades</b>			
Regular Unleaded	<i>Required</i>	Rack + \$ 0.139 <b>SEE NOTE 1</b>	Gallon
Mid-Grade Unleaded	<i>Required</i>	Rack + \$ 0.139 <b>SEE NOTE 1</b>	Gallon
Premium Unleaded	<i>Required</i>	Rack + \$ 0.139 <b>SEE NOTE 1</b>	Gallon
Ethanol Blended (E85)	<i>Required</i>	Rack + \$ 0.139 <b>SEE NOTE 1</b>	Gallon
<b>Diesel Fuel Grades</b>			
Ultra Low Sulfur Diesel	<i>Required</i>	Rack + \$ 0.139 <b>SEE NOTE 1</b>	Gallon
B-20 Blended Diesel	<i>Required</i>	Rack + \$ 0.139 <b>SEE NOTE 1</b>	Gallon
Red Dye Distillate Ultra Low Sulfur Diesel	<i>Required</i>	Rack + \$ 0.139 <b>SEE NOTE 1</b>	Gallon
Diesel Exhaust Fluid	<i>Required</i>	<b>Virtual Rack + 0.144</b> <b>See Scope Item 3.12 response</b> <b>Supplier Cost plus markup</b> <b>quoted above</b>	Gallon
Renewable Diesel	<i>Optional</i>	Rack + \$ 0.139	Gallon
<b>Auxiliary Fuels</b>			
Propane	<i>Optional</i>	Retail – <b>No Bid</b> <b>We cannot offer Propane on</b> <b>Consignment, just Bulk</b>	Pounds

**NOTE 1: FleetCor is “No Bidding” Charlotte Airport Consignment Fuel Gallons or Bulk Fuel Gallons. The pricing above does not apply to the Charlotte Airport part of the ITB. See our exception taken in response to Scope Item 3.33.**

Retail Fuel			
Fuel Type	Required / Optional	Margin (Rack Plus Margin Model where appropriate)	Product Measurement
<b>Gasoline Grades</b>			
Regular Unleaded	<i>Required</i>	Rack + <b>\$ 0.139</b>  <b>For Conventional No Ethanol grades of gasoline, with “Fixed Rack” pricing format the City desires, we must price Conventional No Ethanol Regular Unleaded based on Retail Price less Discount. See solutions response, Scope Item 3.4.1.2.A Regular Unleaded Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing). Proposed Discount: -\$ 0.030</b>	Gallon
Mid-Grade Unleaded	<i>Required</i>	Rack + <b>\$ 0.139</b>  <b>For Conventional No Ethanol grades of gasoline, with “Fixed Rack” pricing format the City desires, we must price Conventional No Ethanol Mid-Grade Unleaded based on Retail Price less Discount. See solutions response, Scope Item 3.4.1.2.B Unleaded Mid Grade Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing). Proposed Discount: -\$ 0.030</b>	Gallon
Premium Unleaded	<i>Required</i>	Rack + <b>0.139</b>  <b>For Conventional No Ethanol grades of gasoline, with “Fixed Rack” pricing format the City desires, we must price Conventional No Ethanol Premium Unleaded based on Retail Price less Discount. See solutions response, Scope Item 3.4.1.2.C Premium Unleaded Gasoline - Exception or Modification to Specification (Conditional Exception for “Fixed Rack” Pricing). Proposed Discount: -\$ 0.030</b>	Gallon



Retail Fuel			
Fuel Type	Required / Optional	Margin (Rack Plus Margin Model where appropriate)	Product Measurement
Ethanol Blended (E85)	Required	Rack + Exception taken - Scope Item 3.4.1.2.D. E-85 Blend Ethanol Enhanced Gasoline - Exception or Modification to Specification (Conditional Exception for "Fixed Rack" Pricing). With "Fixed Rack" pricing format the City desires, we must price E-85 using Retail Price less discount. This would also apply to Evolving gasoline products like E-15 or E-30 should they become available. Proposed Discount: - \$ 0.030	Gallon
<b>Diesel Fuel Grades</b>			
Ultra Low Sulfur Diesel	Required	Rack + 0.159	Gallon
B-20 Blended Diesel	Optional	Rack + Exception taken - Scope Item 3.4.1.2.F. B-20 Biodiesel Blended Fuel (80% Ultra Low Sulfur Diesel Fuel, 20% pure soybean oil product) - Exception or Modification regarding Virtual Rack Price for Bulk Supply of High Biodiesel Blends and Retail Pricing for purchases of High Biodiesel Blends at Retail Stations. With "Fixed Rack" pricing format the City desires, we must price B-20 using Retail Price less discount. Proposed Discount: -\$ 0.05	Gallon
Red Dye Distillate Ultra Low Sulfur Diesel	Required	Rack + \$ 0.159	Gallon
<b>Auxiliary Fuels</b>			
Kerosene	Optional	Retail - \$ 0.000	Gallon
Propane	Optional	Retail - \$ 0.000	Pounds
Compressed Natural Gas ("CNG")	Optional	Retail - \$ 0.000	GGE
"Other" Fuel Types	Optional	Retail - \$ 0.010	
<b>Motor Oils - Gasoline Engines</b>			
Full Synthetic 0W-20 (ILSAC: GF-4, API: SM)	Required	Retail - \$ 0.000	Quart
Synthetic Blend 5W-30 (ILSAC: GF-4, API: SM, SL)	Required	Retail - \$ 0.000	Quart
Synthetic Blend 5W-20 (ILSAC: GF-4 API: SM)	Required	Retail - \$ 0.000	Quart
<b>Motor Oil - Diesel Engines</b>			

Retail Fuel			
Fuel Type	Required / Optional	Margin (Rack Plus Margin Model where appropriate)	Product Measurement
Synthetic Blend 15W40 (API: CJ-4, CI-4 PLUS, CI-4, CH-4, SM)	Required	Retail - \$ 0.000	Quart
Full Synthetic 15W50 (CI-4 Plus/SL rating)	Required	Retail - \$ 0.000	Quart
Diesel Exhaust Fluid	Required	Retail - 0.010 (DEF Dispensed) 0.000 (In Store Purchase)	Quart

Non - Consignment Fuel					
Fuel Type	Required / Optional	Truck Size ≤ 2500 Gal.	Truck Size ≥ 2500 Gal	Product Measurement	Volume Discount (where applicable)
		Margin (Rack Plus Margin Model where appropriate)	Margin (Rack Plus Margin Model where appropriate)		
<b>Gasoline Grades</b>					
Regular Unleaded	Required	Rack + \$ 0.339 SEE NOTE 1	Rack + \$ 0.339	Gallon	Delivery trucks over 7000 gal. Markup = 0.219 / gal.
Mid-Grade Unleaded	Optional	Rack + \$ 0.339 SEE NOTE 1	Rack + \$ 0.339	Gallon	Delivery trucks over 7000 gal. Markup = 0.219 / gal.
Premium Unleaded	Optional	Rack + \$ 0.339 SEE NOTE 1	Rack + \$ 0.339	Gallon	Delivery trucks over 7000 gal. Markup = 0.219 / gal.
Ethanol Blended (E85)	Optional	Rack + \$ 0.339 SEE NOTE 1	Rack + \$ 0.339	Gallon	Delivery trucks over 7000 gal. Markup = 0.219 / gal.
<b>Diesel Fuel Grades</b>					
Ultra Low Sulfur Diesel	Required	Rack + \$ 0.339 SEE NOTE 1	Rack + \$ 0.339	Gallon	Delivery trucks over 7000 gal. Markup = 0.219 / gal.
B-20 Blended Diesel	Required	Rack + \$ 0.339 SEE NOTE 1	Rack + \$ 0.339	Gallon	Delivery trucks over 7000 gal. Markup = 0.219 / gal.
Red Dye Distillate Ultra Low Sulfur Diesel	Required	Rack + \$ 0.339 SEE NOTE 1	Rack + \$ 0.339	Gallon	Delivery trucks over 7000 gal. Markup = 0.219 / gal.

Non - Consignment Fuel					
Fuel Type	Required / Optional	Truck Size ≤ 2500 Gal.	Truck Size ≥ 2500 Gal	Product Measurement	Volume Discount (where applicable)
		Margin (Rack Plus Margin Model where appropriate)	Margin (Rack Plus Margin Model where appropriate)		
<b>Auxiliary Fuels</b>					
Propane	Optional	Retail – There would not be a “Retail Price” to charge on a Bulk Delivery of Propane. Insufficient info provided regarding propane tanks and deliveries to quote a price inclusive of freight. FleetCor must charge Fuel Supplier’s Cost, Plus Freight, Plus FleetCor Markup = <b>\$0.139</b>	Retail – There would not be a “Retail Price” to charge on a Bulk Delivery of Propane. Insufficient info provided regarding propane tanks and deliveries to quote a price inclusive of freight. FleetCor must charge Fuel Supplier’s Cost, Plus Freight, Plus FleetCor Markup = <b>\$0.139</b>	Pounds	There would not be a “Retail Price” to charge on a Bulk Delivery of Propane. Insufficient info provided regarding propane tanks and deliveries to quote a price inclusive of freight. FleetCor must charge Fuel Supplier’s Cost, Plus Freight, Plus FleetCor Markup = <b>\$0.139</b>

Memo Services: Consignment Tanks		
Gasoline Grades	Memo Fee	Unit
All Fuel Types	\$0.02 <b>Confirmed - \$0.02 per gallon</b>	Gallon
See Section 3.29.4, Memo Services, for detailed requirements.		

Onsite Fueling Location Audits	Cost Per Pump	Additional Information
Full Audit of each Onsite Fueling Location with Consignment Fueling Requirements for the City prior to Contract Execution per Section 4.22.1	\$ <b>525.00</b>	<b>Note that this price quoted is based on per site, not per pump since we don’t know how many pumps are at each location.</b>

**Charlotte Cooperative Purchasing Alliance Fees and Pricing Incentives.**

The Company shall submit a minimum of one (1) percent (%) of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend.

To ensure compliance with Federal Aviation Administration (“FAA”) requirements, the Company shall report separately all purchases made by Aviation (or other applicable entities subject to FAA requirements). Both parties will exclude these totals for the purposes of calculating all Participating Public Agency sales volumes and determining CCPA Administrative Fees or Rebates.

<b>CCPA Admin Fee</b> Minimum of 1%	% <b>Exception taken. FleetCor agrees to pay Fixed Per Gallon Rate = \$0.015 per gallon, not the 1% percentage. SEE NOTE 2 BELOW</b>
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**NOTE 2:** FleetCor takes exception to paying a percentage-based CCPA Admin Fee (minimum of 1%). FleetCor agrees and proposes to pay the City \$0.015 (1.5 cents) per gallon fixed Admin Fee. At current market prices at time of bid, this is actually above the 1% minimum. Reason we cannot agree to percentage is that the cost plus pricing rates we are required to quote are fixed per gallon rates and the rates cannot float up and down. OPIS wholesale fuel prices and resulting amounts billed the City or CCPA Participants can change significantly over time and if or when wholesale prices go up substantially, the 1% could easily result in a rate per gallon double or more the proposed fixed rate. We must be able to know right now and through the term of the contract, how much of our quoted margin will be paid back to the City through the CCPA Admin Fee. Furthermore, the current rate we pay under prior similar contract is only \$0.005 per gallon and we do not pay the fee on the City’s gallons. The proposed \$0.015 rate is 3 times the current rate, and including the City’s gallons, we predict this to be an 825% increase in fees paid versus current similar contract. Lastly, we have other government purchasing cooperatives whom we only pay \$0.005 per gallon, so even the proposed \$0.015 per gallon is way too high in comparison.

CCPA Rebate/Pricing Incentive	<i>Company to select one rebate method below:</i>	
	% of total Sales Volume	Per Gallon Rebate
The Company may also submit any additional Rebates or Pricing Incentives for the City and Participating Public Agencies. If appropriate, indicate any volume based tiers for Incentives or Rebates.	n/a %	\$ n/a

Additional Equipment:	Cost Per Each	Additional Information
Receipt Printers (At Card Reader Locations)	\$ No Bid	We do not propose or agree to install receipt printers on card readers. See Solutions response, Scope Item 3.31.2 Exceptions taken to 3.31.2 Required Equipment (Regarding Receipt Printers, 2 Hour Service Requirement, and Activating Truck Wash System).
Annual Support & Maintenance of Receipt Printers	\$ No Bid	We do not propose or agree to install receipt printers on card readers. See Solutions response, Scope Item 3.31.2 Exceptions taken to 3.31.2 Required Equipment (Regarding Receipt Printers, 2 Hour Service Requirement, and Activating Truck Wash System).

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**REQUIRED FORM 5 – M/W/SBE UTILIZATION**

**ITB # 269-2019-059**

**FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES**

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their Bid outlining any supplies and/or services to be provided by each City-certified Small Business Enterprise (SBE), and/or City-registered Minority-owned Business Enterprise (MBE) and Woman-owned Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this ITB.

<b>Company Name:</b>	<b>FleetCor Technologies Operating Company, LLC d.b.a. Fuelman</b>
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Please indicate if **your company** is any of the following:

MBE     WBE     SBE     None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s Bid (attach additional sheets if needed):

**None. Because of the complexities of the services required by this ITB, we must utilize the proven subcontractors we already have in place serving current similar contract.**

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

**None. Because of the complexities of the services required by this ITB, we must utilize the proven subcontractors we already have in place serving current similar contract.**

*[Form continues on next page]*

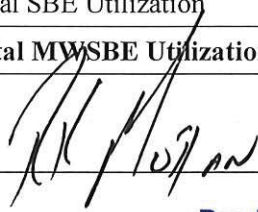
## Section 6 Required Forms

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate "M," "S," and/or "W"	City Vendor #

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
<b>Total MWSBE Utilization</b>	<b>%</b>

Representative (signed): \_\_\_\_\_



6.16.2020  
Date

Randy Morgan  
Representative Name

## Section 6 Required Forms

### REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

ITB # 269-2019-059

#### FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES

Companies shall complete and submit the form below as part of their response to this ITB. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	<b>FleetCor Technologies Operating Company, LLC d.b.a. Fuelman</b>
Company Location (indicate corporate headquarters and location that will be providing the Services).	HQ: 3280 Peachtree Rd., Suite 2400 Atlanta GA 30305 Act. Mgr. Support: 5301 Maryland Way Brentwood, TN 37027 Local Contr. Support: 543 Cox Rd., Suite C-2, Gastonia, NC 28054  <b>Also supported by staff who work remotely (home office)</b>
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	FleetCor predecessor company was founded in 1985 (35 years). – We provided fuel card & consigned fuel programs since inception. – Since 2011 provided bulk supply through Mansfield, billed on Fuelman card. – Since 2012 provided mobile fuel supply through Quick Fuel, billed on FM card.
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).	<b>See Additional Pages Attachment, Question 4 response.</b>
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	<b>None Applicable. Customers do sometimes decide to change or go with competing fleet card programs, but we should not be required to disclose specific customers here.</b>
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this ITB.	<b>See Additional Pages Attachment, Question 6 response.</b>
Provide an overview and history of your company.	<b>See Additional Pages Attachment, Question 7 response.</b>
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	FleetCor Technologies Operating Company is a wholly owned subsidiary of FleetCor Technologies, Inc. (Parent Company). Our Parent Company is a public corporation (NYSE: FLT). In our latest annual report Form 10-K, FleetCor reports it employed 8,700 people with approximately 3,450 located in the U.S.
Identify the percentage of revenue used for research and/or development by the proposing company or division.	<b>We do not and cannot disclose to the City this granular information. Our Form 10-K is available to the public. We invest heavily in our systems and products.</b>
Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been effect.	<b>Not applicable. We do invest heavily in IT Security and invest to make sure our systems are compliant with mandated security protocol or rules governing the industry.</b>
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	<b>See Additional Pages Attachment, Question 11 response.</b>
Describe the ownership structure of your company, including any significant or controlling equity holders.	FleetCor Technologies Operating Company is a wholly owned subsidiary of FleetCor Technologies, Inc. (Parent Company). Our Parent Company is a public corporation (NYSE: FLT).



## Section 6 Required Forms

Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.	<b>See Additional Pages Attachment, Question 13 response.</b>
Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.	<b>See Additional Pages Attachment, Question 14 response.</b>
If the Bid will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.	<b>See Additional Pages Attachment, Question 15 response.</b>
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	<b>See Additional Pages Attachment, Question 16 response.</b>
Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.	<b>See Additional Pages Attachment, Question 17 response.</b>
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	<b>None Applicable</b>
Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third-party security audits in the last five (5) years.	<b>See Additional Pages Attachment, Question 19 response.</b>

**REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE**

**ITB # 269-2019-059**

**ADDITIONAL PAGES ATTACHMENT**

**QUESTION 4**

How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).

**FleetCor Response:**

FleetCor serves thousands of public sector clients. Many utilize our card program exclusively for retail fleet/fuel card, while many others use the card for both retail purchases combined with our Fuelman consigned fuel program similar to what the City of Charlotte receives today from Fuelman.

**Credentials with Other Large Customers.** FleetCor serves several state governments with the Fuelman Fleet Card including:

- State of Tennessee (includes approximately 30 onsite consigned fuel sites)
- State of Mississippi (includes approximately 20 onsite consigned fuel sites)
- State of Delaware (includes Memo tracking for DE DOT onsite tanks)
- State of Oklahoma - FleetCor’s Comdata business serves the States of Oklahoma with a Comdata MasterCard universal fleet card program. All State agencies and hundreds of local governments utilize the Comdata contract for fleet card.

**Other Large Governments.** Additionally, our proprietary Fuelman Fleet Card program serves thousands of large and medium sized political subdivisions including Cities, Counties, and School Districts throughout the U.S. Just a few large public sector entities we serve include:

- Arlington County, VA
- City of Beaumont, TX
- City of Charlotte, NC and Mecklenburg County
- City of Elizabeth, NJ
- City of Fort Walton Beach, FL
- City of Knoxville, TN
- City of Morristown, TN
- City of North Myrtle Beach, SC
- City of Oklahoma City, OK
- City of Orlando, FL
- City of Shreveport, LA
- Caddo Parish School Board (Shreveport, LA)
- Caddo Parish Commission
- Caddo Parish Sheriff’s Office
- East Baton Rouge Parish School Board (Baton Rouge, LA)
- Florence County, SC

## Section 6 Required Forms

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- Fort Worth Independent School District (Fort Worth, TX)
- Georgetown County, SC
- Harris County, TX (Houston, TX)
- Jefferson Parish Sheriff's Office (Metairie, LA)
- Oklahoma County
- Orangeburg County, SC
- Richland County, SC
- Tulsa Public Schools (Tulsa, OK)
- Over 600 Public Sector clients in the State of Mississippi (through state contract we hold) utilize the Fuelman Fleet Card.
- Over 200 Public Sector clients through other Governmental Purchasing Cooperative contracts we hold utilize the Fuelman Fleet Card.

### QUESTION 6

List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this ITB.

#### **FleetCor Response:**

We are and may become subject to lawsuits from time to time in the ordinary course of our business.

On December 20, 2019 the FTC filed a lawsuit in the Northern District of Georgia against FLEETCOR and CEO Ron Clarke. See FTC v. FLEETCOR Technologies, Inc. and Ronald F. Clarke, No. 19-cv-05727 (N.D. Ga.). The complaint alleges FLEETCOR and Clarke violated the FTC Act's prohibitions on unfair and deceptive acts and practices. The complaint seeks among other things injunctive relief, consumer redress, and costs of suit. The Company continues to believe that the FTC's claims are without merit. Additionally, please refer to a press release FLEETCOR released 12/20/2019, which is available at [www.fleetcor.com](http://www.fleetcor.com) at the INVESTORS page of the website under PRESS RELEASES, entitled "FLEETCOR Reinforces Commitment to Customer Transparency". The press release contains our statements regarding the lawsuit.

### QUESTION 7

Provide an overview and history of your company.

#### **FleetCor Response:**

The proposing company for this Bid and potential contract is FleetCor Technologies Operating Company, LLC which is a Louisiana limited liability company and a wholly owned subsidiary of FleetCor Technologies, Inc., (NYSE: FLT), a Delaware Corporation. FleetCor is a leading independent global provider of specialized payment products and services to commercial (and government) fleets, major oil companies and petroleum marketers. The company's corporate headquarters are located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305

FleetCor's predecessor company was established in May of 1986 (so in business over 34 years). In 2000, our current chief executive officer joined the company and in that year we

changed our name to FleetCor Technologies, Inc. and domesticated the parent corporation to Delaware.

The bidding entity, FleetCor Technologies Operating Company, LLC, was originally formed in 2004 as a Georgia limited liability company, wholly owned by FleetCor Technologies, Inc. In 2019 the operating company changed its State of incorporation to Louisiana.

As published in our parent company's Annual Report Form 10-K, FleetCor employed 8,700 people with approximately 3,450 located in the U.S.

In November of 2014 FleetCor acquired Comdata Inc., a leading business-to-business provider of innovative electronic payment solutions. This was a major acquisition and Comdata is now a major part of FleetCor's North America business.

### **QUESTION 11**

Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.

#### **FleetCor Response:**

The bidding entity for this contract is FleetCor Technologies Operating Company, LLC (herein "Operating Company"), is a Louisiana limited liability company and a wholly owned subsidiary of FleetCor Technologies, Inc., which is a publicly traded Delaware corporation with stock traded on the New York Stock Exchange under the symbol FLT. The Operating Company operates our direct issued Fuelman Proprietary card business that the City of Charlotte currently utilizes under prior similar contract and which is being offered through this ITB response.

For a complete understanding of the entire corporate structure, the City can study our annual report filed with the Securities and Exchange Commission, FORM 10-K which is available to the public. It can be downloaded at the investor page of our corporate website at [www.fleetcor.com](http://www.fleetcor.com). Within the FORM 10-K, there is a list of all subsidiaries of the company - there were 109 subsidiaries as of December 31, 2019.

FleetCor is a leading global provider of commercial payment solutions. We help businesses of all sizes control, simplify and secure payment of various domestic and cross-border payables using specialized payment products. Focused on business to business payments, FleetCor serves businesses, partners and merchants in North America, Latin America, Europe, and Asia Pacific. We group our payment solutions into five primary categories: Fuel, Lodging, Tolls, Corporate Payments and Gift.

- FleetCor has two reportable segments, North America and International.
- In 2019, 64.5% of our revenues came from North America businesses we operate, while 35.5% were from International.

FleetCor uses both proprietary and third-party networks to deliver our payment solutions. FleetCor owns and operates proprietary networks with well established brands throughout the world, bringing incremental sales and loyalty to affiliated merchants. Third-party networks are used to broaden payment product acceptance and use.

FleetCor's US proprietary networks for fuel payment products are:

- Fuelman Network
- Comdata Network
- Commercial Fueling Network (CFN)
- Pacific Pride Network

Additional information about our Comdata business:

- As an issuer and a processor, Comdata provides fleet cards (including MasterCard fleet and multi-card programs), payroll cards, virtual cards, and corporate payments solutions.
- Our Comdata business is #1 Fleet issuer in North America, MasterCard's #2 large market issuer, and #7 US commercial card issuer.
- Comdata offers a broad suite of corporate payments solutions with vertical-specific applications, which enable our customers to manage and control electronic payments across their enterprise, optimize corporate spending and offer innovative services that increase employee efficiency and customer loyalty. Our primary corporate payments products include virtual cards, purchasing cards, travel & entertainment (T&E) cards, payroll cards and cross-border payment facilitation.
- Comdata continues to lead the payments industry for the long haul (transportation) sector, which is how Comdata was founded in 1969. Our Comdata proprietary network consists of more than 6,500 truck stops and unattended card lock fueling stations in the U.S., where long-haul businesses purchase fuel and maintenance or transportation related services and often receive special benefits such as negotiated pricing with truck stop chains or merchants. We also provide Express Cash solutions for trucking fleets that often need this functionality for payments to over-the-road drivers.
- We offer Comdata Regulatory Compliance solutions to the long haul business sector such as Permit & Pilot Car, IFTA Fuel Tax Filing and Reporting solutions, and Licensing & Registration solutions including Hours of Service DOT log auditing.

FleetCor capitalizes on its products' specialization with sales and marketing efforts by deploying product-dedicated sales forces to target specific customer segments. We market our products directly through multiple sales channels, including field sales, telesales and digital marketing, and indirectly through our partners, which include major oil companies, leasing companies, petroleum marketers, value-added resellers (VARs) and referral partners.

For major oil companies, leasing companies and petroleum marketers, we provide program management services, which allow these partners to outsource the sales, marketing, credit, service, and system operations of their branded fuel card portfolios. Depending on our partners' needs and internal capabilities, we provide our products and services in a variety of combinations ranging from a comprehensive "end-to-end" solution (encompassing issuing, processing and network services) to limited back office processing services. Our fuel payment product partners include British Petroleum (BP), its subsidiary Arco, Shell, Speedway, Casey's, and over 700 fuel marketers of all sizes.

We believe that our size and scale, product breadth and specialization, geographic reach, proprietary networks, robust distribution capabilities and advanced technology contribute to our industry leading position.

**QUESTION 13**

Provide a management organization chart of your company’s overall organization, including director and officer positions and names and the reporting structure.

**FleetCor Response:**

Due to the size of our company, it is not possible to put the management organization on a single Org Chart. Behind Appendix 2 we provide various organization charts that should help the City understand the overall organization, at least as it pertains to managers, officers and staff that support the City of Charlotte contract.

To review FleetCor’s Board of Directors and biographies, we recommend the City visit our corporate website [www.fleetcor.com](http://www.fleetcor.com). The list of board members is at the Governance section on the Investors page <https://fleetcor.gcs-web.com/corporate-governance/board-of-directors>. Biographies of our Executive team are also available: <https://fleetcor.gcs-web.com/corporate-governance/management>

**QUESTION 14**

Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company’s team for providing the Services.

**FleetCor Response:**

FleetCor will provide Multi-tiered account support that will include support from the following teams or departments:

**Assigned Government Relationship Manager (Janet Ward).**

FleetCor will continue to have Janet Ward (Relationship Manager) assigned to the City of Charlotte, Mecklenburg County, and larger participants through CCPA that clearly need her support. Assignment to Janet is typically based on volume threshold at the bill group level. Janet Ward is a remote work employee of FleetCor based in Vicksburg, Mississippi. Consider the following regarding Janet and the role she provides:

- 21 Years in the Industry, started with FleetCor predecessor in 1999
- Responsible for maintaining relationships with some of our top Fuelman government accounts.
- Works closely with the assigned account manager as required to assist with any larger problem resolution, onsite meetings with clients, and special requests.
- The RM manages the client relationship at a corporate level, which includes: contract compliance, payment terms, preparing savings studies or special data requests, credit resolutions & routine meetings/business reviews.
- The Relationship Manager works collaboratively with our internal support groups which consists of customer’s day-to-day Account Manager, IT, Credit, Customer Service

## Section 6 Required Forms

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Department, Accounts Receivable, Product Team (web portal enhancements), Fraud Team (fraud dispute escalations), Site Acquisition Team, Merchant Services, Marketing and Finance.

- The Relationship Manager can assist with onsite training on use of the system if determined necessary.
- The Relationship Manager will consult with assigned Customers on the success of the program and help explain or offer additional products and services in business reviews.
- Janet reports to our Director of Bids & Contracts (Mark Roberts).
- Janet will be available for in person visits if determined necessary or requested.

Janet's contact information is as follows:

Janet Ward, Contract Relationship Manager  
Vicksburg, MS  
Direct (Mobile) Line: (601) 415-6153  
Fax: (601) 634-1543  
Email: [janet.ward@fleetcor.com](mailto:janet.ward@fleetcor.com)

### **Assigned Account Manager (Kion Davidson).**

The City will also be assigned to an account manager to help provide for day-to-day support requests or ordering. Currently, the account manager that is assigned to the City is Kion Davidson, who is based in our Comdata office in Brentwood, Tennessee.

- Kion has been with FleetCor/Comdata since 2016 (4 years). He started in Customer Service and advanced through roles on our Executive Response Team for customer service escalations and now as an Account Manager serving our larger Fuelman Proprietary card and Comdata MasterCard clients.
- Kion has experience in multiple systems we operate including FleetNet, FleetNetPro and iFleet user interface applications on the Fuelman side of the business.
- The account manager provides support such as account or Fuelman card changes involving security & purchasing control limits, address changes, billing, report delivery, online access & training, card use or credit limit questions.
- The account manager would assist as needed with adding new Customer IDs (departments or branches).
- The account manager serves as the primary point of contact for customer service requests (ordering) from authorized card program administrators.
- The account manager can help fleet administrators with any questions about their Fuelman account, cards, pins or reports, and requests for information or research requests, or wrong product grade corrections.
- Kion reports to account manager supervisor Katherine Genovese in Brentwood office, who reports up to our Vice President of Implementations and Enterprise Support (Terry Roney).

Kion Davidson's contact information is as follows:

Kion Davidson, Account Manager  
5301 Maryland Way, Brentwood, TN 37027

## Section 6 Required Forms

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Office: (615) 370-7434  
Email: [kidavidson@comdata.com](mailto:kidavidson@comdata.com)

### **Assigned Business Manager over Onsite Fuel Supply (Alice Hafkey).**

FleetCor has assigned our Business Manager over Consigned Fuel Services (Alice Hafkey).

- Alice has served in this role since 2005 with FleetCor and she is primarily responsible for managing all matters related to the consigned fuel inventory supply. Alice has been employed with FleetCor or a predecessor Fuelman licensee since 2002 (18 years) and prior to that she held a position in the petroleum distribution business starting in 1988 so she has over 32 years of experience in the petroleum or fleet card industry.
- For the City of Charlotte specifically, she also manages the bulk/generator delivery relationship with our subcontractor Mansfield Oil, and she manages the mobile fuel delivery relationship with Jacobus Energy (Quick Fuel).
- Alice works very closely with our fuel supplier subcontractor (Mansfield Oil) to resolve any delivery matters, equipment related matters or inventory discrepancy issues.
- Alice is our go-to person for quick resolution of any issues at customer owned on-site locations. She has all the right contacts and know-how to get problems solved quickly so that the on-site locations have maximum up time.
- Alice plays an instrumental part in coordinating fuel control terminal (card reader) upgrades or when necessary replacements. She will oversee and manage equipment upgrades to transition from analog to Network/IP processing that will occur at certain on-site locations during the term of this contract.
- Alice's contact information is as follows:
  - Alice Hafkey
  - Business Manager, Consigned Fuel Services
  - 1878 Ranchview Drive
  - Naperville, IL 60565
  - Mobile: (630) 698-5104
  - Fax: (770) 729-2040
  - Email: [ahafkey@fleetcor.com](mailto:ahafkey@fleetcor.com)

### **Assigned Director of Bids & Contracts (Mark Roberts).**

FleetCor assigns and makes available our Director of Bids & Contracts for our North America, Enterprise Fleet Sales division (Mark Roberts).

- Mark has 28 years of experience with Fuelman and he has served in this capacity through various City of Charlotte similar contracts since 1995.
- Mark will be available for in-person visits with key City of Charlotte business leaders as needed or requested. Based in nearby Gastonia, he is local to the Charlotte area and can attend short notice impromptu meetings if ever needed.
- Mark works closely with, and stays involved on a daily basis with the Relationship Manager (Janet Ward) and Alice Hafkey to see that the contract requirements are being met.
- Mark has been primarily responsible for preparing this ITB response and can answer any questions about the response.



## Section 6 Required Forms

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- The Relationship manager (Janet Ward) and Business Manager over consigned fuel supply (Alice Hafkey) report directly to Mark. As Janet and Alice's backup, Mark is available after hours via cell phone (24/7) if ever needed to address issues and concerns related to the services provided.

Mark's contact information is as follows:

Mark Roberts, Director – Bids & Contracts  
543 Cox Road, Suite C-2  
Gastonia, NC 28054  
Direct Line: 704-853-2662  
Mobile: 704-674-6848  
Fax: (678) 350-9409  
Email: [markroberts@fleetcor.com](mailto:markroberts@fleetcor.com)

### **Customer Service (Call Center) Support available 24/7.**

Though we encourage orders by the City's card program administrators to flow through the assigned account manager (Kion Davidson), traditional methods of ordering cards or PINS by phone or Email are available through FleetCor's Client Services call center which is now available 24/7. The toll free number and email address for the client services call center is as follows:

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

### **24 Hour Voice Authorization Center Support (Help Desk).**

On weekends or after hours FleetCor offers our 24 Hour Voice Authorization Center (Help Desk) which provides assistance to merchants and cardholders needing assistance completing a transaction.

- **24 Hour Help Desk #: 800-877-9013**

**QUESTION 15**

If the Bid will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.

**FleetCor Response:**

***FOR CONSIGNED FUEL, BULK FUEL/GENERATOR DELIVERIES (Mansfield Oil)***

To provide consigned fuel inventory services, bulk fuel deliveries and emergency generator deliveries to the City and County owned tank locations, FleetCor will utilize the services of Mansfield Oil Company of Gainesville, Inc. (herein "Mansfield Oil" or "Mansfield"). Mansfield agrees to supply and make available sufficient inventory and delivery of bulk volumes of fuels notated in ITB. Mansfield will own the consigned fuel inventory in Customer bulk fuel tanks. For Bulk Fuel or Generator deliveries, Mansfield will coordinate those deliveries, typically with experienced carriers it utilizes in the Charlotte market, including experienced tank wagon delivery partners for the smaller, less-than-truckload orders.

Mansfield is North America's largest delivered fuel supplier, providing 3 billion gallons annually to 8,000 customers across every US state and Canadian province. With over 7,250 unique supply points and over 1,500 delivery partners, Mansfield provides reliable supply even amidst emergency market conditions. Mansfield can provide deliveries from outside of regular supply markets during supply disruptions subject to additional freight charges; this emergency supply availability would be extended to the City upon award of this contract.

The City of Charlotte is very familiar with Mansfield and the quality of service they provide. As the existing fuel supplier to FleetCor under current and prior Fuel Supply Products, Fuel Cards, and Related Services contracts, Mansfield has performed excellently to provide consigned fuel and bulk fuel/generator deliveries when requested by the City. Mansfield Oil currently owns all fuel inventories at the City- and County-owned onsite consignment locations identified in the ITB. If FleetCor is awarded this contract, there will be no reason to transition ownership of fuel inventories at these locations since Mansfield already owns it.

For reference, Mansfield Oil's address, contact information and website are shown below.

Mansfield Oil Company of Gainesville, Georgia  
1025 Airport Parkway SW  
Gainesville, GA 30501  
Primary Contact Person: Kelly Barron, Sr. Strategic Client Relationship Manager  
Phone: 678-450-2121  
Email: [kbarron@mansfieldoil.com](mailto:kbarron@mansfieldoil.com)  
Website: [www.mansfieldoil.com](http://www.mansfieldoil.com)

Secondary or Backup Contact Person: Josh Young, Strategic Account Consultant  
Phone: (610) 952-3798  
Email: [jyoung@mansfieldoil.com](mailto:jyoung@mansfieldoil.com)

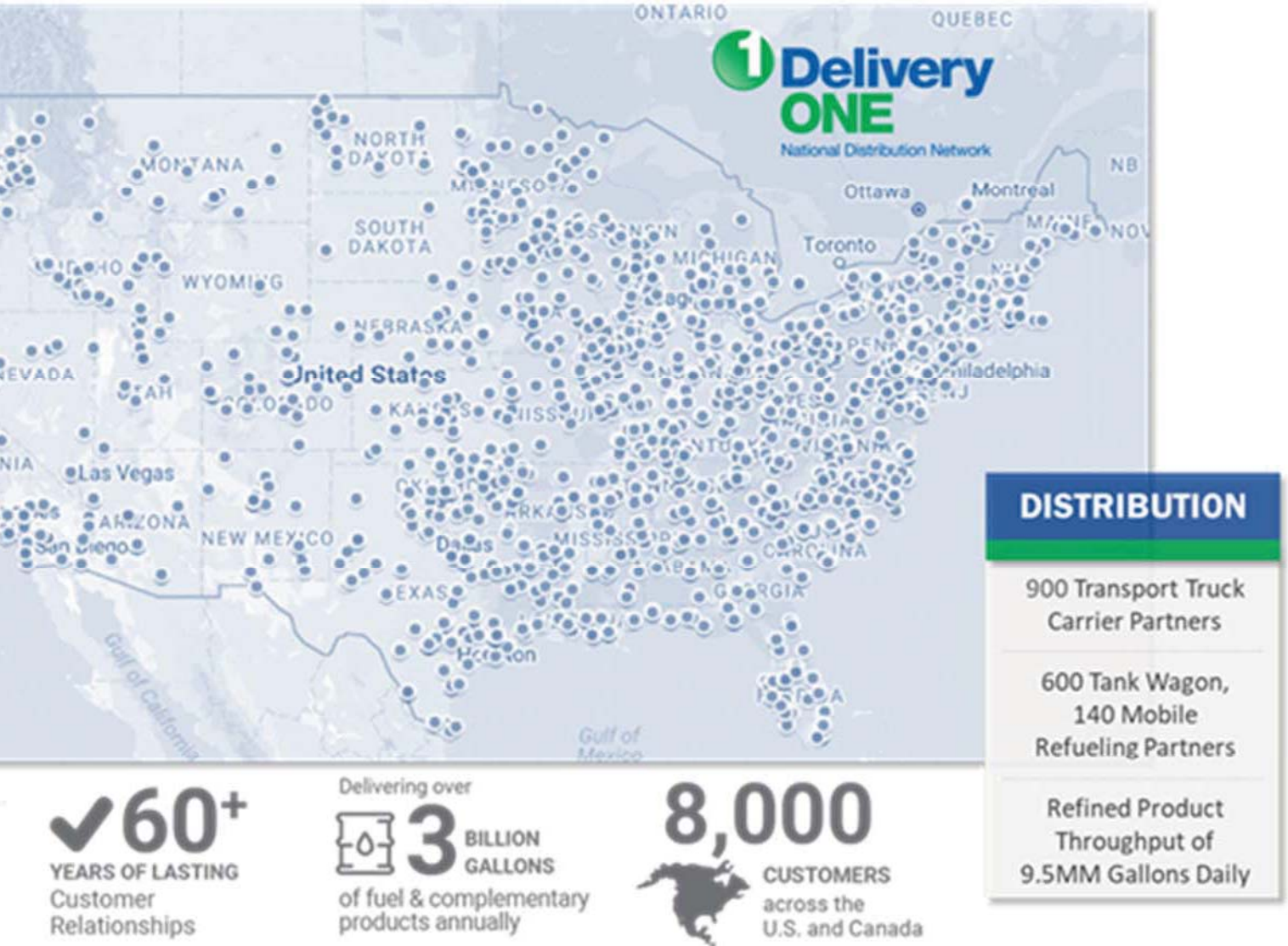
## Section 6 Required Forms

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See slide on next page for Summary of Mansfield capabilities.

See Letter behind Appendix 3 from Mansfield Oil, acknowledging their agreement to provide the mobile fueling services required in the ITB.

Mansfield Oil Supplemental Information (Delivery One)



## Section 6 Required Forms

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### **FOR MOBILE FUEL DELIVERIES (Jacobus Energy)**

To provide “Wet Hosing” (Mobile Fueling) deliveries to the City of Charlotte, FleetCor will utilize the services of Jacobus Energy, LLC who does business as Jacobus Energy Mobile Fueling (herein “Jacobus” or “Jacobus Energy”). Jacobus agrees to supply and deliver the Wet Hosing fuel supply requested in the ITB, and they have reliably provided these services to the City of Charlotte Sanitation Department under prior/current similar as our subcontractor since 2012.

For reference, Jacobus Energy’s address, primary contact person and website are shown below.

Corporate Office  
11815 West Bradley Road  
Milwaukee, WI 53224

Charlotte Office  
5530-A Hovis Road  
Charlotte, NC 28216

Primary Contact Person:  
Pat Lehman, Senior Fuel Management Consultant  
Jacobus Energy  
Cell: 336-553-8684  
Email: [plehman@jacobusenergy.com](mailto:plehman@jacobusenergy.com)  
Website: [www.jacobusenergy.com](http://www.jacobusenergy.com)

Key points about Jacobus Energy include:

- ❖ Jacobus Energy offers the experience and technology to provide fueling services that will benefit both the City of Charlotte and those you serve. Jacobus understands that reliable fueling is critical to your operations where service turnaround is measured in hours, not days.
- ❖ Jacobus Energy has a long history working with the City of Charlotte, including CATS, the Charlotte Fire Department, Solid Waste Services, Building Services, and more. As a result, they are familiar with your specific fueling needs.
- ❖ Jacobus Energy has decades of experience delivering fuel to customers when reliable fueling is a necessity. Utilities following a natural disaster, municipalities, food service companies that require uninterrupted truck refrigeration, and logistics companies all rely on Jacobus Energy.
- ❖ Jacobus Energy’s extensive geographic footprint means that we have assets in 14 states with the ability to transfer trucks and drivers to other states should the need arise.
- ❖ Jacobus has been delivering fuel for over 100 years. No other fueling company offers this level of experience, longevity, and knowledge of the industry.
- ❖ These specialized departments ensure reliable service:
  - Logistics Center - staffed around the clock to support fuel delivery drivers and ensure accurate, timely deliveries.
  - Health, Safety & Environmental team - monitors and enforces strict safety and environmental standards.
  - Supply, Wholesale and Trading Department - works closely with many different suppliers to ensure that you will receive the highest quality products (ULSD and

DEF), purchased to optimize your pricing.

- ❖ Jacobus' ground-breaking technology ensures that the City of Charlotte will receive the correct fuel, at the time that it is needed, and that invoicing will be accurate.
  - Jacobus' billing staff are trained on the process for submitting the delivery transactions to the Fuelman authorization and processing system, for effective, timely billing of mobile fuel deliveries.
  - Jacobus understands the intricacies involved with the Fuelman billing, and has the processes in place to make sure its Unit database is updated and synchronized with the Fuelman cards assigned to the Units, for proper billing of deliveries over on the Fuelman billing system.
  - Currently 99.5% of all orders are processed correctly by the end of each driver's shift. Service levels are continually monitored by the Jacobus Energy Logistics Center. No other fueling company offers this level of security and accuracy, the result of the Company's automated fueling process.
  
- ❖ **The Jacobus Energy Difference: Delivery Automation**
  - Jacobus Energy has invested in cutting edge technology to enhance and continually improve customer satisfaction.
  - **Accuracy and Fraud Prevention.** All Jacobus customer equipment is bar coded, and before fueling, a Jacobus Energy delivery driver must scan the bar code. The scanning mechanism controls a valve on the delivery truck. The valve will not open unless a bar code is scanned. Each bar code is encoded with information such as product type and tank size. The pumping mechanism on the truck will not operate if a driver attempts to deliver an incorrect product that does not correspond to the product encoded on that bar code.
    - After fuel has been delivered for a bar code, the pumping mechanism shuts off, and cannot be opened until another bar code is scanned.
    - The Jacobus Energy difference: Other fueling companies may deliver using bar code technology, but there is less control. A Jacobus Energy driver must scan a bar code for every unit fueled. Other companies can scan one bar code and continue to fuel multiple pieces of equipment afterwards, leading to inaccuracies and potential fraud.
    - Each Jacobus Energy bar code scan is stamped with a GPS and date/time stamp for additional control.
  - **Reliability.** Truck automation allows Jacobus Energy managers to track truck location, driving speed, and activities (for example, if a truck's pumping mechanism has been activated), and sends alerts and alarms to managers if there is a risk of a delayed delivery. The system increases truck safety, deters fraud and allows dispatchers to route trucks efficiently.
  - Jacobus Energy offers either paper or electronic delivery tickets for maximum customer convenience. The delivery tickets provide both a summary of fuel delivered and the detail (product and quantity) delivered to each unit.

**See Letter behind Appendix 4 from Jacobus Energy, acknowledging their agreement to provide the mobile fueling services required in the ITB.**

**QUESTION 16**

Explain how your organization ensures that personnel performing the Services are qualified and proficient.

**FleetCor Response:**

We think first and foremost it is important to note the stability of the staffing that supports the City of Charlotte/CCPA contract. The lead primary persons supporting the contract have combined years in the business over 85 years and have supported the City over prior 3 contracts with the City. This experience level, knowledge of the City's historical needs, and working knowledge with the City's accounts and onsite fueling locations provides unmatched qualifications and proficiency.

- As staff are added to help support the City's business, such as account manager support, etc., FleetCor trains the staff on the systems and tools we utilize to provide the services. We train the staff on expectations of the City's contract, which is pretty unique compared to other governments we serve.
- When more senior management level changes occur in FleetCor's organization, our Director of Bids & Contracts (Mark Roberts) effectively serves as liaison to FleetCor senior management, to make sure these business leaders understand the critical and somewhat complex nature of the services provided to the City of Charlotte.

**QUESTION 17**

Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.

**FleetCor Response:**

- See response to Question 14 for the staff assigned to support the City of Charlotte.
- See response to Question 15 for explanations of the subcontractors that will support the City of Charlotte and we have provided key points of contact at both Mansfield Oil and Jacobus Energy.

At Mansfield Oil, they have a full staff of delivery dispatch coordinators and they assign a particular person to FleetCor accounts who are familiar with the delivery requirements of our customers. This continuity of persons handling the dispatch and logistics helps make certain the City's delivery requirements and allowed delivery times and notices are being adhered to.

At Jacobus Energy, the City's Sanitation department has direct relationships with the local Charlotte Jacobus office that handles the mobile refueling deliveries for the City.

**QUESTION 19**

Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third-party security audits in the last five (5) years.

**FleetCor Response:**

FleetCor is committed to Information Security. To help define and demonstrate this commitment, behind Appendix 1, we provide the following documents:

1. *Information Security Program Overview* from FleetCor's Office of the Chief Information Security Officer (CISO).
2. *Information Security Controls Summary* from Fleetcor IT Governance/Risk/Compliance.

Accountability for all components of the security process would report to our CISO, IT Infrastructure (James Edgar), who reports ultimately to our Global Chief Information Officer (Scott DuFour).

Regarding independent audits, we do SOX review performed by EY which is included in our annual Financial Reports. For our North America bank card (Comdata) business, we undergo third party Payment Card Industry (PCI) Attestation of Compliance (AoC), SOC2 Type II audit performed by a Qualified Security Assessor Company. Our most recent 2019 audit was determined Compliant for PCI Data Security Standard (DSS) Report on Compliance (ROC). Although Fuelman is not directly in the scope for those audit reports, all policies, processes and personnel reviewed on those audits are the same used to manage and deliver Fuelman fleet card services. In 2020, our SOC2 Type II audit (planned to be published in Jan 2021), is going to officially cover all Fuelman services and processes.



## **APPENDIX 1 - To Form 6**

### **SUPPLEMENTAL INFORMATION FOR RESPONSE TO COMPANY'S BACKGROUND RESPONSE QUESTION 19**

**Information Security Program Overview**

**Information Security Controls Summar**

FLEETCOR is committed to protecting the information assets of its customers. To that end, FLEETCOR implements numerous technical and business controls to ensure all sensitive information is transmitted, processed, and stored in a manner consistent with industry best practices and all applicable regulatory requirements.

### **Protecting customer data**

FLEETCOR ensures the confidentiality, integrity and accessibility of customer data with administrative, technical and physical measures. The handling of credit card data and other confidential data meets or exceeds industry and regulatory requirements. Confidential data is stored, transmitted and processed in accordance with industry best practices, which include but are not limited to, file integrity monitoring, data encryption at rest and in motion, secure configuration management of systems, and data loss prevention controls.

FLEETCOR has implemented a layered approach to malware defense. Technical controls are implemented both at the network perimeter and at the host level. For network protection of data, FLEETCOR utilizes eMail Gateway security products to perform anti-virus scanning of email messages as well as perform anti-spam, anti-phishing and custom message filtering. FLEETCOR utilizes industry leading endpoint protection, which provides anti-virus protection, host-based firewall, intrusion prevention, data loss prevention and hard disk encryption. In addition, FLEETCOR has also deployed advanced persistent threat (APT) protection agents to all endpoints to augment the detection and elimination of new malware, ransomware and 0-day threats. Finally, FLEETCOR employs an endpoint detection and response (EDR) solution on all systems, which is monitored 24/7/365.

To further protect our customer data, FLEETCOR secures the systems and services processing that data. FLEETCOR utilizes next-gen, enterprise-class firewalls at all network ingress and egress points and DMZs, intrusion prevention systems that are monitored around the clock and a variety of other network access controls. Also, FLEETCOR has implemented web application firewalls (WAF) in front of its critical customer facing applications to provide additional protection from cyberattacks. FLEETCOR utilizes a variety of vulnerability assessment tools to perform routine scheduled scans of its internal and external networks and critical applications. Vulnerabilities are examined by FLEETCOR's IT security personnel, assigned to system owners for remediation, and tracked to ensure they have been eliminated in a timely manner. For data centers and offices, FLEETCOR employs extensive physical security controls to protect its facilities and information assets. Examples of controls that are employed include video surveillance, dedicated security staff on premises 24/7 and card readers to restrict physical access to authorized personnel – datacenters have biometrics control for physical access. All system activities, from workstations to servers and databases, are logged and automatically correlated by a SIEM tool. Last but not least, a web gateway, updated in real-time with the latest threat intelligence, monitors and controls all user Internet traffic.

FLEETCOR employs dedicated staff to prevent, detect, and investigate fraudulent transactions. FLEETCOR also works closely with the security and risk management groups of the payment card associations (Visa, MasterCard) to ensure its fraud protection practices are aligned with industry best practices.

To make sure unauthorized access does not occur, FLEETCOR employs the principle of least privilege access when granting logical access to its associates. Only personnel with a business need-to-know are authorized access to sensitive systems and files. All remote access and privileged access requires multi-factor authentication (MFA). Managers and data owners review access capabilities and rights on a quarterly basis.

### **Meeting compliance requirements**

Ensuring compliance to the many regulations and industry requirements that apply to FLEETCOR is paramount to our business and our customers. FLEETCOR utilizes independent third parties to provide validation of controls and compliance in several different areas. Examples include third-party audits for compliance with Sarbanes-Oxley regulatory requirements, PCI DSS, UK Cyber Essentials, GDPR and ISO

27001 requirements as well as third-party technical vulnerability assessments, and penetration tests to validate external and internal findings. In all cases, contractual requirements are in place to ensure third party contractors handle sensitive data with the same care used by FLEETCOR.

**Designed to adapt and scale with the industry and customer needs**

FLEETCOR takes great care to ensure its policies are comprehensive, up to date, and practical. Both internal and external auditors conduct periodic reviews to ensure that those policies and procedures meet the needs of FLEETCOR, its customers and the ever-changing regulatory environment.

FLEETCOR also undergoes periodic risk assessments, performed by both internal and external assessors, to determine if appropriate controls are in place to guarantee the security and continued operations of FLEETCOR's information processing capabilities. These assessments consider threats to both security and business continuity and ensure the latest cyber threats are accounted for and addressed.

Finally, FLEETCOR understands that people are the most critical component of an Information Security Program. As such, it fosters a culture of security awareness by providing training during initial employee orientation and through a continuing employee awareness program, so we can quickly and effectively educate and train employees on the latest security changes within the business and in the industry as a whole.

**FLEETCOR Office of the CISO**

FLEETCOR is committed to protecting the information assets of its customers. To that end, FLEETCOR implements numerous technical and business controls to ensure all sensitive information is transmitted, processed, and stored in a manner consistent with industry best practices and all applicable regulatory requirements.

### **Information Security Policies**

FLEETCOR takes great care to ensure its policies are comprehensive, up to date, and practical. Periodic reviews are performed by both internal and third-party auditors to ensure these policies and procedures meet the needs of FLEETCOR and its customers.

### **Risk Assessment**

FLEETCOR undergoes periodic risk assessments, performed by both internal and external resources, to determine if appropriate controls are in place to ensure the security and continued operations of FLEETCOR's information processing capabilities. The assessments consider threats to both security and business continuity.

### **Physical Security**

FLEETCOR employs extensive physical security controls to protect its facilities and information assets. Examples of controls that are employed include video surveillance, dedicated security staff on premises 24/7, and card readers to restrict physical access to authorized personnel.

### **Data Security**

FLEETCOR ensures the confidentiality, integrity and accessibility of customer data with administrative, technical and physical measures. The handling of credit card data and other confidential data meets or exceeds industry and regulatory requirements. Confidential data is stored, transmitted and processed in accordance with industry best practices, which include but are not limited to, file integrity monitoring, data encryption at rest and in motion, secure configuration management of systems, and data loss prevention controls.

### **Network Perimeter Protection**

FLEETCOR utilizes next-gen, enterprise-class firewalls at all network ingress and egress points and DMZs along with other network access controls. This ensures only traffic specified by FLEETCOR IT management is allowed into and out of the company's network. This access is logged and monitored to provide additional audit functionality. All firewall changes are governed by FLEETCOR's change management processes. Also, FLEETCOR has implemented web application firewalls (WAF) in front of its most critical customer facing applications to provide additional threat protection and risk reduction.

### **Malware Protection**

FLEETCOR implements a layered approach to malware defense. Technical controls are implemented both at the network perimeter and at the host level. For network protection, FLEETCOR utilizes an eMail Gateway product to perform anti-virus scanning of email messages as well as perform anti-spam and custom message filtering.

For desktop and server protection, FLEETCOR utilizes an industry leading brand anti-virus product. All systems are monitored and are maintained at the latest virus signature level. FLEETCOR's layered approach to malware not only provides multiple points of detection, it also examines potentially hostile code using two distinct signature databases. This decreases reliance on a single vendor to provide timely virus signatures. In addition, FLEETCOR has also deployed advanced persistent threat (APT) protection agents to all critical endpoints to complement the detection and elimination of new malware and 0-day threats.

### **Intrusion Detection**

FLEETCOR employs the latest IPS to monitor critical network segments to identify potentially hostile network activity. The intrusion prevention systems are monitored 24/7 and used to identify malicious activities that could pose a threat to the information assets of FLEETCOR and its customers.

### **Strong Authentication**

FLEETCOR employs the principle of least privilege when granting logical access to its associates. Only personnel with a business need-to-know are authorized access to sensitive systems and files.

**Vulnerability Management**

FLEETCOR utilizes a variety of vulnerability assessment tools to perform routine scheduled scans of its internal and external networks and critical applications. Vulnerabilities are examined by FLEETCOR's IT security personnel, assigned to system owners for remediation, and tracked to ensure they have been eliminated in a timely manner.

**Third-Party Assessments**

FLEETCOR utilizes independent third parties to provide validation of controls in several different areas. Examples include third-party audits for compliance with Sarbanes-Oxley regulatory requirements, SSAE-18 SOC1 Type II, SSAE-18 SOC2 Type II, PCI DSS, CCPA (privacy California/US), GDPR, UK Cyber Essentials, LGPD (privacy Brazil), Annex 28 (IT for financial institutions Mexico), BACEN 3909 (IT for financial institutions in Brazil) and ISO 27001 requirements as well as third-party technical vulnerability assessments, and penetration tests to validate external and internal findings. In all cases, contractual requirements are in place to ensure third-party contractors handle sensitive data with the same care used by FLEETCOR.

**Fraud Protection**

FLEETCOR employs dedicated staff to prevent, detect, and investigate fraudulent transactions. FLEETCOR also works closely with the security and risk management groups of the payment card associations (Visa, MasterCard) to ensure its fraud protection practices are aligned with industry best practices.

**Security Awareness**

FLEETCOR understands people are the most critical component of an information security program. As such, it fosters a culture of security awareness by providing training during initial employee orientation and through a continuing employee awareness program.

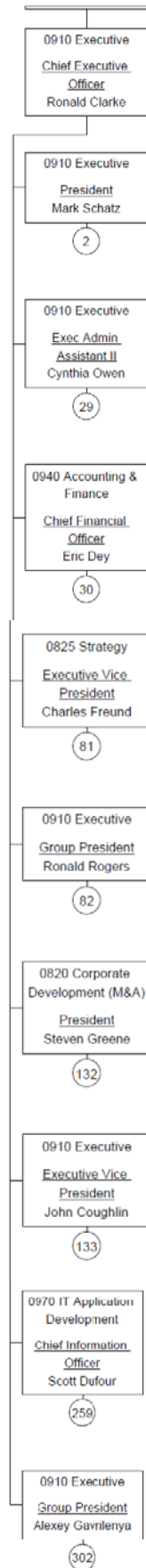
## **APPENDIX 2 - To Form 6**

### **SUPPLEMENTAL INFORMATION FOR RESPONSE TO COMPANY'S BACKGROUND RESPONSE QUESTION 13**

#### **Management Organization Charts**



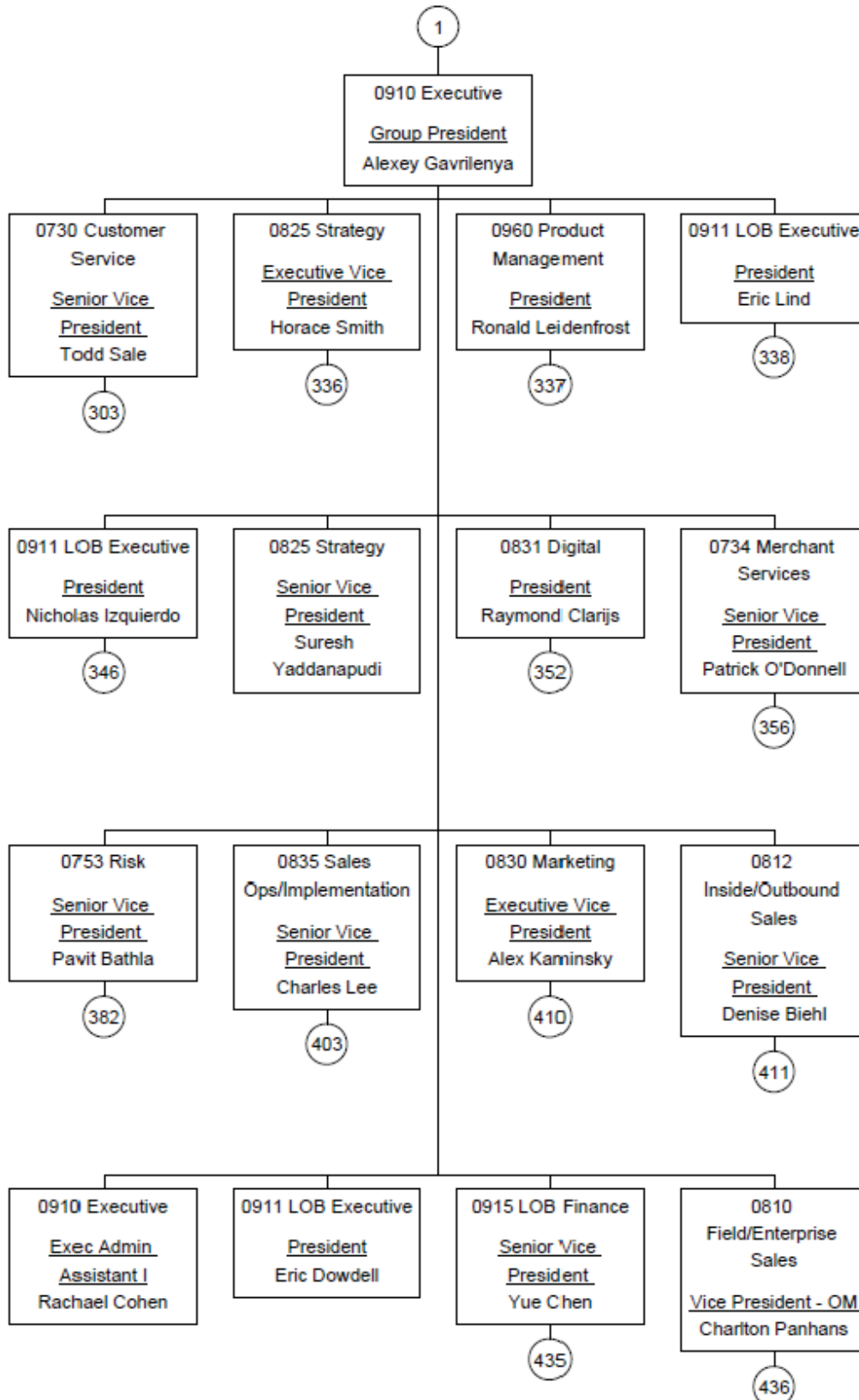
APPENDIX 2 TO REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE  
SUPPLEMENTAL INFORMATION FOR QUESTION 13 – MANAGEMENT ORGANIZATION CHART  
CHART 1 OF 9 – Executive Team (Reporting to Ron Clarke, Chief Executive Officer)





APPENDIX 2 TO REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE  
SUPPLEMENTAL INFORMATION FOR QUESTION 13 – MANAGEMENT ORGANIZATION CHART

CHART 2 OF 9 – Reporting to Alexey Gavrilnya, Group President North America Fuel (NAF)

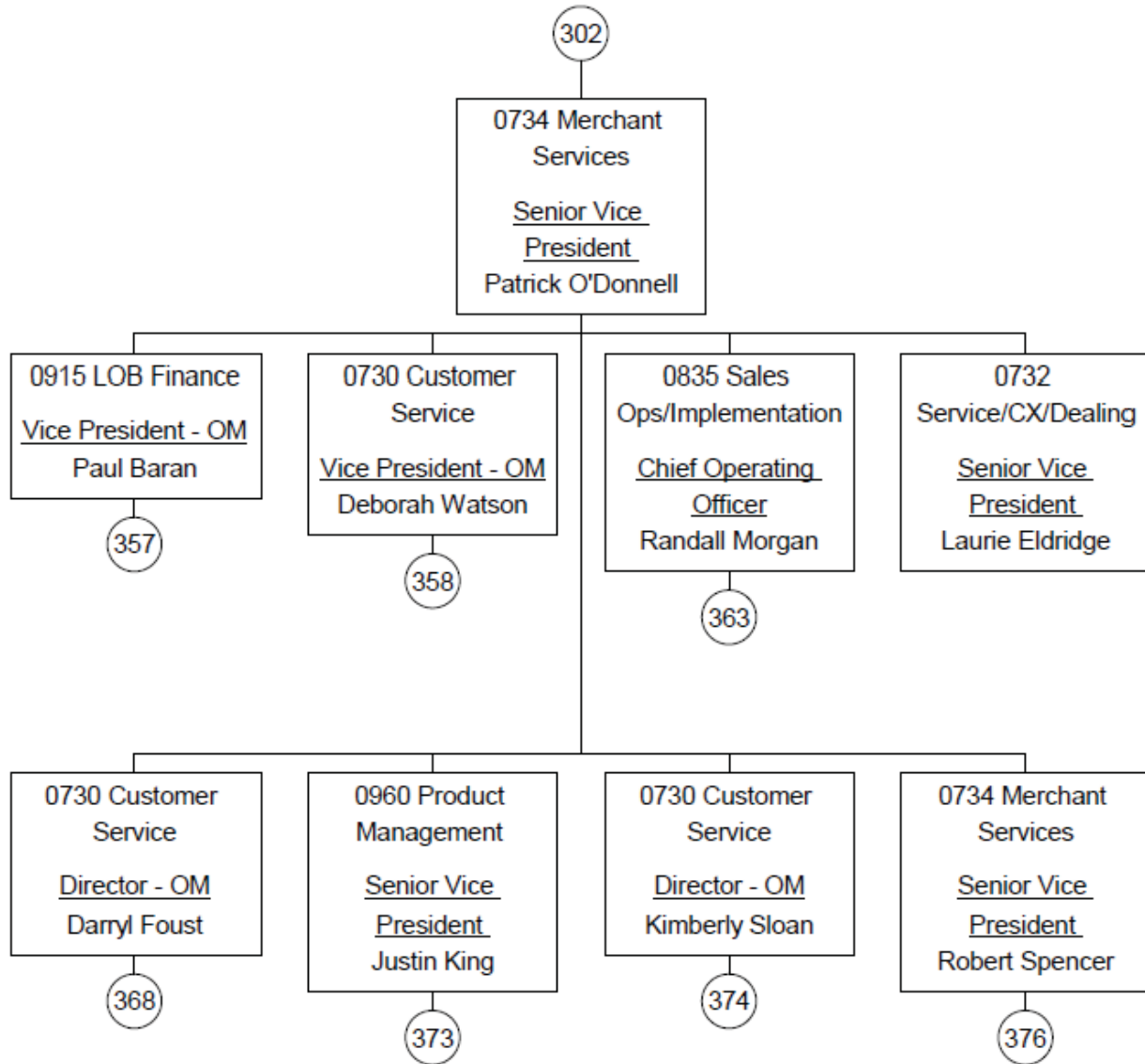






APPENDIX 2 TO REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE  
SUPPLEMENTAL INFORMATION FOR QUESTION 13 – MANAGEMENT ORGANIZATION CHART

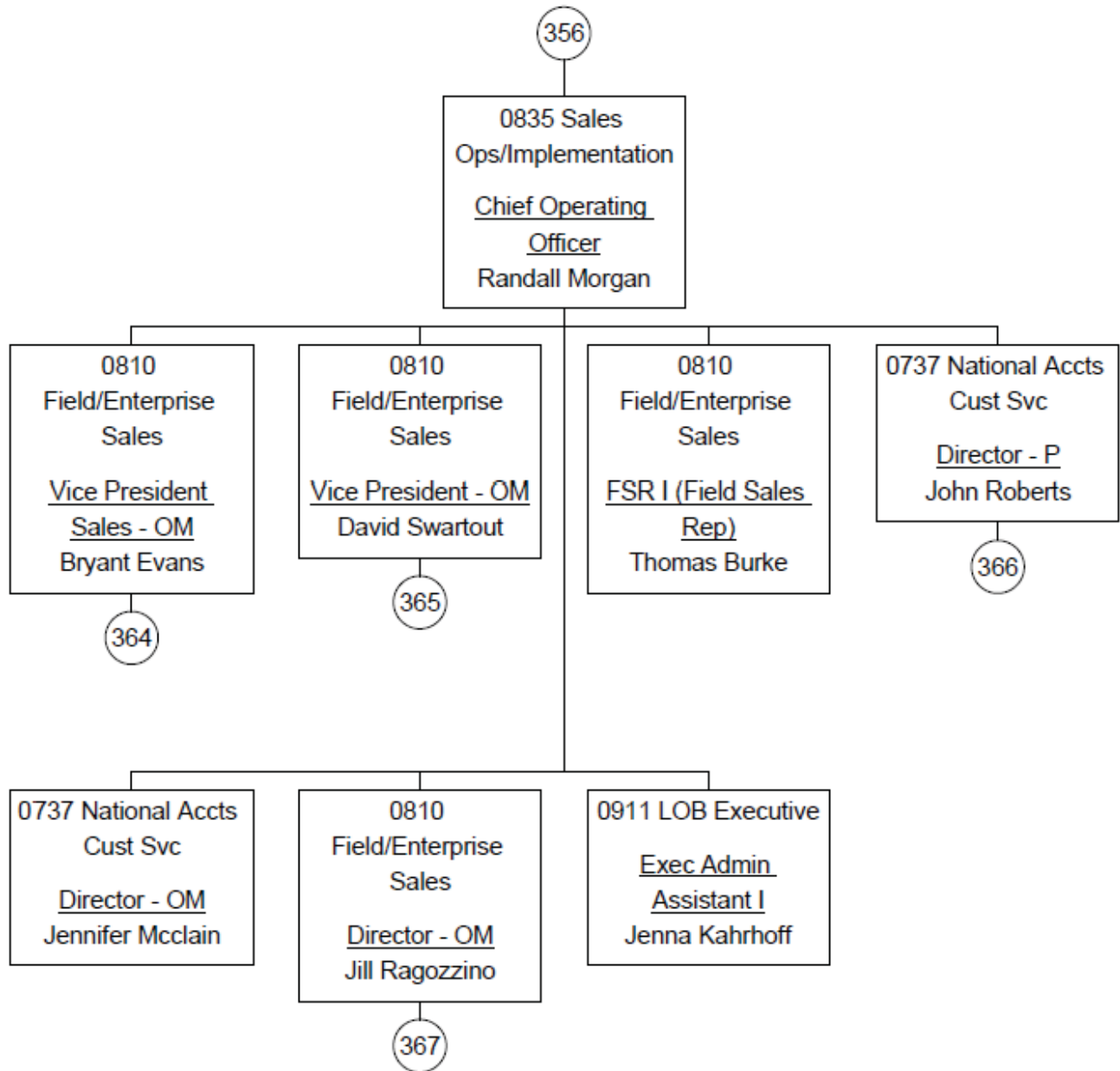
CHART 3 OF 9 – Reporting to Pat O’Donnell, Senior VP/GM Merchant Services, Enterprise Service, Implementations





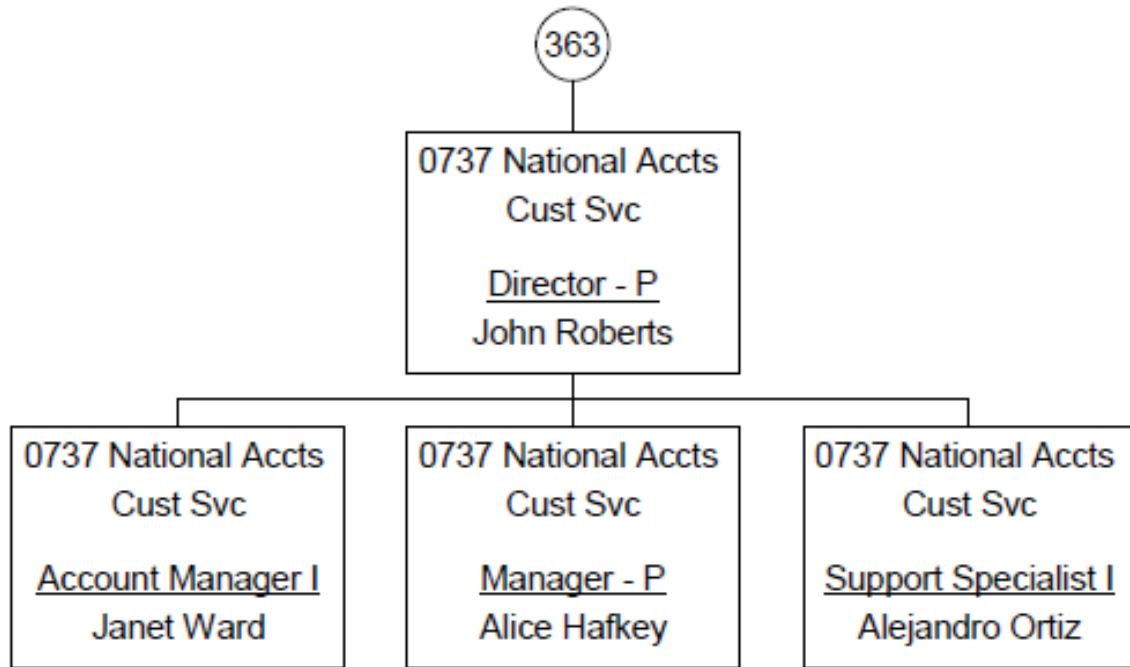
APPENDIX 2 TO REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE  
SUPPLEMENTAL INFORMATION FOR QUESTION 13 – MANAGEMENT ORGANIZATION CHART

CHART 4 OF 9 – Reporting to Randy Morgan, Chief Operating Officer (COO)  
North America Trucking (NAT), Enterprise Sales, and Account Management Organization



APPENDIX 2 TO REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE  
SUPPLEMENTAL INFORMATION FOR QUESTION 13 – MANAGEMENT ORGANIZATION CHART

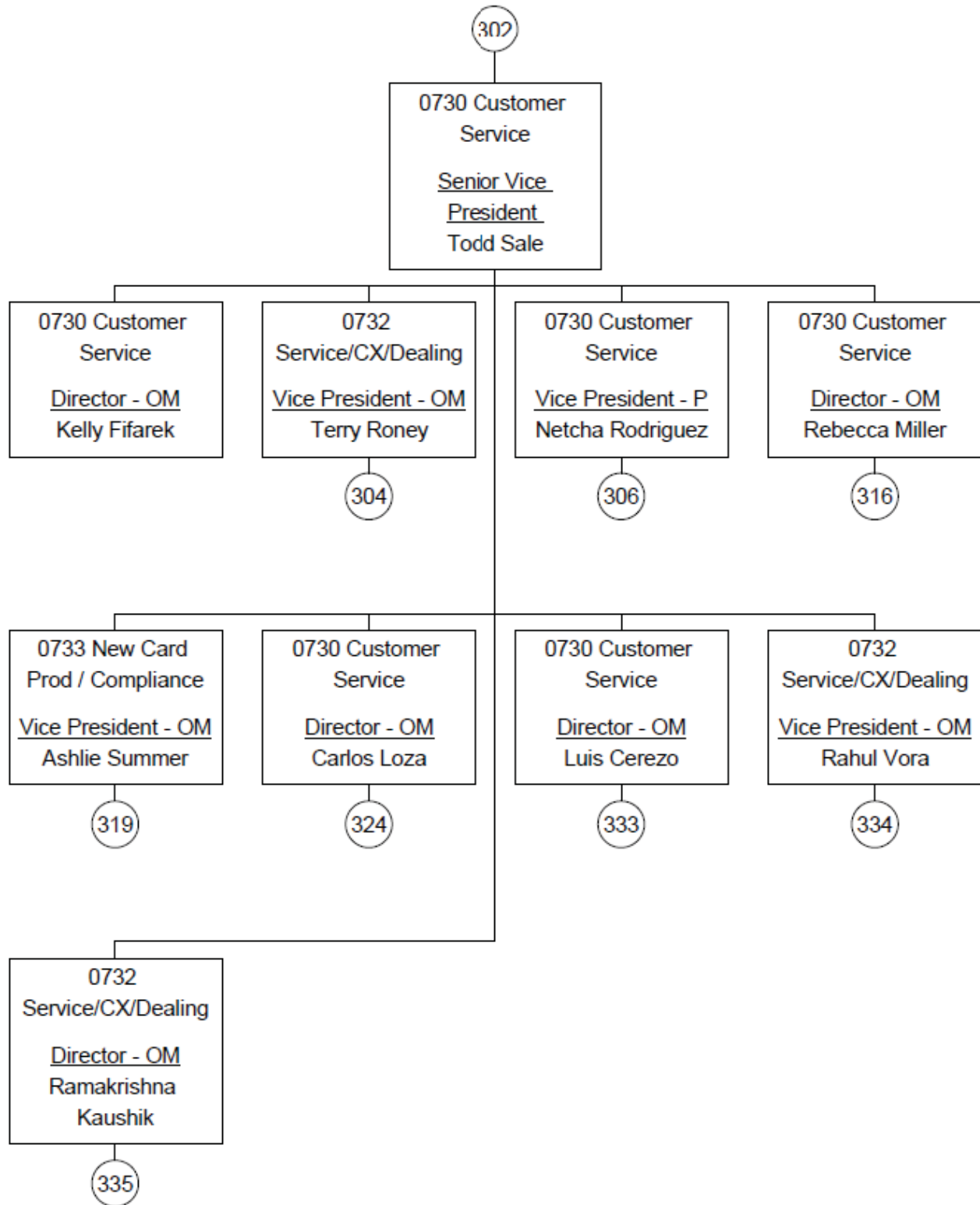
CHART 5 OF 9 – Reporting to Mark Roberts, Director of Bids & Contracts





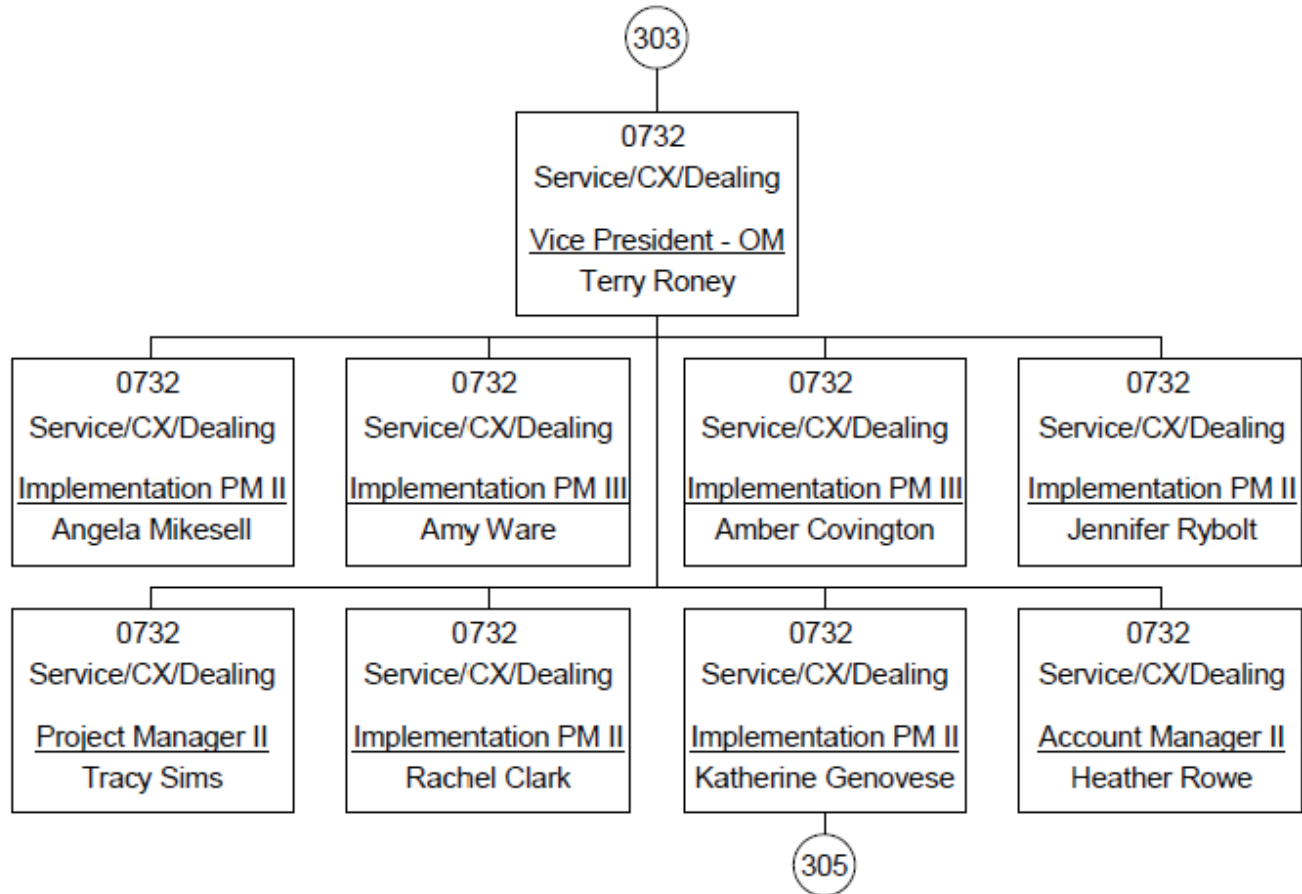
APPENDIX 2 TO REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE  
SUPPLEMENTAL INFORMATION FOR QUESTION 13 – MANAGEMENT ORGANIZATION CHART

CHART 6 OF 9 – Reporting to Todd Sale, Senior Vice President Customer Service



## APPENDIX 2 TO REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE SUPPLEMENTAL INFORMATION FOR QUESTION 13 – MANAGEMENT ORGANIZATION CHART

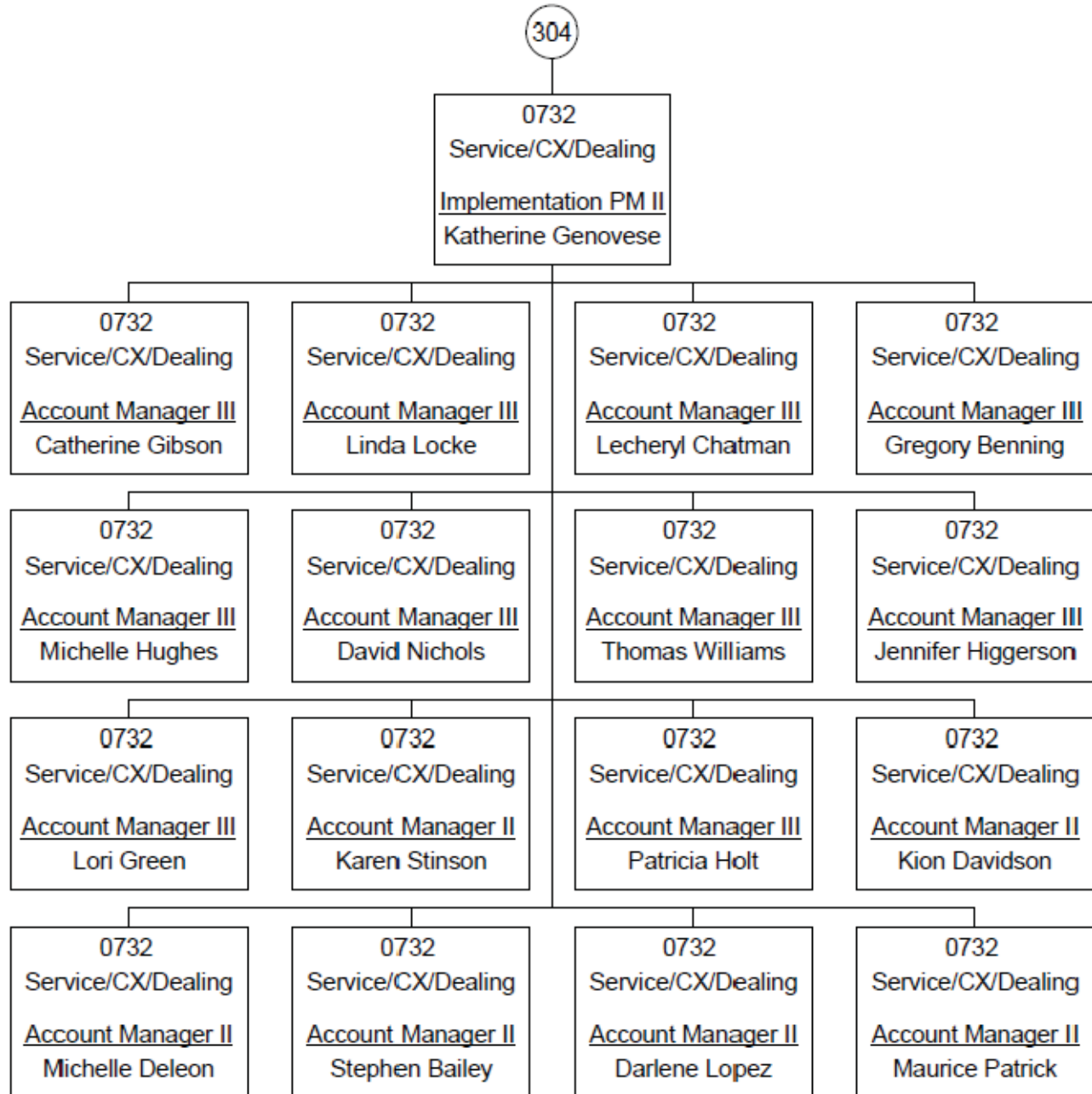
### CHART 7 OF 9 – Reporting to Terry Roney, VP Fleet Implementations and Enterprise Support





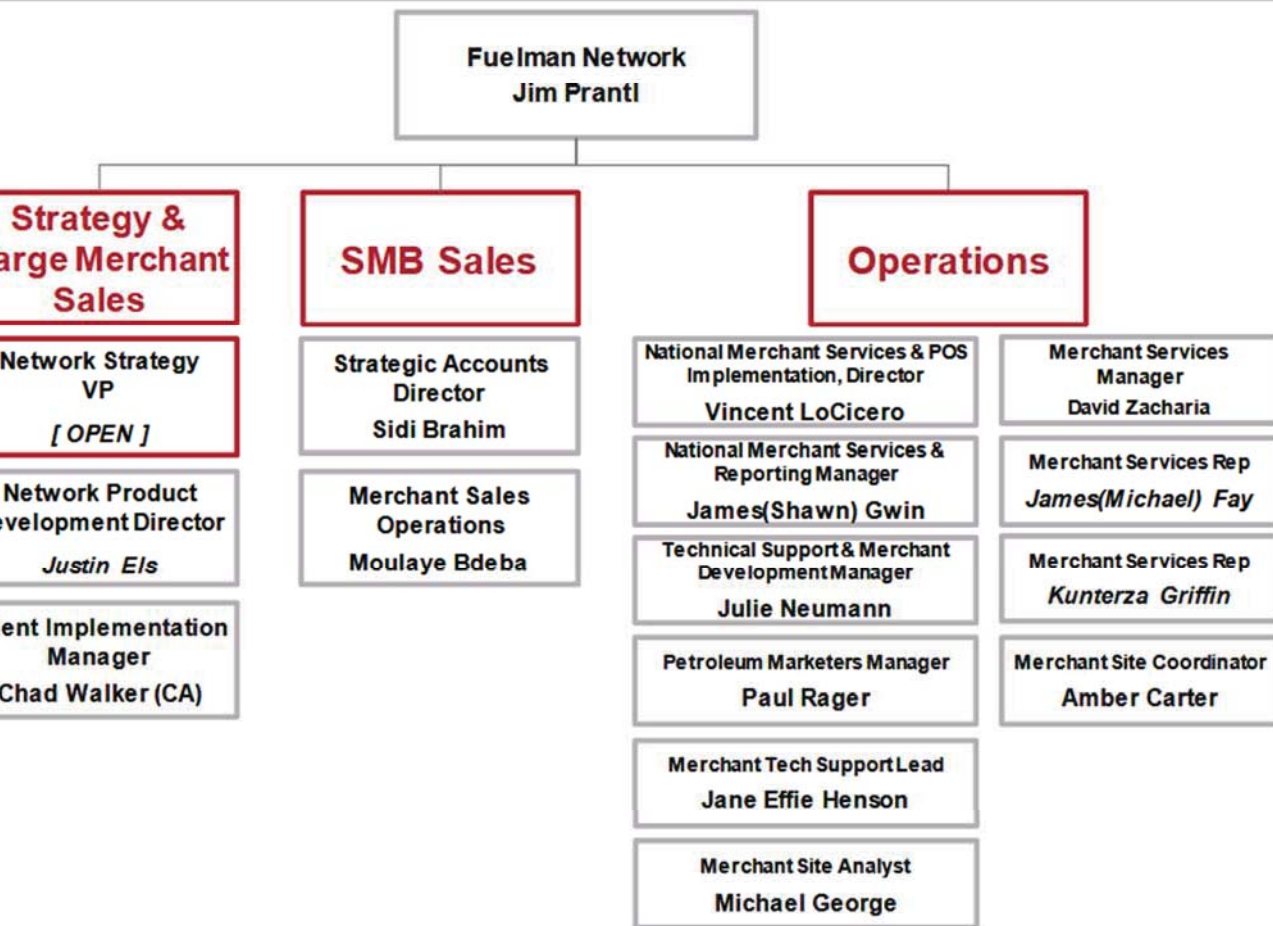
APPENDIX 2 TO REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE  
SUPPLEMENTAL INFORMATION FOR QUESTION 13 – MANAGEMENT ORGANIZATION CHART

CHART 8 OF 9 – Reporting to Katherine Genovese, Manager National Accounts



2020

Network Org Chart



**APPENDIX 3 - To Form 6**

**SUPPLEMENTAL INFORMATION FOR  
RESPONSE TO COMPANY'S BACKGROUND  
RESPONSE QUESTION 15**

**Letter from Mansfield Oil**





June 17, 2020

RE: ITB #269-2019-059 Fuel Supply Products, Fuel Cards, and Related Services

To Whom it May Concern,

I am pleased to submit for your review a proposal for providing fuel services to City of Charlotte. Mansfield has reviewed the services required in the ITB specification and agrees to provide the services required within for the duration of the contract specified by the ITB, subject to any exceptions FleetCor has noted in its bid response.

We believe this bid represents an exciting opportunity to continue innovating together. As the largest delivered fuel supplier in North America, Mansfield specializes in providing unique, value-added products and services for customers. Mansfield, the City of Charlotte, and FleetCor have worked together successfully since 2002 for consigned fuel supply and since 2011 for bulk and generator deliveries under prior similar contracts.

Mansfield has successfully provided these services for many years with FleetCor billing the consigned fuel and deliveries to the City. Mansfield remains confident in its ability to continually provide exemplary service for all consigned fuel and bulk fuel supply needs specified in the ITB. The City of Charlotte would continue to benefit from Mansfield's fuel and logistics expertise and would continue to have dedicated inventory management resources to handle deliveries to all tanks and locations

Mansfield can also assist the City of Charlotte in identifying potentially more economical methods of purchasing, thereby reducing the total cost of procurement. Mansfield's suite of products and services can be tailored to fit the City of Charlotte's unique requirements.

We look forward to continuing to serve the City of Charlotte, please let us know if you have any questions regarding our bid response.

Best Regards,

Josh Young  
Strategic Account Consultant  
Mansfield Oil Company

Kelly Barron  
Sr Strategic Customer Relationship Manager  
Mansfield Oil Company

## **APPENDIX 4 - To Form 6**

### **SUPPLEMENTAL INFORMATION FOR RESPONSE TO COMPANY'S BACKGROUND RESPONSE QUESTION 15**

**Letter from Jacobus Energy**



June 16, 2020

City of Charlotte, NC

RE: ITB #269-2019-059 Fuel Supply Products, Fuel Cards, and Related Services

To Whom It May Concern:

Jacobus Energy agrees to provide the Mobile Wet Hosing services required in the above referenced ITB, for the term of the contract, subject to any exceptions noted in the bid response by FleetCor. We are the current onsite fuel supplier to the City of Charlotte Solid Waste under the prior similar contract and have been a trusted partner since 2012. Jacobus Energy has implemented and followed all delivery requirements over this time as well.

Jacobus Energy has successfully supplied fuel over the last decade to numerous other City of Charlotte departments, including Charlotte Fire Department, CATS (Charlotte Area Transit System), and Engineering & Property Management. We are confident in our ability to meet Charlotte's onsite fueling requirements and fulfill them moving forward.

Sincerely,

Pat Lehman  
Senior Fuel Management Consultant

5530-A Hovis Road  
Charlotte, NC 28216

**Section 6**  
**Required Forms**

**REQUIRED FORM 7 – REFERENCES**

**ITB # 269-2019-059**

**FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES**

Companies shall complete the form below. The City’s preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company’s performance are adequate.

**REFERENCE 1:**

Name of Client: Tennessee Department of Transportation Main Phone: n/a

Address: 505 Dederick Street, Suite 800, James K. Polk Bldg.

Primary Contact: Lance Goad Title: Fiscal Director

Contact Phone: (615) 253-4275 Contact E-mail: lance.goad@tn.gov

Service Dates: Current contract began July 1, 2016. Fuelman card has served through multiple contracts beginning in 1995.

Summary & Scope of Project: \_\_\_\_\_

State of Tennessee Department of General Services, Statewide Contract #50167 for Fleet Card and Consignment Fuel.

Fuel card provides for the provision of gasoline, diesel, alternative fuels and minor maintenance purchases for state

vehicles, as well as consigned gasoline and diesel at 30+ TDOT and other State owned fuel sites including DPS. The

contract covers all State agencies in Tennessee and is available to political subdivisions of the State.

Annual Contract Value: \$ \_\_\_\_\_ TDOT Annual Gallons ~ 4.3 mil gals.

## Section 6 Required Forms

### REFERENCE 2:

Name of Client: State of Mississippi, Department of Finance and Administration, Bureau of Fleet Management Main Phone: n/a

Address: 1401 Wolfolk Building, Suite A, 501 North West St., Jackson, MS 39201

Primary Contact: Billy Beard Title: Director, Bureau of Fleet Management

Contact Phone: (601) 359-5171 Contact E-mail: billy.beard@dfa.ms.gov

Service Dates: Current contract began June 1, 2019. Fuelman card has served multiple contracts since late 1990's.

Summary & Scope of Project: \_\_\_\_\_

State Contract Catalog No. 8200045588 for Fuel Access Card Services. FleetCor provides for retail purchases of fuel and maintenance as well as consigned inventory services at approximately 20 state owned automated sites with card reader equipment operated by Mississippi DOT, DOC, and DPS. All State agencies utilize the contract and most all political subdivisions (cities, counties and public schools) piggyback onto the State contract.

Annual Contract Value: \$ Overall approximately 28.9 mil gallons

### REFERENCE 3:

Name of Client: Harris County, Texas Main Phone: n/a

Address: 406 Caroline #415A, Houston, TX 77002

Primary Contact: Dre DuPont Title: Director of Fleet Services

Contact Phone: (713) 274-2288 Office  
(713) 582-3552 Cell Contact E-mail: dre.dupont@us.hctx.net

Service Dates: Current contract began January 28, 2020. We have served multiple contracts since 1999.

Summary & Scope of Project: \_\_\_\_\_

Job #190136 for Fleet Fuel Cards, Monitoring & Dispensing system and Related Items for Harris County. RFP awarded January 16, 2020. Fuelman Fleet Credit Cards used for retail fuel purchases by the County.

Annual Contract Value: \$ Approximately 4.8 mil. gals annually

## Section 6 Required Forms

### REFERENCE 4:

Name of Client: State of Delaware, Office of Management and Budget Main Phone: n/a

Address: 100 Enterprise Place, Suite 4, Dover, DE 19904

Primary Contact: Dan Bent Title: Deputy Fleet Services Administrator

Contact Phone: (302) 857-4539 Contact E-mail: daniel.bent@delaware.gov

Service Dates: Current contract began 12/1/2016. We have served the State through multiple contracts since 2004.

Summary & Scope of Project: \_\_\_\_\_

Contract #GSS16157A-FUEL MGMT awarded to FleetCor on 10/20/2016, became effective 12/1/2016 and expires 11/30/2019 with two, one year renewals. Provides fuel management, retail purchases, memo transaction tracking services at DOT on-site locations. Contract is used by all state agencies and is available for use by local governments and political subdivisions of the state.

Annual Contract Value: \$ Approximately 4.2 mil gals overall

### REFERENCE 5:

Name of Client: City of Orlando, FL Main Phone: \_\_\_\_\_

Address: 400 S Orange Ave, Orlando FL 32801

Primary Contact: Joseph A. Hinely Title: Assistant Division Manager, Fleet & Facilities Management Division

Contact Phone: (407) 246-4145 Contact E-mail: joseph.hinely@cityoforlando.net

Service Dates: Fuelman Fleet Card services provided since 2010

Summary & Scope of Project: \_\_\_\_\_

Retail fuel purchases under National IPA (Omnia Partners) contract # R161501. Services provided since 2010. Use the Fuelman Fleet Card for offsite retail purchases.

Annual Contract Value: \$ City purchases approximately 1.4 mil gals annually

**REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS**

**ITB # 269-2019-059**

**FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES**

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.

**General Questions:**

1. What steps will your organization take to ensure that the transition of Services runs smoothly?
2. Prepare and submit a Project Plan to describe all times, tasks and resources associated with the performance of Services.
3. Describe the communications scheme that your organization will use to keep the City informed about the Services.
4. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?
5. Does your organization have the ability to integrate fuel information into the City's automatic vehicle locator system (Geotab)?

**FleetCor Response:**

See Additional Pages Attachment on next pages where we answer each question.

**REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS**  
**ITB # 269-2019-059**  
**ADDITIONAL PAGES ATTACHMENT**

**QUESTION 1**

1. What steps will your organization take to ensure that the transition of Services runs smoothly?

**FleetCor Response:**

FleetCor is the current Service Provider under prior similar contract, **so the following key work is already complete:**

- a. Setup of Fuelman Fleet Card Accounts and departments within accounts (hierarchy).
- b. Setup of Vehicles (vehicle numbers & descriptions) and Employees in the accounts.
- c. Setup of purchase limits (controls) for vehicles/cards.
- d. Cards and Driver IDs are Issued to the fleet and employees.
- e. Card Reader Equipment at existing consigned locations is installed and working.
- f. Fuel ownership by fuel supplier (Mansfield Oil) is in place, so ownership doesn't need to be transferred.
- g. Fuel Supplier has interfaces to Automatic Tank Gauging equipment (Veeder Root devices) at all but one City consigned fuel sites, we are working with City to re-establish VPN tunnel connectivity to Charlotte Water Tyvola Road location. Mansfield is already providing inventory management and delivery dispatch. Once connectivity to Tyvola can be confirmed, we will transition it back to consignment versus present Bulk billing with Memo Tracking setup.
- h. We have established unique Fuelman Site IDs in the system for all City locations receiving Bulk/Generator fuel deliveries supplied by Mansfield, delivered by their Carrier subcontractors. Mansfield has their own unique Site ID as well, and these are in place.
- i. The City department or location managers that handle ordering of Bulk/Generator fuel have been given Placards (made in Microsoft PowerPoint) for their locations. The placards contain instructions for ordering Bulk/Generator deliveries, with phone numbers and email addresses, and the placards have both their unique Fuelman Site ID and their Mansfield Site ID. So, when they order deliveries from Mansfield, they are able to communicate the necessary Site ID information for their specific location, which Mansfield then places on the delivery manifests and paperwork, which are eventually used for billing the deliveries.
- j. We have established process whereby Mansfield sends the Bulk/Generator delivery paperwork to FleetCor, then FleetCor enters the delivery transactions in the billing system, charged to a Fuelman Card that has been created in the appropriate Customer ID for the Department/Agency that owns or manages the Bulk/Generator location. The deliveries are entered to the appropriate Fuelman Site ID for the location. This process is established and has been working smoothly.



## Section 6 Required Forms

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- k. Jacobus Energy (formerly Quick Fuel), is already established as the Mobile Fuel Wet Hosing Vendor, so in our system they are considered a Merchant, they have a Merchant ID established, and necessary Fuelman Site IDs for the City locations where they make onsite deliveries.
- l. Jacobus Energy has all the City Solid Waste Services Department Fuelman Card numbers that they need for assigning them in their database, for processing mobile fuel delivery transactions to the Fuelman authorization and billing system. Jacobus Energy has the process in place for bar code scanning and collecting Unit number information and transmitting delivery transactions to Fuelman for billing to the applicable card numbers for the SWS fleet.
- m. Setup for proper distribution of fuel usage reporting for fleet card purchases is in place. Each City Department or Agency receives Fuelman Fleet Management Reports for each billing frequency, emailed directly to the City's fleet managers or card program administrators on each account.
- n. Special invoice reports and procedures for the City's finance department are in place for smooth invoice processing and payment. We send bi-weekly billing (custom invoice file and standard invoice statement) to appropriate email addresses ([Apcustsvs@ci.charlotte.nc.us](mailto:Apcustsvs@ci.charlotte.nc.us) and [apinvimp@charlottenc.gov](mailto:apinvimp@charlottenc.gov)).
- o. The required Daily and Weekly transaction files the City requires are established and being transmitted via email at the required frequency. They are going to [fuelreports@charlottenc.gov](mailto:fuelreports@charlottenc.gov).
- p. The required transaction file for the bi-weekly billing period (TRN85E) is established and being transmitted via email at each billing. It is going to [fuelreports@charlottenc.gov](mailto:fuelreports@charlottenc.gov).
- q. We believe that all card program administrators are aware and have the contact information for the current account manager assigned to the City of Charlotte account (Kion Davidson) and they also have the Relationship Manager (Janet Ward) contact information. So, we believe all administrators know where to go for support on their Account, Cards, and Driver IDs (PINs), and where to turn for help or additional training in using the online system. These individuals are assigned to help the City's business managers as requested.
- r. Your assigned Relationship Manager (Janet Ward) her supervisor and our contract manager (Mark Roberts) and our business manager over onsite fuel supply (Alice Hafkey) are available to key City managers who manage this contract. We are there to answer any questions, and provide any custom data or reporting requests as needed. These persons have lots of experience with Fuelman and the City, and can be very helpful to you when needed.

These key elements and processes, plus more to support the City are all done and in place and can continue "as is" on day one of the contract. With Fuelman as the City's chosen Vendor for this contract, there will be no delays to complete these tasks so pain-free implementation of the system under the new contract terms can occur immediately.

**QUESTION 2**

2. Prepare and submit a Project Plan to describe all times, tasks and resources associated with the performance of Services.

**FleetCor Response:**

See answer to Question 1. All elements of the Fuel Card Program, Fuel Supply Products and Related Services are up and running, already in place. Other than a future project to transition the City's consigned fuel locations (card readers) from Analog phone line connectivity, to Network/IP (internet) processing, there is no Project to outline. As they say, the heavy lifting work is done and already in place.

With regards to the project to transition off analog phone lines, we have started that discussion with Equipment Services, we have provided initial cost expectations (for the City and FleetCor) we will continue to move it forward if awarded the contract. Our business manager over onsite fuel program (Alice Hafkey) and our technical representative (Alex Ortiz) will work closely with appropriate City staff to move the project along at an appropriate pace.

**QUESTION 3**

3. Describe the communications scheme that your organization will use to keep the City informed about the Services.

**FleetCor Response:**

We will establish business review meetings at a rhythm that City leaders desire. The Relationship Manager (Janet Ward) will be responsible for establishing those meetings, and the City is welcome to email her or call her whenever it determines a meeting is really needed.

If the City would like us to develop a more regular (i.e. quarterly) summary level, custom report of activity and desired metrics, delivered to designated City key business managers, we urge you to connect with Janet Ward and Mark Roberts with this request. We will do what we can to provide the level of communications and reporting of the services provided at the frequency you desire.

**QUESTION 4**

4. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?

**FleetCor Response:**

We aren't aware of significant risks in performing the services we are offering to the City, however we have elected to "No Bid" supplying the Charlotte Airport (Aviation) Bulk and Consigned Fuel gallons. We do believe that element of the project does have risk, or requires

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certain integration with Charlotte Airport vendor (Menzies) whom we have no experience, and for which we have no automated technology interface to their systems or point of sale equipment. Transactions in our Fuelman system must attach to a Fuelman card number and the users at the airport cannot be issued cards. There are too many unknowns both from that technology/interface and card database management standpoint to be able to bill the transactions. There is also risk of consigned fuel inventory shortages and not being able to determine which entity to bill the shortages. Also, from a business perspective, since the ultimate billed entities for fuel consumed at the airport would be business working at the airport, whom we have no knowledge of the credit-worthiness of these companies. These companies would need credit approval, credit limits and approved billing terms by FleetCor Credit department, for accounts to be created and cards issued to receive Fuelman billing.

FleetCor's subcontractors are solid, reliable, successful companies, and have very long history in the industry. However, we are upfront that a significant portion of the services including Consigned fuel inventory supply, Bulk/Generator deliveries, and Mobile Wet Hosing deliveries, are performed by these qualified subcontractors. If something were to happen to either of these subcontractors, we would be temporarily in a bind until we found replacement subcontractors. Both companies have submitted letters to FleetCor, which we have included in our REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE. The companies have expressed their eager support and agreement to provide the services in the ITB, for the term of the contract, subject to the exceptions FleetCor has taken regarding the services they provide.

### QUESTION 5

5. Does your organization have the ability to integrate fuel information into the City's automatic vehicle locator system (Geotab)?

#### **FleetCor Response:**

FLEETCOR-issued fuel cards integrate with popular telematics, GPS, and software solutions. Fuelman Proprietary fuel cards can be integrated with a Geotab GPS. This integration can help fight fraud and identify potential fuel card misuse by matching a vehicle's location with the merchant's location at the time of a purchase.<sup>1,2,4</sup>

Integrating FLEETCOR-issued fuel card data (e.g., purchase location, date, time, as well as, gallons/liters pumped) and Geotab GPS location data allows it to be used in standard Geotab reports.<sup>2,4</sup> Additional customer reporting and custom analytics are offered by Fleet Hoster® Fuel BI® and other Geotab partners.<sup>3</sup>

In addition to the fuel card controls provided (e.g., driver ID/PIN validation, setting spending limits, and expense tracking), integrating FLEETCOR-issued fuel cards to a Geotab GPS can tighten a business's control of fuel spend by tracking and reporting fuel purchases by vehicle/card to simplify regulatory compliance (e.g., in IFTA, Lost Fuel, and Fuel Transaction reports).<sup>2,3,4</sup>

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Integrating FLEETCOR-issued fuel cards into telematics, GPS, and software solutions is a first phase in our efforts to assist customers in tightening the control they have over fuel purchases and expenses. A segment of our customers integrating with Geotab also have the ability to get fuel purchase alerts. Advancements anticipated in the next twelve months include extending these capabilities more broadly across FLEETCOR-issued fuel card brands and will focus on improving the ability of a business to manage these transactions in real time.<sup>5</sup>

#### Disclaimers, Terms and Conditions

1. The integration of a fuel card with a telematics solution cannot predict or prevent all fraudulent transactions.
2. Only when integrated with the GEOTAB telematics solution and data is available.
3. Telematics reports vary by partner.
4. Only when a qualified FLEETCOR-issued fuel card is selected.
5. Timing and deliverables subject to change.

#### Cost of the Solution

At this time, there is no cost to integrate FLEETCOR-issued fuel cards (including the Fuelman Proprietary card) to a Geotab GPS. The cost associated with this service is subject to change.

#### How to Integrate FLEETCOR-issued Fuel Cards to a Geotab GPS

##### Step 1: Business Provides FLEETCOR Permission to Share Fuel Card Data

A business must provide FLEETCOR permission to share fuel card data with Geotab. To do this, a representative from the business must sign a FLEETCOR Data Waiver Form.

##### Step 2: FLEETCOR Sets Up Data Sharing

For the Fuelman Proprietary card, once a Data Waiver Form is signed, giving FLEETCOR permission to share fuel card transaction data, Geotab securely imports this data into their system and it shows up in the “Fill-ups” section of MyGeotab.

##### Step 3: FLEETCOR Fuel Card Data Appears in “Fill-ups” Section of MyGeotab Dashboard

Use this data to manage fuel spend in Geotab fuel management reports.

**Section 6**  
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**REQUIRED FORM 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

ITB # 269-2019-059

**FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES**

The company, bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award or in some instances, criminal prosecution.


I hereby certify as stated above:

Randy Morgan

(Print Name)

Chief Operating Officer

Title

  
Signature

10.16.2020  
Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Section 6**  
**Required Forms**

**REQUIRED FORM 10 – BYRD ANTI-LOBBYING CERTIFICATION**

**ITB # 269-2019-059**

**FUEL SUPPLY PRODUCTS, FUEL CARDS, AND RELATED SERVICES**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

(the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

**Randy Morgan**

(Print Name)

Authorized Signature

Date

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

Company Name

**3280 Peachtree Road, Suite 2400**

Address

**Atlanta, GA 30305**

City/State/Zip

## Section 6 Required Forms

### REQUIRED FORM 11 – ENVIRONMENTAL PURCHASING RESPONSES

ITB # 269-2019-059

#### FUEL SUPPLY PRODUCTS, FUEL CARDS AND RELATED SERVICES

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<p><u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your bid is biodegradable.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Compostability.</u> Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your bid is compostable.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Energy Consumption.</u> Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Energy Efficiency.</u> Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy’s Federal Energy Management Program.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Water Efficiency.</u> Eligible products must meet or exceed the Environmental Protection Agency’s WaterSense program or be water-efficient or low-flow fixtures.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Low VOCs.</u></p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>

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<p>Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your Bid.</p>	
<p><u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this bid.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Pollution Prevention.</u> Please state your company’s policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>Life Cycle Management.</u> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>
<p><u>End of Life Management.</u> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	<p><b>Not Applicable to Fuel Supply/Fuel Card services provided.</b></p>



**REQUIRED FORM 12 – CCPA PLAN**

**ITB # 269-2019-059**

**FUEL SUPPLY PRODUCTS, FUEL CARDS AND RELATED SERVICES**

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte, General Services Department - City Procurement has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein "City"). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Companies should consider the potential volumes when responding to this ITB. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies will be required to register to purchase products or services through the CCPA.

More information about the CCPA can be found on the CCPA website at: [www.charlottealliance.org](http://www.charlottealliance.org).

The objective of this ITB is to utilize participation among the City, as well as various other Participating Public Agencies, to provide low cost reliable Products and Services. The Company must agree to receive orders from the City and all Participating Public Agencies and to provide all Services ordered to a specified City and Participating Public Agency address.

Companies shall include in detail how they will serve all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 385 registered Participating Public Agencies in Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia.

Please address the following:

1. Describe your company's ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.

Addendum #2, Item #17, CCPA PLAN Required Form 12

**Service Provider Question:**

How would the supplier price for other Co-ops (in-state and out of state)?

**Answer:**

The City is requesting a OPIS Rack + pricing response. For Participating Public Agencies outside of the Charlotte area, the Rack + pricing would apply to their respective Rack locations.

Addendum #2, Item #18, CCPA PLAN Required Form 12

**Service Provider Question:**

Will the awarded vendor be permitted to enter into mutually agreed upon price unique to new coop participants?

**Answer:**

See Section 1.7, Charlotte Cooperative Purchasing Alliance:

If a Participating Public Agency decides to take advantage of this option, the successful Bidder may opt to enter into a separate contract with that public entity, and must deal directly with that public entity concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City of Charlotte acts only as the entity conducting the initial procurement.

Addendum #2, Item #19, CCPA PLAN Required Form 12

**Service Provider Question:**

Will the City provide information as to the current level of participation of entities other than Charlotte and its agencies as well as the gallons purchased, number of vehicles issued fuel cards, etc. under the current contract?

**Answer:**

See Attachment 2 - Summary of CCPA Fuel Spend

**FleetCor Response:**

- **The Fuelman Proprietary Fleet Card we offer in our ITB response is accepted in all contiguous 48 states and we have card acceptance in Alaska and Hawaii as well. So, we would have the ability to establish customers to use the Fuelman fleet card program at retail stations anywhere in the U.S.**
- **FleetCor has the ability to add merchant acceptance to areas where a CCPA participant may need more site coverage to use the contract. We have experience adding locations to our network to serve government business.**
- **We have submitted an exception to requirement 3.4.1.3 saying that FleetCor reserves the right to NOT provide Bulk Fuel Supply, Consigned Fuel Supply, or Mobile Fuel Supply to Participants under the contract through CCPA. The economics of delivery and supplying bulk fuel, consigned fuel, and mobile fuel supply vary greatly by market around the U.S. and we just cannot make assurances these products with same pricing could be provided in other markets. The economics involved, the equipment and installation expenditures that might be necessary, the delivery logistics, and reliance on subcontractors for providing bulk/generator fuel supply and mobile fuel delivery are just too complex, diverse and unpredictable, therefore we must reserve the right to say “No” to providing these services.**
- **We have included two basic pricing exceptions for CCPA Participants explained below. Given the City’s Addendum #2 answers to Questions, Items #17 and #18, we believe our pricing exceptions are completely legitimate and within what is allowed. These rules have been in place with current CCPA Participants we serve under the prior similar contract.**
  - 1) **Fixed Rack Pricing. We reserve the right to not offer Fixed Rack Pricing to CCPA Participants (excluding the City and Mecklenburg County). For CCPA participants we must have ability to use the applicable supply point (Rack City) OPIS Average prices for the fueling station product type where purchase occurs.**

- **The City and CCPA Participants should recognize that the Rack Supply dynamics in areas outside of Charlotte can be quite different than in Charlotte. In certain Counties in South Carolina for example, there can be three different rack supply points for stations in a County, and OPIS rack prices can vary greatly from one supply point to another. Therefore, we must be able to not offer CCPA participants of the contract to receive “Fixed Rack Pricing”, and certainly cannot use the Charlotte Rack.**
- 2) **Never Below FleetCor’s Cost. Additionally, for any participants of the contract through CCPA (we agree for this clause to exclude the City of Charlotte), FleetCor reserves the right to never bill the Customer for any purchase at a price below FleetCor’s cost to settle with the Merchant, and in the event the Customer’s price (including all merchant taxes before exemption and all discounts) calculates to be below FleetCor’s cost to settle with the Merchant, then FleetCor’s cost shall apply.**
- **The City should recognize that given the City’s desire for this contract to be made available to CCPA participants across the U.S., due to economics in our Fuelman Network and our settlement structures with predominant merchants in certain markets, we must be able to prevent selling fuel to these CCPA participants at a price that is below our settlement cost with the merchants. Recognize also that even if the Never Below FleetCor’s Cost rule overrides the cost plus pricing, FleetCor would earn no revenue on the transaction, we would essentially be selling the fuel at our cost of settlement to the merchant.**
2. Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.

**FleetCor Response:**

- **FleetCor operates the Fuelman Fleet Card program directly and sells it directly to clients in virtually every market in the United States. The company does not rely on a dealer or distributor network. The company went through an acquisition phase in the early and mid-2000’s, consolidating a former Fuelman Licensee network into direct operated markets by FleetCor.**
- **FleetCor has developed a multi-channel sales approach, constantly applying best practices to our sales and marketing programs. We employ hundreds of sales personnel marketing our fleet card programs nationwide. Our approach includes teams and expertise in:**
  - **Field Sales**
  - **Telesales**
  - **Outbound Sales**
  - **National Account Sales**
  - **Direct Mail**

## Section 6 Required Forms

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- And a dedicated team to support our online marketing and sales programs.

**We will train the appropriate teams on the benefits of the CCPA contract and provide them the tools to knowledgably pitch the program.**

3. How will you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

**FleetCor Response:**

- **As incumbent bidder, FleetCor has experience in monitoring the activity and reporting the spend by users of the contract to the City for auditing purposes.**
  - **In our system we have the ability to assign a unique number and name we call a Master Group ID and Name. So, for each account signed up under the CCPA program we assign them to the Master Group ID/Name for CCPA. This enables us to query our system and database to extract the activity for reporting purposes.**
  - **We have established processes whereby customers signed up under the program are reported to our contract manager. Accounts are properly flagged and assigned to the contract, and proper pricing applied as accounts are added by the sales staff.**
  - **We have a person on our staff that is trained and assigned to the task of pulling the transaction activity and preparing reporting submitted to CCPA (Genetta Carothers) each quarter. Once Genetta approves the reporting, she processes payment to the City for the Admin Fees.**

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:

1. Will your company allow the City to utilize their organization's logo on the CCPA website?

**FleetCor Response:**

**Yes, we would need to figure out exactly to what extent.**

2. Will your company be willing to advertise the CCPA logo and website on your organization's website?

**FleetCor Response:**

**Yes**

3. How do you plan to market the Contract(s) to other Participating Public Agencies?

**FleetCor Response:**

Due to the complex decision making process of governments and non-profit organizations, we have found that our Field Sales organization is the most effective channel to market the CCPA Program. While we will continue to provide training on the Program to all lines of sales, our primary focus for marketing the CCPA Program will continue to be our Field Sales organization. Our Field

## **Section 6**

### **Required Forms**

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Sellers work in local markets, and have the most success securing face to face appointments with Participating Agencies. Our growing Field Sales organization currently employs 43 Field Sellers that are scattered throughout the continental US.

In addition, to further aid the growth of the CCPA Program, FleetCor will appoint Scott Maddox as the designated Sales Liaison. Scott is our East Coast Region Sales Manager who has field sales reps reporting to him from the mid-Atlantic through North and South Carolina. He will work with Mark Roberts and FleetCor administrators of the Program to gain a better understanding of how FleetCor can better engage with Governments or Agencies to encourage greater participation. He will work with Mark Roberts to provide an additional layer of support and sales encouragement for purchasing agents or administrators at CCPA Participants utilizing the contract, or considering the contract. Located in Charlotte, NC, Scott has been with FleetCor for over 10 years and has a vast knowledge of both the CCPA Program and FleetCor.

Typically, after our Sellers have an initial meeting with a prospective account, the government prospects want to compare what they have paid under similar retail fuel card program to what they would have paid under the City of Charlotte/CCPA program pricing. FleetCor works to provide these types of pricing comparisons or studies upon request, which are often critical to closing the sale or getting firm decision from decision makers.

When possible, any leads generated from the CCPA website or the FleetCor Fuelman website will be contacted by our Field Sales organization. If logistically Field Sales cannot engage with the prospect, FleetCor's Outbound Sales organization will contact the prospect over the phone.

**N. Required Form 13 – REQUIREMENTS MATRIX.**

As we were advised to do on the Pre-Bid Conference Call, we have completed the Requirements Matrix Excel Worksheet and saved a copy of it on the USB Zip Drive submitted with our response.

**D. BIDDER (FLEETCOR) TERMS AND CONDITIONS**

**Pages in this section contain FleetCor's General Terms and Conditions for Use of Fleet Cards and a copy of Fraud Liability Waiver Terms and Conditions that would apply to the optional Fraud Protector Program.**

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## **D – 1 FLEETCOR'S GENERAL TERMS & CONDITIONS FOR USE OF FLEET CARDS.**

As provided for in ITB specification 4.1.4, FleetCor hereby introduces certain general terms and conditions for use of fleet cards provided under this ITB and subsequent contract. In this section we refer to ourselves as “Fuelman” which shall be the same as “FleetCor”. In this section we refer to the City (or CCPA Participant) as “Customer”.

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

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

**1.1.2 Fuelman's Liability.** In the event of an unauthorized Transaction occurs, Fuelman assumes full responsibility for said unauthorized Transaction if the Customer has complied with the responsibilities set forth in paragraphs 1.1.3 and 1.1.4. Fuelman will immediately suspend or terminate the use of a Card if the Customer notifies Fuelman of the fact that it is either: a) a lost or stolen card; or b) it is a card that the Customer has identified being used for non-Customer use purchases (i.e. suspected fraudulent transactions) in accordance with 1.1.4.

**1.1.3 Customer's Responsibility.** It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which the Customer is fully responsible for payment, until the Customer has notified Fuelman of a lost or stolen card, or a card suspected to have been used for non-Customer use purposes in accordance with the terms of 1.1.4. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

**1.1.4 Lost or Stolen Cards.** The Customer shall report all lost or stolen Cards, or Cards that the Customer has identified as being used for non-Customer purposes, to Fuelman immediately via phone call or email to Fuelman's Customer Service Department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by the Customer at the time of the report. The Customer shall be liable for all Transactions made by the Card only until midnight of the day that Fuelman receives the Customer's notice that the Card is lost, stolen or is suspected of being abused for non-Customer purposes. Notice includes, but is not limited to, contact with Fuelman via email, facsimile, or a phone call to Fuelman Customer Service. After normal operating hours for Fuelman Customer Service, and on weekends and holidays, the Customer must provide notice by calling the Fuelman 24 Hour Helpdesk (1-800-877-9013). The Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.



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

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

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

**1.1.8 Claims.** All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

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

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

**1.2.2 Administration of Cards.** Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See sections 1.1.3 and 1.1.4 for more information regarding Customer responsibilities.

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

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

**1.2.5 Suspension of Account.** Fuelman, at its sole discretion, may suspend or terminate the use of an Account at any time for any reason, including, but not limited to, inactivity, unusual activity, change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

**1.3 Limitation of Liability.**

THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**1.4 Force Majeure.**

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

**D – 2 EXCEPTION OTHER - ADDENDUM TO CARD PROGRAM TERMS AND CONDITIONS THAT SHALL BE APPLICABLE FOR RECEIVING THE OPTIONAL FRAUD PROTECTOR PROGRAM.**

FleetCor has offered an optional program we refer to as Fraud Protector. Should the City or CCPA Participants opt into this optional program, the Addendum to Card Program Terms and Conditions on next pages shall apply, subject to any modifications that might occur in contract negotiations with the City.

## ADDENDUM TO CARD PROGRAM TERMS AND CONDITIONS

### Fraud Liability Waiver Program Terms and Conditions (“*Waiver Terms and Conditions*”)

This Addendum dated 00/00/00 (“Addendum”) is made and entered into by and between FleetCor Technologies Operating Company LLC (“FleetCor” or “We”) and \_\_\_\_\_ (“Customer” or “You”) and constitutes an addendum to that certain Name of Current Agreement (“Card Program Terms and Conditions”) between FleetCor and Customer.

1. **PARTICIPATION IN PROGRAM.** Your fleet Card program (“*Card Program*”) pursuant to the Card Program Terms and Conditions offers an optional fraud protection service (as described herein, the “*Fraud Liability Waiver Program*” or the “*Program*”) that includes a waiver of liability for unauthorized Card transactions or Account activity (any Card transaction or Account activity, a “*Transaction*” and any unauthorized Transaction covered by the Program (as described herein) a “*Covered Transaction*”) in each case in accordance with the guidelines and limitations described in these Waiver Terms and Conditions. In exchange for your participation in the Fraud Liability Waiver Program, we will charge you a monthly participation fee based on the annual coverage amount and billing option chosen in Section 2 below. The program and annual coverage limit will cover all account codes created on your Account. You may opt out of the Program at any time, but only Covered Transactions occurring while you are actively enrolled in the Program are eligible for waiver under the Program. Once you have opted out of the Program, the Card Program Terms and Conditions, and not these Waiver Terms and Conditions, will apply in regard to suspected or actual fraudulent activity. These Waiver Terms and Conditions supplement, and serve as an addendum to, the Card Program Terms and Conditions, and the Card Program Terms and Conditions will continue to govern your use of the Card Program. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the applicable Card Program Terms and Conditions. You may access your Card Program Terms and Conditions at any time online or by calling our customer service department (“*Customer Service*”) or your account manager.
2. **ANNUAL COVERAGE AMOUNT; PROGRAM PRICING; BILLING OPTIONS**
  - a. **Annual Coverage Election:**
    - \$649 / month for \$25,000 in annual coverage
    - \$799 / month for \$50,000 in annual coverage
    - \$999 / month for \$100,000 in annual coverage
    - \$1,299 / month for \$150,000 in annual coverage
  - b. **Billing Option Election:**
    - Bill monthly fee to the following account code: \_\_\_\_\_
    - Split monthly fees equally across all active accounts codes on the Account
3. **GUIDELINES AND LIMITATIONS.**
  - a. **Card Fraud.** In the event that a compromise of one or more of your Cards or Card credentials results in Covered Transactions, we will waive your liability for up to \$10,000 per compromised Card, subject to a maximum per Account per year based on the annual coverage amount chosen in Section 2 and other limitations described herein.
  - b. **Lost or Stolen Cards.** We will waive your liability for Covered Transactions on a lost or stolen Card occurring during the seventy-two (72) hour period immediately prior to our receipt of notification from you (in accordance with your Card Program Terms and Conditions) that the Card was lost or stolen, subject to the waiver limitation of \$10,000 per compromised Card and a maximum waiver per Account per year elected in Section 2.
  - c. **Limitations.** Foreign Transactions, Transactions effected without authorization by us, and Transactions generating a fraud protection alert (“**Fraud Protection Alert**”) where you fail to respond to such Fraud Protection Alert within twenty four (24) hours (as discussed in Section 5 below) shall not be eligible for waiver under the Fraud Liability Waiver Program. The following Transactions are not eligible for liability waiver hereunder: (i) Transactions involving theft or misuse of any kind by any of your employees, (ii) fraudulent Transactions resulting from your (or your employees’) negligence, and (iii) fraudulent Transactions resulting from a security breach (including malware) of your systems.
4. **BLOCKING CARDS / NOTIFICATION.** In the event a Card is reported as lost, stolen, or having fraudulent activity, it is your responsibility to either (i) immediately block, using your online Account portal, any affected Card, or (ii) contact Customer Service to initiate the block or otherwise make requested changes to your Account.
5. **FRAUD PROTECTION ALERTS.** The Fraud Liability Waiver Program operates in conjunction with the Fraud Protection Alert services provided to you as a result of your enrollment in the Card Program. Fraud Protection Alerts notifying you of potentially suspicious Transactions will continue to be sent via email to the email address provided by you at the time of your application or such updated email address as you may provide to us from time to time via your online Account portal. The Fraud Protection Alerts provide Transaction details reasonably sufficient for you to initiate your investigation of the suspicious activity. It is your responsibility to provide to us (and maintain) a current email address for receipt of Fraud Protection Alerts. **You must respond to us twenty four (24) hours after receiving any Fraud Protection Alert from us regarding potentially suspicious or compromised Transaction activity. Your failure to respond to any such Fraud Protection Alert within twenty four (24) hours (i) will serve as your acknowledgement to us that the Transaction(s) in question was/were not**

**fraudulent and (ii) releases us from any liability originating from such Transaction(s).** If we fail to send you a Fraud Protection Alert in response to fraudulent activity occurring using your Account, then we will waive your liability for such fraudulent Transactions to the extent of the applicable Program limitations.

6. **ACCOUNT CREDIT.** When you submit a dispute for waiver of fraud liability, you will receive a credit for Covered Transaction, subject to the limitations set forth in Section 3 above and investigation by Card Program provider. Once we credit your Account, we succeed to, and you hereby assign and transfer to us any rights and claims (excluding personal injury or property damage claims) that you have, had or may have against any third party for an amount equal to the amount credited to the Account. After such credit, you agree that without our consent you will not pursue any claim against or reimbursement from such third party for the amount that we credited to the Account, and that you will cooperate with us if we decide to pursue the third party for the amount credited.
7. **YOUR RESPONSIBILITIES.** To be eligible for the Program benefits, you must be in compliance with the Card Program Terms and Conditions and the following:
  - a. **Security Controls.** You acknowledge that you have an obligation to set adequate security controls for limiting Card exposure, including without limitation configuring all Cards to limit the acceptance and transaction amounts by restricting Card authorization to: specific merchant category codes (MCCs), maximum transaction dollar or gallon amounts (as applicable), and maximum number of transactions in a given time period (certain days of the week, and times of day). Cards should be configured to prompt for a valid driver or vehicle identification number (ID) and odometer at fueling locations prior to turning on the pump. While merchants may limit the amount of fuel dispensed per transaction, fuel pumps typically do not automatically shut off at a Card's transaction dollar limit. Upon Customer's request, we will establish standard parameter controls as a means of assisting Customer in limiting purchase abuse and fraud. While Operator attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all transactions on the Account ("Charges") regardless of whether such Charges are within or outside the parameters established for each Card, except to the extent such Charges are Covered Transactions under this Fraud Liability Waiver Program. We reserve the right to change the security controls on any Card or profile without prior notification or warning to ensure controls are in line with historical usage, and further we reserve the right to remove you from the Program upon ten (10) days' notice for failure to maintain adequate security controls.
  - b. **Driver IDs / Terminated Employees.** You are responsible for ensuring that only authorized employees have access to the Cards associated with your Account. Transactions by Cards associated with terminated employees or compromised vehicle driver identification are not eligible for waivers under the Fraud Liability Waiver Program. It is your responsibility to either (i) immediately block, using your online Account portal, any Card associated with a terminated employee or a compromised driver identification, or (ii) contact Customer Service by telephone to block any Card associated with a terminated employee or a compromised driver identification.
  - c. **Dispute Submittals.** You acknowledge that your general obligations with respect to the dispute process are set forth in the Card Program Terms and Conditions. In the event you suspect that a Transaction listed on a billing statement is fraudulent, you must dispute such Transaction within sixty (60) days of the date of the billing statement; Transactions not timely disputed will not be eligible for waiver under the Program. Should you timely dispute a suspected fraudulent Transaction, we will open a case and inform you whether the dispute is eligible for waiver under the Program. In the course of reviewing such dispute, we may request additional information from you to make our determination. If you fail to timely provide the information requested by us, the related Transaction(s) will be ineligible for waiver under the Program.
8. **REMOVAL FROM PROGRAM.** We reserve the right to remove you from the Program for any reason, including your failure to set adequate security controls for limiting Card exposure.
9. **PROGRAM REVIEW.** We reserve the right, in our sole discretion, to change or cancel the Program at any time. Program changes will take effect upon 30 days' prior written notice to you.

**ACCEPTED AND AGREED:**

**CUSTOMER:**

**FleetCor Technologies Operating Company LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

# **APPENDIX 1**

## **SAMPLE REPORTS**

**Including:**

The Standard Reports provided at each billing frequency:

**Sample Invoice / Statement (FN01)**

**Sample Billing Invoice Detail Report (Custom Report sent to  
City AP Department at each Billing)**

**Sample Fleet Management Report (FN02)**

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Optional Reports Available to the City:

**Sample Monthly Vehicle Management Report (FN04)**  
with Embedded Excel File Illustration

**Sample Monthly Employee Management Report (FN03)**

**Sample Customer Fleet Analysis Report (FN14)**

**Sample Monthly Tax Management Report (FN07)**

**Sample Exceptions Transaction Download from iFleet**

## Invoice/Statement (FN01) – Narrative Description

### Invoice/Statement (FN01)

(Summary of Consolidated Activity, All Accounts in the Bill Group)

The standard system generated invoice provided at each billing cycle for each bill group account.

The report is delivered via Email. Print/Mail Delivery is available upon request.

The current Charges Amount(s) on the invoice tie to the Fleet Management Reports for all customer IDs associated with the invoiced bill group account.

When multiple customer IDs are assigned to a bill group, then the invoice/statement will display the current charges for each customer ID on the bill group account.

The sample attached provides call outs of other key items on the invoice/statement

# Statement (FN01)

Invoice/Statement provided with each Billing



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

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

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

Add the specific sites your drivers need to the Fuelman network. Submit site addresses (name, brand, street, state, zip code and if possible, phone number) to Fuelmansiterequest@fleetcor.com. Thank you!

CHARGES

Account	Gallons	Amount Due
Payment - Thank You		\$25,689.91 CR
FUELMAN COUNTY 310	2,542.465	\$6,808.34
FUELMAN COUNTY 381	216.627	\$599.39
FUELMAN COUNTY 520	\$27.670	\$2,226.27
FUELMAN COUNTY 370	1,767.966	\$5,608.02
FUELMAN COUNTY 315	775.741	\$2,079.14
FUELMAN COUNTY 140	19.552	\$52.22
FUELMAN COUNTY 260	76.868	\$229.09
FUELMAN COUNTY 291	36.425	\$151.30
FUELMAN COUNTY 340	90.860	\$258.23
FUELMAN COUNTY 720	63.500	\$175.29
FUELMAN COUNTY 110	78.463	\$210.79
FUELMAN COUNTY 111	22.366	\$59.18

Statement Balance	Payment Activity	New Charges and Adjustments	Total Balance
389.71	\$25,689.91 CR	\$19,861.84	\$43,561.64

ACCOUNT WITH PAYMENT

Account # BG1 [REDACTED]

FUELMAN COUNTY  
PO BOX 12348  
GAS CITY NC 21234

REMIT TO:

FUELMAN  
P.O. BOX 105080  
ATLANTA GA 30348-5080

00145677100043561648

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

This section shows:

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

This section shows:

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

Tear Away Remittance Advice

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

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

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

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

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

FUELMAN COUNTY  
PO BOX 12348  
GAS CITY NC 21234

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

DESCRIPTION OF CURRENT ACTIVITIES  
Purchases and Charges for: 12/29/2011 - 1/1/2012

Date	Description	Gallons	Amount Due
01/02/2012	Fleet # 145301 Name: FUELMAN COUNTY 311	265.272	\$712.75
01/02/2012	Fleet # 145302 Name: FUELMAN COUNTY 960	13.110	\$35.08
01/02/2012	Fleet # 145303 Name: FUELMAN COUNTY 359	113.106	\$304.63
01/02/2012	Fleet # 189123 Name: FUELMAN COUNTY 521	12.428	\$33.51
01/02/2012	Fleet # 233145 Name: FUELMAN COUNTY 328	79.076	\$211.57
01/02/2012	Fleet # 233146 Name: FUELMAN COUNTY 330	13.390	\$36.10
01/02/2012	Fleet # 643211 Name: FUELMAN COUNTY 150	8.007	\$25.77
01/02/2012	Fleet # 971222 Name: FUELMAN COUNTY 152	5.350	\$19.15
01/02/2012	Fleet # 196652 Name: FUELMAN COUNTY 230	8.187	\$26.02

CURRENT PERIOD TOTALS FOR ALL FLEETS      7,057.029      \$19,861.84



## Bi-Weekly Billing Report (Emailed to City Accounts Payable)

or creates a custom Bi-Weekly export and billing Excel  
the City.

Excel file includes the following columns: Fund, Account,  
Tax, Total Amount, Account Number (Fuelman  
mer/Fleet ID), Account Name (Customer Name in Fuelman  
n).

Total Amounts for Each Customer ID in the Report tie back  
Fleet Management Reports being sent to each City  
ment/Agency for the Bi-Weekly billing period.

Sample of the Bi-Weekly Billing File on next page

# Custom Billing Excel File for the City

by FleetCor Billing Department with Invoice/Statement



B	C	D	E	F	G	H	I	J	K
COUNT	CENTER	TOTAL_TAX	TOTALS	TOTAL	TOTAL_AMT	VOLUME_DISCOUNT	SUBTOTAL	ACCOUNT_NUMBER	ACCOUNT_NAME
32510	44663	24.60			2502.93	0.00	2502.93	144727	Whitehall Associates
32510	44663	437.23			65696.16	0.00	65696.16	144743	City / Charlotte Police
32510	82930	18.23			1460.11	0.00	1460.11	144846	City/Charlotte Vanpool/Equipment
32510	60120	1.98			338.14	0.00	338.14	153777	City/Charlotte Meter Reading
32510	30317	0.00			0.57	0.00	0.57	154399	City/ Charlotte MW Transportation
32510	90056	16.48			1021.88	0.00	1021.88	166268	City/ Chlt Neighborhood 90056
32510	31045	0.13			23.22	0.00	23.22	199537	City / Charlotte Information Tec
32510	61400	95.19			1316.96	0.00	1316.96	199546	MCDOWELL CREEK
32510	60500	0.23			39.49	0.00	39.49	199548	CITY/CHARLOTTE CMUD-WT ADMIN
32510	81141	0.11			18.40	0.00	18.40	199549	C/CHLT CATS Corridor3
32510	81041	0.07			12.62	0.00	12.62	199560	C/CHLT CATS Corridor2
32510	50500	6.03			1042.60	0.00	1042.60	199562	City / Charlotte Building Maintenance
32510	51200	1.82			305.22	0.00	305.22	199628	City / Charlotte Engineering
32510	52200	1.43			269.70	0.00	269.70	199642	CITY/CHARLOTTE TRANS ROW
32510	60200	8.52			1454.73	0.00	1454.73	199651	Charlotte Meck Utility Dept
32510	50505	0.16			24.91	0.00	24.91	199654	City / Charlotte Bldg. Maint. CMGC
32510	51400	0.60			100.15	0.00	100.15	199681	City / Charlotte Special Service
32510	52200	0.77			131.54	0.00	131.54	199683	CITY/CHLT CMUD-INSTRUMENT&CONT
32510	67101	0.51			86.64	0.00	86.64	199688	City / Charlotte Stormwater
32510	52200	6.66			1139.21	0.00	1139.21	199695	City / Charlotte Traffic Operation
32510	52200	0.32			54.94	0.00	54.94	199714	City / Charlotte Trans Planning
32510	52200	9.31			538.50	0.00	538.50	199718	City / Charlotte Trans. Elect. Sys.
32510	60120	17.21			2951.53	0.00	2951.53	199732	Charlotte Meck Utility Dept
32510	52200	0.17			29.58	0.00	29.58	199744	C/C Transportation Park It
32510	62300	0.97			206.85	0.00	206.85	199816	CITY/CHLT Sugar Creek
32510	62200	0.84			191.41	0.00	191.41	199817	EMD Maintenance
32510	52025	4.03			343.63	0.00	343.63	199823	City / Charlotte Contract Monitor
32510	31046	16.30			276.75	0.00	276.75	199825	City / Charlotte Info. Tech, Radio
32510	60100	0.51			89.86	0.00	89.86	199827	City / Charlotte Utility Dept
32510	51340	0.30			52.38	0.00	52.38	199832	City/Chlt St Maint Asphalt
32510	61600	0.33			58.55	0.00	58.55	199834	City/Charlotte Utility Dept
32510	51350	0.09			15.57	0.00	15.57	199836	City / Chlt St Maint 4000
32510	60400	0.79			135.35	0.00	135.35	199838	CHARLOTTE MECK UTILITY 60400
32510	60700	0.87			152.77	0.00	152.77	199844	Charlotte Meck Utility Dept
32510	80430	0.84			140.73	0.00	140.73	199903	City / Charlotte Transp Spec
32510	52200	0.10			16.15	0.00	16.15	199919	City / Charlotte Trans Engineer
32510	50800	1.12			191.31	0.00	191.31	199923	City Charlotte SWS OH
32510	50512	0.29			51.66	0.00	51.66	199938	City/Charlotte Bldg. Maint. CMGC
32510	62100	8.90			245.04	0.00	245.04	199939	City/Chlt Lab Srvs Div
32510	62900	0.08			14.30	0.00	14.30	199955	CMUD Wastewater Treatment Mallard
32510	80030	5.41			910.81	0.00	910.81	200009	C/CHLT CATS BOD
32510	52200	0.22			37.13	0.00	37.13	221995	City/Charlotte Trans. Pub. Service
32510	62410	0.09			14.65	0.00	14.65	229667	Irwin Creek

## Management Report (FN02) – NARRATIVE DESCRIPTION

### Fleet Management Report (FN02)

(Current Billing Cycle Activity - Supports the Invoice / Statement)

The standard report provided at each billing cycle for each account.

The report combines fuel and any automotive related non-fuel (maintenance) transactions into a single report. For customers with on-site fueling operations utilizing Fuelman automation the on-site and off-site transactions are combined into a single report with amounts that appear on the invoice/statement.

The report is delivered via Email. Print/Mail Delivery is available upon request.

Each page FleetCor provides a PowerPoint slide showing a sample Fleet Management Report (FN02). A few attributes of the report are identified on the slide.

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

Customer Name and Address

Reporting Period (Dates covered by the Report)

Vehicle Number and Vehicle Description.

Vehicle Name.

Start time of fueling.

End time of fueling.

Brand / Product Purchased

Starting meter reading.

Cost per Gallon per vehicle.

Current fuel price per gal., taxes per Gal., and extended price.

Fuel consumption for the period (gallons & dollars), subtotaled by Vehicle, Sub-department, and Department.

Miles and Average MPG for the period, subtotaled by Vehicle.


Transactions Flagged (with Exceptions Legend).

Transactions are organized by Department and Sub-Department with Sub-totals at Department Breaks. Any vehicles not assigned to a department are placed at the front of the report.

A Departmental Summary Table is shown at front of the report allowing report user to quickly review the expenditures to the various departments under the account.

Summary Totals by Product are shown at the front of the report in a summary table.

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



**Fuelman**

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

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

**FLEET MANAGEMENT REPORT**

**Account #** BG68478

**FLEET #** 196519

**Name:** FUELMAN-SALES DEPT

**MATCHING STATEMENT #** NP32886117

**Page:** 1 of 12

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

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

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

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

**DEPARTMENTAL SUMMARIES**

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

**EXCEPTION CODES:**

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

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

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

The Departmental Summaries Table shows summary totals by Department including:

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

# Management Report (FN02)

## Transaction Details w/ Level 3 Data



FLEET MANAGEMENT REPORT											
Account # [REDACTED]											
FLEET # 123456											
Name: CITY OF FUELMAN SAMPLE											
MATCHING STATEMENT # NP11656206											
Page: 4 of 70											
DATE	TIME	SITE	DRIVER	ODOMETER	MPG	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
<b>7119408570 - 2008 Ford Crown Vic (continued)</b>											
12/09	15:01	904074	Burke John	86488	0.0	UNL	9.378	2.75420	.13290	\$27.08	11
				Miles:	483	13.9	34.840			\$100.60	
<b>7119408571 - 2008 Ford Crown Vic</b>											
12/06	07:49	904211	Potts B	104255	13.3	UNL	13.655	2.75420	0.13290	\$39.42	
12/06	15:40	680239	Potts B	104397	13.0	UNL	10.900	2.75420	0.13290	\$31.46	
12/07	13:31	904211	Potts B	104528	11.1	UNL	11.749	2.75420	0.13290	\$33.92	
12/08	11:09	904211	Smith L	0	0.0	UNL	8.892	2.75420	0.13290	\$25.68	11
12/09	11:18	412476	Potts B	104719	0.0	UNL	7.938	2.75420	0.13290	\$22.92	
				Miles:	645	12.0	53.134			\$153.40	
<b>Non-Fuel Transactions</b>											
12/05	08:21	941829	Potts B	104122						\$28.50	
						Tire Auto Repair				\$28.50	
						Sub Total:				\$28.50	
				Vehicle Total:						\$181.90	
<b>7119408667 - 2008 Ford Crown Vic</b>											
12/06	11:58	873887	Glover Jason	124403	14.5	UNL	9.718	2.75420	0.13290	\$28.06	
12/08	11:36	419819	Thompson D	124461	9.6	UNL	6.058	2.75420	0.13290	\$17.48	
12/09	14:40	873887	Glover Jason	124523	6.7	UNL	9.287	2.75420	0.13290	\$26.82	
				Miles:	261	10.3	25.063			\$72.36	
<b>7119408756 - 2008 Ford Crown Vic</b>											
12/06	13:41	941907	West Fred	70306	11.7	UNL	9.430	2.75420	0.13290	\$27.23	
12/08	13:54	941911	West Fred	70469	14.4	UNL	11.310	2.75420	0.13290	\$32.66	
				Miles:	273	13.1	20.740			\$59.89	
<b>SubDepartment: 100</b>											
						UNL	1770.760			\$5,115.76	
						FUEL Totals -	1770.760			\$5,115.76	
						NON-FUEL Totals -				\$171.89	
						SubDept Totals -	1770.760			\$5,287.65	
<b>Department: 8-MCSAP</b>											
						UNL	1770.760			\$5,115.76	
						FUEL Totals -	1770.760			\$5,115.76	
						NON-FUEL Totals -				\$171.89	
						Department Totals -	1770.760			\$5,287.65	
<b>SITE LEGEND</b>											
SITE #	SITE NAME	ADDRESS	CITY	STATE							
189786	Dt Pure-little B's Service	315 E Commerce St	Aberdeen	MS							
409368	Super 98 Truck Stop	5484 Plaza Dr	Tyertown	MS							
412476	Hwy 84 Chevron	40 Cowart Ln Sw	Brookhaven	MS							
419819	Bovina Truck Sto	401 Tiffentown R	Vicksburg	MS							
680239	B-kwik #112	23 E Lincoln Rd Ne	Brookhaven	MS							
873887	Fair Oil Co #2	63 Hwy 12 E	Kosciusko	MS							
904211	Kangaroo 3445	574 Hwy 61 N	Vicksburg	MS							
941829	Pure Country	10166 Lorraine Rd	Gulfport	MS							
941907	Slayden Travel Center	2710 Highway 72	Lamar	MS							
941911	Gas 4 Less	14912 Hwy 16 W	De Kalb	MS							
683147	Fast Break Starkville	1201 Hwy 82 W	Starkville	MS							

Exception Code

Total Amount  
Taxes Per Gal  
Net Price Per Gal

Quantity (Gallons)  
Fuel Type

The report provides Sub-Department and Department Totals

A Site Legend is printed at end of each Department providing complete details of each Site ID used

# Fleet Management Report (FN02)

## (Customer Example)



on 1st page shows Memo transaction totals  
dollars billed for memo transaction fees.

Report flags memo transactions with code 70. Only the  
Memo Fee per gallon is reported and billed to Customer.

### FLEET MANAGEMENT REPORT

Account # [REDACTED]  
 FLEET # 2XXXX  
 Name: CITY OF FUELMAN  
 MATCHING STATEMENT # NP2469XXX  
 Page: 1 of 44

### FLEET MANAGEMENT REPORT

Account # [REDACTED]  
 FLEET # 2XXXX  
 Name: CITY OF FUELMAN  
 MATCHING STATEMENT # NP2469XXX  
 Page: 41 of 44

FOR 12/6/2010 - 12/12/2010  
 IS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

BASE PRICE	FED TAX	ST TAX	OTH TAX	OTH CHARGES	TOTAL
\$18,735.28	\$20.89	\$0.00	\$0.00		\$18,756.17
\$12,250.85	\$12.71	\$0.00	\$0.00		\$12,263.56
<b>\$30,986.13</b>	<b>\$33.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$150.19</b>	<b>\$31,169.92</b>

BASE PRICE	FED TAX	ST TAX	OTH TAX	TOTAL
\$50.47	\$0.00	\$0.00	\$0.00	\$50.47
\$99.72	\$0.00	\$0.00	\$0.00	\$99.72
<b>\$150.19</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$150.19</b>

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

visible evidence of dye.

QTY	BASE PRICE	FED TAXES	STATE TAXES	LOCAL TAXES	MAINT/OTH (Non-Fuel)	EXTENDED TOTAL	EXCEPT COUNT
19,115.642	31,136.32	33.60	0.00	0.00	0.00	31,169.92	408

hasing this fuel type.  
 transaction limit.  
 ence.  
 t site

DATE	TIME	SITE	DRIVER	ODOMETER	MPG	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**
<b>F1436 - F1436</b>											
12/06	12:48	942777	MILLMAN, D	0	0.0	UDSL*	74.060	2,79620	0.00290	\$207.30	11
				Miles:	----		74.060			\$207.30	
<b>F1441 - F1441</b>											
12/08	09:28	942794	RASH, JOSE	10	0.0	UDSL*	41.421	2,79620	0.00290	\$115.94	43
				Miles:	----		41.421			\$115.94	
<b>F1444 - F1444</b>											
12/09	15:40	942768	OLLIVER, B	1430	0.0	UDSL*	11.661	2,79620	0.00290	\$32.64	
				Miles:	----		11.661			\$32.64	
<b>F1457 - F1457</b>											
12/08	14:10	969875	DAVIS, MIC	1	0.0	UNL	11.660	2,59500	0.00290	\$30.29	
				Miles:	----		11.660			\$30.29	
<b>F1460 - F1460</b>											
12/07	13:10	943473	GLASCO, AN	43159	0.0	UNL	2.000	2,59500	0.00290	\$5.19	
				Miles:	----		2.000			\$5.19	
<b>F1462 - F1462</b>											
12/08	12:37	969877	ELLIOTT, T	85858	11.9	UNL	24.200	2,59500	0.00290	\$62.87	
				Miles:	288	11.9	24.200			\$62.87	
<b>F1463 - F1463</b>											
12/09	08:44	969877	FRANKLIN,	1	0.0	UNL	8.210	2,59500	0.00290	\$21.33	
				Miles:	----		8.210			\$21.33	
<b>F1465 - F1465</b>											
12/12	10:44	969875	DAVIS, MIC	1	0.0	UNL	10.890	2,59500	0.00290	\$28.29	
				Miles:	----		10.890			\$28.29	
<b>F1469 - F1469</b>											
12/10	07:45	888098	LONG, STEV	0	0.0	UNL	2.679	2,59500	0.00290	\$6.96	11
				Miles:	----		2.679			\$6.96	
<b>F1470 - F1470</b>											
12/08	10:52	865169	COLLINS, D	0	0.0	UNL	3.000	0.02000	0.00000	\$0.06	70
				Miles:	----		3.000			\$0.06	
<b>KEROSENE - KEROSENE ONLY 3427</b>											
12/08	08:00	943473	JONES, ALL	705	0.0	UDSL*	17.268	2,79620	0.00290	\$48.33	
				Miles:	----		17.268			\$48.33	
<b>SMYRNA RES - SMYRNA REST AREA</b>											
12/08	07:47	171441	DANIELS, J	0	0.0	UNL	21.360	2,59500	0.00290	\$55.49	10, 11
12/08	08:13	171441	DANIELS, J	0	0.0	UDSL*	54.001	2,79620	0.00290	\$151.15	10, 11
				Miles:	----		75.361			\$206.64	
Department: DOT							UNL	9741.326		\$18,806.64	
							UDSL*	4386.106		\$12,263.56	
							B20	4988.210		\$99.72	
Department Totals -							19115.642			\$31,169.92	

### SITE LEGEND

SITE #	SITE NAME	ADDRESS	CITY	STATE
171441	Shore Stop #269	313 N Dupont Blvd	Smyrna	DE
172105	Del Dot Newark	39 East Regal Blvd	Newark	DE
178395	Pep-up #18	107 E Dupont Hwy	Millsboro	DE
194125	College Ave Shell #415	1005 S College Ave	Newark	DE
675411	Shore Stop #270	25776 Deep Branch Rd	Milton	DE
675413	Shore Stop #250	522 W Stein Hwy	Seaford	DE
676266	Shore Stop #288	Rt 13s & Rd 286 (Kilian's Pon	Felton	DE
676455	Appleby Shell	299 Christiana Rd	New Castle	DE
677194	Area 6, Harrington	129 Jackson Ditch Rd	Harrington	DE
678188	Maryland Avenue Sunoco	1950 Maryland Ave	Wilmington	DE
682651	Talleyville Shell	3932 Concord Pike	Wilmington	DE

## Monthly Vehicle Management Report (FN04)

(Report includes Embedded Excel File)

### Optional Report.

This report is often used as the Monthly Summary for Weekly or Bi-Weekly Billed customers desiring a monthly report.

The report includes an Embedded Excel Transaction File downloadable directly from the pdf.

Reports are delivered via Web (authorized Login) or via Email.

This report is designed much like Fuelman's standard Fleet Management Report (FN02) over the billing cycle. The report information that is enhanced or different from the standard report includes:

**Cost Per Mile (CPM) for each transaction and CPM for the vehicle for the report period.**

**Count of Transactions for the Vehicle.**

**Consumption for the report period (gallons & dollars) with the Average Price Per Gallon by vehicle.**

**Embedded Excel Transaction File which opens in true Microsoft Excel.**

**Embedded Excel Report File** – Most all Fuelman Optional reports have an Embedded Excel File which contains all transactions contained in the report. By clicking on the Excel logo at top left corner of the report users can open the Excel file. Column headings in the file match the report

# Management Report (FN04) Embedded Excel File



Vehicle Management Report includes an embedded Excel File for easy access to the reported transactions for additional study and management of transaction data. Most Fuelman Optional reports include this feature.

Icon on top left corner of first page opens the embedded Excel File.

Embedded Excel file

VEHICLE MANAGEMENT REPORT  
 Account # BG68478  
 FLEET # 196519  
 Name: FUELMAN-SALES DEPT  
 Page 1 of 20

- The embedded Excel file opens, all columns in the Adobe report are in the Excel file.
- The Exceptions column and legend allows for easy study, sorting & management of exceptions transactions.



PERIOD	FEDERAL	STATE	OTHER	TOTAL
09/01/2009	\$48.13	\$24.70	\$07.13	\$80.96
11/17/06	\$9.79	\$97.42	\$41.04	\$1,348.69
\$71.77	\$35.44	\$14.90	\$9.32	\$211.51
\$60.41	\$35.76	\$45.03	\$10.00	\$250.99
\$7,011.73	\$44.12	\$712.92	\$134.29	\$4,507.06

BASE PRICE	FED TAXES	STATE TAXES	LOCAL TAXES	MANUFOTR (Non-Fuel)	EXTENDED TOTAL	EXCEPT COUNT
757.62	68.90	63.23	9	0.00	910.79	0
705.54	62.22	75.74	0	0.00	843.50	1
1,277.30	114.80	103.20	0	0.00	1,495.30	0
163.04	13.24	23.17	7	0.00	200.00	0
104.90	9.49	14.21	0	0.00	120.70	0
200.09	18.13	27.32	0	0.00	245.53	2
649.29	72.62	64.12	0	0.00	786.13	0
604.47	61.76	60.73	45	0.00	851.49	0
22.20	2.04	3.66	0	0.00	28.90	0
243.05	21.18	30.19	0	0.00	400.22	3
143.97	12.21	13.65	0	0.00	169.83	1
652.45	56.17	49.71	17	0.00	777.04	3
351.33	32.69	29.69	0	0.00	413.91	2
227.40	18.73	16.42	19	0.00	263.46	0
193.25	16.54	17.22	0	0.00	226.99	0
272.23	25.18	24.64	19	0.00	341.15	1
200.29	24.14	23.79	10	0.00	326.02	0

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10:29:00 AM

FLEET #	DEPT NAME	SUB-DEPT	VEHICLE #	VEHICLE DESCRIPTION	DATE	TIME	SITE	EMPLOYEE	ODDR	MPG	COST/MI	PROD DOT	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**	
196519	Ha Department	Ha Sub-Department	DENMAN	2004 DODGE STRATUS	09/03/09	16:14	68630 DENMAN,ER	9248	0.0	UNL	12,920	2,395	4,379	\$12.78		\$57.27		
196519	Ha Department	Ha Sub-Department	DENMAN	2004 DODGE STRATUS	09/09/09	9:12	62069 DENMAN,ER	92913	19.4	0.12	UNL	12,160	2,621	4,379	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	DENMAN	2004 DODGE STRATUS	09/13/09	16:09	62069 DENMAN,ER	9497	22.4	0.11	UNL	14,000	2,818	4,379	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	DENMAN	2004 DODGE STRATUS	09/15/09	7:27	62069 DENMAN,ER	65399	0.0	UNL	12,990	2,624	4,379	\$12.78		\$57.27		
196519	Ha Department	Ha Sub-Department	DENMAN	2004 DODGE STRATUS	09/17/09	17:11	62069 DENMAN,ER	64442	20.8	0.12	UNL	12,170	2,624	4,379	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	DENMAN	2004 DODGE STRATUS	09/21/09	11:02	68630 DENMAN,ER	66715	19.4	0.12	UNL	12,920	1,936	4,379	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	DENMAN	2004 DODGE STRATUS	09/24/09	10:23	92444 DENMAN,ER	67970	27.1	0.09	UNL	12,780	2,927	4,379	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	DENMAN	2004 DODGE STRATUS	09/26/09	12:55	62063 DENMAN,ER	94415	0.0	UNL	14,350	1,936	4,379	\$12.78		\$57.27		
196519	Ha Department	Ha Sub-Department	EDDINS	07 TOYOTA RUNNER	09/02/09	14:41	92324 EDDINS,LY	59141	15.0	0.17	UNL	21,620	2,659	4,474	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	EDDINS	07 TOYOTA RUNNER	09/03/09	9:49	92340 EDDINS,LY	59960	14.1	0.16	UNL	14,750	2,659	4,474	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	EDDINS	07 TOYOTA RUNNER	09/03/09	13:03	92359 EDDINS,LY	59401	17.7	0.14	UNL	22,180	2,659	4,474	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	EDDINS	07 TOYOTA RUNNER	09/18/09	11:53	92324 EDDINS,LY	59952	17.2	0.16	UNL	20,370	2,642	4,474	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	EDDINS	07 TOYOTA RUNNER	09/24/09	10:27	92324 EDDINS,LY	59917	12.0	0.19	UNL	15,720	1,916	4,474	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	RUBIO	2005 DODGE DURANGO	09/03/09	13:22	62221 RUBIO,RIO	64919	0.0	UNL	23,570	2,525	6,556	\$12.78		\$57.27		
196519	Ha Department	Ha Sub-Department	RUBIO	2005 DODGE DURANGO	09/17/09	14:06	62221 RUBIO,RIO	64915	16.7	0.17	PREM	23,540	2,242	6,556	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	RUKAVIN	06 HISSANALTRIA	09/02/09	11:50	62677 RUKAVINA	60113	24.0	0.10	UNL	14,603	2,495	4,519	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	RUKAVIN	06 HISSANALTRIA	09/11/09	15:21	62674 RUKAVINA	59461	26.8	0.10	UNL	16,700	2,659	4,474	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	RUKAVIN	06 HISSANALTRIA	09/15/09	10:42	62676 RUKAVINA	59111	23.0	0.09	UNL	19,057	2,659	4,474	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	RUKAVIN	06 HISSANALTRIA	09/22/09	13:24	62705 RUKAVINA	60772	0.0	UNL	16,164	2,670	4,474	\$12.78		\$57.27		
196519	Ha Department	Ha Sub-Department	RUKAVIN	06 HISSANALTRIA	09/23/09	11:09	62670 RUKAVINA	62349	24.8	0.04	UNL	15,194	1,913	4,474	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	THOMPSON	LEUIS E3200	09/10/09	14:44	67075 THOMPSON	125729	49.3	0.05	UNL	16,234	1,974	4,519	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	THOMPSON	LEUIS E3200	09/20/09	12:12	67075 THOMPSON	124710	21.3	0.11	UNL	19,800	1,972	4,519	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	THOMPSON	LEUIS E3200	09/24/09	16:14	69001 THOMPSON	124617	23.0	0.09	UNL	14,917	1,842	4,359	\$12.78		\$57.27	
196519	Ha Department	Ha Sub-Department	THOMPSON	LEUIS E3200	09/29/09	16:53	67075 THOMPSON	124599	23.4	0.09	UNL	7,770	1,842	4,359	\$12.78		\$57.27	
196519	BALTIMORE	Ha Sub-Department	SS	2003 TAURUS DIPANGRAZI	09/09/09	16:29	64264 DIPANGRAZI	32239	25.1	0.10	UNL	16,190	2,573	4,424	\$12.78		\$57.27	
196519	BALTIMORE	Ha Sub-Department	SS	2003 TAURUS DIPANGRAZI	09/14/09	13:20	64927 DIPANGRAZI	32149	24.9	0.11	UNL	14,870	2,140	4,509	\$12.78		\$57.27	
196519	BALTIMORE	Ha Sub-Department	SS	2003 TAURUS DIPANGRAZI	09/19/09	1:15	63945 DIPANGRAZI	32243	23.9	0.11	UNL	14,721	2,439	4,509	\$12.78		\$57.27	
196519	BALTIMORE	Ha Sub-Department	SS	2003 TAURUS DIPANGRAZI	09/22/09	17:47	64927 DIPANGRAZI	32455	23.2	0.12	UNL	14,243	2,439	4,509	\$12.78		\$57.27	
196519	BALTIMORE	Ha Sub-Department	SS	2003 TAURUS DIPANGRAZI	09/23/09	13:44	63344 DIPANGRAZI	34071	24.1	0.09	UNL	14,350	1,970	4,424	\$12.78		\$57.27	
196519	BALTIMORE	Ha Sub-Department	SS	2003 TAURUS DIPANGRAZI	09/29/09	16:01	63927 DIPANGRAZI	34452	23.3	0.11	UNL	17,471	1,490	4,509	\$12.78		\$57.27	
196519	BALTIMORE	Ha Sub-Department	GUAGLIARDO	06 TOYOTA SOLARA	09/09/09	11:42	67872 GUAGLIARDO	59341	21.7	0.12	UNL	14,900	2,150	4,422	\$12.78		\$57.27	



# Management Report (FN04)

## Transactions by Vehicle w/ Key Summary Totals



VEHICLE MANAGEMENT REPORT												
Fuelman		Account #		BG123456								
		FLEET #		569789								
		Name:		CITY OF FUELMAN								
		Page:		111 of 112								
Fleet Fuel Management Report for Customer Number 569789 CITY OF FUELMAN												
Department: 0040- City Police												
SubDepartment: No Sub-Department												
DATE	TIME	SITE	EMPLOYEE	ODOM	MPG	COST/ MILE	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE*
Vehicle Number: E100 Vehicle Description: FORD CVC												
Fuel Transactions												
09/01	19:46	935115	KEVIN BECK	1498	10.8	0.31	UNL	13.792	3.22660	0.16969	\$46.84	
09/02	22:10	935115	KEVIN BECK	1600	6.3	0.54	UNL	16.233	3.22660	0.16969	\$55.14	
09/05	22:52	935115	KEVIN BECK	1817	15.2	0.22	UNL	14.281	3.22660	0.16969	\$48.50	
09/06	20:27	905519	KEVIN BECK	1900	7.2	0.47	UNL	11.514	3.22660	0.16969	\$39.10	
09/07	03:33	935115	KEVIN BECK	1901	0.0	---	UNL	7.982	3.22660	0.16969	\$27.11	
09/08	04:15	935115	KEVIN BECK	2125	16.8	0.21	UNL	13.324	3.38750	0.16969	\$47.40	
09/11	03:24	935115	KEVIN BECK	2200	6.0	0.59	UNL	12.425	3.38750	0.16969	\$44.19	
09/11	21:08	874499	KEVIN BECK	2315	20.3	0.18	UNL	5.670	3.14570	0.16969	\$20.18	
09/12	06:26	874524	KEVIN BECK	2370	6.6	0.54	UNL	8.396	3.38750	0.16969	\$29.86	
09/15	20:01	874527	KEVIN BECK	2580	18.0	0.19	UNL	11.677	3.24660	0.16969	\$39.89	
09/16	20:25	964520	KEVIN BECK	2950	29.2	0.11	UNL	12.657	3.14690	0.16969	\$42.09	
09/19	23:35	935115	KEVIN BECK	3000	4.2	0.79	UNL	10.727	3.14570	0.16969	\$39.60	
09/20	22:04	935115	KEVIN BECK	29000	0.0	---	UNL	10.999	3.14570	0.16969	\$40.11	
09/21	22:24	935115	KEVIN BECK	3019	0.0	---	UNL	15.930	3.14570	0.16969	\$52.82	11
09/25	03:57	905519	KEVIN BECK	3171	6.9	0.34	UNL	15.766	3.09270	0.16969	\$51.44	
09/25	23:35	874498	KEVIN BECK	3208	0.0	---	UNL	8.020	3.09270	0.16969	\$26.16	
09/25	23:39	874498	JOHNSON, R	8908	0.0	---	UNL	6.850	3.09270	0.16969	\$22.35	
09/29	19:02	874524	KEVIN BECK	3441	0.0	---	UNL	10.266	2.88730	0.16969	\$31.38	11
No. Transactions 18				Total Miles: 1599		11.9	0.41		208.860	Price/Gallon: \$3.37	\$704.16	
Vehicle Number: E152 Vehicle Description: CHEV IMPALA												
Fuel Transactions												
09/03	07:03	935088	MANNING, J	4453	12.0	0.28	UNL	14.460	3.22660	0.16969	\$49.11	
09/05	12:41	905426	MANNING, J	4633	0.0	0.26	UNL	13.760	3.22660	0.16969	\$46.73	
09/08	09:26	935102	MANNING, J	7369	0.0	---	UNL	7.269	3.38750	0.16969	\$25.85	
09/09	13:26	935104	MANNING, J	7958	12.8	0.28	UNL	8.745	3.38750	0.16969	\$31.11	
09/11	09:13	935104	MANNING, J	8448	18.0	0.20	UNL	6.946	3.38750	0.16969	\$24.71	
09/15	10:14	926884	MANNING, J	8841	0.0	---	UNL	14.775	3.34760	0.16969	\$51.96	11
09/18	10:02	874515	MANNING, J	5056	13.6	0.25	UNL	15.810	3.24610	0.16969	\$54.01	
09/22	06:50	935088	MANNING, J	5283	16.0	0.20	UNL	14.186	3.09270	0.16969	\$46.28	
09/24	06:59	935104	MANNING, J	5449	13.4	0.24	UNL	12.404	3.09270	0.16969	\$40.45	
09/29	10:51	935088	MANNING, J	5588	13.1	0.23	UNL	10.643	2.88730	0.16969	\$32.53	
No. Transactions 10				Total Miles: 1337		14.0	0.24		118.998	Price/Gallon: \$3.38	\$402.74	
Vehicle Number: E153 Vehicle Description: CHEV IMPALA												
Fuel Transactions												
09/02	10:48	935102	TESSIER P	9119	15.4	0.22	UNL	15.498	3.22660	0.16969	\$52.65	
09/04	09:56	935103	TESSIER P	9663	35.1	0.10	UNL	15.501	3.22660	0.16969	\$52.66	
09/08	15:32	935102	TESSIER P	9622	0.0	---	UNL	15.498	3.38750	0.16969	\$55.14	11
09/11	14:07	935102	TESSIER P	9910	19.2	0.19	UNL	15.009	3.38750	0.16969	\$53.39	
09/15	18:52	892423	TESSIER P	10190	18.7	0.18	UNL	15.000	3.14570	0.16969	\$49.74	
09/17	16:29	935102	TESSIER P	10421	16.9	0.20	UNL	13.690	3.14570	0.16969	\$45.38	
09/22	08:26	892423	TESSIER P	10949	35.2	0.09	UNL	15.007	3.09270	0.16969	\$48.96	
09/23	18:29	892423	TESSIER P	10874	0.0	---	UNL	15.418	3.09270	0.16969	\$50.31	11
09/26	11:37	874529	TESSIER P	11150	17.8	0.18	UNL	15.502	3.09270	0.16969	\$50.58	
09/29	09:21	892423	TESSIER P	11370	15.8	0.19	UNL	13.953	2.88730	0.16969	\$42.65	
09/30	11:01	935103	TESSIER P	11543	16.1	0.19	UNL	10.729	2.88730	0.16969	\$32.80	
No. Transactions 11				Total Miles: 2778		21.1	0.17		160.805	Price/Gallon: \$3.32	\$534.26	
Department: 0040- City Police												
Department Totals - 488.663 \$1,641.16												
SITE LEGEND												
SITE #	SITE NAME	ADDRESS	CITY	STATE								
874498	Pitt Stop #01-pay@p	830 Bush River Rd	Columbia	SC								
874499	Pitt Stop #02-pay@pump	1500 Dutch Fork Rd	Ballentine	SC								
874515	Pitt Stop #35-pay@pump	2022 Bluff Rd	Columbia	SC								

Report Details by all as key totaled by transactions Total Miles per Mile.

Additionally the Vehicle Management Report shows:

- Total Amount
- Average Price Per Gal
- Total Gallons
- Exceptions Codes

The Vehicle Management Report shows Department Totals (Gallons & Dollars). At the end of each department the report shows a Site Legend providing complete details about the sites used.

## Monthly Employee Management Report (FN03)

(Report includes Embedded Excel File)

### Optional Report.

This report is often used by Customers looking to study fuel usage by Employee versus Card Vehicle reporting.

This report can help Clients identify misuse and/or excessive card use by Employees.

This report includes an Embedded Excel Transaction File downloadable directly from the pdf.

Reports are delivered via Web (Authorized secure Web Login) or via Email.

Unlike the FN04 report, the FN03 is designed much like the Fleet Management Report (FN02) and is generated at the end of the billing cycle. The report information that is enhanced or different from the other reports includes:

Cost Per Mile (CPM) for each transaction and CPM for the Employee for the report period.

Count of Transactions for the Employee.

Consumption for the report period (gallons & dollars) with the Average Price Per Gallon by the Employee.

Embedded Excel Transaction File which opens in true Microsoft Excel.

**Embedded Excel Report File** – Most all Fuelman Optional reports have an Embedded Excel File which contains all transactions contained in the report. By clicking on the Excel logo at top left corner of the report users can open the Excel file. Column headings in the file match the report.

# Management Report (FN03)

## Embedded Excel File



Employee Management Report includes an embedded Excel File for easy access to the reported transactions for additional study and management of transaction data. Most Fuelman Optional reports include this feature.

Icon on top left corner of first page opens the embedded Excel File.

- The embedded Excel file opens, all columns in the Adobe report are in the Excel file.
- The Exceptions column and legend allows for easy study, sorting & management of exceptions transactions.

**EXCEPT CODE\*\***

Embedded Excel Report File

**EMPLOYEE MANAGEMENT REPORT**  
 Account # **BG68478**  
 FLEET # **196519**  
 Name: **FUELMAN-SALES DEPT**  
 Page: **1 of 12**

12/1/2011 - 12/31/2011  
 CHARGING PERIOD FOR ALL VEHICLES IN YOUR FLEET

BASE PRICE	FEDERAL	STATE	OTHER	TOTAL
\$3,229.56	\$215.68	\$272.78	\$34.67	\$3,752.69
\$416.55	\$24.23	\$27.15	\$8.89	\$476.82
\$257.03	\$19.48	\$16.03	\$0.00	\$292.54
<b>\$3,903.14</b>	<b>\$259.39</b>	<b>\$315.96</b>	<b>\$43.56</b>	<b>\$4,522.05</b>

Percentage of dye.

BASE PRICE	FED TAXES	STATE TAXES	LOCAL TAXES	MAINT/OTH (Non-Fuel)	EXTENDED TOTAL	EXCEPT COUNT
1,122.40	75.94	96.23	6	0.00	1,300.86	0
100.10	6.43	9.70	0	0.00	116.23	0
344.15	23.13	34.67	0	0.00	401.95	1
275.67	17.91	33.24	0	0.00	326.82	1
257.03	19.48	16.03	0	0.00	292.54	1
371.40	24.51	24.58	0	0.00	420.49	0
112.96	6.65	7.42	0	0.00	126.43	1
586.42	36.49	41.01	20	0.00	683.91	0
352.39	23.00	22.76	16	0.00	414.45	3
381.22	25.85	30.32	1	0.00	438.37	2

The screenshot shows an Excel spreadsheet titled "EMPLOYEE MANAGEMENT REPORT FOR 12/1/2011 - 12/31/2011". The spreadsheet contains a large table of fuel transactions. The columns include: FLEET #, DEPT NAME, SUB-DEPT, EMP NUMBER, EMP NAME, DATE, TIME, SITE, VEHICLE, GOOM, MPG, COST, PRODUCT, QTY, NET PRICE, TAXES, and TOTAL AMT. The data rows list various vehicles and their fuel purchases, including details like vehicle type (e.g., Honda Civic, Ford Explorer) and fuel type (e.g., UNL, Ford Expedition).



# Management Report (FN03)

## Transactions by Driver w/ Key Summary Totals



EMPLOYEE MANAGEMENT REPORT													
Account #										BG68478			
FLEET #										196519			
Name:										FUELMAN-SALES DEPT			
Page:										5 of 12			
<b>Employee Management Report for Customer Number 196519 – FUELMAN-SALES DEPT</b>													
Department: CAROLINAS/TN													
SubDepartment: No Sub-Department													
DATE	TIME	SITE	VEHICLE	ODOM	MPG	COST/ MILE	FUEL TYPE	QTY	NET PRICE	TAXES	TOTAL AMT	EXCEPT CODE**	
Employee Name :ANGIE LEE Employee Number: LEE													
<b>Fuel Transactions</b>													
12/09	08:15	874524	MOUNTAINEER	88642	20.1	0.16	UNL	14.781	2.77650	0.35340	\$46.25		
12/22	12:03	683328	MOUNTAINEER	88856	13.2	0.23	UNL	16.230	2.73570	0.35340	\$50.14		
12/29	15:37	874524	MOUNTAINEER	88980	13.6	0.23	UNL	9.096	2.81550	0.35340	\$28.83		
No. Transactions 3				Total Miles: 635		15.6	0.21	40.107	Price/Gallon: \$3.12		\$125.22		
Employee Name :BRYCE RUSS Employee Number: RUSSELL													
<b>Fuel Transactions</b>													
12/06	17:05	969960	99 FORD TAURUS	332343	41.5	0.08	UNL	13.346	2.82030	0.53840	\$44.82		
12/09	14:21	226131	99 FORD TAURUS	332609	0.0	---	UNL	5.031	2.76090	0.36690	\$15.74		
12/13	16:09	824397	99 FORD TAURUS	332781	12.7	0.25	UNL	13.491	2.71070	0.53840	\$43.83		
12/20	16:47	677482	99 FORD TAURUS	333082	21.6	0.15	UNL	13.924	2.63070	0.53840	\$44.12		
No. Transactions 4				Total Miles: 1027		25.3	0.16	45.792	Price/Gallon: \$3.24		\$148.51		
Employee Name :MELISSA SE Employee Number: SEKULA													
<b>Fuel Transactions</b>													
12/15	12:24	888154	SEKULA MELISSA MERCH SVCS	80185	0.0	---	UNL	7.445	2.78850	0.42090	\$23.89		
No. Transactions 1				Total Miles: 0		-----		7.445	Price/Gallon: \$3.21		\$23.89		
Employee Name :BRITTANY W Employee Number: WILLIAMS													
<b>Fuel Transactions</b>													
12/08	12:37	956418	2005 HONDA ACCORD WILLIAMS B	145235	0.0	---	UNL	10.870	2.78110	0.53840	\$36.08	11	
12/13	09:38	888810	2005 HONDA ACCORD WILLIAMS B	145236	0.0	---	UNL	13.307	2.85040	0.53840	\$45.10		
12/16	09:57	888810	2005 HONDA ACCORD WILLIAMS B	145236	0.0	---	UNL	6.871	2.83070	0.53840	\$23.15		
No. Transactions 3				Total Miles: 0		-----		31.048	Price/Gallon: \$3.36		\$104.33		
Department: CAROLINAS/TN										UNL	124.392	\$401.95	
Department Totals -										124.392		\$401.95	
<b>SITE LEGEND</b>													
SITE #	SITE NAME	ADDRESS	CITY	STATE									
226131	Fasmart #114	2802 W Main St	Darville	VA									
677482	Sheetz #472	10206s Main St	Archdale	NC									
683328	Corner Pantry #151	10401 Broad River Rd	Irmo	SC									
824397	Circle K #4132	2810 Pinecroft Rd	Greensboro	NC									
874524	Pitt Stop #13	7409 Broad River Rd	Irmo	SC									
888154	Citgo Highs 71	116 Central Ave W	Edgewater	MD									
888810	Kangaroo Express 3925	100 E John St	Matthews	NC									
956418	Sams Mart #25	6201 N Tryon St	Charlotte	NC									
969960	Wilco 0308	907 Knox Rd	Mc Leansville	NC									

The Employee Management Report is organized by Employee and also indicates the vehicle fueled.

Additionally the Employee Management Report shows:

- Total Amount
- Average Price Per Gal
- Total Gallons
- Exceptions Codes

The Report shows Department Totals (Gallons & Dollars).

At the end of each department the report shows a Site Legend providing complete details about the sites used.

Monthly Customer Fleet Analysis Report (FN14)  
(Report includes Embedded Excel File)

**Optional Report**

Provides an easy to review, one line per vehicle report to quickly review the vehicles by department and Year-To-Date summary statistics by vehicle.

Importantly the report includes the Total Cost Per Mile to operate the vehicle including both fuel and non-fuel (Maintenance) expenditures

Provides Average Miles per Gallon MTD and YTD for the vehicles.

Provides an Embedded Excel Report File that opens in true Microsoft Excel.

When the file is opened report users can sort the vehicles and easily rank them by performance measures such as MPG or Average Cost Per Mile to look for vehicles not performing to expectations.

Users that use the FN14 find the report to be an extremely valuable tool for monitoring fleet performance by department level (one line per vehicle with MTD and YTD summary key statistics)

Reports are delivered via Web and can only be accessed via Customer's authorized user's on-line FleetNet

**This Report provides an easy to review, one line per vehicle report to quickly review the vehicles by department and observe Year-To-Date statistics including:**

Miles for the report period and YTD

Miles Per Gallon for the report period and YTD.

Miles and Dollars for the report period and YTD

(Maintenance) Dollars for the report period and YTD

Embedded Total Dollars (Fuel and Non-fuel (Maintenance))

Cost Per Mile by Vehicle

Totals for the Above items

Totals for the entire account for the Above Items

Summary for the Current Report Period


Summary for All for the Report Period including Total Miles, Average Miles Per Gallon, Cost Per Mile, Total Number of Vehicles, Total Gallons, Total Dollars.

Example of typical first page of the Customer Fleet Analysis Report


Embedded Excel File icon allows report to be opened in true Excel.

Report shows YTD Summary stats by Vehicle including:

- Miles Driven
- Avg. MPG
- Fuel Gallons
- Fuel Costs
- Non-Fuel Costs
- Extended Total (Fuel & Non-Fuel)
- Cost per Mile includes both Fuel & Non-Fuel



### CUSTOMER FLEET ANALYSIS REPORT

Account # **BG68478** 

FLEET # 196519

Name: FUELMAN-SALES DEPT

Page: 1 of 42

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

CLICK on Excel Icon to Download Embedded Excel Report File

CUSTOMER FLEET ANALYSIS REPORT FOR 12/1/2009 - 1/1/2010

Department - No Department Given

Vehicle Information		Month to Date Summary					Year to Date Summary						
Vehicle Name	Vehicle Number	Miles (1)	Average MPG (1)	Fuel Gallons	Fuel Costs	Non-Fuel Costs	Miles (1)	Average MPG (1)	Fuel Gallons	Fuel Costs	Non-Fuel Costs	Extended Total	Cost Per Mile (1)
EMERGENCY FUEL	1	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	\$0.00
SCOT CARTER	1	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	\$0.00
05 MAZDA 3	ARNOLD	--	--	.000	\$0.00	\$0.00	1104.0	25.4	43.537	\$82.39	\$0.00	\$82.39	\$0.075
98 LEXUS GS300	BARTIMM	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2001 LINCOLN TOWN CAR	BLANKS	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
1990 LEXUS 400	COLE	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
03 MAZDA PROTEGE	CORNWEL	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2007 HONDA PILOT	CORNWEL	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2006 DODGE STRATUS	DENMAN	1500	15.6	96.187	\$238.19	\$0.00	27185.0	20.5	1325.577	\$2,949.04	\$0.00	\$2,949.04	\$0.108
07 TOYOTA 4RUNNER	EDDINS	--	--	.000	\$0.00	\$0.00	18725.0	21.1	887.705	\$2,073.24	\$0.00	\$2,073.24	\$0.111
2003 BMW 330i	FITZPAT	--	--	.000	\$0.00	\$0.00	1524.0	16.4	92.661	\$177.24	\$0.00	\$177.24	\$0.116
05 NISSAN FRONTIER	FOGEL	--	--	.000	\$0.00	\$0.00	8031.0	19.2	417.535	\$803.32	\$0.00	\$803.32	\$0.100
08 PONTIAC G5	HARDWIC	--	--	.000	\$0.00	\$0.00	1111.0	16.0	69.480	\$119.45	\$0.00	\$119.45	\$0.108
05 TOYOTA CAMRY	HARRING	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2004 MAZDA 6	JENSEN	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
95 MERCEDES S420	JOHNSON B	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
2000 JEEP GRAND CHEROKEE	KITCHEN	--	--	.000	\$0.00	\$0.00	309.0	16.5	18.676	\$30.82	\$0.00	\$30.82	\$0.100
07 CHEVY SILVERADO	KLEINE	--	--	.000	\$0.00	\$0.00	275.0	21.2	12.990	\$19.72	\$0.00	\$19.72	\$0.072
HONDA ACCORD	MELIO	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
04 NISSAN XTERRA	MELIO	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
PAM CURE	PAM CURE	--	--	.000	\$0.00	\$0.00	--	--	.000	\$0.00	\$0.00	\$0.00	--
07 SAAB 93	RHODES	--	--	.000	\$0.00	\$0.00	1637.0	30.2	54.210	\$110.30	\$0.00	\$110.30	\$0.067
00 TOYOTA RAV 4	ROBINSO	--	--	.000	\$0.00	\$0.00	863.0	22.1	38.979	\$72.29	\$0.00	\$72.29	\$0.084
2005 DODGE DURANGO	RUBIO	--	--	.000	\$0.00	\$0.00	12305.0	13.3	921.928	\$2,346.30	\$0.00	\$2,346.30	\$0.191

Example of typical last page of the Customer Fleet Analysis Report

Report shows YTD Summary stats for each Department and totals for the account including:

- Miles Driven
- Avg. MPG
- Fuel Gallons
- Fuel Costs
- Non-Fuel Costs
- Extended Total (Fuel & Non-Fuel)
- Cost per Mile includes both Fuel & Non-Fuel)

Summary tables for all vehicles for the report period shows:

- Total Miles
- Avg. MPG
- Avg. Cost per mile
- # of Transactions
- Total Gallons
- Total Dollars

Vehicle Information		Month to Date Summary				Year to Date Summary							
Vehicle Name	Vehicle Number	Miles (1)	Average MPG (1)	Fuel Gallons	Fuel Costs	Non-Fuel Costs	Miles (1)	Average MPG (1)	Fuel Gallons	Fuel Costs	Non-Fuel Costs	Extended Total	Cost Per Mile (1)
01 JEEP	MESSENGER	--	--	.00	\$0.00	\$0.00	--	--	.00	\$0.00	\$0.00	\$0.00	--
<b>Department Totals - TAMPA-FLEET CONSULTANT</b>													
		--	--	.00	\$0.00	\$0.00	--	--	.00	\$0.00	\$0.00	\$0.00	--
<b>Report Total</b>													
		55,290	16.8	3,292.731	\$8,533.88	\$0.00	776,317	17.0	45,726.305	\$106,558.07	\$39.00	\$106,597.07	\$0.137

Product	Quantity	No. Trans	Ext Base Price	Taxes			Extended Eff Price
				Federal Tax	State Tax	Other Tax	
Premium	420.235	34	\$1,188.00	\$0.01	\$0.00	\$0.00	\$1,188.01
ULS Diesel	177.878	9	\$470.83	\$0.02	\$0.00	\$0.00	\$470.85
Unleaded	2,583.933	178	\$6,583.32	\$0.01	\$0.00	\$0.00	\$6,583.33
Unleaded P	110.685	8	\$291.68	\$0.01	\$0.00	\$0.00	\$291.69
<b>Product Totals</b>	<b>3,292.731</b>	<b>229</b>	<b>\$8,533.83</b>	<b>\$0.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,533.88</b>

Miles, Quantity and Cost Summary		
Total Miles (1)	Avg. Miles Per Gallon (1)	Cost Per Mile (1) (2)
55,290	16.80	0.15

(1) The calculations for miles, MPG and CPM are based upon records with "valid" miles. A transaction with "invalid" miles is a transaction where the driver enters the correct odometer.

(2) This CPM calculation includes only FUEL transactions and does not include any NON-FUEL transactions.

The data below were used to compute these averages

Number of Transactions	Gallons	Amount
229	3,292.731	\$8,533.88

# Fleet Analysis (FN14)

## Embedded Excel File Illustration



Example of typical Embedded Excel File from the FN 14

By clicking on the Excel icon on the pdf Report, your computer will open the FN14 report in true Excel.

Microsoft Excel - 99880-810067-125376-125376-FN14-40099864.XLS

File Edit View Insert Format Tools Data Window Help Adobe PDF

Type a question for help

A6 FLEET ANALYSIS REPORT

FLEET ANALYSIS REPORT													
ACCOUNT # 8G126113													
Name:		MDOT BATESVILLE DISTRICT 2											
Date:		11/1/2003 - 12/1/2003											
Product Totals				Taxes			Extended Eff Price		Miles, Quantity and Cost Summary				
Product	Quantity	No. Trans	Ext Base Price	Federal Tax	State Tax	Other Tax	Total Miles (1)	Avg. Miles Per	Cost Per Mile (1)	Transaction	Galloos	Amount	
ULS Diesel	25,001.57	866	\$57,667.62	\$0.03	\$0.00	\$0.00	306,337	8.10	0.28	1,543	37,660.83	\$8,461.25	
Unleaded	12,653.32	671	\$28,793.51	\$0.03	\$0.00	\$0.00							
NONFUEL	37	37	\$1,547.86	\$0.00	\$0.00	\$0.00							
Product Totals	37,692.21	1574	\$88,009.05	\$0.06	\$0.00	\$0.00							

NOTES:  
 (1) The calculations for miles, MPG and CPM are based upon records with "valid" miles. A transaction with "valid" miles is a transaction where the driver enters the correct odometer.  
 (2) This CPM calculation includes only FUEL transactions and does not include any NON-FUEL transactions.

Account Information			Vehicle Information		Month to Date Summary					Year to Date Summary						
FLEET #	DEPT	SUB-DEPT	VEHICLE #	VEHICLE NAME	MILES (1)	AVERAGE MPG (1)	FUEL GALLONS	FUEL COSTS	NON-FUEL COSTS	MILES (1)	AVERAGE MPG (1)	FUEL GALLONS	FUEL COSTS	NON-FUEL COSTS	EXTENDED TOTAL	COST PER MILE (1)
28	2200		9011091	PICKUP	1091	16.4	66.756	\$151.01	\$0.00	14751	13.3	1061329	\$2,045.52	\$134.14	\$2,179.66	\$0.15
29	2200		8508822	2232 TRUCK DUMP	636	10.3	58.461	\$132.63	\$0.00	5377	5.6	1063364	\$2,076.67	\$0.00	\$2,076.67	\$0.35
30	2200		9011380	PICKUP	1024	12.3	73.460	\$181.64	\$32.71	14046	13.1	1068532	\$2,132.65	\$130.84	\$2,263.50	\$0.16
31	2200		8503282	2232 TRUCK DUMP	--	--	63.503	\$157.88	\$0.00	3824	3.6	1069452	\$2,039.71	\$0.00	\$2,039.71	\$0.55
32	2200		9010011	PICKUP TRUCK	602	11.2	53.540	\$122.37	\$0.00	12443	11.6	1072876	\$2,120.33	\$154.42	\$2,274.75	\$0.18
33	2200		8500595	2215 TRUCK DUMP	--	--	0.000	\$0.00	\$0.00	4272	4.0	1074593	\$1,972.84	\$0.00	\$1,972.84	\$0.46
34	2200		9001511	PICKUP TRUCK	1050	16.2	71.025	\$161.32	\$32.71	16665	15.4	1082220	\$2,036.56	\$65.42	\$2,161.98	\$0.13
35	2200		8500017	TRUCK DUMP	151	4.4	42.962	\$98.91	\$0.00	210	1.9	1082390	\$2,032.59	\$0.00	\$2,032.59	\$0.96
36	2200		9010453	TRUCK PICKUP	882	13.5	65.353	\$143.30	\$0.00	15443	14.2	1089332	\$2,028.47	\$0.00	\$2,028.47	\$0.13
37	2200		9010004	PICKUP TRUCK	1588	18.4	86.471	\$191.18	\$0.00	20031	18.3	1093261	\$2,098.62	\$0.00	\$2,098.62	\$0.11
38	2200		8500038	International Dump.T	136	4.3	31.640	\$73.11	\$0.00	4763	4.3	1097432	\$1,940.64	\$0.00	\$1,940.64	\$0.41
39	2200		9000212	Pickup	1084	18.1	59.785	\$135.55	\$0.00	19544	17.8	1099208	\$2,083.13	\$70.54	\$2,153.67	\$0.11
40	2200		9010000	PICKUP TRUCK	1018	16.4	62.090	\$142.29	\$0.00	13756	12.5	1100694	\$2,103.98	\$0.00	\$2,103.98	\$0.15

Summary Table showing totals for all vehicles that are at end of pdf report are shown at the top of the Excel report.

Report shows MTD and YTD Summary stats for each Vehicle and includes Department field. Identical report fields as pdf report including:

- Miles Driven
- Avg. MPG
- Fuel Gallons
- Fuel Costs
- Non-Fuel Costs
- Extended Total (Fuel & Non-Fuel)
- Cost per Mile includes both Fuel & Non-Fuel



## Monthly Tax Management Report (FN07)

**an Optional Report.**

**Monthly Tax Management Report is provided to customers needing Monthly Tax Reporting for each month.**

**Report shows applicable Tax totals by Taxing Authority (i.e. Federal and States) and Tax Type. Both exempted and non-exempted tax totals and applicable gallons are shown.**

**and total Tax Exempted and Tax Billed Amounts are included.**

**Monthly Tax Management Report is delivered via Web and can only be accessed via Customer's authorized user's on-line logon.**

Report run on: October 7, 2007 3:30 PM



**WEEKLY TAX MANAGEMENT REPORT**

PO Box 924138  
NORCROSS, GA 30010

FLEET # 194371

Provided By:  
**Baton Rouge**  
(800) 877-0800

CITY OF FUELMAN  
290 EAST AIRPORT RD  
SUITE E  
FUELMAN, USA 70806

WEEKLY TAX MANAGEMENT REPORT FOR 09/24/2007 - 09/30/2007

Tax Id	Description	Tax Type	Tax Rate	Quantity	Tax Exempted	Tax Billed	Extended Base
<b>Authority:</b> Federal Tax		<b>Authority Type:</b> FEDERAL					
2	Federal Gasoline Excise Tax	EXCISE	.18300	45,970.974	8,412.82	0.00	0.00
3	Federal Diesel Excise Tax	EXCISE	.24300	144.553	35.13	0.00	0.00
23	Federal Oil Spill	EXCISE	.00119	46,694.927	0.00	55.76	0.00
1234	Federal Dyed Diesel Tax	EXCISE	.00000	579.400	0.00	0.00	0.00
10528	Leaking UST (LUST)	EXCISE	.00100	46,694.927	0.00	45.71	0.00
<b>Authority Total:</b>					<b>\$8,447.95</b>	<b>\$101.47</b>	
<b>Authority:</b> Alabama		<b>Authority Type:</b> STATE					<b>State Code: AL</b>
520	Alabama Gas	EXCISE	.16000	23.682	0.00	3.79	0.00
522	Alabama Inspection Fee	EXCISE	.02000	23.682	0.00	0.47	0.00
5960	Alabama Environmental	EXCISE	.01000	23.682	0.00	0.23	0.00
<b>Authority Total:</b>					<b>\$0.00</b>	<b>\$4.49</b>	
<b>Authority:</b> Mobile Co., AL		<b>Authority Type:</b> COUNTY					<b>State Code: AL</b>
601	Mobile Co., AL	EXCISE	.02000	13.470	0.00	0.27	0.00
<b>Authority Total:</b>					<b>\$0.00</b>	<b>\$0.27</b>	
<b>Authority:</b> Mobile, AL city		<b>Authority Type:</b> CITY					<b>State Code: AL</b>
990	Mobile City Gas/Dsl	EXCISE	.02000	13.470	0.00	0.27	0.00
<b>Authority Total:</b>					<b>\$0.00</b>	<b>\$0.27</b>	
<b>Authority:</b> Troy, AL city		<b>Authority Type:</b> CITY					<b>State Code: AL</b>
1163	Troy City Gas/Dsl	EXCISE	.01000	10.212	0.00	0.10	0.00
<b>Authority Total:</b>					<b>\$0.00</b>	<b>\$0.10</b>	

Applicable Taxes that were billed and for Tax Exempt entities the report shows the Taxes that were Exempted.

## Exceptions Transaction Export Report (Download from iFleet)

an Export available from the online iFleet system. The User can select “From” and “To” date range and then select “h”.

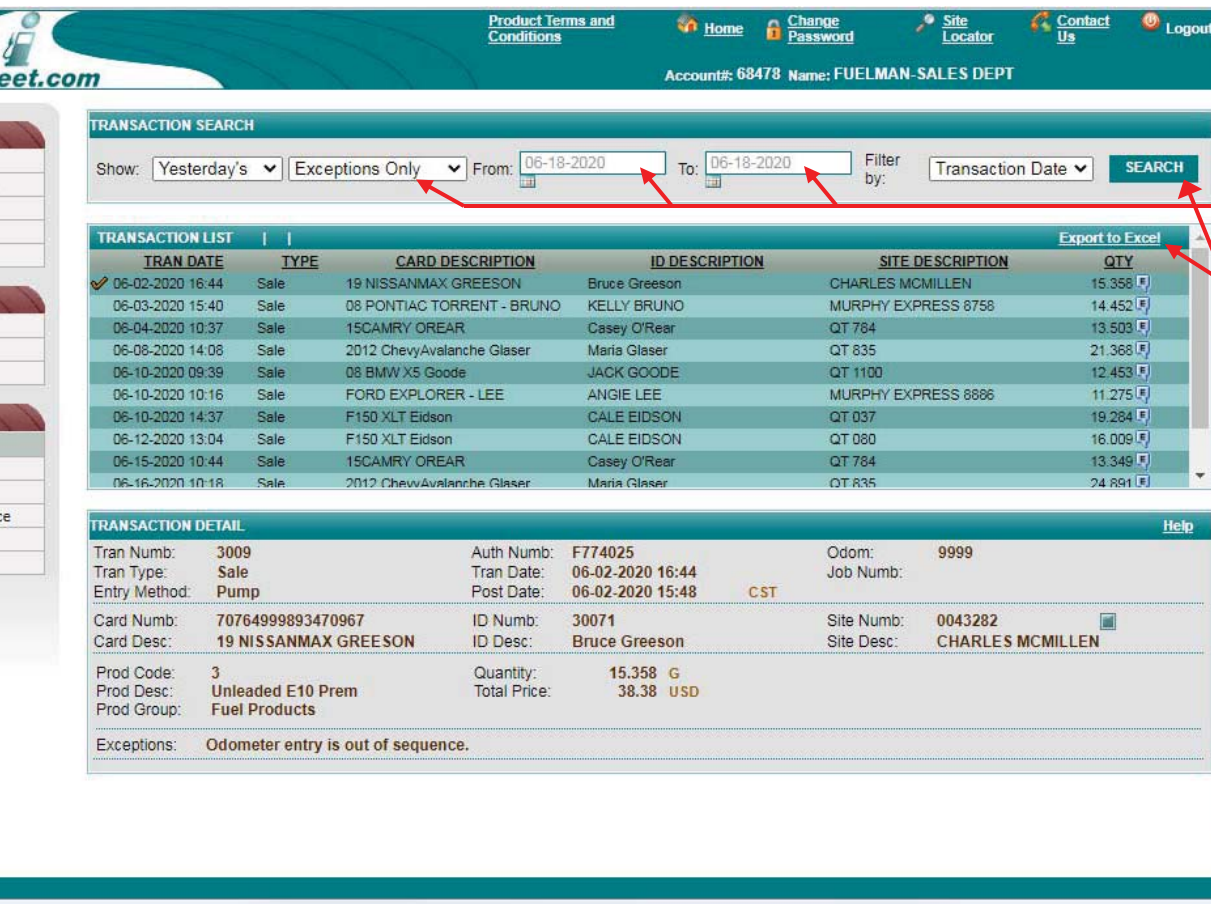
an select Export to Excel and System creates an Excel file users browser.

cel report provides a quick, concise look at the Driver exceptions that have occurred.

ion transactions are listed in Date and Time Order.

port provides pertinent details including date, time, account number, fleet number (customer ID) transaction number, card number, employee number and employee name, employee department, card (vehicle) description, card department, Fuelman number, product code and description, quantity, odometer reading, full exception description.

# Authorized Fleet Contacts can Export Exception Transactions using iFleet.



Select Exceptions Only and From and To Date

Select Search to View, then Export to Excel to Export

Transactions

# Transaction Export

from Online iFleet System



Clicking 'Export to Excel', system downloads an Excel report file from your browser. Included and example of the Excel file are shown below.

## Example AG

OD	AUTH_NUMB	TRAN DATE	POST_DATE	ODOM	CARD_NUMB	CARD DESCRIPTION	CARD_DEPT	ID_NUMB	ID DESCRIPTION	ID_DEPT	SITE_NUMB	SITE DESCRIPTION
	F774025	6/2/2020 16:44	6/2/2020 15:48	9999	707 REDACTED 0967	19 NISSANMAX GREESON	EASTERN DISTRICT	30071	Bruce Greeson		0043282	CHARLES MCMILLEN
	X890613	6/3/2020 15:40	6/3/2020 15:44	1324	707 REDACTED 9139	08 PONTIAC TORRENT - BRUNO	Field - Central	BRUNO	KELLY BRUNO	Field - Central	345402	MURPHY EXPRESS 8758
	F962127	6/4/2020 10:37	6/4/2020 9:41	75909	707 REDACTED 0968	15CAMRY OREAR	SOUTHEAST DISTRICT	30069	Casey O'Rear		434466	QT 784
	F295862	6/8/2020 14:08	6/8/2020 13:12	130784	707 REDACTED 0492	2012 ChevyAvalanche Glaser	Southeast	186	Maria Glaser		434359	QT 835
	F495000	6/10/2020 9:39	6/10/2020 8:42	111	707 REDACTED 9148	08 BMW X5 Goode		JAC	JACK GOODE		434593	QT 1100
	X500650	6/10/2020 10:16	6/10/2020 9:20	144681	707 REDACTED 9164	FORD EXPLORER - LEE	Mid-Atlantic	LEE	ANGIE LEE	Field - East	522347	MURPHY EXPRESS 8886
	F541761	6/10/2020 14:37	6/10/2020 14:43	1	707 REDACTED 1055	F150 XLT Eidson	Field - TXOMA	Eidson	CALE EIDSON		435448	QT 037
	F763695	6/12/2020 13:04	6/12/2020 13:08	1	707 REDACTED 1055	F150 XLT Eidson	Field - TXOMA	Eidson	CALE EIDSON		435505	QT 080
	F935728	6/15/2020 10:44	6/15/2020 9:47	76238	707 REDACTED 0966	15CAMRY OREAR	SOUTHEAST DISTRICT	30069	Casey O'Rear		434466	QT 784
	F050952	6/16/2020 10:18	6/16/2020 9:24	131894	707 REDACTED 0492	2012 ChevyAvalanche Glaser	Southeast	186	Maria Glaser		434359	QT 835
	F083036	6/16/2020 13:36	6/16/2020 13:38	118250	707 REDACTED 9136	06 FORD EXPEDITION PENUELL	Field - Central	NELSON	MELISSA NELSON	Field - Central	865018	LOVES 209 TRAVEL PLAZA
	F173364	6/17/2020 10:44	6/17/2020 9:49	100	707 REDACTED 9148	08 BMW X5 Goode		JAC	JACK GOODE		338560	SPEEDWAY 7913

Report shows full Exception Description

## Example AG

CITY	SITE STATE	SITE ZIP CODE	PRODUCT_CODE	PRODUCT_DESC	PRODUCT_GROUP	POSTED_QUANTITY	POSTED_TOTAL_PRICE	EXCEPTIONS	FEDERAL EXCISE TAX	STATE EXCISE TAX	OTHER TAX
ON	GA	30114-2468	3	Unleaded E10 Prem	Fuel Products	15.358	38.38	Odometer entry is out of sequence.	2.86	4.4	0.47
ON	LA	70433	2	Unleaded E10 Reg	Fuel Products	14.452	27.45	Odometer entry is out of sequence.	2.68	3.01	0
W	GA	30019	2	Unleaded E10 Reg	Fuel Products	13.503	25.64	Manually keyed transactions at site	2.51	3.87	0.41
W	GA	30144	4	Unleaded E10 Plus	Fuel Products	21.368	46.99	Manually keyed transactions at site	3.97	6.12	0.66
SPRINGS	SC	29316	3	Unleaded E10 Prem	Fuel Products	12.453	32.37	site Odometer entry is out of sequence.	2.32	2.83	0
SC	29063	71	Unleaded Conventional Reg	Fuel Products	11.275	21.18	Odometer entry is out of sequence.	2.09	2.56	0	
VILLE	OK	74006	2	Unleaded E10 Reg	Fuel Products	19.284	39.52	Manually keyed transactions at site	3.59	3.85	0
ARROW	OK	74012	2	Unleaded E10 Reg	Fuel Products	16.009	32.80	Manually keyed transactions at site,Vehicle has exceeded its weekly fuel limit.	2.98	3.2	0
W	GA	30019	2	Unleaded E10 Reg	Fuel Products	13.349	0.00	Manually keyed transactions at site	2.48	3.82	0.41
W	GA	30144	4	Unleaded E10 Plus	Fuel Products	24.891	0.00	Manually keyed transactions at site	4.63	7.13	0.76
OD	LA	71033-2341	2	Unleaded E10 Reg	Fuel Products	25.683	0.00	Fuel volume exceeds vehicle's tank capacity.	4.78	5.35	0
E	NC	28806-1139	4	Unleaded E10 Plus	Fuel Products	14.815	38.50	Odometer entry is out of sequence.	2.75	5.39	0

## **APPENDIX 2**

### **Location Listings**

**Charlotte MSA Metro – Fuelman Acceptance Locations  
(Fuel Site Listing)**

**State of North Carolina – Fuelman Acceptance Locations  
(Fuel Site Listing)**

**Charlotte MSA Metro – Fuelman Acceptance Locations  
(Fuel Site Listing)**

CHARLOTTE-CONCORD-GASTONIA MSA (METRO AREA) - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24 Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
GASTON	TIMES TURN AROUND 30	Amoco	200 BEATTY DR	Y		Y				Y	704-827-9733	216997
GASTON	TIMES TURN AROUND 39	BP	6751 WILKINSON BLVD	Y		Y				Y	704-825-4852	331424
GASTON	MURPHY USA #7315	Murphy	100 CALDWELL FARM RD			Y				Y	704-829-7764	986134
GASTON	CIRCLE K #8379	Shell	101 MT HOLLY RD	Y		Y				Y	704-822-1921	934688
GASTON	KANGAROO EXPRESS 3957	Shell	6441 W WILKINSON BLVD	Y		Y				Y	704-825-8452	888952
GASTON	HANDY PANTRY 164	Unbranded	505 S CENTRAL AVE							Y	704-825-9576	967626
GASTON	KINGSWAY #05	Citgo	201 S 14TH ST			Y				Y	704-629-3461	332653
YORK	CATAWBA EXPRESS	Exxon	5595 HIGHWAY 5		Y	Y				Y	803-366-4405	323827
MECKLENBURG	TIMES TURN AROUND 44	BP	9821 ROCKY RIVER RD		Y	Y				Y	704-921-4254	680350
MECKLENBURG	SPEEDWAY 7990	Speedway	10925 UNIVERSITY CITY BLVD	Y		Y				Y	704-503-3904	339015
MECKLENBURG	QT 1032	QuikTrip	11230 N TRYON ST							Y	704-549-8712	434845
MECKLENBURG	7-ELEVEN 35542	Exxon	4300 WILGROVE MINT HILL RD	Y			Y			Y	704-573-1919	557724
MECKLENBURG	PRIME EXPRESS	Shell	13720 MALLARD CREEK RD			Y				Y	980-209-0789	589983
MECKLENBURG	7-ELEVEN 35589	Exxon	1901 PAVILION BLVD	Y			Y			Y	704-790-2593	557739
MECKLENBURG	7-ELEVEN 35547	Exxon	9608 UNIVERSITY CITY BLVD	Y		Y	Y			Y	704-548-0505	557722
MECKLENBURG	CIRCLE K #5112	Circle K	9501 UNIVERSITY CITY BLVD	Y		Y				Y	704-549-0847	932910
MECKLENBURG	SPEEDWAY 7989	Speedway	10207 N TRYON ST	Y		Y				Y	704-547-1003	339010
MECKLENBURG	KANGAROO EXPRESS 3971	Shell	10000 N TRYON ST	Y		Y				Y	704-714-5064	888854
MECKLENBURG	7-ELEVEN 35588	Exxon	10023 N TRYON ST	Y		Y	Y			Y	704-790-2590	557747
MECKLENBURG	CIRCLE K #5100	Shell	9221 ALBEMARLE RD	Y		Y				Y	704-567-8927	934439
MECKLENBURG	KANGAROO EXPRESS 3976	Shell	8910 ALBEMARLE RD	Y		Y				Y	704-831-6201	888946
MECKLENBURG	CIRCLE K 3978	Shell	8008 HARRIS STATION BLVD	Y		Y				Y	704-494-8496	888948
MECKLENBURG	CIRCLE K #1935	Shell	1809 ARBOR VISTA DR	Y		Y				Y	704-971-7129	886304
MECKLENBURG	CIRCLE K #8382*	Shell	9201 LAWYERS RD	Y		Y				Y	704-545-4318	934689
MECKLENBURG	RNK-MINT HILL	Exxon	9100 LAWYERS RD			Y				Y	704-545-4592	331187
MECKLENBURG	KANGAROO EXPRESS 3940	Shell	10409 MALLARD CREEK RD			Y				Y	704-503-3226	888841
MECKLENBURG	CIRCLE K #8381	Shell	7301 THE PLAZA	Y						Y	704-568-7169	934940
MECKLENBURG	CIRCLE K #5117	Shell	7214 THE PLAZA			Y				Y	704-536-3733	934934
MECKLENBURG	QT 1051	QuikTrip	7205 THE PLAZA							Y	704-537-7851	434635
MECKLENBURG	SAM'S MART #110	Exxon	8016 N TRYON ST	Y		Y				Y	704-548-8001	324764
MECKLENBURG	CIRCLE K 1553	Unbranded	7747 NORTH TRYON ST	Y		Y				Y	750-999-9999	329820
MECKLENBURG	QT 1070	QuikTrip	7115 S BLVD	Y		Y				Y	704-554-6413	434571
MECKLENBURG	KANGAROO EXPRESS 3927	Shell	7035 E W T HARRIS BLVD	Y		Y				Y	704-531-1697	327274
MECKLENBURG	7-ELEVEN 35548	Exxon	9025 MALLARD CREEK RD	Y		Y	Y			Y	704-510-9515	557721
MECKLENBURG	CIRCLE K #3209	Shell	5335 DOCIA CROSSING RD			Y				Y	704-947-8545	676888
MECKLENBURG	CIRCLE K #4522	76	7225 ALBEMARLE RD	Y						Y	704-537-0652	934433
MECKLENBURG	EASY SHOP II	BP	5724 E W T HARRIS BLVD			Y				Y	704-567-2059	599569
MECKLENBURG	DC MART	Valero	7008 ALBEMARLE RD	Y		Y				Y	704-606-5525	645511
MECKLENBURG	XPRESSMART	Shell	5601 N SHARON AMITY RD	Y		Y				Y	704-563-2433	973539
MECKLENBURG	CIRCLE K #3150	Circle K	7040 N TRYON ST	Y		Y				Y	704-509-1414	324613
MECKLENBURG	CIRCLE K #3267	Circle K	7010 UNIVERSITY BLVD	Y		Y				Y	704-599-8787	325146
MECKLENBURG	SIMON'S MART	Shell	6308 THE PLAZA			Y				Y	704-537-1411	675460
MECKLENBURG	QT 1053	QuikTrip	6721 ALBEMARLE RD	Y		Y				Y	704-563-1795	434568
MECKLENBURG	7-ELEVEN 35565	Exxon	6500 N TRYON ST	Y			Y			Y	704-509-4261	557765
MECKLENBURG	SM #25	Mobil	6201 N TRYON ST								704-563-3995	510837
MECKLENBURG	XPRESS MART #62	Shell	6300 ALBEMARLE RD			Y				Y	704-563-6733	865337
MECKLENBURG	CIRCLE K #8411	Circle K	7935 IDLEWILD RD	Y						Y	704-536-7210	934678
MECKLENBURG	KANGAROO EXPRESS 3938	Shell	6229 W SUGAR CREEK RD	Y		Y				Y	704-599-2357	888960
MECKLENBURG	QT 1016	QuikTrip	5700 N TRYON ST							Y	704-509-1368	434842
MECKLENBURG	SAMS MART #093	Exxon	5650 ALBEMARLE RD	Y		Y				Y	704-790-7078	944678
MECKLENBURG	QT 1059	QuikTrip	5209 CENTRAL AVE							Y	704-567-2346	434846
MECKLENBURG	7-ELEVEN 35591	Exxon	5124 CENTRAL AVE	Y			Y			Y	704-790-5559	557745
MECKLENBURG	CIRCLE K #8409	Circle K	4801 CENTRAL AVE	Y		Y				Y	704-563-2718	934434
MECKLENBURG	CIRCLE K # 5107	Shell	1300 W SUGAR CREEK RD	Y		Y				Y	704-597-8295	888732
MECKLENBURG	KANGAROO EXPRESS 3930	Mobil	4900 N TRYON ST	Y		Y				Y	704-494-4110	888800
MECKLENBURG	7-ELEVEN 39721	Exxon	1120 W SUGAR CREEK RD	Y		Y				Y	704-597-8235	354627
MECKLENBURG	CIRCLE K #3922	Circle K	7208 E INDEPENDENCE BLVD	Y						Y	704-537-7740	888917
MECKLENBURG	SAMS MART #82	Shell	12007 SAM ROPER DR			Y				Y	704-875-0935	664771
MECKLENBURG	MIGHTY MIDGET MART	Shell	4936 ALBEMARLE RD			Y				Y	704-537-8267	836187



CHARLOTTE-CONCORD-GASTONIA MSA (METRO AREA) - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24 Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MECKLENBURG	MURPHY USA #7688	Murphy	2010 GALLERIA BLVD	Y		Y				Y	704-849-6341	386705
MECKLENBURG	CIRCLE K #5105	Shell	4921 E INDEPENDENCE BLVD	Y		Y				Y	704-568-4782	934675
MECKLENBURG	SAM'S MART #80	Exxon	8325 OLD STATESVILLE RD			Y				Y	704-598-0352	881561
MECKLENBURG	KANGAROO EXPRESS 3945	Shell	4718 N GRAHAM ST	Y	Y	Y				Y	704-599-7062	888945
MECKLENBURG	CIRCLE K #4838	Shell	9726 MONROE RD	Y						Y	704-847-8477	888726
MECKLENBURG	CIRCLE K #5119	Shell	9100 MONROE RD	Y		Y				Y	704-844-8433	888718
MECKLENBURG	7-ELEVEN 35563	Mobil	3800 CENTRAL AVE	Y		Y	Y			Y	704-531-4961	557764
MECKLENBURG	U.S. GAIN - CHARLOTTE	Unbranded	4250 TRAILER DR	Y					Y	Y	920-831-8898	338827
MECKLENBURG	QT 1052	QuikTrip	3206 EASTWAY DR	Y		Y				Y	704-537-8404	434567
MECKLENBURG	7-ELEVEN 35587	Exxon	4300 N GRAHAM ST	Y		Y	Y			Y	704-790-2588	557746
MECKLENBURG	7-ELEVEN 35545	Mobil	10700 REAMES RD	Y		Y	Y			Y	704-596-6117	557723
MECKLENBURG	SAM'S MART #052	Exxon	5343 MONROE RD			Y				Y	704-536-9469	870152
MECKLENBURG	TIMES TURN AROUND 43	BP	7008 W W T HARRIS BLVD	Y		Y				Y	704-921-1555	331423
MECKLENBURG	7-ELEVEN 35554	Mobil	3024 CENTRAL AVE	Y		Y	Y			Y	704-535-7508	557727
MECKLENBURG	7-ELEVEN 35576	Exxon	2701 THE PLAZA	Y			Y			Y	704-370-3544	557956
MECKLENBURG	LOCAL MARKET #8	Exxon	3200 E INDEPENDENCE BLVD	Y		Y				Y	704-335-1575	406513
MECKLENBURG	FOOD MART	Unbranded	2605 CENTRAL AVE							Y	704-451-2887	440766
MECKLENBURG	7-ELEVEN 35559	Exxon	6401 OLD STATESVILLE RD	Y	Y	Y	Y			Y	704-599-0320	557760
MECKLENBURG	SAMS MART #037	Shell	2700 N TRYON ST	Y		Y				Y	704-376-1923	971423
MECKLENBURG	DEN'S MART	Citgo	2235 THE PLAZA	Y						Y	704-334-4002	891025
MECKLENBURG	SA FOOD MART	Citgo	1126 MORNINGSIDE DR							Y	704-910-1175	818220
MECKLENBURG	CIRCLE K #1678	Circle K	5018 SUNSET RD	Y		Y				Y	704-597-9680	934441
MECKLENBURG	QT 1029	QuikTrip	4937 SUNSET RD	Y		Y				Y	704-494-4601	434561
MECKLENBURG	7-ELEVEN 35590	Exxon	3301 MONROE RD	Y		Y	Y			Y	704-790-5549	557744
MECKLENBURG	SAM'S MART 071	Shell	4601 STATESVILLE RD	Y		Y				Y	704-597-5393	890911
MECKLENBURG	SAMS MART #036	Shell	4200 STATESVILLE RD	Y		Y				Y	704-509-0735	650468
MECKLENBURG	ADAM'S MART CITGO	Citgo	4116 STATESVILLE RD			Y				Y	704-599-1991	675795
MECKLENBURG	CHARLOTTE TRAVEL PLAZA	Shell	4601 SUNSET RD	Y	Y	Y				Y	704-597-7980	676416
MECKLENBURG	CIRCLE K # 5118	Circle K	4530 SUNSET RD	Y		Y				Y	704-398-2669	934432
MECKLENBURG	PILOT TRAVEL CENTER #275	Pilot	3807 STATESVILLE AVE	Y	Y	Y				Y	704-358-1006	890559
MECKLENBURG	7-ELEVEN 35575	Exxon	1501 N TRYON ST							Y	704-348-0902	557949
MECKLENBURG	CIRCLE K #5109	Shell	4474 RANDOLPH RD	Y						Y	704-442-1090	934694
MECKLENBURG	KANGAROO EXPRESS 3923	Shell	4500 RANDOLPH RD	Y		Y				Y	704-365-2723	888906
MECKLENBURG	CENTIPEDE FOOD MART	Citgo	1725 STATESVILLE AVE							Y	704-372-5004	337485
MECKLENBURG	SM #1103	Shell	1312 LASALLE ST			Y				Y	980-225-9695	533966
MECKLENBURG	QUICK N E-Z #13	Exxon	1323 LASALLE ST	Y		Y				Y	704-394-5200	930373
MECKLENBURG	7-ELEVEN 35586	Exxon	5701 OLD PROVIDENCE RD	Y			Y			Y	704-366-7594	557748
MECKLENBURG	SAM'S MART #106	Exxon	4235 PROVIDENCE RD	Y		Y				Y	704-631-8299	339679
MECKLENBURG	SAMS MART #007	Shell	2630 BEATTIES FORD RD	Y		Y				Y	704-399-4642	928424
MECKLENBURG	SAM'S MART #060	Shell	527 PROVIDENCE RD	Y	Y	Y				Y	704-375-2775	883667
MECKLENBURG	7-ELEVEN 35577	Exxon	2519 BEATTIES FORD RD	Y			Y			Y	704-392-4558	557749
MECKLENBURG	CIRCLE K #1884	Shell	701 N GRAHAM ST	Y		Y				Y	704-376-9844	888779
MECKLENBURG	CIRCLE K 3964	Circle K	935 CHARLOTTETOWNE AVE	Y					Y	Y	704-333-1014	888933
MECKLENBURG	SPEEDWAY 6943	Speedway	1485 HWY 66	Y		Y				Y	336-922-0413	339007
MECKLENBURG	QUICK FUEL 2602 CHARLOTTE	Unbranded	4061 N INTERSTATE SERVICE RD	Y	Y	Y				Y	800-522-6287	929945
MECKLENBURG	SAM'S MART #087	Shell	923 S KINGS DR	Y		Y				Y	704-332-7262	333207
MECKLENBURG	CIRCLE K #5101	Shell	3201 PINEVILLE MATTHEWS RD	Y						Y	704-541-8077	888728
MECKLENBURG	MARKET EXPRESS 335	Shell	10636 PROVIDENCE RD							Y	704-846-3597	683269
MECKLENBURG	CIRCLE K 8403	Circle K	1246 EAST BLVD	Y						Y	704-335-0040	932909
MECKLENBURG	7-ELEVEN 35579	Exxon	10806 PROVIDENCE RD	Y		Y	Y			Y	980-245-9188	557731
MECKLENBURG	CIRCLE K #3944	Circle K	11640 PROVIDENCE RD	Y		Y				Y	704-708-5662	888922
MECKLENBURG	B&K GAS	Mobil	3814 BROOKSHIRE BLVD	Y		Y				Y	980-430-3607	423195
MECKLENBURG	QT 1024	QuikTrip	4200 BROOKSHIRE BLVD							Y	704-391-5708	434844
MECKLENBURG	7-ELEVEN 35560	Exxon	4808 BROOKSHIRE BLVD	Y	Y	Y	Y			Y	704-394-2501	557761
MECKLENBURG	CIRCLE K #4747	Shell	2926 SELWYN AVE	Y						Y	704-375-7511	888725
MECKLENBURG	SAMS MART #08	Shell	4627 SHARON RD	Y		Y				Y	704-364-3710	928425
MECKLENBURG	CIRCLE K #5108	Circle K	4636 SHARON RD	Y		Y				Y	704-366-7555	934673
MECKLENBURG	CIRCLE K #3924	Circle K	6500 FAIRVIEW RD	Y		Y				Y	704-366-3117	888910
MECKLENBURG	7-ELEVEN 35570	Exxon	5455 BROOKSHIRE BLVD	Y	Y	Y	Y			Y	704-399-5200	557771

CHARLOTTE-CONCORD-GASTONIA MSA (METRO AREA) - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24 Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MECKLENBURG	KANGAROO EXPRESS 3935	Marathon	2200 S TRYON ST	Y		Y				Y	704-332-4421	888849
MECKLENBURG	7-ELEVEN 35556	Exxon	2601 SOUTH BLVD	Y			Y			Y	704-523-8304	557756
MECKLENBURG	7-ELEVEN 35585	Exxon	4401 PARK RD	Y			Y			Y	704-790-5556	557743
MECKLENBURG	GLEN MART	Exxon	4127 GLENWOOD DR		Y	Y				Y	704-241-4499	586954
MECKLENBURG	B&K GAS & MORE	Shell	4200 GLENWOOD DR	Y		Y				Y	704-394-1266	394737
MECKLENBURG	KANGAROO EXPRESS 3926	Marathon	4336 PARK RD	Y		Y				Y	704-523-0051	892935
MECKLENBURG	D-MART #1	Shell	2736 FREEDOM DR			Y				Y	704-392-5010	695072
MECKLENBURG	CIRCLE K #5111	Unbranded	2833 FREEDOM DR	Y		Y				Y	704-392-2366	934358
MECKLENBURG	SM MART	Citgo	3040 SOUTH BLVD			Y				Y	704-527-5653	635997
MECKLENBURG	CIRCLE K #1867	Circle K	6519 BROOKSHIRE BLVD	Y		Y				Y	704-395-9955	323837
MECKLENBURG	QT 1076	QuikTrip	116 CLANTON RD							Y	704-522-3877	434848
MECKLENBURG	ASHLEY RD BP	BP	1400 ASHLEY RD	Y		Y				Y	704-392-0797	370641
MECKLENBURG	MURPHY USA #7616	Murphy	2760 ASHLEY RD	Y		Y		Y		Y	704-395-6060	352463
MECKLENBURG	QT 1004	QuikTrip	3025 WILKINSON BLVD	Y		Y				Y	704-395-3474	434551
MECKLENBURG	STORE 734 GROCERY	Shell	629 WOODLAWN RD	Y		Y				Y	704-790-6433	337151
MECKLENBURG	CIRCLE K #3929	Shell	605 CLANTON RD	Y	Y	Y				Y	704-523-1171	327457
MECKLENBURG	7-ELEVEN 35578	Exxon	5200 PIPER STATION DR	Y		Y	Y			Y	704-790-5536	557726
MECKLENBURG	7-ELEVEN 35555	Exxon	835 CLANTON RD	Y		Y	Y			Y	704-523-8102	557755
MECKLENBURG	SAM'S MART #100	Exxon	4646 SOUTH BLD			Y				Y	980-495-6071	589343
MECKLENBURG	PIEDMONT NATURAL GAS-1-CNG	Unbranded	112 VERBENA ST	Y					Y	Y	864-809-3446	656720
MECKLENBURG	PIEDMONT NATURAL GAS-CNG	Unbranded	112 VERBENA ST	Y					Y	Y	864-809-3446	842312
MECKLENBURG	THE POP SHOPPE #132	Citgo	4640 OLD PINEVILLE RD	Y						Y	704-522-0374	741844
MECKLENBURG	QT 1071	QuikTrip	127 E WOODLAWN RD	Y		Y				Y	704-525-1008	434572
MECKLENBURG	SAM'S MART #049	Shell	5235 SOUTH BLVD	Y						Y	704-519-0724	968983
MECKLENBURG	SAMS MART #099	Exxon	100 E WOODLAWN RD	Y		Y				Y	980-495-6071	385500
MECKLENBURG	KANGAROO EXPRESS 3931	Marathon	3800 WILKINSON BOULEVARD	Y						Y	704-395-8819	888848
MECKLENBURG	CIRCLE K #3979	Circle K	9620 REA RD	Y		Y				Y	704-752-7861	888935
MECKLENBURG	QT 1072	QuikTrip	10910 GOLF LINKS DR							Y	704-841-0765	434847
MECKLENBURG	FUEL MART	Citgo	6100 SOUTH BLVD	Y						Y	704-556-0822	892336
MECKLENBURG	SM #103	Exxon	3215 QUEEN CITY DR								704-393-0034	529926
MECKLENBURG	KANGAROO EXPRESS 3965	Marathon	4923 S TRYON ST	Y		Y				Y	704-295-0223	888808
MECKLENBURG	KANGAROO EXPRESS #828	Kangaroo	18329 PARK RD	Y		Y				Y	704-543-0887	887436
MECKLENBURG	FUEL MART #5	Citgo	2651 WEST BLVD		Y	Y				Y	704-333-8877	967721
MECKLENBURG	QUICK-N-EZE MART	Citgo	2650 WEST BLVD							Y	704-391-2973	667478
MECKLENBURG	7-ELEVEN 35571	Exxon	2932 MT HOLLY HUNTERSVILLE RD	Y			Y			Y	704-392-4936	557773
MECKLENBURG	7-ELEVEN 35580	Exxon	7511 PINEVILLE MATTHEWS RD	Y		Y	Y			Y	704-790-2553	557732
MECKLENBURG	CIRCLE K #3928	Circle K	421 TYVOLA RD	Y		Y				Y	704-525-8024	181883
MECKLENBURG	SAM'S MART #077	Shell	3305 SCOTT FUTRELL DR	Y		Y				Y	980-219-7401	870202
MECKLENBURG	CIRCLE K #8357	Circle K	507 LITTLE ROCK RD	Y						Y	704-399-7818	934679
MECKLENBURG	7-ELEVEN 35568	Mobil	5115 OLD DOWD RD	Y		Y	Y			Y	704-395-2919	557769
MECKLENBURG	CIRCLE K#8404	Circle K	7905 SOUTH BLVD	Y		Y				Y	704-553-2837	934681
MECKLENBURG	7-ELEVEN 35569	Mobil	2514 LITTLE ROCK RD	Y			Y			Y	704-392-9030	557770
MECKLENBURG	TIMES TURN AROUND 31	BP	2600 LITTLE ROCK RD	Y		Y				Y	704-392-1430	905807
MECKLENBURG	CIRCLE K#5104	Shell	1308 SHARON RD W	Y		Y				Y	704-556-9345	934693
MECKLENBURG	SAM'S MART #070	Citgo	7837 NATIONAL FORD RD	Y		Y				Y	704-565-5401	333206
MECKLENBURG	CIRCLE K #8408	Shell	100 RED ROOF DR	Y						Y	704-525-9342	934438
MECKLENBURG	7-ELEVEN 35557	Exxon	8925 NATIONS FORD RD	Y			Y			Y	704-521-8006	557759
MECKLENBURG	7-ELEVEN 35562	Mobil	2825 LITTLE ROCK RD	Y	Y	Y	Y			Y	704-395-1674	557763
MECKLENBURG	CIRCLE K #3950	Circle K	15620 JOHN J DELANEY DR	Y		Y				Y	704-542-2963	888912
MECKLENBURG	SAM'S MART #204	Exxon	8924 PINEVILLE MATTHEWS RD	Y		Y				Y	704-790-2550	870214
MECKLENBURG	CIRCLE K #5114	Shell	8929 MATTHEWS-PINEVILLE RD			Y				Y	704-542-3841	934938
MECKLENBURG	YORKMONT BP	BP	2904 YORKMONT RD		Y	Y				Y	704-329-1417	518404
MECKLENBURG	7-ELEVEN 35561	Exxon	2901 YORKMONT RD	Y		Y	Y			Y	704-357-0701	557762
MECKLENBURG	ARROWOOD CITGO	Citgo	7741 S TRYON ST		Y	Y				Y	704-523-9268	422859
MECKLENBURG	7-ELEVEN 35583	Exxon	8010 S TRYON ST	Y		Y	Y			Y	704-790-5540	557735
MECKLENBURG	LOVE'S TRAVEL STOP #714	LOVES	2603 SAM WILSON RD	Y	Y	Y				Y	800-655-6837	496080
MECKLENBURG	QUICK FUEL 2601 CHARLOTTE	Unbranded	10801 TEXLAND BLVD	Y	Y	Y				Y	800-522-6287	928944
MECKLENBURG	KANGAROO EXPRESS 3941	Shell	8505 S TRYON ST	Y		Y				Y	704-587-0155	327271
MECKLENBURG	7-ELEVEN 35546	Mobil	735 WESTINGHOUSE BLVD	Y		Y	Y			Y	704-588-1669	557768

CHARLOTTE-CONCORD-GASTONIA MSA (METRO AREA) - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24 Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MECKLENBURG	QT 1065	QuikTrip	2326 SANDY PORTER RD	Y		Y				Y	704-587-9490	434570
MECKLENBURG	7-ELEVEN 35584	Exxon	8315 STEELE CREEK RD	Y		Y	Y			Y	704-790-5546	557736
MECKLENBURG	KANGAROO EXPRESS 3975	Shell	9424 S TRYON ST	Y	Y	Y				Y	704-588-4047	888947
MECKLENBURG	TRILLIUM CNG - BROOKFORD ST	Unbranded	9960 BROOKFORD ST	Y					Y	Y	800-920-1166	591744
MECKLENBURG	SAMS MART #105	Mobil	9308 STEELE CREEK RD	Y	Y	Y				Y	704-999-9999	589352
MECKLENBURG	7-ELEVEN 35582	Exxon	12710 S TRYON ST	Y			Y			Y	704-790-5543	557734
GASTON	HANDY PANTRY #4	Unbranded	1405 DALLAS CHERRYVILLE HWY			Y				Y	704-922-1453	865667
GASTON	MURPHY USA #7464	Murphy	2503 LINCOLN TON HWY			Y				Y	704-435-9303	986157
CHESTER	PANTRY EXPRESS #444	Unbranded	1960 HWY 72 BYPASS	Y		Y				Y	803-377-1072	695025
CHESTER	PANTRY EXPRESS #430	Shell	147 COLUMBIA ST			Y				Y	803-385-3534	881451
CHESTER	CIRCLE K #1504	Marathon	1801 J A COCHRAN BYP			Y				Y	803-581-0921	530737
CHESTER	LOWRY'S ONE STOP	Unbranded	2461 LOWRY'S HIGHWAY		Y	Y				Y	803-209-3307	399012
YORK	CIRCLE K 01505	Circle K	900 BETHEL ST	Y		Y				Y	803-222-6262	905710
YORK	KANGAROO EXPRESS 0621	Marathon	101 S MAIN ST	Y						Y	803-222-4957	958334
YORK	QT 1057	QuikTrip	4020 CHARLOTTE HWY	Y		Y				Y	803-831-7051	434585
YORK	KANGAROO EXPRESS 3968	Marathon	4044 CHARLOTTE HIGHWAY	Y		Y				Y	803-631-2747	888794
YORK	7-ELEVEN 35574	Exxon	4850 CHARLOTTE HWY	Y		Y				Y	803-831-7587	557750
YORK	KANGAROO EXPRESS 3962	Marathon	4568 Charlotte Hwy	Y						Y	803-831-7834	888824
YORK	MURPHY EXPRESS #8515	Murphy	138 HWY 274			Y				Y	803-831-7330	644913
YORK	JACOB'S FOOD MART #3	Exxon	927 N MAIN ST		Y	Y				Y	803-810-0275	886767
YORK	BORDERLINE MINI MART	BP	2170 HWY 321 N	Y	Y	Y				Y	803-222-9590	600792
YORK	365 CONVENIENCE STORE	Marathon	208 GATEWAY FARM RD			Y				Y	803-630-8365	461693
CABARRUS	QT 1030	QuikTrip	1862 WARREN C COLEMAN BLVD	Y		Y				Y	704-786-8748	434562
CABARRUS	KANGAROO EXPRESS 0860	Shell	1145 COPPERFIELD BLVD NE	Y		Y				Y	704-795-1920	954611
CABARRUS	SPEEDWAY 7988	Speedway	541 WARREN COLEMAN BLVD	Y		Y				Y	704-784-8879	339030
CABARRUS	KANGAROO EXPRESS 3960	Marathon	1529 CONCORD PKWY N	Y		Y				Y	704-786-4700	888822
CABARRUS	QT 1023	QuikTrip	1086 CONCORD PKWY N	Y		Y				Y	704-720-0616	434558
CABARRUS	CIRCLE K #1492	Circle K	279 WARREN C COLEMAN BLVD N	Y		Y				Y	704-792-1282	816562
CABARRUS	SPEEDWAY 7987	Speedway	475 CONCORD PKWY N	Y		Y				Y	704-784-2108	339029
CABARRUS	QT 1025	QuikTrip	859 CONCORD PKWY S	Y		Y				Y	704-786-7845	434559
CABARRUS	CIRCLE K #5103	Shell	4930 DAVIDSON HWY	Y		Y				Y	704-786-9810	933807
CABARRUS	QT 1012	QuikTrip	383 GEORGE LILES PKWY	Y		Y				Y	704-782-0531	434554
CABARRUS	7-ELEVEN 37110	Exxon	3710 CONCORD PKWY	Y		Y	Y			Y	704-792-1072	335614
CABARRUS	MURPHY EXPRESS #8738	Murphy	3985 CONCORD PKWY S			Y				Y	704-721-4947	604109
CABARRUS	7-ELEVEN 35558	Mobil	6886 POPLAR TENT RD	Y		Y				Y	704-786-1570	557728
CABARRUS	CONCORD SHOPS	Citgo	450 PITT SCHOOL ROAD		Y	Y				Y	704-788-1861	224557
CABARRUS	SAMS MART #101	Exxon	7340 POPLAR TENT RD	Y		Y				Y	704-795-1950	851206
CABARRUS	CIRCLE K #1490	Circle K	8100 POPLAR TENT RD	Y		Y				Y	704-721-0318	816560
CABARRUS	ODELL GROCERY	Marathon	1963 ODELL SCHOOL RD							Y	704-793-6399	586951
CABARRUS	7-ELEVEN 35550	Mobil	7740 BRUTON SMITH BLVD	Y		Y				Y	704-979-3110	557758
CABARRUS	CIRCLE K 3951	Circle K	8501 CONCORD MILLS BLVD	Y						Y	704-979-1570	888936
CABARRUS	CODDLE CREEK	Marathon	11181 MOORESVILLE RD			Y				Y	704-784-3317	198534
CABARRUS	QT 1021	QuikTrip	8820 CHRISTENBURY PKWY							Y	704-510-9542	434843
CABARRUS	CIRCLE K 1868	Circle K	8855 CHRISTENBURY PKWY	Y		Y				Y	704-766-0066	323529
MECKLENBURG	CIRCLE K #3270	Circle K	18635 OLD STATESVILLE RD	Y		Y				Y	704-895-5550	361753
MECKLENBURG	CIRCLE K 3947	Marathon	20008 W CATAWBA AVE	Y		Y				Y	704-987-5019	888924
MECKLENBURG	7-ELEVEN 35552	Exxon	19128 W CATAWBA AVE	Y		Y				Y	704-895-5250	557720
GASTON	KINGSWAY #22	Shell	245 MARKET ST			Y				Y	704-824-3647	831240
GASTON	TIMEOUT	Marathon	701 DALLAS STANLEY HWY			Y				Y	704-922-1199	529236
GASTON	WORLD #2	Shell	1008 DALLAS CHERRYVILLE HWY	Y		Y				Y	704-922-9509	967628
GASTON	WILL'S FOOD STORE #3	Citgo	3874 DALLAS HWY			Y				Y	704-922-7199	578852
LINCOLN	SPEEDWAY 7911	Speedway	1523 N NC HWY 16			Y				Y	704-483-1059	324417
LINCOLN	KANGAROO EXPRESS 3946	Marathon	7405 HIGHWAY 73	Y		Y				Y	704-827-6647	888923
LINCOLN	QT 1017	QuikTrip	7259 NC 73 HWY	Y		Y				Y	704-827-1624	434555
LINCOLN	MURPHY EXPRESS #8527	Murphy	7120 NC HWY 73			Y				Y	704-827-5616	986168
LINCOLN	SAMS MART #098	Shell	3650 N HWY 16	Y	Y	Y				Y	704-489-5242	607968
LINCOLN	DENVER MART	Citgo	3769 N HIGHWAY 16	Y	Y	Y				Y	704-489-2803	225049
YORK	TIMES TURN AROUND 10	BP	2488 HWY 21 BYPASS			Y				Y	803-548-0930	915371
YORK	CIRCLE K #1507	Circle K	621 HWY 21 BYPASS	Y		Y				Y	803-547-7350	663531

CHARLOTTE-CONCORD-GASTONIA MSA (METRO AREA) - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24 Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
YORK	LOVES TRAVEL STOP #333	LOVES	135 SUTTON RIDGE LN	Y	Y	Y				Y	803-802-7130	880757
YORK	MARKET EXPRESS 360	Shell	9540 CHARLOTTE HWY		Y	Y				Y	803-802-9325	683274
YORK	SM #1190	Shell	810 TOM HALL ST			Y				Y	803-548-0353	526652
YORK	FAIRWAY FUEL	Citgo	1290 TOM HALL ST			Y		Y		Y	803-548-2074	326604
YORK	QT 1062	QuikTrip	1312 HWY 160 EAST							Y	803-802-5818	434647
YORK	7-ELEVEN 35551	Mobil	9759 CHARLOTTE HWY	Y		Y				Y	803-547-0173	557754
YORK	SAM'S MART #081	Exxon	10130 CHARLOTTE HWY			Y				Y	803-578-7994	629421
YORK	TIMES TURN AROUND 45	BP	1010 CAROLINA PLACE DR			Y		Y		Y	803-548-5440	696339
YORK	QT 1060	QuikTrip	974 SUTTON RD	Y		Y				Y	803-802-9579	434586
YORK	CIRCLE K #5963	Shell	1766 HIGHWAY 160 W	Y		Y				Y	803-548-6228	873771
YORK	KANGAROO EXPRESS 3987-	Shell	2415 HIGHWAY 160 W			Y				Y	803-547-8340	327463
YORK	QT 1075	QuikTrip	891 GOLD HILL RD	Y		Y				Y	803-802-4795	434588
YORK	LAZY DAZE	Valero	940 GOLD HILL RD		Y	Y				Y	803-548-1148	362715
YORK	QT 1077	QuikTrip	3282 HWY 21	Y		Y				Y	803-547-5949	434589
YORK	KANGAROO EXPRESS 3969	Marathon	3473 HIGHWAY 21 BYP	Y		Y				Y	803-547-0714	888795
YORK	CIRCLE K #3943	Circle K	249 CAROWINDS BLVD	Y		Y				Y	803-547-0561	888929
YORK	7-ELEVEN 35581	Exxon	240 CAROWINDS BLVD	Y						Y	803-802-4490	557733
YORK	QT 1079	QuikTrip	265 CAROWINDS BLVD							Y	816-505-1609	434649
YORK	CIRCLE K #5116	Shell	262 CAROWINDS BLVD	Y						Y	803-547-6161	935368
GASTON	WILL'S FOOD STORE #5	Marathon	612 HICKORY GROVE RD		Y	Y				Y	704-827-3113	576393
GASTON	WILL'S FOOD STORE #2	Citgo	3732 S NEW HOPE RD			Y				Y	704-824-0410	578850
GASTON	KANGAROO EXPRESS 3973	Shell	3974 E FRANKLIN BLVD	Y		Y				Y	704-824-3779	888911
GASTON	CLEAN N GREEN GASTONIA	Unbranded	2712 LOWELL RD	Y				Y		Y	800-331-3441	600624
GASTON	WILL'S FOOD STORE #8	Marathon	3703 S NEW HOPE RD			Y				Y	704-824-8554	607045
GASTON	SPEEDWAY 7992	Speedway	3590 E FRANKLIN BLVD	Y	Y	Y				Y	704-823-0744	338778
GASTON	CIRCLE K #1496	Circle K	2509 S NEW HOPE RD	Y		Y				Y	704-868-2221	816758
GASTON	KANGAROO EXPRESS 3966	Shell	2434 S NEW HOPE RD	Y		Y				Y	704-866-8350	888915
GASTON	KANGAROO EXPRESS #3972	Circle K	516 COX RD	Y		Y				Y	704-862-0563	888953
GASTON	KANGAROO EXPRESS 3934	Shell	2483 E FRANKLIN BLVD	Y		Y				Y	704-865-3521	888793
GASTON	FASTOP MARKET #305	Unbranded	860 N NEW HOPE RD	Y		Y				Y	704-854-4904	896223
GASTON	TIMES TURN AROUND 25	BP	825 S NEW HOPE RD	Y		Y				Y	704-867-1746	836516
GASTON	KINGSWAY #20	Citgo	2201 KENDRICK RD							Y	704-864-2560	892152
GASTON	ZULA EXPRESS	Shell	1402 E OZARK AVE							Y	704-777-1819	887070
GASTON	LOCAL MARKET #7	Exxon	736 E FRANKLIN BLVD			Y				Y	704-865-0896	365414
GASTON	QT 1045	QuikTrip	310 E LONG AVE			Y				Y	704-866-7119	434566
GASTON	QT 1042	QuikTrip	2305 N CHESTER ST	Y		Y				Y	704-833-3008	434564
GASTON	KANGAROO EXPRESS #3974	Shell	2106 N CHESTER ST	Y	Y	Y				Y	704-862-0557	888954
GASTON	KANGAROO EXPRESS 3967	Marathon	2001 N CHESTER ST	Y	Y	Y				Y	704-868-8738	888796
GASTON	GARRISON BLVD EXXON	Exxon	340 E GARRISON BLVD							Y	704-865-2021	323512
GASTON	KINGSWAY #15	Citgo	2701 UNION RD			Y				Y	704-869-6552	892153
GASTON	TIMES TURN AROUND 22	BP	3050 UNION RD	Y		Y				Y	704-864-5888	844571
GASTON	CLEMMER'S CONVENIENCE	Exxon	109 E HUDSON BLVD			Y				Y	704-867-3260	861826
GASTON	QSC FOOD MART YORK	Citgo	2829 S YORK RD			Y				Y	980-289-1090	424595
GASTON	SPEEDWAY 7977	Speedway	2907 YORK HWY	Y	Y	Y				Y	704-867-2840	338758
GASTON	QT 1043	QuikTrip	1843 W FRANKLIN BLVD	Y		Y				Y	704-861-6211	434565
GASTON	KINGSWAY #04	Clark	1105 BESSEMER CITY RD	Y		Y				Y	704-864-0198	680458
GASTON	MURPHY USA #7058	Murphy	237 N. MYRTLE SCHOOL RD			Y				Y	704-854-3338	988442
GASTON	SPEEDWAY 7991	Speedway	2500 W FRANKLIN BLVD		Y	Y				Y	704-289-8748	338777
GASTON	SMART	Citgo	1721 BESSEMER CITY RD	Y	Y	Y				Y	704-867-3615	395629
ROWAN	CIRCLE K #1491	Circle K	217 SOUTH SALISBURY RD	Y		Y				Y	704-209-0217	816561
CHESTER	POPS #320	Shell	5409 PENDERGRASS BLVD							Y	803-482-2907	923417
CABARRUS	SAM'S MART #095	Shell	4025 HWY 49 S	Y	Y	Y				Y	704-567-8424	600978
CABARRUS	CIRCLE K #8378	Shell	5054 HIGHWAY 49 S	Y		Y				Y	704-455-2399	889504
CABARRUS	QT 1031	QuikTrip	5755 NC HWY 49 S	Y		Y				Y	704-455-2273	434563
MECKLENBURG	CIRCLE K #3121	Circle K	4505 HYLAS LN	Y		Y				Y	704-947-8006	334670
MECKLENBURG	7-ELEVEN 35592	Exxon	9502 MOUNT HOLLY HNTRSVLLE RD	Y			Y			Y	704-790-2584	557740
MECKLENBURG	7-ELEVEN 35544	Exxon	9701 SAM FURR RD	Y						Y	704-892-5779	557757
MECKLENBURG	7-ELEVEN 35549	Exxon	12906 ROSEDALE HILL AVE	Y	Y	Y				Y	704-947-3722	557752
MECKLENBURG	CIRCLE K #5102	Shell	9101 SAM FURR RD	Y						Y	704-895-8991	888729

CHARLOTTE-CONCORD-GASTONIA MSA (METRO AREA) - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24 Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MECKLENBURG	SM #108	Exxon	10343 CANE CREEK DR								704-563-3995	510829
MECKLENBURG	TIMES TURNAROUND 50	BP	14910 HWY 73			Y				Y	704-584-0253	605392
YORK	QT 1049	QuikTrip	8320 CHARLOTTE HWY	Y		Y				Y	803-548-3183	434575
YORK	QT 1048	QuikTrip	9565 CHARLOTTE HWY	Y		Y				Y	803-547-7148	434574
UNION	MARKET EXPRESS 350	Shell	7802 IDLEWILD RD		Y	Y				Y	704-882-9695	683272
UNION	SAMS MART #92	Exxon	5701 NC HWY 74 W	Y		Y				Y	704-288-2569	944679
UNION	7-ELEVEN 35596	Exxon	304 UNIONVILLE INDIAN TRAIL RD W	Y		Y				Y	980-245-9191	557738
UNION	FILL GOOD #17	BP	305 UNIONVILLE INDIAN TRAIL RD W			Y				Y	704-893-0994	440037
UNION	MURPHY USA 7610	Murphy	14049 E INDEPENDENCE RD	Y		Y				Y	704-628-9078	340122
UNION	MARKET EXPRESS 325	Shell	6732 OLD MONROE RD		Y	Y				Y	704-238-9797	683267
UNION	MARKET EXPRESS 310	Exxon	4303 OLD MONROE RD			Y				Y	704-821-5470	683264
UNION	CIRCLE K # 1501	Shell	1071 CHESTNUT LN			Y				Y	704-752-8569	934794
CABARRUS	PILOT TRAVEL CENTER #056	Pilot	2825 LANE ST	Y	Y	Y				Y	704-938-6800	890562
CABARRUS	QT 1044	QuikTrip	2790 LANE ST							Y	704-934-0014	434645
CABARRUS	KANGAROO EXPRESS 3470	Shell	3065 DALE EARNHARDT BLVD	Y		Y				Y	704-795-7124	930996
CABARRUS	SAMS CLUB #4797	Sams Club	2421 SUPERCENTER DR NE							Y	704-792-9000	366911
CABARRUS	QT 1003	QuikTrip	2585 DALE EARNHARDT BLVD	Y		Y				Y	704-933-2756	434550
CABARRUS	SPEEDWAY 7984	Speedway	2401 S CANNON BLVD	Y		Y				Y	704-547-1003	339028
CABARRUS	SPEEDWAY 7985	Speedway	2803 N CANNON BLVD	Y		Y				Y	704-933-8003	339016
CABARRUS	QT 1022	QuikTrip	821 CLOVERLEAF PLAZA	Y		Y				Y	704-788-8431	434557
CABARRUS	RON'S QUICK GROCERY	Marathon	418 S ENOCHVILLE AVE		Y	Y				Y	704-933-9612	198533
ROWAN	7-ELEVEN 35553	Exxon	2720 W C ST	Y						Y	704-933-3380	557753
LANCASTER	Y & J EXPRESS TOBACCO SHOP	Unbranded	2014 LYNWOOD DR							Y	706-450-6138	427750
LANCASTER	CRENCO #3890	Exxon	700 S MAIN ST			Y				Y	803-283-3058	399733
LANCASTER	CRENCO #3892	Exxon	1449 HWY 9 BYPASS W			Y				Y	803-283-4280	399730
LANCASTER	MURPHY EXPRESS #8528	Murphy	1260 HWY 9 BYPASS WE			Y				Y	803-283-0995	644916
LANCASTER	JACKS CONVENIENCE STORE	Unbranded	2190 PAGELAND HWY	Y	Y	Y				Y	803-283-9718	384657
LANCASTER	CRENCO #3893	Exxon	2475 CHARLOTTE HWY			Y				Y	803-286-9665	399734
LANCASTER	HINSONS TRADING POST	Unbranded	4457 TAXAHAW RD	Y		Y				Y	803-285-2286	932729
LANCASTER	BUFORD EXPRESS MART	Exxon	4433 PAGELAND HWY	Y	Y	Y				Y	803-286-4576	839861
ROWAN	HOMERUN MARKET #15	Shell	100 W RYDER AVE								704-856-0619	514753
LINCOLN	HOMERUN MARKET #5	Shell	3561 E NC-27								704-240-3187	514751
LINCOLN	TIMES TURN AROUND 04	BP	2568 E MAIN ST			Y				Y	704-732-6001	963552
LINCOLN	MURPHY EXPRESS #8703	Murphy	471 N GENERALS BLVD	Y		Y				Y	704-735-6018	604093
LINCOLN	KINGSWAY #18	Exxon	1316 N ASPEN ST			Y				Y	704-735-4421	896202
GASTON	QSC FOOD MART	Shell	714 MCADENVILLE	Y		Y				Y	704-879-4542	682957
GASTON	LOWELL MINI MART	Exxon	719 MCADENVILLE RD			Y				Y	704-718-4088	861827
UNION	SPI EXPRESS #4	Marathon	7037 E MARSHVILLE BLVD			Y				Y	704-624-5261	660023
UNION	SPI EXPRESS #6	Marathon	6706 E MARSHVILLE BLVD			Y				Y	704-624-5926	660025
UNION	SPEEDWAY 7997	Speedway	308 W MARSHVILLE BLVD	Y	Y	Y				Y	704-624-5616	339019
MECKLENBURG	CIRCLE K #5113	Shell	3424 MATTHEWS MINT HILL RD	Y		Y				Y	704-845-2079	888716
MECKLENBURG	7-ELEVEN 35594	Exxon	11208 E INDEPENDENCE BLVD	Y		Y				Y	980-245-9185	557742
MECKLENBURG	7-ELEVEN 35593	Exxon	1700 WINDSOR SQUARE DR	Y						Y	980-245-9182	557741
MECKLENBURG	KANGAROO EXPRESS 3925	Shell	100 E JOHN ST	Y		Y				Y	704-847-3198	888918
MECKLENBURG	SAM'S MART #023	Shell	668 W JOHN ST	Y		Y				Y	704-845-1260	905377
MECKLENBURG	QT 1028	QuikTrip	10621 MONROE RD			Y				Y	817-877-4237	434560
UNION	7-ELEVEN 35595	Exxon	15000 IDLEWILD RD	Y		Y				Y	704-628-8007	557737
UNION	MARKET EXPRESS 315	Shell	2800 OLD MONROE RD		Y	Y				Y	704-821-3171	683265
UNION	MARKET EXPRESS #355	Shell	6320 WEDDINGTON MONROE RD			Y				Y	704-684-1433	683273
CABARRUS	B&D MART	Exxon	4445 HIGHWAY 27 E		Y	Y				Y	704-888-5285	870138
CABARRUS	SPEEDWAY 7974	Speedway	4350 HIGHWAY 24 27 E	Y	Y	Y				Y	704-888-3377	324449
UNION	KANGAROO EXPRESS 3980	Shell	5905 WAXHAW HWY			Y				Y	704-843-5660	888943
MECKLENBURG	SPEEDWAY 7975	Speedway	13354 ALBEMARLE RD	Y		Y				Y	704-573-0557	339020
UNION	SPI EXPRESS #3	Marathon	2623 SIKES MILL RD			Y				Y	704-226-1035	660022
UNION	FAIRVIEW EXXON	Exxon	7502 CONCORD HWY	Y	Y	Y				Y	704-753-1925	870159
UNION	SPI EXPRESS #7	Marathon	2303 MORGAN MILL RD			Y				Y	704-289-7007	660026
UNION	KANGAROO EXPRESS 3981	Marathon	1805 MORGAN MILL RD	Y		Y				Y	704-225-8038	888938
UNION	MARKET EXPRESS 300	Shell	600 W ROOSEVELT BLVD	Y	Y	Y				Y	704-282-8225	683262
UNION	QT 1074	QuikTrip	603 W ROOSEVELT BLVD	Y		Y				Y	704-283-1772	434573

CHARLOTTE-CONCORD-GASTONIA MSA (METRO AREA) - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24 Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
UNION	SPI EXPRESS #1	Marathon	1907 OLD CHARLOTTE HWY			Y				Y	704-283-5058	660020
UNION	SPI EXPRESS #2	Marathon	101 W SUNSET DR							Y	704-289-6535	660021
UNION	FILL GOOD #15	BP	4102 W HIGHWAY 74	Y	Y	Y				Y	704-291-9961	440038
UNION	KANGAROO EXPRESS 3985	Shell	3006 OLD CHARLOTTE HWY	Y		Y				Y	704-283-8884	888937
UNION	KANGAROO EXPRESS 3045	Kangaroo	4103 W HIGHWAY 74	Y		Y				Y	704-289-6199	886616
UNION	KANGAROO EXPRESS 3983	Marathon	1692 W FRANKLIN ST	Y		Y				Y	704-225-0336	888832
UNION	QT 1054	QuikTrip	5650 W HWY 74	Y		Y				Y	704-225-0343	434569
UNION	KANGAROO EXPRESS 3986	Shell	2226 LANCASTER AVE	Y		Y				Y	704-238-0889	888942
UNION	KANGAROO EXPRESS 3982	Shell	3503 WEDDINGTON RD	Y		Y				Y	704-226-1138	888939
IREDELL	KANGAROO EXPRESS 0784	Kangaroo	703 N MAIN ST	Y		Y				Y	704-663-6153	530754
IREDELL	KANGAROO EXPRESS 3023	Exxon	598 N MAIN ST			Y				Y	704-663-1539	530750
IREDELL	FAST PHILS #503	Citgo	625 E PLAZA DR			Y				Y	704-663-7993	338907
IREDELL	KANGAROO EXPRESS 0172	Marathon	354 S MAIN ST	Y		Y				Y	704-663-7217	676709
IREDELL	SPEEDWAY 7978	Speedway	152 E PLAZA DR			Y				Y	704-664-2393	338755
IREDELL	JALA BAPA 2020	Citgo	133 E PLAZA DR	Y		Y				Y	704-664-0823	529585
IREDELL	QT 1008	QuikTrip	161 W PLAZA DR	Y		Y				Y	704-660-0153	434552
IREDELL	CIRCLE K #1489	Circle K	255 W PLAZA DR	Y		Y				Y	704-662-0386	816559
IREDELL	FAST PHILS #502	Citgo	3178 CHARLOTTE HWY		Y	Y				Y	704-663-6863	338909
IREDELL	D MART #5	Exxon	388 W PLAZA DR			Y				Y	704-799-1100	339362
IREDELL	HOMERUN MARKET #16	Shell	223 MEDICAL PARK RD							Y	704-799-2239	514754
IREDELL	HOME RUN MARKET #1	Shell	468 RIVER HWY			Y				Y	704-663-5372	229118
IREDELL	SPEEDWAY 7979	Speedway	571 RIVER HWY	Y		Y				Y	704-663-6737	338759
IREDELL	SAMS CLUB #4917	Sams Club	646 RIVER HWY			Y				Y	704-360-6020	367044
IREDELL	HOMERUN MARKET #18	Shell	336 WILLIAMSON RD			Y				Y	704-799-0470	502625
IREDELL	HOMERUN MARKET 17	Shell	115 MECKLYNN RD			Y				Y	704-765-9766	648239
IREDELL	QT 1009	QuikTrip	680 RIVER HWY	Y		Y				Y	704-664-0855	434553
IREDELL	FAST PHILS #9	Citgo	1111 BRAWLEY SCHOOL RD	Y						Y	704-664-7004	338902
IREDELL	HOMERUN MARKET #3	Shell	1228 RIVER HWY							Y	704-663-7078	514749
GASTON	CIRCLE A FOOD STORE	Unbranded	1301 N MAIN ST			Y				Y	704-820-2858	325170
GASTON	WILL'S FOOD STORE #1	Shell	1002 W CHARLOTTE AVE			Y				Y	704-820-9771	578851
GASTON	XPRESS MARKET 01	Citgo	703 TUCKASEEGE ROAD			Y				Y	704-812-8620	393624
GASTON	WESTVIEW GROCERY	BP	1021 WEST CATAABA AVE		Y	Y				Y	704-827-1300	386547
GASTON	WILL'S FOOD STORE #6	Exxon	4010 HICKORY GROVE RD		Y	Y				Y	704-820-9771	576394
CABARRUS	CIRCLE K #8387	Shell	8425 HIGHWAY 49 N	Y						Y	704-436-2977	934800
MECKLENBURG	SAM'S MART #079	Exxon	10222 JOHNSTON ROAD		Y	Y		Y		Y	704-752-3935	910178
MECKLENBURG	7-ELEVEN 35564	Mobil	105 S POLK ST	Y		Y	Y			Y	704-227-0270	557729
MECKLENBURG	BM FOODMART SHELL	Shell	12740 LANCASTER HWY			Y				Y	704-341-8443	695382
CHESTER	QT 1093	QuikTrip	3190 LANCASTER HWY							Y	803-789-6109	434849
YORK	CRENCO #3894	Exxon	2436 MT HOLLY RD			Y				Y	803-324-4302	399731
YORK	FLYING J #714	FLYING J	2435 MOUNT HOLLY RD	Y	Y	Y				Y	803-328-5700	207580
YORK	SCOTCHMAN 3721	BP	1500 ALBRIGHT RD	Y		Y				Y	803-324-1477	332664
YORK	QT 1092	QuikTrip	1169 S ANDERSON RD	Y	Y	Y				Y	803-329-2535	435534
YORK	PRIDE MART #177	Unbranded	1011 ANDERSON RD S		Y	Y				Y	803-326-2022	426388
YORK	QT 1091	QuikTrip	990 S CHERRY RD	Y		Y				Y	803-981-9249	434590
YORK	YORK CNTY NATURAL GAS AUTHORT	Unbranded	971 W MAIN ST	Y	Y			Y		Y	803-323-5376	984864
YORK	SAMS CLUB #6236	Sams Club	2474 CROSS POINT DR			Y				Y	803-372-6500	365968
YORK	CIRCLE K #3953	Circle K	618 TINSLEY WAY	Y		Y				Y	803-324-2568	888900
YORK	KANGAROO EXPRESS 3977	Exxon	499 S HERLONG AVE	Y		Y				Y	803-324-2544	888855
YORK	MURPHY USA #6749	Murphy	2371 N DAVE LYLE BLVD			Y				Y	803-325-8674	644379
YORK	WAL-MART #6962	Walmart	1225 CHERRY RD			Y				Y	803-324-1245	366624
YORK	ONE SMART STOP	Mobil	655 ANDERSON RD N			Y				Y	803-366-5166	983568
YORK	QT 1098	QuikTrip	664 ANDERSON RD N	Y		Y				Y	803-327-0006	434591
YORK	QT 1061	QuikTrip	3836 CELANESE RD	Y		Y				Y	803-980-1696	434587
YORK	KANGAROO EXPRESS 3932	Shell	2541 CHERRY RD	Y		Y				Y	803-324-2612	888898
YORK	CIRCLE K #8401	Shell	1839 CELANESE RD	Y		Y				Y	803-366-4007	935369
YORK	MURPHY EXPRESS #8589	Murphy	105 SECESSION WAY			Y				Y	803-366-1001	644922
YORK	QT 1099	QuikTrip	1195 RIVERVIEW RD	Y		Y				Y	803-817-7641	434592
YORK	CAMMY EXPRESS	Shell	1397 CELANESE RD			Y				Y	803-366-6756	895095
YORK	KANGAROO EXPRESS 3952	Marathon	1420 CELANESE RD	Y		Y				Y	803-327-9016	888791

CHARLOTTE-CONCORD-GASTONIA MSA (METRO AREA) - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24 Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
YORK	SM MART RIVERSTOP	BP	3900 MT GALLANT RD		Y	Y				Y	803-329-0002	602256
ROWAN	KANGAROO EXPRESS 0130	Kangaroo	264 E MAIN ST	Y						Y	704-279-5675	887206
ROWAN	SM MART	BP	8770 HIGHWAY 52			Y				Y	704-279-5866	340606
ROWAN	RUSHCO FOOD STORE #18	BP	1190 LONG FERRY RD			Y				Y	704-603-8095	689517
ROWAN	CIRCLE K #5115	Shell	1015 E INNES ST	Y		Y				Y	704-636-8562	934793
ROWAN	MURPHY EXPRESS #8520	Murphy	1010 FREELAND DR			Y				Y	704-636-3461	990439
ROWAN	SPEEDWAY 7986	Speedway	500 E INNES ST	Y		Y				Y	704-645-0677	339021
ROWAN	SHEETZ 0470	Sheetz	1405 OLD CONCORD RD	Y	Y	Y				Y	704-633-1051	598078
ROWAN	CITGO POP SHOPPE 148	Citgo	1831 W INNES ST	Y		Y				Y	704-637-3839	450490
ROWAN	SAM'S MART #072	Shell	830 JAKE ALEXANDER BLVD S	Y		Y				Y	704-637-0726	870200
ROWAN	SPEEDWAY 7982	Speedway	827 JAKE ALEXANDER BLVD W	Y	Y	Y				Y	704-633-7856	339027
ROWAN	HOMERUN MARKET #12	BP	2010 STATESVILLE BLVD	Y						Y	704-636-0022	430992
ROWAN	CIRCLE K #3189	Circle K	2270 STATESVILLE BLVD	Y		Y				Y	704-633-8977	887471
ROWAN	SPEEDWAY 7973	Speedway	3410 S MAIN ST	Y		Y				Y	704-630-1108	334989
ROWAN	LOVE'S TRAVEL STOP # 507	LOVES	1105 PEELER RD	Y	Y	Y				Y	704-630-6767	760718
ROWAN	PILOT 7983	Pilot	985 PEELER RD	Y	Y	Y				Y	704-638-0855	350522
ROWAN	HOMERUN MARKET 14	BP	3005 HWY 152			Y				Y	704-857-4808	437362
ROWAN	MIKEYS #1	Shell	5810 S MAIN ST			Y				Y	704-857-4991	675441
ROWAN	KANGAROO EXPRESS 0182	BP	300 S SALISBURY AVE	Y						Y	704-637-5708	846909
UNION	SAM'S MART #84	Exxon	2700 OLD MONROE RD	Y		Y				Y	704-234-0347	850531
GASTON	WILL'S FOOD STORE #7	Shell	401 HWY 27 S	Y	Y	Y				Y	704-820-9771	649821
IREDELL	BEAVERS GENERAL STORE	Unbranded	646 MOCKSVILLE HWY							Y	704-838-0843	332970
IREDELL	FAST PHILS #7	Citgo	309 MOCKSVILLE HWY		Y	Y				Y	704-873-7986	338904
IREDELL	LOVE'S TRAVEL STOP #497	LOVES	229 MOCKSVILLE HWY SUITE A	Y	Y	Y				Y	800-655-6837	405046
IREDELL	SHEETZ 0621	Sheetz	1520 SALISBURY HWY	Y		Y				Y	800-765-4686	355254
IREDELL	KANGAROO EXPRESS 0158	Marathon	1803 SAFRIET LOOP	Y						Y	704-872-1446	530755
IREDELL	MARKET BASKET #17	Shell	1504 SALISBURY HWY								704-871-8749	514747
IREDELL	FAST PHILS #17	Citgo	939 TURNERSBURG HWY							Y	704-876-3626	338903
IREDELL	HOMERUN MARKET 10	Shell	1502 E BROAD ST	Y						Y	704-883-0400	967294
IREDELL	TIMES TURN AROUND 51	BP	1205 GARNER BAGNAL BLVD			Y				Y	704-872-0700	874440
IREDELL	HOMERUN MARKET #9	Citgo	1501 E BROAD ST								704-872-6471	514759
IREDELL	7-ELEVEN 36073	Exxon	849 TURNERSBURG HWY	Y	Y	Y				Y	704-876-6238	663204
IREDELL	TOMLIN MILLS	76	1025 TOMLIN MILL RD		Y	Y				Y	704-876-4440	435828
IREDELL	HOMERUN MARKET #11	BP	583 TURNERSBURG HWY								704-585-6437	514761
IREDELL	SPEEDWAY 7970	Speedway	122 TURNERSBURG HWY			Y				Y	704-573-0557	338776
IREDELL	KANGAROO EXPRESS 3948	Marathon	131 TURNERSBURG HWY	Y		Y				Y	704-872-2635	888806
IREDELL	SHEETZ 0405	Sheetz	1244 WILKESBORO HWY	Y		Y				Y	704-873-1193	598105
IREDELL	HOME RUN MARKET #2	BP	1310 WILKESBORO HWY			Y				Y	704-873-4265	746826
IREDELL	FAST PHILS #501	Citgo	3208 TAYLORSVILLE HWY	Y		Y				Y	704-878-2009	338906
IREDELL	HOME RUN MARKET 8	Shell	1920 OLD MOUNTAIN RD	Y	Y	Y				Y	704-873-5915	991729
IREDELL	SHEETZ 0524	Sheetz	1023 CHARLOTTE HWY	Y	Y	Y				Y	704-528-2220	598155
IREDELL	STOP & SAVE EXXON	Exxon	121 JULIAN PLACE			Y				Y	704-528-7132	387528
IREDELL	FAST PHILS #5	Unbranded	155 N MAIN ST							Y	704-528-5640	338901
IREDELL	4-BROTHERS FOOD #306	Unbranded	605 NORTH MAIN ST	Y		Y				Y	704-528-6890	589100
IREDELL	7-ELEVEN 36075	Exxon	1460 W MEMORIAL HWY	Y	Y	Y				Y	704-539-5346	663205
UNION	MARKET EXPRESS #370	Shell	13801 PROVIDENCE RD			Y				Y	704-846-2101	870237
UNION	KANGAROO EXPRESS 3984	Marathon	601 E SOUTH MAIN ST	Y		Y				Y	704-843-9617	888833
ROWAN	WOODLEAF BP	BP	3335 HWY 801	Y		Y				Y	704-278-9100	323801
YORK	KANGAROO EXPRESS 3949-888826	Shell	910 E LIBERTY ST	Y		Y				Y	803-684-7789	888934
YORK	CIRCLE M #46	Exxon	1662 E ALEXANDER LOVE HWY	Y	Y	Y				Y	803-684-5575	678201
YORK	MURPHY EXPRESS #8698	Murphy	369 ARROW RD			Y				Y	803-628-1228	644930
YORK	K&T EXPRESS	Shell	632 US HIGHWAY 321 BYP		Y	Y				Y	803-684-1433	905454
YORK	TIMES TURN AROUND 36	BP	950 US HIGHWAY 321 BYP	Y	Y	Y				Y	803-684-0707	853687
YORK	TIMES #53	BP	1129 FILBERT HWY	Y		Y				Y	803-233-1394	589358
<b>ACCEPTANCE LOCATIONS IN THE CHARLOTTE MSA METRO AREA</b>				<b>304</b>	<b>75</b>	<b>373</b>	<b>37</b>	<b>4</b>	<b>7</b>	<b>457</b>		

**State of North Carolina – Fuelman Acceptance Locations  
(Fuel Site Listing)**



## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MOORE	SPEEDWAY 7900	Speedway	1206 N SANDHILLS BLVD			Y				Y	910-944-7992	339408
MOORE	SPEEDWAY 8673	Speedway	1760 N CAROLINA 5			Y				Y	910-295-4935	339404
MOORE	KANGAROO EXPRESS 3301	BP	11495 US HIGHWAY 15 501	Y	Y	Y				Y	910-944-2802	846997
DAVIE	SPEEDWAY 7918	Speedway	5427 US HWY 158			Y				Y	336-940-3171	338744
DAVIE	4-BROTHERS FOOD #310	BP	111 NC HIGHWAY 801 N	Y						Y	336-940-2363	339107
DAVIE	SHEETZ 0594	Sheetz	286 NC HWY 801 N	Y		Y				Y	336-941-9240	339370
HERTFORD	DUCK THRU FOOD STORE #03	Shell	401 NC HIGHWAY 561 W		Y	Y				Y	252-332-2221	935710
HERTFORD	SPEEDWAY 6970	Speedway	1000 MEMORIAL DR E	Y		Y				Y	252-332-4212	339670
HERTFORD	SPEEDWAY 8223	Speedway	520 MAIN ST W	Y		Y				Y	252-332-7552	339648
HERTFORD	DUCK THRU FOOD STORE #08	Shell	1300 MEMORIAL DR E	Y	Y	Y				Y	252-332-2832	879300
HERTFORD	MURPHY USA #8733	Murphy	2140 US 13 S	Y		Y				Y	252-209-0338	604105
STANLY	SPEEDWAY 7995	Speedway	641 HWY 24	Y						Y	910-276-4642	339032
STANLY	SPEEDWAY 7993	Speedway	1702 US HIGHWAY 52 N	Y	Y	Y				Y	704-983-5082	339031
STANLY	SPEEDWAY 7994	Speedway	2325 US HIGHWAY 52 N	Y		Y				Y	704-982-2144	339014
STANLY	MURPHY USA #7214	Murphy	721 LEONARDAVE			Y				Y	704-984-6236	986133
HARNETT	KANGAROO EXPRESS 3121	Kangaroo	770 N RALEIGH ST	Y		Y				Y	919-639-2327	886610
HARNETT	SPEEDWAY 8232	Speedway	24 S RALEIGH ST			Y				Y	919-639-3380	339401
WAKE	CRUIZERS #47	Mobil	10525 US HWY 64 E				Y			Y	919-363-4280	340905
WAKE	APEX MARKET	BP	1720 OLIVE CHAPEL RD								984-229-7668	512682
WAKE	KANGAROO EXPRESS 3795	Exxon	1410 W WILLIAMS ST							Y	919-363-4582	881345
WAKE	A & K FOOD MART #2	Shell	601 W WILLIAMS ST							Y	919-303-5101	905713
WAKE	KANGAROO EXPRESS 3797	Exxon	302 E WILLIAMS ST			Y				Y	919-387-3947	881677
WAKE	KANGAROO EXPRESS 0457	BP	705 E WILLIAMS ST	Y						Y	919-362-1164	846961
WAKE	MURPHY USA 7613	Murphy	3211 APEX PEAKWAY	Y		Y				Y	919-303-0598	340123
WAKE	KANGAROO EXPRESS 0846	BP	1800 LAURA DUNCAN RD	Y		Y				Y	919-387-7894	846960
WAKE	A & K FOOD MART #1	Shell	1307 E WILLIAMS ST							Y	919-362-1655	965826
WAKE	CIRCLE K #3302	Circle K	1414 E WILLIAMS ST	Y						Y	919-362-5131	342374
WAKE	QFF 4805 SCHIEFFELIN RD	Unbranded	2540 SCHIEFFELIN RD	Y	Y	Y				Y	800-665-5529	985776
WAKE	SHEETZ 0540	Sheetz	4000 LUFKIN RD	Y		Y				Y	919-303-3443	442700
WAKE	CIRCLE K #3633	Circle K	2105 TEN TEN RD	Y	Y	Y				Y	919-387-3800	342350
WAKE	CIRCLE K #3635	Circle K	4402 TEN TEN RD	Y		Y				Y	919-363-7650	342553
GUILFORD	BP ZINGO EXPRESS #6	BP	1128 LIBERTY RD		Y	Y				Y	336-431-5071	429269
GUILFORD	BP ZING EXPRESS #1	BP	11612 N MAIN ST			Y				Y	336-861-9693	429209
BUNCOMBE	KOOUNTY LINE FLETCHER	Shell	2628 HENDERSONVILLE RD	Y	Y	Y				Y	828-687-7223	923942
BUNCOMBE	815 ENMARK ARDEN	Unbranded	2580 HENDERSONVILLE RD			Y				Y	828-684-0216	744343
BUNCOMBE	SE 1416	Shell	2251 HENDERSONVILLE RD	Y		Y				Y	828-687-0557	351749
BUNCOMBE	FASTOP MARKET #306	Unbranded	314 AIRPORT RD			Y				Y	828-684-1600	870375
BUNCOMBE	SE 1412	Shell	443 AIRPORT RD	Y		Y				Y	828-654-9033	351747
BUNCOMBE	SE 1409	Shell	377 LONG SHOALS RD	Y		Y				Y	828-676-2276	351745
RANDOLPH	MURPHY USA #8734	Murphy	1280 E DIXIE DR			Y				Y	336-318-4558	604106
RANDOLPH	SHEETZ 0454	Sheetz	1065 E DIXIE DR	Y		Y				Y	336-328-0213	598074
RANDOLPH	SPEEDWAY 7942	Speedway	534 N FAYETTEVILLE STREET			Y				Y	336-625-6269	339409
RANDOLPH	SPEEDWAY 7943	Speedway	509 W DIXIE DRIVE			Y				Y	336-626-5891	339410
RANDOLPH	ECONO MART #02	Citgo	1140 US HIGHWAY 64 W	Y	Y	Y				Y	336-629-4677	892381
BUNCOMBE	ROADRUNNER BP #152	BP	1411 TUNNEL RD	Y		Y				Y	828-299-0047	849957
BUNCOMBE	844 ENMARK ASHEVILLE	Unbranded	825 TUNNEL RD							Y	828-299-0270	744345
BUNCOMBE	SPEEDWAY 7914	Speedway	648 HENDERSONVILLE RD	Y		Y				Y	828-274-5099	338561
BUNCOMBE	325 ENMARK MERRIMON	Unbranded	203 MERRIMON AVE							Y	828-254-0101	744340
BUNCOMBE	ROADRUNNER SHELL #160	Shell	40 MERRIMON AVE			Y				Y	828-254-2373	677031
BUNCOMBE	SAMS CLUB #6452	Sams Club	645 PATTON AVE							Y	828-251-9791	367628
BUNCOMBE	315 ENMARK LEICESTER	Unbranded	125 NEW LEICESTER HWY							Y	828-252-2636	744339
BUNCOMBE	SPEEDWAY 7913	Speedway	158 SMOKEY PARK HWY	Y		Y				Y	828-670-7188	338560
BUNCOMBE	ROADRUNNER BP #150	BP	295 SMOKEY PARK HWY			Y				Y	828-665-8177	849956
BUNCOMBE	SE 1418	Shell	301 SMOKY PARK HWY	Y		Y				Y	828-667-0625	351751
BUNCOMBE	ROADRUNNER BP #148	BP	491 SARDIS RD	Y		Y				Y	828-665-1003	849955
CARTERET	SCOTCHMAN 3057	Exxon	303 ATLANTIC BEACH CSWY							Y	252-726-0345	742506
CARTERET	KANGAROO EXPRESS 0918	BP	407 E FT MACON RD			Y				Y	252-726-8974	846965
PITT	SPEEDWAY 8220	Speedway	138 3RD ST	Y		Y				Y	252-746-2878	339937
PITT	SPEEDWAY 7958	Speedway	170 3RD ST	Y						Y	252-746-8100	339930

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
AVERY	SPEEDWAY 7925	Speedway	10656 NC HIGHWAY 105 S		Y	Y				Y	828-963-7750	338552
AVERY	SCOTCHMAN 3100	Shell	4530 TYNE CASTLE HWY	Y		Y				Y	828-898-9808	742528
AVERY	SCOTCHMAN 3104	Unbranded	2015 TYNECASTLE HWY			Y				Y	828-898-3938	512023
AVERY	KANGAROO EXPRESS 0250	Kangaroo	379 SHAWNNEEHAW AVE	Y						Y	828-898-5318	530753
EDGEcombe	EP #4	Exxon	7023 NC HWY 4	Y	Y	Y				Y	252-442-0964	338830
CARTERET	BP ZINGO EXPRESS #7	BP	2559 HWY 101			Y				Y	252-838-8850	429270
CARTERET	SPEEDWAY 8271	Speedway	1800 LIVE OAK ST	Y		Y				Y	252-728-2513	340285
BEAUFORT	SPEEDWAY 6969 TRUCKSTOP	Speedway	835 W MAIN ST	Y	Y	Y				Y	252-943-2483	324440
BEAUFORT	SPEEDWAY 8294	Speedway	550 US HIGHWAY 264 BYP	Y		Y				Y	252-944-0300	339949
GASTON	TIMES TURN AROUND 30	Amoco	200 BEATTY DR	Y		Y				Y	704-827-9733	216997
GASTON	TIMES TURN AROUND 39	BP	6751 WILKINSON BLVD	Y		Y				Y	704-825-4852	331424
GASTON	MURPHY USA #7315	Murphy	100 CALDWELL FARM RD			Y				Y	704-829-7764	986134
GASTON	CIRCLE K #8379	Shell	101 MT HOLLY RD	Y		Y				Y	704-822-1921	934688
GASTON	KANGAROO EXPRESS 3957	Shell	6441 W WILKINSON BLVD	Y		Y				Y	704-825-8452	888952
GASTON	HANDY PANTRY 164	Unbranded	505 S CENTRAL AVE							Y	704-825-9576	967626
JOHNSTON	SHEETZ 0479	Sheetz	13433 NC HIGHWAY 210	Y		Y		Y		Y	919-207-1440	598140
JOHNSTON	SCOTCHMAN 3154	Mobil	12320 NC HWY 210	Y		Y				Y	919-209-0282	742382
JOHNSTON	SOUTHERN WOODS & WATERS	Marathon	3405 NC-242		Y	Y				Y	919-894-5224	426219
GASTON	KINGSWAY #05	Citgo	201 S 14TH ST			Y				Y	704-629-3461	332653
DUPLIN	SPEEDWAY 8272	Speedway	114 S JACKSON ST	Y		Y				Y	910-298-8310	340286
DUPLIN	SPEEDY MART	Unbranded	105 E MAIN ST	Y	Y	Y				Y	910-298-4065	179788
MONTGOMERY	MURPHY USA #6556	Murphy	125 MONTGOMERY CROSSING			Y				Y	910-428-9348	986149
BUNCOMBE	ROADRUNNER SHELL #135	Shell	202 NC HIGHWAY 9	Y						Y	828-669-5086	885441
BUNCOMBE	ENERGY MART #11	BP	508 HIGHWAY 9	Y		Y				Y	828-669-8686	338672
BLADEN	CHAMPS	Unbranded	7647 NC 41 HWY W		Y	Y				Y	910-988-6049	644262
WATAUGA	SPEEDWAY 7920	Speedway	7206 VALLEY BLVD		Y	Y				Y	828-295-7534	338554
CLEVELAND	KANGAROO EXPRESS 0146	Kangaroo	123 N MAIN ST	Y						Y	704-434-5247	887209
COLUMBUS	SAM'S PIT STOP #60	BP	1128 GREEN SWAMP RD S		Y	Y				Y	910-655-8674	362535
WATAUGA	KANGAROO EXPRESS 0140	Kangaroo	1218 STATE FARM RD	Y						Y	828-264-0053	530751
WATAUGA	KANGAROO EXPRESS 0410	Mobil	1996 BLOWING ROCK RD	Y		Y				Y	828-262-0855	810409
WATAUGA	KANGAROO EXPRESS 3790	Marathon	2200 US HIGHWAY 421 S			Y				Y	828-265-3012	881340
WATAUGA	SPEEDWAY 7924	Speedway	1033 E KING ST	Y		Y				Y	828-264-2285	338563
WATAUGA	SPEEDWAY 7922	Speedway	159 OLD E KING ST			Y				Y	828-262-5819	338557
WATAUGA	SCOTCHMAN 3092	Unbranded	1321 BLOWING ROCK RD			Y		Y		Y	828-262-1825	512008
WATAUGA	SPEEDWAY 7923	Speedway	1256 BLOWING ROCK RD	Y	Y	Y				Y	828-262-1135	338562
WATAUGA	CIRCLE K #0141	Circle K	771 BLOWING ROCK RD	Y						Y	828-262-3312	530752
WATAUGA	KANGAROO EXPRESS 0164	Kangaroo	1220 W KING ST	Y						Y	828-262-1702	530758
WATAUGA	SPEEDWAY 7921	Speedway	2702 HIGHWAY 105			Y				Y	828-264-1454	338556
WATAUGA	KANGAROO EXPRESS 1599	Exxon	2968 HIGHWAY 105			Y				Y	828-262-5899	881687
YADKIN	3 BROTHERS #2	Citgo	413 E MAIN ST							Y	336-367-4142	833341
YADKIN	MID STREET	Unbranded	120 E MAIN ST			Y				Y	336-367-3351	946890
TRANSYLVANIA	TRIANGLE STOP #217	Marathon	1210 ASHEVILLE HWY	Y		Y				Y	828-883-3033	213746
TRANSYLVANIA	100 ENMARK BREVARD	Unbranded	431 ASHEVILLE HWY			Y				Y	828-883-3730	744335
TRANSYLVANIA	TRIANGLE STOP #208	Marathon	90 ROSMAN HWY	Y		Y				Y	828-883-8051	403048
CRAVEN	SPEEDWAY 8274	Speedway	525 D ST	Y		Y				Y	252-634-9133	340287
LEE	CIRCLE K #0144	Circle K	200 N MAIN ST	Y						Y	919-258-9331	341072
LEE	KANGAROO EXPRESS 3300	BP	12457 HWY 421 S	Y	Y	Y				Y	919-258-5923	846969
SWAIN	SE 1404	Shell	18 VETERANS BLVD	Y		Y				Y	828-488-3993	351741
SWAIN	THE LOCAL MARKET 210	BP	110 HIGHWAY 19 S	Y	Y	Y				Y	828-488-6455	859274
FRANKLIN	SPEEDWAY 8679	Speedway	425 MAIN ST			Y				Y	919-496-4691	339572
PENDER	WM SUPERCENTER #7243	Walmart	908 NC HWY 53 E			Y				Y	910-789-6005	366659
PENDER	SCOTCHMAN 3176	Shell	701 NC HWY 53 E	Y		Y				Y	910-259-0911	633048
ALAMANCE	SHEETZ 0592	Sheetz	2669 MAPLE AVE	Y		Y				Y	336-221-1302	339368
ALAMANCE	MURPHY USA #7266	Murphy	512 SOUTH GRAHAM HOPEDALE RD			Y				Y	336-229-7810	986150
ALAMANCE	SPEEDWAY 6957	Speedway	1407 MAPLE AVE			Y				Y	336-229-6877	339420
ALAMANCE	SPEEDWAY 6958	Speedway	653 E WEBB AVE			Y				Y	336-228-6020	339421
ALAMANCE	CRUIZERS #80	Valero	728 N CHURCH ST	Y		Y				Y	336-228-9506	340886
ALAMANCE	SHEETZ 0417	Sheetz	2628 ALAMANCE RD	Y	Y	Y				Y	336-227-3730	598147
ALAMANCE	CIRCLE K #0851	Circle K	1110 HUFFMAN MILL RD	Y		Y				Y	336-584-7999	341452

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
YANCEY	SE 1422	Shell	565 HWY 19 EAST BUPASS	Y		Y				Y	828-682-6666	351753
YANCEY	FASTOP MARKET #307	Unbranded	734 W US HWY 19 E BUYPASS	Y		Y				Y	999-999-9999	332108
CAMDEN	DUCK THRU FOOD STORE #16	Gulf	103 US HWY 158 E	Y	Y	Y				Y	252-335-9155	814724
HARNETT	MURPHY EXPRESS 8837	Murphy	2708 NC 24-87	Y		Y				Y	910-736-3370	386709
HARNETT	CIRCLE K #3998	Circle K	2531 HWY 87 S			Y				Y	919-499-1923	891013
BUNCOMBE	FASTOP MARKET #302	Unbranded	627 SMOKY PARK HWY			Y				Y	828-667-3605	683363
BUNCOMBE	TIME OUT MARKETS #15	Exxon	2515 SMOKY PARK HWY	Y		Y				Y	828-667-8006	927511
MONTGOMERY	QUIK CHEK #19	Sunoco	515 E MAIN ST		Y	Y				Y	910-974-3451	406576
HAYWOOD	SE 1413	Shell	702 CHAMPION DR	Y		Y				Y	828-648-0886	351748
NEW HANOVER	SCOTCHMAN 3022	Exxon	900 N LAKE PARK BLVD	Y		Y				Y	910-458-9518	742384
NEW HANOVER	SCOTCHMAN 3127	Unbranded	354 CANAL DR	Y						Y	910-458-1635	512025
NEW HANOVER	SCOTCHMAN 3119	Unbranded	808 S LAKE PARK BLVD							Y	910-458-6325	512007
ORANGE	KANGAROO EXPRESS 0386	BP	500 JONES FERRY RD	Y						Y	919-942-3450	846966
ORANGE	KANGAROO EXPRESS 0941	Mobil	102B NC 54	Y	Y	Y				Y	919-933-0482	887286
MOORE	SPEEDWAY 8677	Speedway	3778 US 15 501 HWY			Y				Y	910-947-3824	339400
MOORE	CIRCLE K #3158	Circle K	401 MONROE ST	Y		Y				Y	910-947-3885	333718
MOORE	KANGAROO EXPRESS 3842	BP	7249 US 15 501 HWY							Y	910-215-0759	846898
WAKE	SHEETZ 0555	Unbranded	4010 CONVENIENCE LN	Y		Y				Y	919-316-7779	589316
WAKE	HIGH HOUSE FOOD MART*	Unbranded	832 OLD APEX RD		Y	Y					919-481-1140	983598
WAKE	KANGAROO EXPRESS 1516	Exxon	3505 KILDAIRE FARM RD			Y				Y	919-363-8103	677192
WAKE	CIRCLE K #6139	Mobil	110 WALNUT ST	Y						Y	919-380-8150	966465
WAKE	CIRCLE K #6264	Shell	1001 N HARRISON AVE	Y						Y	919-467-5336	966467
WAKE	KANGAROO EXPRESS 3488	Kangaroo	1032 N HARRISON AVE	Y		Y				Y	919-468-9848	887323
WAKE	SCOTCHMAN 3173	BP	421 E CHATHAM ST		Y	Y				Y	919-460-7671	742489
WAKE	KANGAROO EXPRESS 0914	BP	1001 SE CARY PKWY	Y						Y	919-851-6683	846979
WAKE	CRUIZERS #19	Exxon	1205 NE MAYNARD RD	Y		Y				Y	919-466-0308	340892
WAKE	KANGAROO EXPRESS 0816	BP	1807 N HARRISON AVE	Y						Y	919-677-1808	846962
WAKE	KANGAROO EXPRESS 0823	BP	5801 TRYON RD	Y						Y	919-859-5800	846930
JACKSON	CASHIERS BP	BP	140 HWY 107 N	Y		Y				Y	828-743-5041	369605
NEW HANOVER	CIRCLE K #0915	Circle K	5717 CASTLE HAYNE RD	Y						Y	910-675-2358	342585
NEW HANOVER	KANGAROO EXPRESS 0484	BP	5800 CASTLE HAYNE RD	Y						Y	910-675-2441	846975
CATAWBA	D-MART #4	Valero	3723 OXFORD SCHOOL RD	Y	Y	Y				Y	828-241-3384	984694
ORANGE	KANGAROO EXPRESS 0294	Kangaroo	11399 US 15 501 N	Y						Y	919-942-1037	676705
ORANGE	EAGLES #2	Unbranded	11620 US 15 501 N		Y	Y				Y	919-969-6688	528201
ORANGE	CRUIZERS #40	Exxon	1010 RALEIGH RD	Y						Y	919-929-9101	340901
ORANGE	KANGAROO EXPRESS 3101	BP	2229 RALEIGH RD	Y						Y	919-493-5088	846949
ORANGE	KANGAROO EXPRESS 3102	BP	201 S ESTES DR	Y		Y				Y	919-968-1423	846915
ORANGE	KANGAROO EXPRESS 3089	Mobil	1501 E FRANKLIN ST	Y		Y				Y	919-968-4065	938464
ORANGE	SPEEDWAY 6974	Speedway	1213 MARTIN LUTHER KING JR BLVD			Y				Y	919-929-7855	339423
ORANGE	CRUIZERS #25	Exxon	1860 MLK JR RD	Y		Y				Y	919-967-2000	340896
MECKLENBURG	TIMES TURN AROUND 44	BP	9821 ROCKY RIVER RD		Y	Y				Y	704-921-4254	680350
MECKLENBURG	SPEEDWAY 7990	Speedway	10925 UNIVERSITY CITY BLVD	Y		Y				Y	704-503-3904	339015
MECKLENBURG	QT 1032	QuikTrip	11230 N TRYON ST							Y	704-549-8712	434845
MECKLENBURG	7-ELEVEN 35542	Exxon	4300 WILGROVE MINT HILL RD	Y			Y			Y	704-573-1919	557724
MECKLENBURG	PRIME EXPRESS	Shell	13720 MALLARD CREEK RD			Y				Y	980-209-0789	589983
MECKLENBURG	7-ELEVEN 35589	Exxon	1901 PAVILION BLVD	Y			Y			Y	704-790-2593	557739
MECKLENBURG	7-ELEVEN 35547	Exxon	9608 UNIVERSITY CITY BLVD	Y		Y	Y			Y	704-548-0505	557722
MECKLENBURG	CIRCLE K #5112	Circle K	9501 UNIVERSITY CITY BLVD	Y		Y				Y	704-549-0847	932910
MECKLENBURG	SPEEDWAY 7989	Speedway	10207 N TRYON ST	Y		Y				Y	704-547-1003	339010
MECKLENBURG	KANGAROO EXPRESS 3971	Shell	10000 N TRYON ST	Y		Y				Y	704-714-5064	888854
MECKLENBURG	7-ELEVEN 35588	Exxon	10023 N TRYON ST	Y		Y	Y			Y	704-790-2590	557747
MECKLENBURG	CIRCLE K #5100	Shell	9221 ALBEMARLE RD	Y		Y				Y	704-567-8927	934439
MECKLENBURG	KANGAROO EXPRESS 3976	Shell	8910 ALBEMARLE RD	Y		Y				Y	704-831-6201	888946
MECKLENBURG	CIRCLE K 3978	Shell	8008 HARRIS STATION BLVD	Y		Y				Y	704-494-8496	888948
MECKLENBURG	CIRCLE K #1935	Shell	1809 ARBOR VISTA DR	Y		Y				Y	704-971-7129	886304
MECKLENBURG	CIRCLE K #8382*	Shell	9201 LAWYERS RD	Y		Y				Y	704-545-4318	934689
MECKLENBURG	RNK-MINT HILL	Exxon	9100 LAWYERS RD			Y				Y	704-545-4592	331187
MECKLENBURG	KANGAROO EXPRESS 3940	Shell	10409 MALLARD CREEK RD			Y				Y	704-503-3226	888841
MECKLENBURG	CIRCLE K #8381	Shell	7301 THE PLAZA	Y						Y	704-568-7169	934940

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MECKLENBURG	CIRCLE K #5117	Shell	7214 THE PLAZA			Y				Y	704-536-3733	934934
MECKLENBURG	QT 1051	QuikTrip	7205 THE PLAZA							Y	704-537-7851	434635
MECKLENBURG	SAM'S MART #110	Exxon	8016 N TRYON ST	Y		Y				Y	704-548-8001	324764
MECKLENBURG	CIRCLE K 1553	Unbranded	7747 NORTH TRYON ST	Y		Y				Y	750-999-9999	329820
MECKLENBURG	QT 1070	QuikTrip	7115 S BLVD	Y		Y				Y	704-554-6413	434571
MECKLENBURG	KANGAROO EXPRESS 3927	Shell	7035 E W T HARRIS BLVD	Y		Y				Y	704-531-1697	327274
MECKLENBURG	7-ELEVEN 35548	Exxon	9025 MALLARD CREEK RD	Y		Y	Y			Y	704-510-9515	557721
MECKLENBURG	CIRCLE K #3209	Shell	5335 DOCIA CROSSING RD			Y				Y	704-947-8545	676888
MECKLENBURG	CIRCLE K #4522	76	7225 ALBEMARLE RD	Y						Y	704-537-0652	934433
MECKLENBURG	EASY SHOP II	BP	5724 E W T HARRIS BLVD			Y				Y	704-567-2059	599569
MECKLENBURG	DC MART	Valero	7008 ALBEMARLE RD	Y		Y				Y	704-606-5525	645511
MECKLENBURG	XPRESSMART	Shell	5601 N SHARON AMITY RD	Y		Y				Y	704-563-2433	973539
MECKLENBURG	CIRCLE K #3150	Circle K	7040 N TRYON ST	Y		Y				Y	704-509-1414	324613
MECKLENBURG	CIRCLE K #3267	Circle K	7010 UNIVERSITY BLVD	Y		Y				Y	704-599-8787	325146
MECKLENBURG	SIMON'S MART	Shell	6308 THE PLAZA			Y				Y	704-537-1411	675460
MECKLENBURG	QT 1053	QuikTrip	6721 ALBEMARLE RD	Y		Y				Y	704-563-1795	434568
MECKLENBURG	7-ELEVEN 35565	Exxon	6500 N TRYON ST				Y			Y	704-509-4261	557765
MECKLENBURG	SM #25	Mobil	6201 N TRYON ST								704-563-3995	510837
MECKLENBURG	XPRESS MART #62	Shell	6300 ALBEMARLE RD			Y				Y	704-563-6733	865378
MECKLENBURG	CIRCLE K #8411	Circle K	7935 IDLEWILD RD	Y						Y	704-536-7210	934678
MECKLENBURG	KANGAROO EXPRESS 3938	Shell	6229 W SUGAR CREEK RD	Y		Y				Y	704-599-2357	888960
MECKLENBURG	QT 1016	QuikTrip	5700 N TRYON ST							Y	704-509-1368	434842
MECKLENBURG	SAMS MART #093	Exxon	5650 ALBEMARLE RD	Y		Y				Y	704-790-7078	944678
MECKLENBURG	QT 1059	QuikTrip	5209 CENTRAL AVE							Y	704-567-2346	434846
MECKLENBURG	7-ELEVEN 35591	Exxon	5124 CENTRAL AVE	Y			Y			Y	704-790-5559	557745
MECKLENBURG	CIRCLE K #8409	Circle K	4801 CENTRAL AVE	Y		Y				Y	704-563-2718	934434
MECKLENBURG	CIRCLE K # 5107	Shell	1300 W SUGAR CREEK RD	Y		Y				Y	704-597-8295	888732
MECKLENBURG	KANGAROO EXPRESS 3930	Mobil	4900 N TRYON ST	Y		Y				Y	704-494-4110	888800
MECKLENBURG	7-ELEVEN 39721	Exxon	1120 W SUGAR CREEK RD	Y		Y				Y	704-597-8235	354627
MECKLENBURG	CIRCLE K #3922	Circle K	7208 E INDEPENDENCE BLVD	Y						Y	704-537-7740	888917
MECKLENBURG	SAMS MART #82	Shell	12007 SAM ROPER DR			Y				Y	704-875-0935	664771
MECKLENBURG	MIGHTY MIDGET MART	Shell	4936 ALBEMARLE RD			Y				Y	704-537-8267	836187
MECKLENBURG	MURPHY USA #7688	Murphy	2010 GALLERIA BLVD	Y		Y				Y	704-849-6341	386705
MECKLENBURG	CIRCLE K #5105	Shell	4921 E INDEPENDENCE BLVD	Y		Y				Y	704-568-4782	934675
MECKLENBURG	SAM'S MART #80	Exxon	8325 OLD STATESVILLE RD			Y				Y	704-598-0352	881561
MECKLENBURG	KANGAROO EXPRESS 3945	Shell	4718 N GRAHAM ST	Y	Y	Y				Y	704-599-7062	888945
MECKLENBURG	CIRCLE K #4838	Shell	9726 MONROE RD	Y						Y	704-847-8477	888726
MECKLENBURG	CIRCLE K #5119	Shell	9100 MONROE RD	Y		Y				Y	704-844-8433	888718
MECKLENBURG	7-ELEVEN 35563	Mobil	3800 CENTRAL AVE	Y		Y	Y			Y	704-531-4961	557764
MECKLENBURG	U.S. GAIN - CHARLOTTE	Unbranded	4250 TRAILER DR	Y					Y	Y	920-831-8898	338827
MECKLENBURG	QT 1052	QuikTrip	3206 EASTWAY DR	Y		Y				Y	704-537-8404	434567
MECKLENBURG	7-ELEVEN 35587	Exxon	4300 N GRAHAM ST	Y		Y	Y			Y	704-790-2588	557746
MECKLENBURG	7-ELEVEN 35545	Mobil	10700 REAMES RD	Y		Y	Y			Y	704-596-6117	557723
MECKLENBURG	SAM'S MART #052	Exxon	5343 MONROE RD			Y				Y	704-536-9469	870152
MECKLENBURG	TIMES TURN AROUND 43	BP	7008 W W T HARRIS BLVD	Y		Y				Y	704-921-1555	331423
MECKLENBURG	7-ELEVEN 35554	Mobil	3024 CENTRAL AVE	Y		Y	Y			Y	704-535-7508	557727
MECKLENBURG	7-ELEVEN 35576	Exxon	2701 THE PLAZA	Y			Y			Y	704-370-3544	557956
MECKLENBURG	LOCAL MARKET #8	Exxon	3200 E INDEPENDENCE BLVD	Y		Y				Y	704-335-1575	406513
MECKLENBURG	FOOD MART	Unbranded	2605 CENTRAL AVE							Y	704-451-2887	440766
MECKLENBURG	7-ELEVEN 35559	Exxon	6401 OLD STATESVILLE RD	Y	Y	Y	Y			Y	704-599-0320	557760
MECKLENBURG	SAMS MART #037	Shell	2700 N TRYON ST	Y		Y				Y	704-376-1923	971423
MECKLENBURG	DEN'S MART	Citgo	2235 THE PLAZA	Y						Y	704-334-4002	891025
MECKLENBURG	SA FOOD MART	Citgo	1126 MORNINGSIDE DR							Y	704-910-1175	818220
MECKLENBURG	CIRCLE K #1678	Circle K	5018 SUNSET RD	Y		Y				Y	704-597-9680	934441
MECKLENBURG	QT 1029	QuikTrip	4937 SUNSET RD	Y		Y				Y	704-494-4601	434561
MECKLENBURG	7-ELEVEN 35590	Exxon	3301 MONROE RD	Y		Y	Y			Y	704-790-5549	557744
MECKLENBURG	SAM'S MART 071	Shell	4601 STATESVILLE RD	Y		Y				Y	704-597-5393	890911
MECKLENBURG	SAMS MART #036	Shell	4200 STATESVILLE RD	Y		Y				Y	704-509-0735	650468
MECKLENBURG	ADAM'S MART CITGO	Citgo	4116 STATESVILLE RD			Y				Y	704-599-1991	675795

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MECKLENBURG	CHARLOTTE TRAVEL PLAZA	Shell	4601 SUNSET RD	Y	Y	Y				Y	704-597-7980	676416
MECKLENBURG	CIRCLE K # 5118	Circle K	4530 SUNSET RD	Y		Y				Y	704-398-2669	934432
MECKLENBURG	PILOT TRAVEL CENTER #275	Pilot	3807 STATESVILLE AVE	Y	Y	Y				Y	704-358-1006	890559
MECKLENBURG	7-ELEVEN 35575	Exxon	1501 N TRYON ST							Y	704-348-0902	557949
MECKLENBURG	CIRCLE K #5109	Shell	4474 RANDOLPH RD	Y						Y	704-442-1090	934694
MECKLENBURG	KANGAROO EXPRESS 3923	Shell	4500 RANDOLPH RD	Y		Y				Y	704-365-2723	888906
MECKLENBURG	CENTPEDE FOOD MART	Citgo	1725 STATESVILLE AVE							Y	704-372-5004	337485
MECKLENBURG	SM #1103	Shell	1312 LASALLE ST			Y				Y	980-225-9695	533966
MECKLENBURG	QUICK N E-Z #13	Exxon	1323 LASALLE ST	Y		Y				Y	704-394-5200	930373
MECKLENBURG	7-ELEVEN 35586	Exxon	5701 OLD PROVIDENCE RD	Y			Y			Y	704-366-7594	557748
MECKLENBURG	SAM'S MART #106	Exxon	4235 PROVIDENCE RD	Y		Y				Y	704-631-8299	339679
MECKLENBURG	SAMS MART #007	Shell	2630 BEATTIES FORD RD	Y		Y				Y	704-399-4642	928424
MECKLENBURG	SAM'S MART #060	Shell	527 PROVIDENCE RD	Y	Y	Y				Y	704-375-2775	883667
MECKLENBURG	7-ELEVEN 35577	Exxon	2519 BEATTIES FORD RD	Y			Y			Y	704-392-4558	557749
MECKLENBURG	CIRCLE K #1884	Shell	701 N GRAHAM ST	Y		Y				Y	704-376-9844	888779
MECKLENBURG	CIRCLE K 3964	Circle K	935 CHARLOTTETOWNE AVE	Y					Y	Y	704-333-1014	888933
MECKLENBURG	SPEEDWAY 6943	Speedway	1485 HWY 66	Y		Y				Y	336-922-0413	339007
MECKLENBURG	QUICK FUEL 2602 CHARLOTTE	Unbranded	4061 N INTERSTATE SERVICE RD	Y	Y	Y				Y	800-522-6287	929945
MECKLENBURG	SAM'S MART #087	Shell	923 S KINGS DR	Y		Y				Y	704-332-7262	333207
MECKLENBURG	CIRCLE K #5101	Shell	3201 PINEVILLE MATTHEWS RD	Y						Y	704-541-8077	888728
MECKLENBURG	MARKET EXPRESS 335	Shell	10636 PROVIDENCE RD							Y	704-846-3597	683269
MECKLENBURG	CIRCLE K 8403	Circle K	1246 EAST BLVD	Y						Y	704-335-0040	932909
MECKLENBURG	7-ELEVEN 35579	Exxon	10806 PROVIDENCE RD	Y		Y	Y			Y	980-245-9188	557731
MECKLENBURG	CIRCLE K #3944	Circle K	11640 PROVIDENCE RD	Y		Y				Y	704-708-5662	888922
MECKLENBURG	B&K GAS	Mobil	3814 BROOKSHIRE BLVD	Y		Y				Y	980-430-3607	423195
MECKLENBURG	QT 1024	QuikTrip	4200 BROOKSHIRE BLVD							Y	704-391-5708	434844
MECKLENBURG	7-ELEVEN 35560	Exxon	4808 BROOKSHIRE BLVD	Y	Y	Y	Y			Y	704-394-2501	557761
MECKLENBURG	CIRCLE K #4747	Shell	2926 SELWYN AVE	Y						Y	704-375-7511	888725
MECKLENBURG	SAMS MART #08	Shell	4627 SHARON RD	Y		Y				Y	704-364-3710	928425
MECKLENBURG	CIRCLE K #5108	Circle K	4636 SHARON RD	Y		Y				Y	704-366-7555	934673
MECKLENBURG	CIRCLE K #3924	Circle K	6500 FAIRVIEW RD	Y		Y				Y	704-366-3117	888910
MECKLENBURG	7-ELEVEN 35570	Exxon	5455 BROOKSHIRE BLVD	Y	Y	Y	Y			Y	704-399-5200	557771
MECKLENBURG	KANGAROO EXPRESS 3935	Marathon	2200 S TRYON ST	Y		Y				Y	704-332-4421	888849
MECKLENBURG	7-ELEVEN 35556	Exxon	2601 SOUTH BLVD	Y			Y			Y	704-523-8304	557756
MECKLENBURG	7-ELEVEN 35585	Exxon	4401 PARK RD	Y			Y			Y	704-790-5556	557743
MECKLENBURG	GLEN MART	Exxon	4127 GLENWOOD DR		Y	Y				Y	704-241-4499	586954
MECKLENBURG	B&K GAS & MORE	Shell	4200 GLENWOOD DR	Y		Y				Y	704-394-1266	394737
MECKLENBURG	KANGAROO EXPRESS 3926	Marathon	4336 PARK RD	Y		Y				Y	704-523-0051	892935
MECKLENBURG	D-MART #1	Shell	2736 FREEDOM DR			Y				Y	704-392-5010	695072
MECKLENBURG	CIRCLE K #5111	Unbranded	2833 FREEDOM DR	Y		Y				Y	704-392-2366	934358
MECKLENBURG	SM MART	Citgo	3040 SOUTH BLVD			Y				Y	704-527-5653	635997
MECKLENBURG	CIRCLE K #1867	Circle K	6519 BROOKSHIRE BLVD	Y		Y				Y	704-395-9955	323837
MECKLENBURG	QT 1076	QuikTrip	116 CLANTON RD							Y	704-522-3877	434848
MECKLENBURG	ASHLEY RD BP	BP	1400 ASHLEY RD	Y		Y				Y	704-392-0797	370641
MECKLENBURG	MURPHY USA #7616	Murphy	2760 ASHLEY RD	Y		Y		Y		Y	704-395-6060	352463
MECKLENBURG	QT 1004	QuikTrip	3025 WILKINSON BLVD	Y		Y				Y	704-395-3474	434551
MECKLENBURG	STORE 734 GROCERY	Shell	629 WOODLAWN RD	Y		Y				Y	704-790-6433	337151
MECKLENBURG	CIRCLE K #3929	Shell	605 CLANTON RD	Y	Y	Y				Y	704-523-1171	327457
MECKLENBURG	7-ELEVEN 35578	Exxon	5200 PIPER STATION DR	Y		Y	Y			Y	704-790-5536	557726
MECKLENBURG	7-ELEVEN 35555	Exxon	835 CLANTON RD	Y		Y	Y			Y	704-523-8102	557755
MECKLENBURG	SAM'S MART #100	Exxon	4646 SOUTH BLD			Y				Y	980-495-6071	589343
MECKLENBURG	PIEDMONT NATURAL GAS-1-CNG	Unbranded	112 VERBENA ST	Y					Y	Y	864-809-3446	656720
MECKLENBURG	PIEDMONT NATURAL GAS-CNG	Unbranded	112 VERBENA ST	Y					Y	Y	864-809-3446	842312
MECKLENBURG	THE POP SHOPPE #132	Citgo	4640 OLD PINEVILLE RD	Y						Y	704-522-0374	741844
MECKLENBURG	QT 1071	QuikTrip	127 E WOODLAWN RD	Y		Y				Y	704-525-1008	434572
MECKLENBURG	SAM'S MART #049	Shell	5235 SOUTH BLVD	Y						Y	704-519-0724	968983
MECKLENBURG	SAMS MART #099	Exxon	100 E WOODLAWN RD	Y		Y				Y	980-495-6071	385500
MECKLENBURG	KANGAROO EXPRESS 3931	Marathon	3800 WILKINSON BOULEVARD	Y						Y	704-395-8819	888848
MECKLENBURG	CIRCLE K #3979	Circle K	9620 REA RD	Y		Y				Y	704-752-7861	888935

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MECKLENBURG	QT 1072	QuikTrip	10910 GOLF LINKS DR							Y	704-841-0765	434847
MECKLENBURG	FUEL MART	Citgo	6100 SOUTH BLVD	Y						Y	704-556-0822	892336
MECKLENBURG	SM #103	Exxon	3215 QUEEN CITY DR								704-393-0034	529926
MECKLENBURG	KANGAROO EXPRESS 3965	Marathon	4923 S TRYON ST	Y		Y				Y	704-295-0223	888808
MECKLENBURG	KANGAROO EXPRESS #828	Kangaroo	18329 PARK RD	Y		Y				Y	704-543-0887	887436
MECKLENBURG	FUEL MART #5	Citgo	2651 WEST BLVD		Y	Y				Y	704-333-8877	967721
MECKLENBURG	QUICK-N-EZE MART	Citgo	2650 WEST BLVD							Y	704-391-2973	667478
MECKLENBURG	7-ELEVEN 35571	Exxon	2932 MT HOLLY HUNTERSVILLE RD	Y			Y			Y	704-392-4936	557773
MECKLENBURG	7-ELEVEN 35580	Exxon	7511 PINEVILLE MATTHEWS RD	Y		Y	Y			Y	704-790-2553	557732
MECKLENBURG	CIRCLE K #3928	Circle K	421 TYVOLA RD	Y		Y				Y	704-525-8024	181883
MECKLENBURG	SAM'S MART #077	Shell	3305 SCOTT FUTRELL DR	Y		Y				Y	980-219-7401	870202
MECKLENBURG	CIRCLE K #8357	Circle K	507 LITTLE ROCK RD	Y						Y	704-399-7818	934679
MECKLENBURG	7-ELEVEN 35568	Mobil	5115 OLD DOWD RD	Y		Y	Y			Y	704-395-2919	557769
MECKLENBURG	CIRCLE K #8404	Circle K	7905 SOUTH BLVD	Y		Y				Y	704-553-2837	934681
MECKLENBURG	7-ELEVEN 35569	Mobil	2514 LITTLE ROCK RD	Y			Y			Y	704-392-9030	557770
MECKLENBURG	TIMES TURN AROUND 31	BP	2600 LITTLE ROCK RD	Y		Y				Y	704-392-1430	905807
MECKLENBURG	CIRCLE K #5104	Shell	1308 SHARON RD W	Y		Y				Y	704-556-9345	934693
MECKLENBURG	SAM'S MART #070	Citgo	7837 NATIONAL FORD RD	Y		Y				Y	704-565-5401	333206
MECKLENBURG	CIRCLE K #8408	Shell	100 RED ROOF DR	Y						Y	704-525-9342	934438
MECKLENBURG	7-ELEVEN 35557	Exxon	8925 NATIONS FORD RD	Y			Y			Y	704-521-8006	557759
MECKLENBURG	7-ELEVEN 35562	Mobil	2825 LITTLE ROCK RD	Y	Y	Y	Y			Y	704-395-1674	557763
MECKLENBURG	CIRCLE K #3950	Circle K	15620 JOHN J DELANEY DR	Y		Y				Y	704-542-2963	888912
MECKLENBURG	SAM'S MART #204	Exxon	8924 PINEVILLE MATTHEWS RD	Y		Y				Y	704-790-2550	870214
MECKLENBURG	CIRCLE K #5114	Shell	8929 MATTHEWS-PINEVILLE RD			Y				Y	704-542-3841	934938
MECKLENBURG	YORKMONT BP	BP	2904 YORKMONT RD		Y	Y				Y	704-329-1417	518404
MECKLENBURG	7-ELEVEN 35561	Exxon	2901 YORKMONT RD	Y		Y	Y			Y	704-357-0701	557762
MECKLENBURG	ARROWOOD CITGO	Citgo	7741 S TRYON ST		Y	Y				Y	704-523-9268	422859
MECKLENBURG	7-ELEVEN 35583	Exxon	8010 S TRYON ST	Y		Y	Y			Y	704-790-5540	557735
MECKLENBURG	LOVE'S TRAVEL STOP #714	LOVES	2603 SAM WILSON RD	Y	Y	Y				Y	800-655-6837	496800
MECKLENBURG	QUICK FUEL 2601 CHARLOTTE	Unbranded	10801 TEXLAND BLVD	Y	Y	Y				Y	800-522-6287	929944
MECKLENBURG	KANGAROO EXPRESS 3941	Shell	8505 S TRYON ST	Y		Y				Y	704-587-0155	327271
MECKLENBURG	7-ELEVEN 35546	Mobil	735 WESTINGHOUSE BLVD	Y		Y	Y			Y	704-588-1669	557768
MECKLENBURG	QT 1065	QuikTrip	2326 SANDY PORTER RD	Y		Y				Y	704-587-9490	434570
MECKLENBURG	7-ELEVEN 35584	Exxon	8315 STEELE CREEK RD	Y		Y	Y			Y	704-790-5546	557736
MECKLENBURG	KANGAROO EXPRESS 3975	Shell	9424 S TRYON ST	Y	Y	Y				Y	704-588-4047	888947
MECKLENBURG	TRILLIUM CNG - BROOKFORD ST	Unbranded	9960 BROOKFORD ST	Y					Y	Y	800-920-1166	591744
MECKLENBURG	SAMS MART #105	Mobil	9308 STEELE CREEK RD	Y	Y	Y				Y	704-999-9999	589352
MECKLENBURG	7-ELEVEN 35582	Exxon	12710 S TRYON ST	Y			Y			Y	704-790-5543	557734
SWAIN	SE 1403	Shell	510 PAINT TOWN RD	Y		Y				Y	828-497-2426	351740
SWAIN	SE 1406	Shell	1205 SEVEN CLANS LN	Y		Y				Y	828-497-7858	351743
GASTON	HANDY PANTRY #4	Unbranded	1405 DALLAS CHERRYVILLE HWY			Y				Y	704-922-1453	865667
GASTON	MURPHY USA #7464	Murphy	2503 LINCOLNTON HWY			Y				Y	704-435-9303	986157
BEAUFORT	SPEEDWAY 8297	Speedway	2901 US HIGHWAY 17 S	Y	Y	Y				Y	252-940-7234	324431
CATAWBA	MARKET BASKET #27	76	3262 E MAIN ST								828-256-7531	514757
CATAWBA	CUBBARD EXPRESS- NOW 532582	Marathon	3161 NC HIGHWAY 10 E			Y				Y	828-465-3365	964524
CATAWBA	7-ELEVEN 36071	Exxon	3137 N OXFORD ST	Y		Y				Y	828-459-1226	663203
BLADEN	SCOTCHMAN 3010	Unbranded	10283 S WR LATHAM ST							Y	910-647-7331	512009
JOHNSTON	SPEEDWAY 6959	Speedway	2808 US HIGHWAY 70 E			Y				Y	919-553-3535	339558
JOHNSTON	MURPHY USA #6938	Murphy	12889 US 70 HWY W			Y				Y	919-553-7061	986159
JOHNSTON	SHEETZ 0542	Sheetz	1671 NC HWY 42 W	Y		Y				Y	919-550-8890	442702
JOHNSTON	SPEEDWAY 6988	Speedway	11693 US 70 BUSINESS HWY WEST			Y				Y	919-550-3314	339584
JOHNSTON	SHEETZ 0596	Sheetz	9777 US HWY 70 W	Y		Y		Y		Y	919-550-5291	323633
JOHNSTON	SPEEDWAY 8299	Speedway	291 NC HWY 42 EAST			Y				Y	919-359-2396	339575
JOHNSTON	SPEEDWAY 8678	Speedway	8060 US 70 BUS HWY WEST			Y				Y	919-553-4637	339571
FORSYTH	CIRCLE K #3160	Circle K	2471 LEWISVILLE CLEMMONS RD	Y		Y				Y	336-766-9063	341181
FORSYTH	SPEEDWAY 6938	Speedway	2405 LEWISVILLE CLEMMONS RD			Y				Y	336-778-2441	338746
FORSYTH	4 BROTHERS 212	BP	2410 LEWISVILLE CLEMMONS ROAD								336-757-7600	512584
FORSYTH	CIRCLE K #1495	Shell	1415 LEWISVILLE CLEMMONS RD	Y		Y				Y	336-766-9402	816757
SAMPSON	HAN DEE HUGO #36	Exxon	738 NORTHWEST BLVD			Y				Y	910-299-5071	948423

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
SAMPSON	MURPHY USA #7496	Murphy	1453 SUNSET AVE			Y				Y	910-299-0313	986160
SAMPSON	HAN-DEE HUGO'S #8	BP	926 SUNSET AVE	Y		Y				Y	910-592-8857	388633
SAMPSON	HAN-DEE HUGO'S #04	BP	301 RALEIGH RD	Y		Y				Y	910-592-0332	334888
SAMPSON	MINUTEMAN #106	Marathon	1001 LISBON ST		Y	Y				Y	910-592-3556	222196
SAMPSON	HAN-DEE HUGO #10	Exxon	701 ROWAN RD	Y	Y	Y				Y	910-592-6296	938414
HARNETT	SPEEDWAY 7932	Speedway	338 N MCKINLEY ST			Y				Y	910-891-7051	339427
GUILFORD	SPEEDWAY 7929	Speedway	3110 SANDY RIDGE RD	Y	Y	Y				Y	336-993-0267	324454
GUILFORD	CIRCLE K #1526	Shell	8400 NORCROSS RD	Y	Y	Y				Y	336-992-0682	546545
GUILFORD	SANDY RIDGE MART	Exxon	3205 SANDY RIDGE RD			Y				Y	336-681-4942	905717
TYRRELL	SPEEDWAY 8680	Speedway	883 US HIGHWAY 64 EAST	Y		Y				Y	252-796-4187	339664
TYRRELL	DUCK THRU FOOD STORE #54	Shell	775 US HWY 64		Y	Y				Y	252-766-0024	399330
POLK	ROADRUNNER BP #158	BP	1550 N CAROLINA 108	Y		Y				Y	828-894-5744	849952
POLK	ROADRUNNER SHELL #157	Shell	393 W MILLS ST	Y		Y				Y	828-894-8558	695231
CABARRUS	QT 1030	QuikTrip	1862 WARREN C COLEMAN BLVD	Y		Y				Y	704-786-8748	434562
CABARRUS	KANGAROO EXPRESS 0860	Shell	1145 COPPERFIELD BLVD NE	Y		Y				Y	704-795-1920	954611
CABARRUS	SPEEDWAY 7988	Speedway	541 WARREN COLEMAN BLVD	Y		Y				Y	704-784-8879	339030
CABARRUS	KANGAROO EXPRESS 3960	Marathon	1529 CONCORD PKWY N	Y		Y				Y	704-786-4700	888822
CABARRUS	QT 1023	QuikTrip	1086 CONCORD PKWY N	Y		Y				Y	704-720-0616	434558
CABARRUS	CIRCLE K #1492	Circle K	279 WARREN C COLEMAN BLVD N	Y		Y				Y	704-792-1282	816562
CABARRUS	SPEEDWAY 7987	Speedway	475 CONCORD PKWY N	Y		Y				Y	704-784-2108	339029
CABARRUS	QT 1025	QuikTrip	859 CONCORD PKWY S	Y		Y				Y	704-786-7845	434559
CABARRUS	CIRCLE K #5103	Shell	4930 DAVIDSON HWY	Y		Y				Y	704-786-9810	933807
CABARRUS	QT 1012	QuikTrip	383 GEORGE LILES PKWY	Y		Y				Y	704-782-0531	434554
CABARRUS	7-ELEVEN 37110	Exxon	3710 CONCORD PKWY	Y		Y	Y			Y	704-792-1072	335614
CABARRUS	MURPHY EXPRESS #8738	Murphy	3985 CONCORD PKWY S			Y				Y	704-721-4947	604109
CABARRUS	7-ELEVEN 35558	Mobil	6886 POPLAR TENT RD	Y		Y				Y	704-786-1570	557728
CABARRUS	CONCORD SHOPS	Citgo	450 PITT SCHOOL ROAD		Y	Y				Y	704-788-1861	224557
CABARRUS	SAMS MART #101	Exxon	7340 POPLAR TENT RD	Y		Y				Y	704-795-1950	851206
CABARRUS	CIRCLE K #1490	Circle K	8100 POPLAR TENT RD	Y		Y				Y	704-721-0318	816560
CABARRUS	ODELL GROCERY	Marathon	1963 ODELL SCHOOL RD							Y	704-793-6399	586951
CABARRUS	7-ELEVEN 35550	Mobil	7740 BRUTON SMITH BLVD	Y		Y				Y	704-979-3110	557758
CABARRUS	CIRCLE K 3951	Circle K	8501 CONCORD MILLS BLVD	Y		Y				Y	704-979-1570	888936
CABARRUS	CODDLE CREEK	Marathon	11181 MOORESVILLE RD			Y				Y	704-784-3317	198534
CABARRUS	QT 1021	QuikTrip	8820 CHRISTENBURY PKWY							Y	704-510-9542	434843
CABARRUS	CIRCLE K 1868	Circle K	8855 CHRISTENBURY PKWY	Y		Y				Y	704-766-0066	323529
CATAWBA	HOMERUN MARKET #7	Shell	1500 ROCK BARN RD NE			Y				Y	828-464-7867	430990
CATAWBA	MARKET BASKET #18	76	6596 NC-16								828-256-1035	514756
CATAWBA	KANGAROO EXPRESS 3025	Kangaroo	1612 CONOVER BLVD E	Y		Y				Y	828-465-0180	530748
CATAWBA	MURPHY USA #7498	Murphy	1209 NC HWY 16			Y				Y	910-299-4904	986167
CATAWBA	KANGAROO EXPRESS 3021	Marathon	903 N NC 16 HWY	Y						Y	828-464-4754	530746
CATAWBA	KANGAROO EXPRESS 3963	Marathon	807 CONOVER BLVD W	Y						Y	828-466-1002	888823
CATAWBA	SHEETZ 0593	Sheetz	1819 FAIRGROVE CHURCH RD SE	Y		Y				Y	828-466-2445	339369
MECKLENBURG	CIRCLE K #3270	Circle K	18635 OLD STATESVILLE RD	Y		Y				Y	704-895-5550	361753
MECKLENBURG	CIRCLE K 3947	Marathon	20008 W CATAWBA AVE	Y		Y				Y	704-987-5019	888924
MECKLENBURG	7-ELEVEN 35552	Exxon	19128 W CATAWBA AVE	Y		Y				Y	704-895-5250	557720
GASTON	KINGSWAY #22	Shell	245 MARKET ST			Y				Y	704-824-3647	831240
GRANVILLE	HASTY MART #52	BP	1550 NC 56	Y		Y				Y	919-528-4585	403535
GRANVILLE	SPEEDWAY 8228	Speedway	1545 NC HIGHWAY 56	Y	Y	Y				Y	919-528-1380	324426
GRANVILLE	ROSE MART #02	Shell	2572 W LYON STATION RD		Y	Y				Y	919-575-6344	905577
GASTON	TIMEOUT	Marathon	701 DALLAS STANLEY HWY			Y				Y	704-922-1199	529236
GASTON	WORLD #2	Shell	1008 DALLAS CHERRYVILLE HWY	Y		Y				Y	704-922-9509	967628
GASTON	WILL'S FOOD STORE #3	Citgo	3874 DALLAS HWY			Y				Y	704-922-7199	578852
COLUMBUS	MINUTEMAN #58	Unbranded	27157 ANDREW JACKSON HWY E	Y	Y	Y				Y	910-655-3548	678131
DAVIDSON	KELLYS 49	Marathon	7223 OLD HWY 49		Y	Y				Y	336-857-1977	398789
LINCOLN	SPEEDWAY 7911	Speedway	1523 N NC HWY 16			Y				Y	704-483-1059	324417
LINCOLN	KANGAROO EXPRESS 3946	Marathon	7405 HIGHWAY 73	Y		Y				Y	704-827-6647	888923
LINCOLN	QT 1017	QuikTrip	7259 NC 73 HWY	Y		Y				Y	704-827-1624	434555
LINCOLN	MURPHY EXPRESS #8527	Murphy	7120 NC HWY 73			Y				Y	704-827-5616	986168
LINCOLN	SAMS MART #098	Shell	3650 N HWY 16	Y	Y	Y				Y	704-489-5242	607968

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
LINCOLN	DENVER MART	Citgo	3769 N HIGHWAY 16	Y	Y	Y				Y	704-489-2803	225049
SURRY	CIRCLE K 1529	Shell	8269 US 601	Y		Y				Y	336-386-0840	924669
SURRY	SPEEDWAY 6951	Speedway	912 E ATKINS ST			Y				Y	336-374-2253	338761
SURRY	SHEETZ 0493	Sheetz	119 S MAIN ST	Y		Y				Y	336-386-1006	598129
SURRY	KANGAROO EXPRESS 3368	Marathon	2372 ZEPHYR RD	Y						Y	336-366-4099	676935
WAYNE	SPEEDWAY 7951	Speedway	2775 S US 117 HWY	Y		Y				Y	919-736-3666	339927
HARNETT	CIRCLE K #3019	Circle K	400 ERWIN RD	Y		Y				Y	910-892-3160	333730
HARNETT	SPEEDWAY 7981	Speedway	1304 W CUMBERLAND ST			Y				Y	910-892-3001	339411
HARNETT	LOVES TRAVEL CENTER #412	LOVES	I-95 EXIT 77	Y	Y	Y				Y	910-892-7230	829796
HARNETT	SPEEDWAY 7980	Speedway	810 E CUMBERLAND ST			Y				Y	910-892-1320	339412
HARNETT	PILOT TRAVEL CENTER #900	Pilot	65 SADLER RD	Y	Y	Y				Y	910-892-0106	905437
HARNETT	PILOT TRAVEL CENTER 885-DIESEL	Pilot	873 LONG BRANCH RD	Y	Y	Y				Y	910-892-3642	905697
HARNETT	CIRCLE K #3123	Circle K	873 LONG BRANCH RD	Y	Y	Y				Y	910-892-3642	341734
HARNETT	FRIENDLY MART #21	Exxon	16806 SPIVEYS CORNER HWY			Y				Y	910-567-4126	674957
HARNETT	WILSON'S STORE	Unbranded	7424 NEWTON GROVE HIGHWAY		Y	Y				Y	910-567-6913	397063
DURHAM	KANGAROO EXPRESS 3489	BP	7840 LEONARDO DR	Y						Y	919-806-8331	847016
DURHAM	SHEETZ 0611	Sheetz	7520 NC 751	Y		Y		Y		Y	800-765-4686	345584
DURHAM	CRUIZERS #20	Mobil	1914 SEDWICK RD	Y		Y		Y		Y	919-806-3458	340893
DURHAM	CIRCLE K #6312	Circle K	109 W NC HIGHWAY 54	Y		Y				Y	919-484-9072	966469
DURHAM	KANGAROO EXPRESS 3781	Exxon	106 E NC 54	Y		Y				Y	919-544-1388	881331
DURHAM	KANGAROO EXPRESS 0104	BP	4835 HOPE VALLEY RD	Y		Y				Y	919-493-2825	834098
DURHAM	CRUIZERS #16	Exxon	4706 NC HWY 55	Y		Y				Y	919-544-7674	340889
DURHAM	KANGAROO EXPRESS 3163	Citgo	2322 E NC HIGHWAY 54	Y		Y				Y	919-544-1318	676707
DURHAM	CIRCLE K #8627	Shell	100 W WOODCROFT PKWY	Y		Y				Y	919-544-7962	934797
DURHAM	KANGAROO EXPRESS 3780	Exxon	3321 APEX HWY	Y		Y				Y	919-361-8026	881330
DURHAM	CIRCLE K #6330	Shell	3308 NC HWY 55	Y		Y				Y	919-544-0100	966471
DURHAM	MURPHY EXPRESS 8740	Murphy	1039 MARTIN LUTHER KING JR PKY	Y		Y				Y	919-361-6330	337896
DURHAM	SAMS CLUB #4831	Sams Club	4005 CHAPEL HILL BLVD							Y	919-489-8160	366934
DURHAM	SHEETZ 0398	Sheetz	3021 S MIAMI BLVD	Y		Y				Y	919-485-8000	598100
DURHAM	KANGAROO EXPRESS 3442	BP	3406 E US 70 HWY	Y		Y				Y	919-598-1971	846914
DURHAM	SPEEDWAY 6972 TRUCKSTOP	Speedway	1400 S MIAMI BLVD	Y	Y	Y				Y	919-596-2057	324444
DURHAM	CRUIZERS #84	Exxon	2500 ERWIN RD							Y	919-416-0329	429028
DURHAM	COUCH OIL CO	Unbranded	2905 HILLSBOROUGH RD	Y		Y				Y	919-286-5408	589347
DURHAM	SHEETZ 0570	Sheetz	3414 HILLSBOROUGH RD	Y		Y				Y	919-973-4531	333716
DURHAM	CRUIZERS #32	Exxon	3446 HILLSBOROUGH RD	Y		Y				Y	919-309-0499	340899
DURHAM	CRUIZERS #21	Mobil	3578 HILLSBOROUGH RD	Y		Y				Y	919-383-0999	340894
DURHAM	SPEEDWAY 6971	Speedway	803 EAST GEER STREET			Y				Y	919-688-5708	339422
DURHAM	SHOP & GO FOOD MART	Exxon	4640 HILLS BOROUGH RD			Y				Y	919-383-4864	337418
DURHAM	CRUIZERS #50	Exxon	2716 GUESS RD	Y		Y				Y	919-957-9099	340906
DURHAM	ROSE MART #205	Shell	5108 WAKE FOREST RD			Y				Y	919-957-3268	890036
DURHAM	CIRCLE K #3161	Circle K	3301 GUESS RD	Y		Y				Y	919-479-1641	341449
DURHAM	SHEETZ 0676	Sheetz	3208 N DUKE ST								814-947-5310	521494
DURHAM	CRUIZERS #13	Exxon	4401 N ROXBORO RD	Y	Y	Y				Y	919-471-6924	340888
DURHAM	KANGAROO EXPRESS 3477	Exxon	4604 N ROXBORO ST	Y		Y				Y	919-620-9880	887416
DURHAM	CRUIZERS #23	Exxon	100 LATTA RD	Y						Y	919-477-0666	340895
YADKIN	SPEEDWAY 6947	Speedway	104 NC HWY 67			Y				Y	336-699-8922	338753
YADKIN	MATA GROCERY II	Exxon	6725 NC 67 HWY			Y				Y	336-699-8586	810336
ROCKINGHAM	MURPHY USA #7233	Murphy	215 E. HARRIS PLACE			Y				Y	336-623-1265	986171
ROCKINGHAM	SHEETZ 0428	Sheetz	102 N VAN BUREN RD	Y		Y				Y	336-627-0740	598117
CHOWAN	SPEEDWAY 6967	Speedway	301 VIRGINIA ROAD	Y	Y	Y				Y	252-482-5498	339668
CHOWAN	DUCK THRU FOOD STORE #11	Shell	218 VIRGINIA RD			Y				Y	252-482-2071	814725
PASQUOTANK	SPEEDWAY 8296	Speedway	1200 US HIGHWAY 17 SOUTH	Y		Y				Y	252-338-8535	339656
PASQUOTANK	MURPHY USA #7417	Murphy	108 TANGLEWOOD PKWY			Y				Y	252-384-1062	988244
PASQUOTANK	DUCK THRU FOOD STORE #34	Shell	1052 US 158		Y	Y				Y	252-771-6501	879294
PASQUOTANK	CIRCLE D FOOD MART #9	Unbranded	1013 N ROAD ST			Y				Y	252-335-2926	442667
PASQUOTANK	SPEEDWAY 8243	Speedway	1129 N ROAD STREET	Y		Y				Y	252-333-1606	339651
BLADEN	MINUTEMAN #16	Marathon	1200 W BROAD ST			Y				Y	910-862-3232	905451
BLADEN	SCOTCHMAN 3090	Unbranded	101 E BROAD ST	Y						Y	910-862-4995	512001
BLADEN	SCOTCHMAN 3005	BP	7204 US HIGHWAY 701 N			Y				Y	910-862-8248	742380



STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
SURRY	SPEEDWAY 6940 TRUCKSTOP	Speedway	626 CC CAMP RD	Y	Y	Y				Y	336-366-3566	324441
SURRY	CIRCLE K #1531	Shell	985 JOHNSON RIDGE RD	Y		Y				Y	336-526-1825	546546
SURRY	MURPHY EXPRESS #8522	Murphy	491 C C CAMP RD			Y				Y	336-835-1952	988433
SURRY	SPEEDWAY 6939	Speedway	1200 N BRIDGE ST			Y				Y	336-835-6950	338772
SURRY	SHEETZ 0535	Sheetz	401 CC CAMP RD	Y		Y				Y	336-258-8041	598158
WILSON	L&L FOOD STORE #07	Exxon	5901 N CAROLINA 97							Y	252-972-7777	403184
ALAMANCE	KANGAROO EXPRESS 0112	BP	110 W HAGGARD AVE	Y						Y	336-584-2723	846959
ALAMANCE	KANGAROO EXPRESS 0161	BP	1031 N NC HIGHWAY 87	Y						Y	336-584-4808	846952
CARTERET	SPEEDWAY 7953	Speedway	9027 CREW DR	Y						Y	252-354-9770	340273
HALIFAX	SPEEDWAY 8684	Speedway	113 S MCDANIEL ST			Y				Y	252-445-2952	339574
HARNETT	MURPHY USA #6713	Murphy	592 E JACKSON BLVD			Y				Y	910-892-5099	988436
BUNCOMBE	KOUNTY LINE-REYNOLDS	Shell	195 CHARLOTTE HWY	Y		Y				Y	828-298-4889	333552
DUPLIN	HANDY MART 103	Unbranded	358 NE CENTER ST		Y	Y				Y	910-267-9281	677208
PITT	SPEEDWAY 7960	Speedway	5252 HWY 258			Y				Y	252-753-0432	324458
PITT	SPEEDWAY 8285	Speedway	8491 E MARLBORO ROAD	Y	Y	Y				Y	252-753-6856	339947
CUMBERLAND	POCO SHOP TRUCK STOP #2	Marathon	940 WEST BROAD STREET	Y	Y	Y				Y	910-865-2277	361750
CUMBERLAND	HAN-DEE HUGO'S #25	Exxon	7805 RAMSEY STREET		Y	Y				Y	910-822-5433	422051
CUMBERLAND	CIRCLE K #3010	Circle K	1571 MCARTHUR RD	Y						Y	910-488-0928	341739
CUMBERLAND	KANGAROO EXPRESS 3054	BP	6245 RAMSEY ST	Y		Y				Y	910-480-0972	675941
CUMBERLAND	KANGAROO EXPRESS 3041	BP	5762 RAMSEY ST							Y	910-488-5161	846939
CUMBERLAND	CIRCLE K #3012	Circle K	5036 ROSEHILL RD	Y						Y	910-488-5430	887339
CUMBERLAND	MURPHY USA #7418	Murphy	4521 RAMSEY ST			Y				Y	910-488-6736	988438
CUMBERLAND	KANGAROO EXPRESS 3004	BP	3931 ROSEHILL RD	Y						Y	910-488-3587	810397
CUMBERLAND	SCOTCHMAN 3039	Unbranded	6508 YADKIN RD	Y						Y	910-864-2362	512000
CUMBERLAND	KANGAROO EXPRESS 3144	Shell	6489 YADKIN RD	Y						Y	910-868-8005	327267
CUMBERLAND	CIRCLE K #3016	Circle K	5642 BRAGG BLVD	Y		Y				Y	910-868-2927	938484
CUMBERLAND	KANGAROO EXPRESS 3042	BP	1135 PAMALEE DR	Y						Y	910-630-1676	846943
CUMBERLAND	SPEEDWAY 6994	Speedway	5030 YADKIN RD			Y				Y	910-868-8321	339426
CUMBERLAND	SCOTCHMAN 3142	Exxon	6000 MORGANTON RD	Y						Y	910-868-6230	742512
CUMBERLAND	CIRCLE K #3037	Circle K	3102 BRAGG BLVD	Y						Y	910-868-9893	342631
CUMBERLAND	KANGAROO EXPRESS 3142	BP	3122 FORT BRAGG RD	Y						Y	910-484-7913	686071
CUMBERLAND	CIRCLE K #4580	Circle K	3121 MURCHINSON RD	Y		Y				Y	910-488-3340	427201
CUMBERLAND	CIRCLE K #0302	Circle K	736 S REILLY RD	Y						Y	910-864-6344	342573
CUMBERLAND	CIRCLE K #3051	Circle K	3123 MURPHY RD	Y		Y				Y	910-483-5380	342587
CUMBERLAND	KANGAROO EXPRESS 0456	BP	8191 CLIFFDALE RD	Y		Y				Y	910-867-1465	846996
CUMBERLAND	CIRCLE K #3481	Circle K	5336 CLIFFDALE RD	Y		Y				Y	910-487-1704	342571
CUMBERLAND	CIRCLE K #3038	Kangaroo	500 BUNCE RD	Y						Y	910-868-8541	342576
CUMBERLAND	CIRCLE K #3027	Circle K	2001 SKIBO RD	Y		Y				Y	910-487-4212	342547
CUMBERLAND	WM SUPERCENTER #3411	Walmart	8660 CLIFFDALE RD			Y				Y	910-213-1410	366127
CUMBERLAND	CIRCLE K #4579	Circle K	971 GLENSFORD DR	Y		Y				Y	910-487-0491	397304
CUMBERLAND	SPEEDWAY 6995	Speedway	470 GROVE ST			Y				Y	919-483-6751	339413
CUMBERLAND	SPEEDWAY 6998	Speedway	4560 RAEFORD RD			Y				Y	910-423-1240	339414
CUMBERLAND	SPEEDWAY 6999	Speedway	3706 RAEFORD RD			Y				Y	910-484-3346	339415
CUMBERLAND	WAL-MART #3600	Walmart	970 STRICKLAND BRIDGE RD			Y				Y	910-364-0154	366144
CUMBERLAND	KANGAROO EXPRESS 0486	BP	6605 RAEFORD RD	Y		Y				Y	910-868-4041	846922
CUMBERLAND	SPEEDWAY 6992	Speedway	101 S EASTERN BLVD			Y				Y	910-483-3006	339424
CUMBERLAND	KANGAROO EXPRESS 3007	BP	1302 ROBESON ST	Y						Y	910-485-7666	846940
CUMBERLAND	KANGAROO EXPRESS 3047	BP	7910 RAEFORD RD	Y						Y	910-868-8090	887288
CUMBERLAND	KANGAROO EXPRESS 3013	BP	144 CEDAR CREEK RD	Y		Y				Y	910-484-7747	886613
CUMBERLAND	MURPHY USA #6807	Murphy	7719 RAEFORD RD			Y				Y	910-487-9960	988437
CUMBERLAND	KANGAROO EXPRESS 0500	BP	1300 HOPE MILLS RD	Y						Y	910-423-1337	887435
CUMBERLAND	KANGAROO EXPRESS 3033	BP	1902 OWEN DR	Y						Y	910-484-4724	887270
CUMBERLAND	KANGAROO EXPRESS 3002	Kangaroo	1764 IRELAND DR	Y						Y	910-485-7887	846945
CUMBERLAND	KANGAROO EXPRESS 3022	BP	2326 OWEN DR	Y		Y				Y	910-485-1767	887252
CUMBERLAND	SPEEDWAY 6997	Speedway	2802 OWEN DR	Y	Y	Y				Y	910-485-6679	324445
CUMBERLAND	KANGAROO EXPRESS 3015	BP	3330 CAMDEN RD NATAL	Y						Y	910-485-5819	846998
CUMBERLAND	MURPHY EXPRESS 8823	Murphy	2840 GILLESPIE STREET	Y		Y				Y	910-223-2688	370564
CUMBERLAND	QFF 4823 BRIDGEWOOD	Unbranded	2881 BRIDGEWOOD DR	Y	Y	Y				Y	800-665-5529	985240
CUMBERLAND	KANGAROO EXPRESS 3036	BP	2990 GILLESPIE ST	Y						Y	910-425-4955	887426

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In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
CUMBERLAND	KANGAROO EXPRESS 3035	BP	2110 CEDAR CREEK RD	Y		Y				Y	910-483-5515	887340
CUMBERLAND	CIRCLE K #3009	Circle K	6454 ROCKFISH RD	Y						Y	910-424-5168	342629
CHATHAM	CRUIZERS #35	Exxon	60-A ANDREW'S STORE RD	Y						Y	919-968-8798	340900
HENDERSON	TRIANGLE STOP #215	Marathon	754 UPWARD RD	Y		Y				Y	828-698-1959	213747
HENDERSON	SE 1425	Shell	712 UPWARD RD	Y		Y				Y	828-697-2562	351754
HENDERSON	TRIANGLE STOP FOOD STORE #220	Marathon	95 TERMINAL DR	Y		Y				Y	828-692-0246	335791
RUTHERFORD	SPEEDWAY 7917	Speedway	523 W MAIN ST	Y		Y				Y	828-248-1860	338565
RUTHERFORD	MURPHY USA #6815	Murphy	229 PLAZA DR			Y				Y	828-286-2388	988439
RUTHERFORD	DROP IN #6	Marathon	201 BIG ISLAND RD			Y				Y	828-245-5046	189120
PITT	SHEETZ 0507	Sheetz	7900 FAYETTEVILLE RD	Y		Y				Y	919-329-0707	598151
JOHNSTON	SPEEDWAY 8682	Speedway	6127 US HWY 301 S			Y				Y	919-963-2094	339573
MACON	DOWDLE MOUNTAIN PIT STOP	Mobil	376 DOWDLE MOUNTAIN RD			Y				Y	828-349-9411	905501
MACON	SE 1401	Shell	917 GEORGIA RD	Y		Y				Y	828-369-6570	351736
FRANKLIN	SPEEDWAY 8292	Speedway	3458 US 1 HWY			Y				Y	919-494-5570	339566
WAYNE	SPEEDWAY 7956	Speedway	107 SOUTH WILSON ST	Y						Y	919-242-9566	339928
WAKE	SHEETZ 0598	Sheetz	1885 N BROAD ST	Y		Y		Y		Y	123-123-1231	323636
WAKE	SPEEDWAY 8291	Speedway	100 BROAD ST			Y				Y	919-557-9480	339402
WAKE	MURPHY EXPRESS #8644	Murphy	732 JUDD PKWY. NE			Y				Y	919-552-0681	988440
WAKE	SHEETZ 0365	Sheetz	1655 N MAIN ST	Y		Y				Y	919-577-2215	598095
WAKE	KANGAROO EXPRESS 3146	Kangaroo	1720 N MAIN ST	Y		Y				Y	919-552-8124	887384
WAKE	QFF 4811 MECHANICAL BLVD	Unbranded	1557 MECHANICAL BLVD	Y	Y	Y				Y	800-665-5529	985779
WAKE	SPEEDWAY 6984	Speedway	1470 US 70 HWY WEST			Y				Y	919-779-5952	339583
WAKE	SPEEDWAY 6961 TRUCKSTOP	Speedway	4541 JONES SAUSAGE RD		Y	Y				Y	919-779-3409	324438
WAKE	SPEEDWAY 6962 TRUCKSTOP	Speedway	4020 JONES SAUSAGE RD		Y	Y				Y	919-662-4020	324437
WAKE	SHEETZ 0607	Sheetz	40 CABELA DR	Y		Y		Y		Y	123-123-1231	329088
WAKE	SHEETZ 0589	Sheetz	16311 NC HWY 50 N	Y		Y				Y	919-773-4190	337094
WAKE	CIRCLE K #3479	Circle K	1900 US 70 HWY E	Y		Y				Y	919-662-0336	342344
WAKE	SPEEDWAY 6985 TRUCKSTOP	Speedway	5170 NC HIGHWAY 42 W	Y	Y	Y				Y	919-773-2501	324456
WAKE	SPEEDWAY 7948	Speedway	5179 NC HIGHWAY 42 W			Y				Y	919-661-1245	339561
WAKE	MURPHY EXPRESS #8549	Murphy	4993 NC HWY 42 W			Y				Y	919-662-4043	988441
WAKE	SHEETZ 0554	Unbranded	5502 CORN WALLIS RD	Y		Y		Y		Y	919-550-4112	589315
NORTHAMPTON	VILLAGE GROCERY #5	Shell	6775 NC HIGHWAY 46	Y		Y				Y	252-537-4486	872591
GASTON	WILL'S FOOD STORE #5	Marathon	612 HICKORY GROVE RD		Y	Y				Y	704-827-3113	576393
GASTON	WILL'S FOOD STORE #2	Citgo	3732 S NEW HOPE RD			Y				Y	704-824-0410	578850
GASTON	KANGAROO EXPRESS 3973	Shell	3974 E FRANKLIN BLVD	Y		Y				Y	704-824-3779	888911
GASTON	CLEAN N GREEN GASTONIA	Unbranded	2712 LOWELL RD	Y				Y		Y	800-331-3441	600624
GASTON	WILL'S FOOD STORE #8	Marathon	3703 S NEW HOPE RD			Y				Y	704-824-8554	607045
GASTON	SPEEDWAY 7992	Speedway	3590 E FRANKLIN BLVD	Y	Y	Y				Y	704-823-0744	338778
GASTON	CIRCLE K #1496	Circle K	2509 S NEW HOPE RD	Y		Y				Y	704-868-2221	816758
GASTON	KANGAROO EXPRESS 3966	Shell	2434 S NEW HOPE RD	Y		Y				Y	704-866-8350	888915
GASTON	KANGAROO EXPRESS #3972	Circle K	516 COX RD	Y		Y				Y	704-862-0563	888953
GASTON	KANGAROO EXPRESS 3934	Shell	2483 E FRANKLIN BLVD	Y		Y				Y	704-865-3521	888793
GASTON	FASTOP MARKET #305	Unbranded	860 N NEW HOPE RD	Y		Y				Y	704-854-4904	896223
GASTON	TIMES TURN AROUND 25	BP	825 S NEW HOPE RD	Y		Y				Y	704-867-1746	836516
GASTON	KINGSWAY #20	Citgo	2201 KENDRICK RD							Y	704-864-2560	892152
GASTON	ZULA EXPRESS	Shell	1402 E OZARK AVE							Y	704-777-1819	887070
GASTON	LOCAL MARKET #7	Exxon	736 E FRANKLIN BLVD			Y				Y	704-865-0896	365414
GASTON	QT 1045	QuikTrip	310 E LONG AVE			Y				Y	704-866-7119	434566
GASTON	QT 1042	QuikTrip	2305 N CHESTER ST	Y		Y				Y	704-833-3008	434564
GASTON	KANGAROO EXPRESS #3974	Shell	2106 N CHESTER ST	Y	Y	Y				Y	704-862-0557	888954
GASTON	KANGAROO EXPRESS 3967	Marathon	2001 N CHESTER ST	Y	Y	Y				Y	704-868-8738	888796
GASTON	GARRISON BLVD EXXON	Exxon	340 E GARRISON BLVD							Y	704-865-2021	323512
GASTON	KINGSWAY #15	Citgo	2701 UNION RD			Y				Y	704-869-6552	892153
GASTON	TIMES TURN AROUND 22	BP	3050 UNION RD	Y		Y				Y	704-864-5888	844571
GASTON	CLEMMER'S CONVENIENCE	Exxon	109 E HUDSON BLVD			Y				Y	704-867-3260	861826
GASTON	QSC FOOD MART YORK	Citgo	2829 S YORK RD			Y				Y	980-289-1090	424595
GASTON	SPEEDWAY 7977	Speedway	2907 YORK HWY	Y	Y	Y				Y	704-867-2840	338758
GASTON	QT 1043	QuikTrip	1843 W FRANKLIN BLVD	Y		Y				Y	704-861-6211	434565
GASTON	KINGSWAY #04	Clark	1105 BESSEMER CITY RD	Y		Y				Y	704-864-0198	680458

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County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
GASTON	MURPHY USA #7058	Murphy	237 N. MYRTLE SCHOOL RD			Y				Y	704-854-3338	988442
GASTON	SPEEDWAY 7991	Speedway	2500 W FRANKLIN BLVD		Y	Y				Y	704-289-8748	338777
GASTON	S'MART	Citgo	1721 BESSEMER CITY RD	Y	Y	Y				Y	704-867-3615	395629
SAMPSON	ALTMANS GROCERY & GRILL	Unbranded	5458 FAYETTEVILLE HWY							Y	910-567-6795	682276
WAYNE	MURPHY EXPRESS #8564	Murphy	103 NC 581 HWY N			Y				Y	919-734-0937	988446
WAYNE	SHEETZ 0564	Sheetz	2829 US HWY 70 W	Y		Y				Y	919-580-1501	442676
WAYNE	CIRCLE K #3474	BP	2035 US HIGHWAY 70 W	Y	Y	Y				Y	919-735-3838	886406
WAYNE	KANGAROO EXPRESS 0928	BP	453 BUCK SWAMP RD							Y	919-735-5247	846993
WAYNE	SPEEDWAY 7957	Speedway	1501 US HIGHWAY 70 W	Y		Y				Y	919-583-9135	339929
WAYNE	KANGAROO EXPRESS 0927	BP	901 W GRANTHAM ST	Y		Y				Y	919-734-1404	847020
WAYNE	DOWNEAST TRAVEL CENTER	Citgo	2600 US HWY 117 S	Y	Y	Y				Y	919-581-0631	352892
WAYNE	CIRCLE K #0920	BP	2606 CAROLINA COMMERCE DR	Y		Y				Y	919-731-7251	847021
WAYNE	SPEEDWAY 8190	Speedway	1221 US HIGHWAY 117 S	Y	Y	Y				Y	919-735-4638	324446
WAYNE	KANGAROO EXPRESS 0921	BP	1908 US HIGHWAY 117 S	Y	Y	Y				Y	919-735-0447	847017
WAYNE	SPEEDWAY 8230	Speedway	400 E ASH ST	Y		Y				Y	919-736-0040	340281
WAYNE	CIRCLE K #0926	Circle K	2007 WAYNE MEMORIAL DR	Y		Y				Y	919-731-4893	341077
WAYNE	WAL-MART #7340	Walmart	1140 TOMMYS RD							Y	919-988-6003	366673
WAYNE	SHEETZ 0534	Sheetz	1003 N SPENCE AVE	Y		Y				Y	919-778-8515	598157
WAYNE	SPENCE MARKET	Exxon	900 N SPENCE AVE	Y		Y				Y	919-751-8860	370861
WAYNE	KANGAROO EXPRESS 0924	BP	600 N SPENCE AVE	Y		Y				Y	919-778-1956	847022
WAYNE	KANGAROO EXPRESS 0925	BP	1814 N BERKELEY BLVD							Y	919-751-3551	846992
WAYNE	FRIENDLY MART #10	Exxon	1464 NC HIGHWAY 111 S		Y	Y				Y	919-751-8602	883868
WAYNE	SPEEDWAY 8284	Speedway	420 E NEW HOPE RD	Y		Y				Y	919-751-8088	340290
WAYNE	HANDY MART 158	Unbranded	4340 US HIGHWAY 70 E	Y	Y	Y				Y	919-751-3125	677209
ALAMANCE	FLYING J #682	FLYING J	1043 JIMMIE KERR RD	Y	Y	Y				Y	336-578-4422	206948
ALAMANCE	SHEETZ 0492	Sheetz	1138 S MAIN ST	Y		Y				Y	336-226-9488	598128
ALAMANCE	KANGAROO EXPRESS 3791	Marathon	801 E HARDEN ST	Y		Y				Y	336-222-8600	881341
CURRITUCK	DUCK THRU FOOD STORE #36	Gulf	6520 CARATOKE HWY		Y	Y				Y	252-453-6300	596655
CURRITUCK	DUCK THRU FOOD STORE #25	Shell	6754 CARATOKE HWY	Y	Y	Y				Y	252-332-2131	870120
CALDWELL	MARKET BASKET 25	Shell	4940 GRACE CHAPEL RD			Y				Y	828-212-1151	643764
CALDWELL	MURPHY EXPRESS #8504	Murphy	4820 HICKORY			Y				Y	828-313-0015	988603
CALDWELL	MARKET BASKET 26	Shell	4018 HWY 321 A		Y	Y				Y	828-212-1400	643765
CALDWELL	MARKET BASKET 21	Shell	538 DUDLEY SHOALS RD		Y	Y				Y	828-212-1161	643760
CALDWELL	MARKET BASKET 23	Shell	91 S MAIN ST		Y	Y				Y	828-212-1145	643762
CALDWELL	SPEEDWAY 7961	Speedway	3950 HICKORY BLVD			Y				Y	828-313-1062	338555
ROWAN	CIRCLE K #1491	Circle K	217 SOUTH SALISBURY RD	Y		Y				Y	704-209-0217	816561
PAMLICO	SPEEDWAY 8262	Speedway	10816 NC HIGHWAY 55 E	Y		Y				Y	252-745-5313	324428
PAMLICO	WM SUPERCENTER #7238	Walmart	11233B NC 55 HWY E			Y				Y	252-201-9005	366654
GUILFORD	SHEETZ 0658	Sheetz	4401 BURLINGTON RD	Y		Y				Y	800-765-4686	425095
GUILFORD	QUICK N EASY #10	Citgo	4210 BURLINGTON RD		Y	Y				Y	336-375-4898	894980
GUILFORD	KWIK TRIP EXPRESS	Exxon	3602 E WENDOVER AVE			Y				Y	336-375-8505	675433
GUILFORD	CIRCLE K #3782	Marathon	3001 PLEASANT GARDEN RD	Y	Y	Y				Y	336-389-0926	881332
GUILFORD	CIRCLE K #0170	Circle K	3101 PLEASANT GARDEN RD	Y		Y				Y	336-275-0187	341453
GUILFORD	MURPHY EXPRESS #8553	Murphy	100 ELMSLEY MEADOW LN			Y				Y	336-279-1101	988611
GUILFORD	SPEEDWAY 7934	Speedway	2005 EAST WENDOVER AVE	Y		Y				Y	336-272-2365	339011
GUILFORD	PIEDMONT NATURAL GAS-CNG	Unbranded	2611 GREENGATE DR	Y				Y		Y	864-809-3446	835223
GUILFORD	QFF 4825 W MEADOWVIEW	Unbranded	210 W MEADOWVIEW DR	Y	Y	Y				Y	800-665-5529	985236
GUILFORD	MURPHY USA #7346	Murphy	2107 (A) 16TH ST			Y				Y	336-375-4574	988604
GUILFORD	SHEETZ 0548	Unbranded	4736 US HWY 29 N	Y	Y	Y				Y	336-621-4575	589307
GUILFORD	CIRCLE K #1528	Shell	3602 REHOBETH CHURCH RD	Y		Y				Y	336-299-3354	546540
GUILFORD	KANGAROO EXPRESS 0861	Mobil	3101 YANCEYVILLE ST	Y						Y	336-375-5800	887304
GUILFORD	KANGAROO EXPRESS 3785	Marathon	337 W WENDOVER AVE	Y						Y	336-273-7169	881335
GUILFORD	BOB'S CURB MARKET	BP	2620 PHOENIX DR		Y	Y				Y	336-294-2431	336015
GUILFORD	CIRCLE K #1512	Circle K	1550 W LEE ST			Y				Y	336-292-0263	682191
GUILFORD	CIRCLE K #4132	Exxon	2810 PINECROFT RD	Y						Y	336-855-6417	824397
GUILFORD	SHEETZ 0636	Sheetz	1639 SPRINGS GARDEN ST	Y		Y				Y	800-765-4686	369135
GUILFORD	SHEETZ 0509	Sheetz	1300 BATTLEGROUND AVE	Y		Y				Y	336-333-2889	598136
GUILFORD	CIRCLE K #3476	Circle K	3302 S HOLDEN RD	Y		Y				Y	336-851-9006	341172
GUILFORD	CIRCLE K 2724134	Exxon	3028 HIGH POINT RD			Y				Y	336-854-5066	431331

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
GUILFORD	KANGAROO EXPRESS 0462	Exxon	101 PISGAH CHURCH RD	Y						Y	336-621-5511	887247
GUILFORD	CIRCLE K #3786	Circle K	621 GREEN VALLEY RD							Y	336-299-7971	188936
GUILFORD	CIRCLE K #7930	Circle K	3700 GROOMETOWN RD	Y						Y	336-294-8377	824398
GUILFORD	SHEETZ 0484	Sheetz	3941 WEST MARKET ST	Y	Y	Y				Y	123-123-1231	598122
GUILFORD	SPEEDWAY 7938	Speedway	2834 BATTLEGROUNDA AVE	Y		Y				Y	336-288-8351	339034
GUILFORD	SPEEDWAY 7935	Speedway	3800 LAWNSDALE DR	Y		Y				Y	336-282-4503	339012
GUILFORD	SPEEDWAY 7933	Speedway	3610 W WENDOVER AVE	Y		Y				Y	336-292-6643	339013
GUILFORD	SHEETZ 0432	Sheetz	1001 GARDNER HILL DR	Y		Y				Y	336-454-3200	598150
GUILFORD	THE POP SHOPPE #187	Citgo	1710 STANLEY RD	Y		Y				Y	336-855-6266	684698
GUILFORD	SHEETZ 0356	Sheetz	4319 W WENDOVER AVE	Y		Y				Y	336-855-8898	598092
GUILFORD	CIRCLE K #1514	Circle K	3701 BATTLEGROUNDA AVE			Y				Y	336-288-2541	682192
GUILFORD	SPEEDWAY 7940	Speedway	5729 W FRIENDLY AVE	Y		Y				Y	336-372-8787	339026
GUILFORD	SHEETZ 0489	Sheetz	1620 NEW GARDEN RD	Y		Y				Y	336-315-2212	339013
GUILFORD	SHEETZ 0366	Sheetz	5421 HORNADAY RD	Y		Y				Y	336-852-1003	598093
GUILFORD	CIRCLE K #1515	Shell	1585 NEW GARDEN RD			Y				Y	336-852-3955	682195
GUILFORD	SPEEDWAY 7939	Speedway	5916 W MARKET ST	Y		Y				Y	336-855-7163	339006
GUILFORD	QFF 4804 BURNT POPLAR	Unbranded	6371 BURNT POPLAR RD	Y	Y	Y				Y	800-665-5529	985775
GUILFORD	CIRCLE K #7955	Circle K	2200 FLEMING RD	Y						Y	336-668-3778	934631
GUILFORD	SHEETZ 0460	Sheetz	6930 W MARKET ST	Y		Y				Y	336-393-0014	598108
GUILFORD	THE POP SHOPPE 105	Citgo	7340 W FRIENDLY AVE	Y	Y	Y				Y	336-856-0343	896739
GUILFORD	SPEEDWAY 7936	Speedway	514 GALLIMORE DAIRY RD	Y		Y				Y	336-292-8634	339025
GUILFORD	QFF 4824 CESSNA DR	Unbranded	7301 CESSNA DR	Y	Y	Y				Y	800-665-5529	985235
PITT	SPEEDWAY 8661	Speedway	3519 NC HWY 43 NORTH	Y		Y				Y	252-752-1862	339952
PITT	SPEEDWAY 7909	Speedway	3000 STANTONSBURG RD		Y	Y				Y	252-695-6206	324453
PITT	SPEEDWAY 8266	Speedway	4000 DICKINSON AVE	Y		Y				Y	252-321-9263	339941
PITT	KANGAROO EXPRESS 0826	BP	4000 S MEMORIAL DR	Y						Y	252-355-0964	846933
PITT	HANDY MART 151	Unbranded	1000 S MEMORIAL DR	Y		Y				Y	252-752-7355	532719
PITT	SPEEDWAY 8221	Speedway	715 S MEMORIAL DR	Y		Y				Y	252-758-5565	339938
PITT	KANGAROO EXPRESS 3104	BP	1301 W ARLINGTON BLVD	Y						Y	252-321-0364	887315
PITT	SPEEDWAY 8672	Speedway	3000 S MEMORIAL DR	Y		Y				Y	252-756-3911	339954
PITT	MURPHY USA #6645	Murphy	250 GREENVILLE BLVD SW			Y				Y	252-439-2261	988612
PITT	SPEEDWAY 8287	Speedway	1110 N MEMORIAL DRIVE	Y	Y	Y				Y	252-561-8126	339958
PITT	SPEEDWAY 8208	Speedway	500 N GREENE ST	Y		Y				Y	252-752-0733	339932
PITT	KANGAROO EXPRESS 0827	BP	2195 EVANS ST	Y						Y	252-756-6144	846972
PITT	SHEETZ 0397	Sheetz	1000 CHARLES BLVD	Y		Y				Y	252-758-2174	598099
PITT	SHEETZ 0488	Sheetz	2521 N MEMORIAL DR	Y		Y		Y		Y	252-353-0161	598124
PITT	WAL-MART #7337	Walmart	1826 E ARLINGTON BLVD			Y				Y	252-917-6190	366671
PITT	SHEETZ 0391	Sheetz	2100 COUNTY HOME RD	Y	Y	Y				Y	252-353-9021	598146
PITT	SPEEDWAY 7907	Speedway	3505 US HIGHWAY 264 E		Y	Y				Y	252-695-6478	324420
PITT	SPEEDWAY 8265	Speedway	3202 E 10TH STREET	Y		Y				Y	252-830-1808	339940
PITT	SHEETZ 0415	Sheetz	4300 E 10TH ST	Y	Y	Y				Y	252-758-4583	598114
PITT	SPEEDWAY 8654	Speedway	5068 NC HIGHWAY 33 EAST	Y		Y				Y	252-758-3451	339951
PITT	SPEEDWAY 8219	Speedway	304 QUEEN ST	Y	Y	Y				Y	252-524-3150	339931
HALIFAX	TRAVEL WORLD	Shell	10654 NC HIGHWAY 903	Y	Y	Y				Y	252-536-5094	872589
RICHMOND	SPEEDWAY 8674	Speedway	728 W HAMLET AVE			Y				Y	910-582-2789	339405
RICHMOND	KANGAROO EXPRESS 0357	BP	104 CHERAW RD	Y						Y	910-582-5037	887229
PENDER	SCOTCHMAN 3183	Exxon	24 COUNTRY CLUB DR							Y	910-270-0169	742508
PENDER	CIRCLE K #6486	Circle K	66 HOOVER RD	Y		Y				Y	910-270-4894	325056
PENDER	SPEEDWAY 8187	Speedway	14477 US HIGHWAY 17 N			Y				Y	910-270-0844	340531
YADKIN	7-ELEVEN 36076	Exxon	2941 ROCKY BRANCH RD			Y				Y	336-468-1387	337136
CURRITUCK	GET GO	Exxon	8808 CARATOKE HWY		Y	Y				Y	252-202-1028	892749
SAMPSON	CLEAR RUN FARMS	Unbranded	45 WILMINGTON HWY		Y	Y				Y	910-532-4470	924665
CABARRUS	SAM'S MART #095	Shell	4025 HWY 49 S	Y	Y	Y				Y	704-567-8424	600978
CABARRUS	CIRCLE K #8378	Shell	5054 HIGHWAY 49 S	Y		Y				Y	704-455-2399	889504
CABARRUS	QT 1031	QuikTrip	5755 NC HWY 49 S	Y		Y				Y	704-455-2273	434563
Craven	WEST HAVELOCK FUEL MARKET	Shell	521 US HIGHWAY 70 W			Y				Y	252-444-1505	892900
Craven	SPEEDWAY 8246	Speedway	334 E MAIN ST	Y		Y				Y	252-447-3361	340282
Craven	EAST HAVELOCK FUEL MARKET	Shell	1017 E MAIN ST		Y	Y				Y	252-447-6970	859252
Craven	KANGAROO EXPRESS 3174	BP	1234 E MAIN ST	Y		Y				Y	252-444-6255	887320

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
ALAMANCE	PILOT 6955	Pilot	1044 JIMMIE KERR RD	Y	Y	Y				Y	336-578-2610	350519
CLAY	AZTEX #202	BP	37 HIGHWAY 64 E			Y				Y	828-389-6828	859275
VANCE	ROSE MART #204	Shell	1022 RUIN CREEK RD			Y				Y	252-492-6231	890035
VANCE	SHEETZ 0471	Sheetz	619 RUIN CREEK RD	Y		Y				Y	252-492-1530	598079
VANCE	CRUIZERS #265	Exxon	567 RUIN CREEK RD	Y						Y	252-492-2306	340911
VANCE	ROSE MART #206	Shell	230 VANCO MILL RD			Y				Y	252-430-1794	870141
VANCE	ROSE MART #202	Shell	101 N COOPER DR							Y	252-492-7897	890034
VANCE	CRUIZERS #240	Exxon	800 DABNEY DR	Y		Y				Y	252-438-2433	340908
VANCE	FOGGS EXXON	Exxon	425 N GARNETT ST			Y				Y	252-492-5009	896191
VANCE	ROSE MART #3	Shell	1205 W ANDREWS AVE							Y	252-431-0698	898840
VANCE	ROSE MART #1	Shell	2101 N GARNETT ST			Y				Y	252-438-3766	905729
HENDERSON	TRIANGLE STOP #209	Marathon	2545 CHIMNEY ROCK RD	Y		Y				Y	828-693-7517	213743
HENDERSON	SPEEDWAY 7916	Speedway	707 SPARTANBURG HWY	Y		Y				Y	828-693-8020	338566
HENDERSON	TRIANGLE MART #216	Marathon	2400 ASHEVILLE HWY	Y		Y				Y	828-696-0818	213745
HENDERSON	251 ENMARK HENDERSONVILLE 2	Unbranded	3300 ASHEVILLE HWY							Y	828-697-0691	744337
HENDERSON	ENERGY MART #2	Exxon	1972 HAYWOOD RD							Y	828-692-3902	916399
HENDERSON	SE 1426	Shell	5445 ASHVILLE HWY	Y	Y	Y				Y	828-687-0402	351755
PERQUIMANS	DUCK THRU FOOD STORE #41	Shell	964 OCEAN HWY S		Y	Y				Y	252-426-7811	636318
PERQUIMANS	SPEEDWAY 8245	Speedway	800 S CHURCH STREET	Y		Y				Y	252-426-1019	339652
CATAWBA	KS MART	Valero	2770 SPRINGS RD NE			Y				Y	828-256-6670	517068
CATAWBA	SPEEDWAY 7963	Speedway	2418 SPRINGS RD NE			Y				Y	828-256-9795	338573
CATAWBA	SHEETZ 0602	Sheetz	2415 SPRINGS RD NE	Y		Y		Y		Y	828-441-2030	325191
CATAWBA	SAMS CLUB #6355	Sams Club	2435 HWY 70 SE							Y	828-326-8699	367319
CATAWBA	MARKET BASKET #9	76	1531 CLONINGER MILL RD								828-256-7531	514755
CATAWBA	CIRCLE K 3954	Circle K	2350 US HIGHWAY 70 SE	Y		Y				Y	828-326-9234	888925
CATAWBA	SHEETZ 0597	Sheetz	2191 13TH AVE DR SE	Y		Y				Y	828-322-6814	323634
CATAWBA	CUBBARD EXPRESS #02	Valero	1922 16TH STREET NE							Y	828-324-2113	326602
CATAWBA	CUBBARD EXPRESS #07	Exxon	954 16TH ST NE			Y				Y	828-325-0644	874599
CATAWBA	SPEEDWAY 7967	Speedway	1835 US HIGHWAY 70 SE	Y		Y				Y	828-324-4222	338567
CATAWBA	SPEEDWAY 7968	Speedway	4431 N CENTER ST			Y				Y	828-327-8523	338574
CATAWBA	CUBBARD EXPRESS #06	Exxon	7571 NC HIGHWAY 127			Y				Y	828-495-2598	874598
CATAWBA	KANGAROO EXPRESS 3958	Mobil	2853 N CENTER STREET	Y		Y				Y	828-431-7947	888820
CATAWBA	CUBBARD EXPRESS #05	Exxon	1130 2ND ST NE			Y	Y			Y	828-322-1546	874597
CATAWBA	TOTAL CONVENIENCE MARKET	Shell	327 SW HWY 70	Y		Y				Y	828-322-1800	428169
CATAWBA	WAL-MART #7315	Walmart	483 HWY 70 SW			Y				Y	828-639-6060	366669
CATAWBA	SPEEDWAY 7969	Speedway	1269 US HIGHWAY 70 SW			Y				Y	828-261-0492	338575
CATAWBA	SPEEDWAY 7965	Speedway	140 US HIGHWAY 321 NW		Y	Y				Y	828-322-4720	324447
CATAWBA	CUBBARD EXPRESS #01	Exxon	191 US HWY 321 NW			Y				Y	828-322-3579	873979
CATAWBA	SPEEDWAY 7966	Speedway	3131 S NC 127 HWY	Y		Y				Y	828-294-3717	338559
CATAWBA	CUBBARD EXPRESS #08	Exxon	5340 S NC 127 HWY			Y				Y	704-462-2875	874600
CATAWBA	MARKET BASKET 22	Shell	502 BURKE ST		Y	Y				Y	828-313-0611	643761
ALEXANDER	CUBBARD EXPRESS #12	Exxon	5230 NC HIGHWAY 90 E		Y	Y				Y	828-632-9454	685445
GUILFORD	SHEETZ 0472	Sheetz	10206 S MAIN ST			Y				Y	336-431-0613	598116
GUILFORD	THE KIVETT SHOPPE	Citgo	3512 E KIVETT DR			Y				Y	336-886-2009	340622
GUILFORD	CIRCLE K #6315	Shell	10115 N MAIN ST	Y	Y	Y				Y	336-434-2412	966473
GUILFORD	KANGAROO EXPRESS 3154	Kangaroo	11315 N MAIN ST	Y		Y				Y	336-431-5115	887456
GUILFORD	MURPHY EXPRESS #8540	Murphy	2700 S. MAIN ST			Y				Y	336-883-6931	988615
GUILFORD	SHEETZ 0663	Sheetz	4112 BRIAN JORDAN PL	Y		Y				Y	800-765-4686	425098
GUILFORD	SHEETZ 0541	Sheetz	1813 S MAIN ST	Y		Y				Y	336-884-5604	442701
GUILFORD	SPEEDWAY 6954 TRUCKSTOP	Speedway	801 W FAIRFIELD RD	Y	Y	Y				Y	336-861-5893	324448
GUILFORD	CIRCLE K #1510	Circle K	4050 RIVER POINTE PL							Y	336-841-4228	682189
GUILFORD	SHEETZ 0414	Sheetz	2980 NC 68 SOUTH	Y		Y				Y	336-841-8900	598113
GUILFORD	QFF 4826 EAST TRINITY	Unbranded	1210 E TRINITY AVE	Y	Y	Y				Y	800-665-5529	985239
GUILFORD	KELLYS EASTCHESTER	Marathon	1232 EASTCHESTER DR			Y				Y	336-884-1633	817301
GUILFORD	KANGAROO EXPRESS 3788	Exxon	820 N MAIN ST	Y						Y	919-895-6142	881338
GUILFORD	KANGAROO EXPRESS 0426	BP	295 E PARRIS AVE							Y	336-869-0278	846955
GUILFORD	SAMS MART #107	Shell	2312 WESTCHESTER DR	Y	Y	Y				Y	336-887-8876	333204
GUILFORD	SPEEDWAY 6952	Speedway	2201 N MAIN ST	Y		Y				Y	336-869-3111	339023
GUILFORD	SHEETZ 0538	Sheetz	802 WESTCHESTER DR	Y		Y				Y	336-884-0012	442698

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
GUILFORD	MURPHY USA #7500	Murphy	2726 N. MAIN ST			Y				Y	111-111-1111	988614
GUILFORD	SPEEDWAY 6953 TRUCKSTOP	Speedway	3030 N MAIN ST	Y	Y	Y				Y	336-869-5740	324457
GUILFORD	SHEETZ 0571	Sheetz	3350 N MAIN ST	Y		Y				Y	336-803-4952	333717
MOORE	QUICK N EASY #14	Citgo	1601 WILEY LEWIS RD		Y	Y				Y	336-617-8167	646818
MACON	4TH STREET MARKET	Shell	545 NORTH 4TH STREET			Y				Y	828-526-4191	345390
ORANGE	SHEETZ 0647	Sheetz	1990 NC 86 S	Y		Y				Y	800-765-4686	398850
ORANGE	EAGLES #5	Unbranded	620 HAMPTON PT			Y				Y	919-732-3676	391312
ORANGE	KANGAROO EXPRESS 0818	BP	500 S CHURTON ST	Y						Y	919-644-0451	846957
ORANGE	KANGAROO EXPRESS 0382	BP	1204 US HIGHWAY 70 E	Y						Y	919-732-5536	846968
ONSLow	SCOTCHMAN 3149	Shell	101 HWY 210	Y	Y	Y				Y	910-478-0375	742524
ONSLow	SPEEDWAY 8659	Speedway	400 US HIGHWAY 17 N			Y				Y	910-329-1554	340521
WAKE	SHEETZ 0659	Sheetz	1100 AVENT FERRY RD	Y		Y				Y	800-765-4686	412140
WAKE	EAGLES #6	Unbranded	7008 GB ALFORD HWY	Y		Y				Y	919-557-8277	390155
CUMBERLAND	CIRCLE K #6485	Circle K	2494 HOPE MILLS RD	Y		Y				Y	910-425-2050	397306
CUMBERLAND	MURPHY USA #6540	Murphy	3050 N. MAIN ST			Y				Y	910-423-4389	988616
CUMBERLAND	WM SUPERCENTER #3456	Walmart	4210 LEGION RD			Y				Y	910-364-0413	366135
CUMBERLAND	CIRCLE K #0481	Unbranded	3458 N MAIN ST							Y	910-425-1228	846937
CUMBERLAND	KANGAROO EXPRESS 3005	BP	5617 ROCKFISH RD	Y						Y	910-424-2443	846947
CUMBERLAND	KANGAROO EXPRESS 0376	BP	4000 S MAIN ST	Y						Y	910-425-1371	887231
CUMBERLAND	KANGAROO EXPRESS 3050	BP	327 CHICKEN FOOT RD	Y		Y				Y	910-423-4710	846941
CUMBERLAND	CIRCLE K #3046	Circle K	674 CHICKEN FOOT RD	Y		Y				Y	910-423-4436	342586
ONSLow	SCOTCHMAN 3139	Exxon	101 HWY 172	Y	Y	Y				Y	910-353-1652	742507
CALDWELL	SCOTCHMAN 3726	BP	2765 HICKORY BLVD							Y	828-728-4151	332661
CALDWELL	MARKET BASKET 24	Shell	1494 CAJAH MOUNTAIN RD		Y	Y				Y	828-572-4015	643763
MECKLENBURG	CIRCLE K #3121	Circle K	4505 HYLAS LN	Y		Y				Y	704-947-8006	334670
MECKLENBURG	7-ELEVEN 35592	Exxon	9502 MOUNT HOLLY HNTRSVLLE RD	Y			Y			Y	704-790-2584	557740
MECKLENBURG	7-ELEVEN 35544	Exxon	9701 SAM FURR RD	Y						Y	704-892-5779	557757
MECKLENBURG	7-ELEVEN 35549	Exxon	12906 ROSEDALE HILL AVE	Y	Y	Y				Y	704-947-3722	557752
MECKLENBURG	CIRCLE K #5102	Shell	9101 SAM FURR RD	Y						Y	704-895-8991	888729
MECKLENBURG	SM #108	Exxon	10343 CANE CREEK DR								704-563-3995	510829
MECKLENBURG	TIMES TURNAROUND 50	BP	14910 HWY 73			Y				Y	704-584-0253	605392
BURKE	JACK B QUICK #7	Marathon	7841 OLD NC 10	Y	Y	Y				Y	828-397-5876	988394
UNION	MARKET EXPRESS 350	Shell	7802 IDLEWILD RD		Y	Y				Y	704-882-9695	683272
UNION	SAMS MART #92	Exxon	5701 NC HWY 74 W	Y		Y				Y	704-288-2569	944679
UNION	7-ELEVEN 35596	Exxon	304 UNIONVILLE INDIAN TRAIL RD W	Y		Y				Y	980-245-9191	557738
UNION	FILL GOOD #17	BP	305 UNIONVILLE INDIAN TRAIL RD W			Y				Y	704-893-0994	440037
UNION	MURPHY USA 7610	Murphy	14049 E INDEPENDENCE RD	Y		Y				Y	704-628-9078	340122
UNION	MARKET EXPRESS 325	Shell	6732 OLD MONROE RD		Y	Y				Y	704-238-9797	683267
UNION	MARKET EXPRESS 310	Exxon	4303 OLD MONROE RD			Y				Y	704-821-5470	683264
UNION	CIRCLE K # 1501	Shell	1071 CHESTNUT LN			Y				Y	704-752-8569	934794
ONSLow	HANDY MART 172	Unbranded	5506 RICHLAND HWY	Y	Y	Y				Y	910-324-4528	645149
ONSLow	FRIENDLY MART #24	Exxon	4981 RICHLANDS HWY	Y	Y	Y				Y	910-219-3242	742749
ONSLow	SCOTCHMAN 3187	BP	3620 RICHLAND HWY	Y		Y				Y	910-455-9394	595401
ONSLow	CIRCLE K #8215	Circle K	3 ARAGONA BLVD	Y		Y				Y	910-346-3573	359383
ONSLow	SPEEDWAY 7941	Speedway	3462 RICHLANDS HWY		Y	Y				Y	910-346-1175	324422
ONSLow	SCOTCHMAN 3054	BP	2111 BURGAW HWY	Y						Y	910-455-0080	595390
ONSLow	CIRCLE K #4589	Circle K	3236 RICHLANDS HWY							Y	910-219-1990	508286
ONSLow	SPEEDWAY 8182	Speedway	6995 WESTERN BLVD	Y		Y				Y	970-346-4729	340297
ONSLow	HANDY MART 174	Unbranded	1476 BURGAW HWY		Y	Y				Y	252-393-2323	340729
ONSLow	SPEEDWAY 8289	Speedway	1495 BURGAW HWY	Y		Y				Y	910-346-7744	340291
ONSLow	WAL-MART #7137	Walmart	4250 WESTERN BLVD			Y				Y	910-467-0977	366633
ONSLow	MURPHY EXPRESS #8569	Murphy	168 HICKORY RD			Y				Y	910-455-3107	988617
ONSLow	KANGAROO EXPRESS 0825	BP	2561 ONSLOW DR	Y						Y	910-346-6177	846974
ONSLow	SAMS CLUB #6573	Sams Club	1170 WESTERN BLVD			Y				Y	910-346-2148	367736
ONSLow	FRIENDLY MART #22	Exxon	3160 WILMINGTON HWY	Y	Y	Y				Y	910-219-4110	686074
ONSLow	SPEEDWAY 8226	Speedway	830 NEW BRIDGE STREET	Y		Y				Y	910-347-6688	340278
ONSLow	HAN DEE HUGO #33	Citgo	467 WESTERN BLVD	Y	Y	Y				Y	910-346-1831	683213
ONSLow	CIRCLE K #4577	Circle K	111 PINEY GREEN LN	Y		Y				Y	910-219-1413	357656
ONSLow	SPEEDWAY 8181	Speedway	454 WESTERN BLVD	Y						Y	910-350-0549	340296

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
ONSLow	SCOTCHMAN 3066	Shell	267 WESTERN BLVD							Y	910-353-8080	742523
ONSLow	KANGAROO EXPRESS 0930	BP	1731 LEJEUNE BLVD	Y						Y	910-577-5689	847019
ONSLow	CIRCLE K #8216	Circle K	199 PINE VALLEY RD	Y						Y	910-577-1611	934874
YADKIN	4-BROTHERS FOOD #300	BP	1736 NC HIGHWAY 67	Y	Y	Y				Y	336-526-4157	339104
YADKIN	SPEEDWAY 6945	Speedway	1648 NC HIGHWAY 67			Y				Y	336-835-3502	338752
YADKIN	SPEEDWAY 6944	Speedway	411 S BRIDGE ST			Y				Y	336-835-1812	338773
CABARRUS	PILOT TRAVEL CENTER #056	Pilot	2825 LANE ST	Y	Y	Y				Y	704-938-6800	890562
CABARRUS	QT 1044	QuikTrip	2790 LANE ST							Y	704-934-0014	434645
CABARRUS	KANGAROO EXPRESS 3470	Shell	3065 DALE EARNHARDT BLVD	Y		Y				Y	704-795-7124	930996
CABARRUS	SAMS CLUB #4797	Sams Club	2421 SUPERCENTER DR NE							Y	704-792-9000	366911
CABARRUS	QT 1003	QuikTrip	2585 DALE EARNHARDT BLVD	Y		Y				Y	704-933-2756	434550
CABARRUS	SPEEDWAY 7984	Speedway	2401 S CANNON BLVD	Y		Y				Y	704-547-1003	339028
CABARRUS	SPEEDWAY 7985	Speedway	2803 N CANNON BLVD	Y		Y				Y	704-933-8003	339016
CABARRUS	QT 1022	QuikTrip	821 CLOVERLEAF PLAZA	Y		Y				Y	704-788-8431	434557
ROWAN	7-ELEVEN 35553	Exxon	2720 W C ST	Y						Y	704-933-3380	557753
CABARRUS	RON'S QUICK GROCERY	Marathon	418 S ENOCHVILLE AVE		Y	Y				Y	704-933-9612	198533
DUPLIN	SPEEDWAY 8227	Speedway	206 N MAIN STREET	Y		Y				Y	910-296-0701	340279
JOHNSTON	BIG BOYS	Shell	595 BAGLEY RD	Y	Y	Y				Y	919-284-4046	677019
JOHNSTON	PETRO #395 /F KENLY 95 TRKSTP	TA	923 JOHNSTON PKWY	Y	Y	Y				Y	919-284-5121	936526
JOHNSTON	FLYING J #683	FLYING J	1800 PRINCETON KENLY RD	Y	Y	Y				Y	919-284-4548	206949
JOHNSTON	CIRCLE K #0931	BP	402 S CHURCH ST	Y		Y				Y	919-284-3199	846875
FORSYTH	SHEETZ 0512	Sheetz	1400 NC HIGHWAY 66 S	Y	Y	Y				Y	336-993-0300	598139
FORSYTH	QFF 4807 CLAYTON FOREST	Unbranded	159 CLAYTON FOREST RD	Y	Y	Y				Y	800-665-5529	985777
FORSYTH	QFF 4827 INDENEER DR	Unbranded	765 INDENEER DR	Y	Y	Y				Y	800-665-5529	985237
FORSYTH	SHEETZ 0436	Sheetz	790 N MAIN ST	Y		Y		Y		Y	336-992-2313	598118
FORSYTH	SPEEDWAY 6941	Speedway	401 N MAIN ST	Y		Y				Y	336-996-3134	339017
FORSYTH	SHEETZ 0512-TRENDAR	Sheetz	1400 NC HIGHWAY 66 S	Y		Y				Y	336-993-0300	840030
FORSYTH	SHEETZ 0578	Sheetz	1551 GLENN CENTRE DR	Y		Y				Y	336-904-0481	335198
FORSYTH	SPEEDWAY 6942	Speedway	826 S MAIN ST	Y		Y				Y	336-996-6313	339009
FORSYTH	7-ELEVEN 36068	Exxon	1005 S MAIN ST	Y		Y				Y	336-996-5925	663208
FORSYTH	KANGAROO EXPRESS 0795	BP	2010 W MOUNTAIN ST	Y		Y				Y	336-996-3451	846953
DARE	SPEEDWAY 8199	Speedway	1822 NORTH CROATAN HWY	Y		Y				Y	252-441-1266	339671
DARE	CIRCLE K #3853	Circle K	1800 N CROATAN HWY	Y		Y				Y	252-480-2676	342302
DARE	CIRCLE K #3854	Circle K	100 W OCEAN BAY BLVD	Y		Y				Y	252-441-7188	342277
DARE	CIRCLE K #0872	Circle K	1400 S CROATAN HWY	Y		Y				Y	252-441-3881	954744
STOKES	SHEETZ 0483	Sheetz	703 E KING ST	Y		Y				Y	123-123-1231	598119
STOKES	7-ELEVEN 36064	Exxon	713 S MAIN ST			Y				Y	336-985-3406	337621
STOKES	CIRCLE K #3178	Circle K	583 S MAIN ST	Y		Y				Y	336-983-6981	342625
STOKES	KANGAROO EXPRESS 0215	Kangaroo	101 E KING ST							Y	336-983-8243	887214
CLEVELAND	KANGAROO EXPRESS 3970	Marathon	225 CLEVELAND AVE	Y		Y				Y	704-739-1602	888853
CLEVELAND	SCOTCHMAN 3725	BP	2120 SHELBY RD	Y	Y	Y				Y	704-730-1663	332662
LENOIR	HANDY MART 165	Unbranded	2325 HWY 258 N	Y		Y				Y	252-522-9472	938229
LENOIR	MURPHY EXPRESS #8509	Murphy	4201 W VERNON AVE			Y				Y	252-522-3561	988618
LENOIR	SPEEDWAY 8229	Speedway	3800 W VERNON AVE	Y		Y				Y	252-523-7365	340280
LENOIR	CIRCLE K #3179	Circle K	2011 W VERNON AVE	Y		Y				Y	252-527-1855	342632
LENOIR	FRIENDLY MART #20	Exxon	2059 HWY 11 55		Y	Y				Y	252-522-1174	883871
LENOIR	SPEEDWAY 8298	Speedway	1660 NC HWY 11 S	Y	Y	Y				Y	252-523-2418	324432
LENOIR	CIRCLE K #3180	Circle K	2305 N HERITAGE ST	Y		Y				Y	252-523-0840	349522
LENOIR	SPEEDWAY 8210	Speedway	1608 HWY 258 S	Y		Y				Y	252-522-4064	340275
LENOIR	SPEEDWAY 8263	Speedway	708 MARTIN LUTHER KING BLVD	Y		Y				Y	252-527-0718	340283
LENOIR	CIRCLE K #3472	BP	509 E NEW BERN RD	Y	Y	Y				Y	252-527-8994	886617
WAKE	SHEETZ 0664	Sheetz	6030 VILLAGE PARK DR	Y		Y				Y	800-765-4686	425100
WAKE	EP#10	Shell	7604 KNIGHTDALE BLVD	Y	Y	Y				Y	919-217-9950	338833
WAKE	POOR BOY GENERAL STORE	Exxon	5804 POOR BOY FARM RD		Y	Y				Y	919-217-2500	334547
LENOIR	SPEEDWAY 8295	Speedway	101 W WASHINGTON ST	Y		Y				Y	252-566-8377	340293
LENOIR	HANDY MART 163	Unbranded	6024 US HIGHWAY 70 E			Y				Y	252-566-9884	532717
COLUMBUS	WACCAMAW SPEEDY MART	Sunoco	104-B TOP TOBACCO RD	Y	Y	Y				Y	910-646-4800	336000
ROWAN	HOMERUN MARKET #15	Shell	100 W RYDER AVE								704-856-0619	514753
SCOTLAND	SPEEDWAY 8664	Speedway	1205 W CHURCH ST			Y				Y	910-610-1592	339398

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
SCOTLAND	NICS PIC KWIK #14	BP	700 HWY 401 S		Y	Y				Y	910-276-0276	405028
SCOTLAND	CIRCLE K #3136	Circle K	1135 S MAIN ST	Y						Y	910-276-2071	342574
SCOTLAND	MURPHY USA #6760	Murphy	909 US HWY 15 - 401 BYPASS			Y				Y	910-610-4409	988619
SCOTLAND	SPEEDWAY 8180	Speedway	1425 S MAIN ST			Y				Y	910-276-4642	339416
SCOTLAND	NICS PIC KWIK #15	BP	12500 MCCOLL HWY 401 S		Y	Y				Y	910-277-3939	405026
BRUNSWICK	SCOTCHMAN 3115	BP	36 RIVER RD SE HWY 133	Y		Y				Y	910-371-6263	742379
BRUNSWICK	THE POP SHOPPE #172	Citgo	115 VILLAGE RD NE	Y	Y	Y				Y	910-371-1288	982340
BRUNSWICK	SALTY DOG C STORE	Exxon	9413B PLOOF RD SE			Y				Y	910-383-0691	870184
BRUNSWICK	CIRCLE K #6487	Circle K	7806 OCEAN HWY E	Y		Y				Y	910-253-3400	325145
BRUNSWICK	MURPHY USA #7419	Murphy	1116 NEWPOINTE BLVD			Y				Y	910-371-0419	988620
CALDWELL	SPEEDWAY 7972	Speedway	502 WILKESBORO BLVD SE	Y		Y				Y	828-754-6851	988568
CALDWELL	FASTOP MARKET #301	Shell	215 BLOWING ROCK BLVD	Y		Y				Y	828-754-6863	683356
CALDWELL	MURPHY USA 7538	Murphy	915 BLOWING ROCK BLVD	Y		Y				Y	828-754-0079	331188
CALDWELL	JACK B QUICK #8	Marathon	2036 CONNELLY SPRINGS RD		Y	Y				Y	828-726-1414	988395
CALDWELL	CHEEKS GIRILL & CONVENIENCE	BP	2689 BLOWING ROCK BLVD			Y				Y	828-758-1173	336738
CALDWELL	CUBBARD EXPRESS #11	Marathon	1426 BEECHER ANDERSON RD			Y				Y	828-754-9992	532574
BERTIE	DUCK THRU FOOD STORE #26	Shell	208 CHURCH ST		Y	Y				Y	252-348-2555	176722
FORSYTH	CIRCLE K #1539	Shell	480 WILLIAMS RD	Y						Y	336-945-5686	546541
DAVIDSON	SPEEDWAY 7928	Speedway	537 N MAIN ST	Y		Y				Y	336-249-8340	339018
DAVIDSON	SHEETZ 0495	Sheetz	8283 OLD US HWY 52	Y		Y				Y	336-224-5600	598131
DAVIDSON	7-ELEVEN 59952	Mobil	1709 COTTON GROVE RD							Y	336-357-5392	663207
DAVIDSON	MURPHY USA #7271	Murphy	1110 COTTON GROVE RD			Y				Y	336-224-5780	988625
DAVIDSON	CIRCLE K #1493	Shell	299 US HIGHWAY 64 W	Y		Y				Y	336-243-6367	816755
DAVIDSON	SHEETZ 0569	Sheetz	2350 S MAIN ST	Y		Y				Y	123-123-1231	442681
HARNETT	SHEETZ 0645	Sheetz	55 PINE STATE ST	Y		Y				Y	800-765-4686	398854
HARNETT	CIRCLE K #3053	Circle K	41 E CORNELIUS HARNETT BLVD	Y		Y				Y	910-893-6713	342364
HARNETT	SPEEDWAY 7930	Speedway	1126 N MAIN ST	Y	Y	Y				Y	910-893-4434	324450
LINCOLN	HOMERUN MARKET #5	Shell	3561 E NC-27								704-240-3187	514751
LINCOLN	TIMES TURN AROUND 04	BP	2568 E MAIN ST			Y				Y	704-732-6001	963552
LINCOLN	MURPHY EXPRESS #8703	Murphy	471 N GENERALS BLVD	Y		Y				Y	704-735-6018	604093
LINCOLN	KINGSWAY #18	Exxon	1316 N ASPEN ST			Y				Y	704-735-4421	896202
DAVIDSON	BILL'S TRUCK STOP	Unbranded	1210 SNIDER KINES RD	Y	Y	Y				Y	336-956-4494	880414
STANLY	QUIK CHEK #05	Phillips	512 MAIN ST W		Y	Y				Y	704-888-6755	406579
STANLY	MURPHY EXPRESS #8571	Murphy	158 JAMESAVE			Y				Y	704-888-3321	988627
FRANKLIN	MURPHY EXPRESS #8570	Murphy	800 RETAIL WAY			Y				Y	919-340-0333	988825
FRANKLIN	SPEEDWAY 8218	Speedway	112 S BICKETT BLVD			Y				Y	919-496-6794	339564
FRANKLIN	SHEETZ 0485	Sheetz	108 S BICKETT BLVD	Y		Y		Y		Y	919-340-4406	598123
GASTON	QSC FOOD MART	Shell	714 MCADEVILLE	Y		Y				Y	704-879-4542	682957
GASTON	LOWELL MINI MART	Exxon	719 MCADEVILLE RD			Y				Y	704-718-4088	861827
ROBESON	WAL-MART #7209	Walmart	2985 E ELIZABETHTOWN RD			Y				Y	910-887-6107	366644
ROBESON	SPEEDWAY 8666	Speedway	1703 W 5TH STREET			Y				Y	910-738-8067	339403
ROBESON	WAL-MART #7217	Walmart	2503 W 5TH ST			Y				Y	910-887-6121	365828
ROBESON	MINUTEMAN #25	Marathon	3905 MARTIN LUTHER KING JR DR	Y	Y	Y				Y	910-618-0828	905570
CATAWBA	CIRCLE K #0239	Kangaroo	1200 E MAIN ST	Y						Y	828-428-3211	887216
CATAWBA	HOMERUN MARKET #6	Shell	610 E MAIN ST							Y	828-428-0104	430991
CATAWBA	TIMES #52	BP	5862 STARTOWN RD	Y		Y				Y	828-705-6300	589356
DARE	DUCK THRU FOOD STORE #23	Shell	520 US HWY 64	Y						Y	252-473-3095	879351
DARE	SPEEDWAY 8280	Speedway	202 US HWY 64	Y		Y				Y	252-475-1095	339654
PENDER	SCOTCHMAN 3001	BP	15515 HWY 53 E			Y				Y	910-259-9317	742752
MCDOWELL	LOVES TRAVEL STOP #308	LOVES	3308 NC 226 S	Y	Y	Y				Y	828-652-3422	865125
MCDOWELL	MURPHY EXPRESS #8682	Murphy	2757 SUGAR HILL RD			Y				Y	828-652-1515	988826
UNION	SPI EXPRESS #4	Marathon	7037 E MARSHVILLE BLVD							Y	704-624-5261	660023
UNION	SPI EXPRESS #6	Marathon	6706 E MARSHVILLE BLVD			Y				Y	704-624-5926	660025
UNION	SPEEDWAY 7997	Speedway	308 W MARSHVILLE BLVD	Y	Y	Y				Y	704-624-5616	339019
UNION	7-ELEVEN 35595	Exxon	15000 IDLEWILD RD	Y		Y				Y	704-628-8007	557737
MECKLENBURG	CIRCLE K #5113	Shell	3424 MATTHEWS MINT HILL RD	Y		Y				Y	704-845-2079	888716
MECKLENBURG	7-ELEVEN 35594	Exxon	11208 E INDEPENDENCE BLVD	Y		Y				Y	980-245-9185	557742
MECKLENBURG	7-ELEVEN 35593	Exxon	1700 WINDSOR SQUARE DR	Y						Y	980-245-9182	557741
UNION	MARKET EXPRESS 315	Shell	2800 OLD MONROE RD		Y	Y				Y	704-821-3171	683265



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County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
MECKLENBURG	KANGAROO EXPRESS 3925	Shell	100 E JOHN ST	Y		Y				Y	704-847-3198	888918
MECKLENBURG	SAM'S MART #023	Shell	668 W JOHN ST	Y		Y				Y	704-845-1260	905377
MECKLENBURG	QT 1028	QuikTrip	10621 MONROE RD			Y				Y	817-877-4237	434560
UNION	MARKET EXPRESS #355	Shell	6320 WEDDINGTON MONROE RD			Y				Y	704-684-1433	683273
ROBESON	KANGAROO EXPRESS 3018	BP	504 W DR MARTIN LUTHER KING JR DR	Y						Y	910-844-3890	846935
ROBESON	SUNDO CABINET SHOP RD	Unbranded	1358 CABINET SHOP ROAD	Y	Y	Y				Y	910-521-4301	329548
ROCKINGHAM	MURPHY USA #7241	Murphy	6705 NC 135			Y				Y	336-548-2006	988827
ALAMANCE	MURPHY USA #7247	Murphy	1310 SOUTH MEBANE OAKS RD			Y				Y	919-304-5427	988828
ALAMANCE	SHEETZ 0380	Sheetz	1237 MEBANE OAKS RD	Y		Y				Y	919-304-9536	598144
ALAMANCE	SPEEDWAY 6956	Speedway	1105 MEBANE OAKS ROAD			Y				Y	919-304-1125	339407
ALAMANCE	PILOT TRAVEL CENTER #057	Pilot	1342 TROLLINGWOOD HAWFLDS RD	Y	Y	Y				Y	919-563-4999	890551
ALAMANCE	LOVE'S TRAVEL STOP #667	LOVES	1217 TROLLINGWOOD HAWFIELDS RD	Y	Y	Y				Y	919-563-1814	371799
VANCE	CRUIZERS #220	Mobil	6325 US 1 & HWY 158			Y				Y	252-492-7389	340907
CABARRUS	B&D MART	Exxon	4445 HIGHWAY 27 E		Y	Y				Y	704-888-5285	870138
CABARRUS	SPEEDWAY 7974	Speedway	4350 HIGHWAY 24 27 E	Y	Y	Y				Y	704-888-3377	324449
ONSLow	CIRCLE K #3075	Circle K	2868 PINEY GREEN RD	Y						Y	910-577-0261	342626
ONSLow	KANGAROO EXPRESS 3126	BP	2865 PINEY GREEN RD	Y		Y				Y	910-353-9091	846994
POLK	MC GUINNS STORE	Exxon	4884 N NC 9 HWY	Y	Y	Y				Y	828-625-4755	870173
HENDERSON	TRIANGLE STOP #214	Marathon	4197 HAYWOOD RD			Y				Y	828-891-4807	213744
UNION	KANGAROO EXPRESS 3980	Shell	5905 WAXHAW HWY			Y				Y	704-843-5660	888943
MECKLENBURG	SPEEDWAY 7975	Speedway	13354 ALBEMARLE RD	Y		Y				Y	704-573-0557	339020
DAVIE	CIRCLE K #1494	Shell	765 VALLEY RD	Y		Y				Y	336-751-0443	816756
DAVIE	SHEETZ 0455	Sheetz	1449 YADKINVILLE RD	Y		Y				Y	336-679-2212	598075
DAVIE	SPEEDWAY 7919	Speedway	1508 YADKINVILLE RD			Y				Y	336-751-6144	338757
DAVIE	MURPHY USA #7370	Murphy	145 COOPER CREEK DR			Y				Y	336-753-6893	988829
DAVIE	POP SHOPPE #233	Citgo	1675 US HWY 601 N			Y				Y	336-753-6303	339264
DAVIE	4 BROTHERS FOOD #303	BP	1688 US HIGHWAY 64 W			Y				Y	336-492-5192	339109
UNION	SPI EXPRESS #3	Marathon	2623 SIKES MILL RD			Y				Y	704-226-1035	660022
UNION	FAIRVIEW EXXON	Exxon	7502 CONCORD HWY	Y	Y	Y				Y	704-753-1925	870159
UNION	SPI EXPRESS #7	Marathon	2303 MORGAN MILL RD			Y				Y	704-289-7007	660026
UNION	KANGAROO EXPRESS 3981	Marathon	1805 MORGAN MILL RD	Y		Y				Y	704-225-8038	888938
UNION	MARKET EXPRESS 300	Shell	600 W ROOSEVELT BLVD	Y	Y	Y				Y	704-282-8225	683262
UNION	QT 1074	QuikTrip	603 W ROOSEVELT BLVD	Y		Y				Y	704-283-1772	434573
UNION	SPI EXPRESS #1	Marathon	1907 OLD CHARLOTTE HWY			Y				Y	704-283-5058	660020
UNION	SPI EXPRESS #2	Marathon	101 W SUNSET DR			Y				Y	704-289-6535	660021
UNION	FILL GOOD #15	BP	4102 W HIGHWAY 74	Y	Y	Y				Y	704-291-9961	440038
UNION	KANGAROO EXPRESS 3985	Shell	3006 OLD CHARLOTTE HWY	Y		Y				Y	704-283-8884	888937
UNION	KANGAROO EXPRESS 3045	Kangaroo	4103 W HIGHWAY 74	Y		Y				Y	704-289-6199	886616
UNION	KANGAROO EXPRESS 3983	Marathon	1692 W FRANKLIN ST	Y		Y				Y	704-225-0336	888832
UNION	QT 1054	QuikTrip	5650 W HWY 74	Y		Y				Y	704-225-0343	434569
UNION	KANGAROO EXPRESS 3986	Shell	2226 LANCASTER AVE	Y		Y				Y	704-238-0889	888942
UNION	KANGAROO EXPRESS 3982	Shell	3503 WEDDINGTON RD	Y		Y				Y	704-226-1138	888939
IREDELL	KANGAROO EXPRESS 0784	Kangaroo	703 N MAIN ST	Y		Y				Y	704-663-6153	530754
IREDELL	KANGAROO EXPRESS 3023	Exxon	598 N MAIN ST			Y				Y	704-663-1539	530750
IREDELL	FAST PHILS #503	Citgo	625 E PLAZA DR			Y				Y	704-663-7993	338907
IREDELL	KANGAROO EXPRESS 0172	Marathon	354 S MAIN ST	Y		Y				Y	704-663-7217	676709
IREDELL	SPEEDWAY 7978	Speedway	152 E PLAZA DR			Y				Y	704-664-2393	338755
IREDELL	JALA BAPA 2020	Citgo	133 E PLAZA DR	Y		Y				Y	704-664-0823	529585
IREDELL	QT 1008	QuikTrip	161 W PLAZA DR	Y		Y				Y	704-660-0153	434552
IREDELL	CIRCLE K #1489	Circle K	255 W PLAZA DR	Y		Y				Y	704-662-0386	816559
IREDELL	FAST PHILS #502	Citgo	3178 CHARLOTTE HWY		Y	Y				Y	704-663-6863	338909
IREDELL	D MART #5	Exxon	388 W PLAZA DR			Y				Y	704-799-1100	339362
IREDELL	HOMERUN MARKET #16	Shell	223 MEDICAL PARK RD							Y	704-799-2239	514754
IREDELL	HOME RUN MARKET #1	Shell	468 RIVER HWY			Y				Y	704-663-5372	229118
IREDELL	SPEEDWAY 7979	Speedway	571 RIVER HWY	Y		Y				Y	704-663-6737	338759
IREDELL	SAMS CLUB #4917	Sams Club	646 RIVER HWY			Y				Y	704-360-6020	367044
IREDELL	HOMERUN MARKET #18	Shell	336 WILLIAMSON RD			Y				Y	704-799-0470	502625
IREDELL	HOMERUN MARKET 17	Shell	115 MECKLYNN RD			Y				Y	704-765-9766	648239
IREDELL	QT 1009	QuikTrip	680 RIVER HWY	Y		Y				Y	704-664-0855	434553

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County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
IREDELL	FAST PHILS #9	Citgo	1111 BRAWLEY SCHOOL RD	Y						Y	704-664-7004	338902
IREDELL	HOMERUN MARKET #3	Shell	1228 RIVER HWY								704-663-7078	514749
CARTERET	CIRCLE K #3473	Circle K	5230 HWY 70 W	Y	Y	Y				Y	252-727-0070	342612
CARTERET	MURPHY USA #6768	Murphy	280 HIGHWAY 24			Y				Y	252-726-0200	988830
CARTERET	SPEEDWAY 7908	Speedway	400 ARENDELL ST	Y		Y				Y	252-726-3419	340270
BURKE	LIBERTY MARKET	Exxon	1504 BETHEL ROAD			Y				Y	828-391-8411	353179
BURKE	SPEEDWAY 7962	Speedway	2205 S STERLING ST			Y				Y	828-433-8556	338564
BURKE	SHOP & SAVE 4	Exxon	100 W FLEMING DRIVE							Y	828-437-6000	353180
BURKE	JACK B QUICK #10	Marathon	900 LENOIR RD			Y				Y	828-433-0902	988396
BURKE	HOP & SAVE 9	Unbranded	301 W UNION STREET			Y				Y	828-433-9082	353182
BURKE	MOEW FOODS	Exxon	1023 BURKEMONT AVE							Y	828-544-5490	353178
BURKE	JACK B QUICK #11	Marathon	1270 BURKEMONT AVE	Y							828-439-9055	988397
BURKE	MURPHY EXPRESS #8719	Murphy	655 FLEMING DR	Y		Y				Y	828-439-2403	604098
BURKE	SPEEDWAY 7964	Speedway	900 W UNION ST			Y				Y	828-433-6903	338569
BURKE	MINI SAVER	Exxon	855 N GREEN STREET			Y				Y	828-437-1053	353181
BURKE	WAL-MART #7304	Walmart	1001 AND 1003 N GREEN ST			Y				Y	828-544-6118	366665
WAKE	KANGAROO EXPRESS 3886	BP	3610 DAVIS DR			Y				Y	919-463-7654	847025
WAKE	CIRCLE K 1403	Circle K	4019 DAVIS DR	Y		Y				Y	919-380-8846	983981
WAKE	SHEETZ 0600	Sheetz	1019 MORRISVILLE PKWY	Y		Y		Y		Y	800-765-4686	325187
WAKE	SHEETZ 0525	Sheetz	10700 CHAPEL HILL RD	Y	Y	Y				Y	123-123-1231	598156
WAKE	SHEETZ #0642	Sheetz	390 DAVIS DR	Y		Y		Y		Y	800-765-4686	391974
WAKE	KANGAROO EXPRESS 0850	BP	100 FACTORY SHOPS RD	Y		Y				Y	919-467-6009	846911
WAKE	SHEETZ 0399	Sheetz	1600 AVIATION PKWY	Y		Y				Y	919-840-0466	598103
SURRY	4-BROTHERS FOOD #102	Exxon	515 HOLLY SPRINGS RD			Y				Y	336-789-7985	905781
SURRY	CIRCLE K #1522	Shell	2227 ROCKFORD ST	Y		Y				Y	336-719-0148	546543
SURRY	SPEEDWAY 6949	Speedway	1012 ROCKFORD ST			Y				Y	336-786-5868	338775
SURRY	SHEETZ 0490	Sheetz	2905 ROCKFORD ST	Y		Y		Y		Y	336-719-2478	598126
SURRY	CIRCLE K #02021	Unbranded	1910 N MAIN ST	Y		Y				Y	336-719-0579	934876
SURRY	SPEEDWAY 6950	Speedway	840 W PINE ST			Y				Y	336-786-8655	338754
SURRY	CIRCLE K #4597	Circle K	1309 W PINE ST								336-719-2006	529323
SURRY	CIRCLE K 1530	Shell	2152 RED BRUSH RD	Y		Y				Y	336-320-2155	924813
SURRY	CIRCLE K #1537	Circle K	110 GRACELAND LN	Y		Y				Y	336-352-4109	924815
SURRY	FLYING J #549	FLYING J	125 PLAZA LN	Y	Y	Y				Y	336-352-3167	984202
GASTON	CIRCLE A FOOD STORE	Unbranded	1301 N MAIN ST			Y				Y	704-820-2858	325170
GASTON	WILL'S FOOD STORE #1	Shell	1002 W CHARLOTTE AVE			Y				Y	704-820-9771	578851
GASTON	XPRESS MARKET 01	Citgo	703 TUCKASEEGE ROAD			Y				Y	704-812-8620	393624
GASTON	WESTVIEW GROCERY	BP	1021 WEST CATAABA AVE		Y	Y				Y	704-827-1300	386547
GASTON	WILL'S FOOD STORE #6	Exxon	4010 HICKORY GROVE RD		Y	Y				Y	704-820-9771	576394
WAYNE	MURPHY USA #7438	Murphy	304 NC HWY 55 WEST			Y				Y	919-658-9501	989422
WAYNE	SPEEDWAY 8244	Speedway	124 NC HIGHWAY 55 W	Y	Y	Y				Y	919-658-6500	324427
WAYNE	HANDY MART 102	Unbranded	1092 N BREAZEALE AVE	Y		Y				Y	919-658-5832	870211
WAYNE	FRIENDLY MART #6	Exxon	819 N BREAZEALE AVE	Y	Y	Y				Y	919-658-5270	883866
CABARRUS	CIRCLE K #8387	Shell	8425 HIGHWAY 49 N	Y						Y	704-436-2977	934800
CURRITUCK	DUCK THRU FOOD STORE #28	Shell	416 CARATOKE HWY			Y				Y	252-435-2629	679979
CURRITUCK	DUCK THRU FOOD STORE #29	Gulf	512 CARATOKE HWY			Y				Y	252-435-1022	636308
HERTFORD	SPEEDWAY 6968	Speedway	501 W MAIN STREET	Y	Y	Y				Y	252-398-5164	339669
HERTFORD	SPEEDWAY 8224	Speedway	604 E MAIN ST	Y		Y				Y	252-398-4037	339649
CHEROKEE	MURPHY USA #6610	Murphy	2336 US HWY 19			Y				Y	828-835-7255	990426
CHEROKEE	FASTOP #309	Shell	650 US HWY 64 WEST								828-835-2160	500365
DARE	DUCK THRU FOOD STORE #24	Shell	4201 S CROATAN HWY			Y				Y	252-441-7213	879384
DARE	DUCK THRU FOOD STORE #19	Shell	6320 S CROATAN HWY	Y		Y				Y	252-441-6931	879318
NASH	L&L FOOD STORE #14	Exxon	479 W WASHINGTON ST	Y	Y	Y				Y	252-459-8300	403186
NASH	CIRCLE K #3105	Circle K	367 W WASHINGTON ST	Y		Y				Y	252-459-8838	349474
NASH	L&L FOOD STORE #12	BP	5862 S HWY 58	Y	Y	Y				Y	252-443-3212	403181
NASH	MURPHY EXPRESS #8502	Murphy	1151 EASTERNAVE			Y				Y	252-462-2383	990427
Craven	RIVER BEND SHELL	Shell	4891 US HIGHWAY 17 S			Y				Y	252-634-2305	870093
Craven	SPEEDWAY 8277	Speedway	370 WASHINGTON POST RD	Y	Y	Y				Y	252-638-5988	324429
Craven	SPEEDWAY 8275	Speedway	4100 DR M L KING JR BLVD	Y		Y				Y	252-638-4668	340288
Craven	WAL-MART #7218	Walmart	2915 NEUSE BLVD			Y				Y	252-649-6052	366645

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
CRAVEN	SPEEDWAY 8282	Speedway	1915 S GLENBURNIE RD	Y		Y				Y	252-637-3305	340289
CRAVEN	TWIN RIVERS FUEL MARKET	Shell	3209 DR M L KING JR BLVD							Y	252-636-2925	838695
CRAVEN	TRENT FUEL MARKET	Shell	3419 TRENT RD			Y				Y	252-633-2760	848632
CRAVEN	KANGAROO EXPRESS 0934	BP	1211 SIMMONS ST	Y		Y				Y	252-633-5778	846919
CRAVEN	EAST 70 FUEL MARK	Shell	1520 US HWY 70 E		Y	Y				Y	252-639-9992	958912
CRAVEN	SPEEDWAY 8222	Speedway	429 E GRANTHAM RD	Y	Y	Y				Y	252-633-5537	340277
WAKE	SKYMART	Unbranded	5873 OLD US 1 HWY		Y	Y				Y	919-362-0545	924816
STANLY	FASTSTOP #2	76	112 S MAIN ST								704-363-6882	514758
AVERY	QUIK SHOP	Citgo	713 PINEOLA ST	Y		Y				Y	828-733-0294	683374
CARTERET	SPEEDWAY 7946	Speedway	4275 HIGHWAY 24		Y	Y				Y	252-393-2982	324421
CARTERET	SPEEDWAY 8268	Speedway	6999 US HIGHWAY 70 E	Y		Y				Y	252-223-2103	340284
CATAWBA	CIRCLE K #0240	Circle K	334 E 20TH ST	Y						Y	828-464-2512	530749
CATAWBA	KS MART #2	Valero	1969 NORTHWEST BLVD			Y				Y	828-466-1336	532357
CATAWBA	SPEEDWAY 7955	Speedway	1305 NORTHWEST BLVD			Y				Y	828-465-6086	338572
CATAWBA	WM SUPERCENTER #4432	Walmart	1818 NORTHWEST BLVD			Y				Y	828-468-6244	366306
CATAWBA	KANGAROO EXPRESS 3024	Marathon	506 SOUTHWEST BLVD	Y		Y				Y	828-465-0530	530732
CATAWBA	FAST PHILS #145	Valero	2443 W NC 10 HWY	Y		Y				Y	828-466-0161	423717
CATAWBA	LOVE'S TRAVEL STOP #697	LOVES	1760 SOUTHFORK DR	Y	Y	Y				Y	919-563-1814	385497
SAMPSON	CECIL'S EXXON	Exxon	202 RALEIGH RD		Y	Y				Y	910-594-1286	888078
WARREN	SPEEDWAY 8676	Speedway	115 US HIGHWAY 1 S			Y				Y	252-456-2411	339570
WARREN	PAY JAY	Unbranded	1826 US HWY 1 N								252-456-3282	531621
WILKES	SPEEDWAY 7902	Speedway	701 2ND ST	Y		Y				Y	336-667-7531	338570
WILKES	SPEEDWAY 7904	Speedway	1602 2ND ST			Y				Y	336-838-1971	338553
WILKES	4-BROTHERS FOOD #400	Exxon	1611 W D ST			Y				Y	336-667-5586	905731
STANLY	NORWOOD BP	BP	222 N MAIN ST	Y		Y				Y	704-474-4041	636489
MARTIN	SPEEDWAY 6964 TRUCKSTOP	Speedway	303 NC HWY 125		Y	Y				Y	252-798-7931	324436
BRUNSWICK	KANGAROO EXPRESS 3135	BP	100 YAUPON DR	Y		Y				Y	910-278-5749	846956
BRUNSWICK	KANGAROO EXPRESS 3049	BP	7095 OCEAN HWY W	Y		Y				Y	910-579-8531	846977
BRUNSWICK	KANGAROO EXPRESS 3999	Exxon	927 SEASIDE RD SW			Y				Y	919-579-0402	674937
MCDOWELL	STUCKEY'S OF OLD FORT	Exxon	121 PARKER PADGETT RD		Y	Y				Y	828-668-7511	889013
GRANVILLE	MURPHY EXPRESS #8574	Murphy	1015 LEWIS ST #2			Y				Y	919-693-1253	990429
GRANVILLE	ROSE MART #8	Shell	703 LEWIS ST			Y				Y	919-693-2921	861585
GRANVILLE	CRUIZERS #81	Valero	904 MLK JR. AVE	Y						Y	919-693-9759	340885
GRANVILLE	ROSE MART #16	Shell	903 LINDEN AVE							Y	919-693-2737	898839
GRANVILLE	SPEEDWAY 8281	Speedway	821 LINDEN AVE			Y				Y	919-603-5900	339565
GRANVILLE	ROSE MART #15	Shell	3901 OUTER LOOP ROAD							Y	919-603-0313	890032
ROBESON	KANGAROO EXPRESS 1649	BP	501 W 3RD ST	Y						Y	910-521-8700	676713
ROBESON	MINUTEMAN #29	Marathon	7547 NC HIGHWAY 711		Y	Y				Y	910-522-0061	905621
FORSYTH	4 BROTHERS 214	BP	4575 YADKINVILLE HIGHWAY								336-757-7600	512667
SURRY	RED STRIPE	Exxon	700 SOUTH KEY STREET		Y	Y				Y	336-368-5432	324693
SURRY	SPEEDWAY 6948	Speedway	818 S KEY ST			Y				Y	336-368-9843	338774
SURRY	CIRCLE K #1524	Shell	805 S KEY ST	Y	Y	Y				Y	336-368-1083	546547
MOORE	SHORT STOP #77	Exxon	200 RATTLESNAKE TRL							Y	910-295-6574	881686
EDGEcombe	DUCK THRU FOOD STORE #57	Clark	316 E HORNET ST	Y		Y				Y	252-250-5002	390630
MECKLENBURG	SAM'S MART #079	Exxon	10222 JOHNSTON ROAD		Y	Y		Y		Y	704-752-3935	910178
MECKLENBURG	7-ELEVEN 35564	Mobil	105 S POLK ST	Y		Y	Y			Y	704-227-0270	557729
MECKLENBURG	BM FOODMART SHELL	Shell	12740 LANCASTER HWY			Y				Y	704-341-8443	695382
LENOIR	FRIENDLY MART #19	Exxon	5847 HWY 11 S		Y	Y				Y	252-568-4412	883870
STOKES	4 BROTHERS 104	BP	1448 PERCH ROAD								336-757-7600	512665
CHATHAM	CRUIZERS #46	Exxon	30 POWELL PLACE LN	Y		Y		Y		Y	919-542-2836	340904
CHATHAM	KANGAROO EXPRESS 3298	BP	196 SANFORD RD	Y		Y				Y	919-542-3070	846876
CHATHAM	PITTSBORO MART	Mobil	620 WEST STREET		Y	Y				Y	919-924-8216	395352
NORTHAMPTON	PILOT TRAVEL CENTER #058	Pilot	2032 NC HIGHWAY 48	Y	Y	Y				Y	252-537-4476	890555
WASHINGTON	SPEEDWAY 8288	Speedway	2025 US HIGHWAY 64 W	Y	Y	Y				Y	252-793-4425	324430
WASHINGTON	SPEEDWAY 8668	Speedway	630 US HIGHWAY 64 EAST	Y	Y	Y				Y	252-793-2806	339661
WASHINGTON	SPEEDWAY 6966	Speedway	1109 US HIGHWAY 64 EAST	Y	Y	Y				Y	252-793-4313	339667
ANSON	POLKTON EXPRESS MART	Exxon	7962 HWY 74 W		Y	Y				Y	704-272-0800	337036
JOHNSTON	HANDY MART 170	Unbranded	1050 EDWARDS RD		Y	Y				Y	919-936-0142	970875
HOKE	KANGAROO EXPRESS 3048	BP	9615 FAYETTEVILLE RD	Y		Y				Y	910-875-7848	846950

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
HOKE	MURPHY EXPRESS #8591	Murphy	4625 FAYETTEVILLE RD			Y				Y	910-848-2329	990432
HOKE	SPEEDWAY 7903	Speedway	422 ABERDEEN RD			Y				Y	910-875-6377	339406
WAKE	SHEETZ 0480	Sheetz	600 CORPORATE CENTER DR	Y		Y		Y		Y	919-859-9577	598141
WAKE	SHEETZ 0675	Sheetz	101 KUMAR COURT								814-947-5310	521489
WAKE	QFF 4810 LIMOUSINE DR	Unbranded	6321 LIMOUSINE DR	Y	Y	Y				Y	800-665-5529	985778
WAKE	WESTGATE IMPORTS	Citgo	6312 WESTGATE RD			Y				Y	919-781-7444	332878
WAKE	EAGLES #4	Unbranded	8710 GLENWOOD AVE	Y		Y				Y	919-781-5259	392722
WAKE	CIRCLE K #0916	Circle K	3721 TRYON RD	Y						Y	919-838-1456	342325
WAKE	QFF 4830 FLEET SERVICE DR	Unbranded	8711 FLEET SERVICE RD	Y	Y	Y				Y	800-665-5529	985233
WAKE	SHEETZ 0634	Sheetz	8101 GLENWOOD AVE	Y		Y				Y	800-765-4686	365491
WAKE	CIRCLE K #0320	Circle K	3289 AVENT FERRY RD	Y						Y	919-851-4889	342319
WAKE	CIRCLE K #8620	Shell	4100 WESTERN BLVD	Y		Y				Y	919-851-1050	934790
WAKE	SPEEDWAY 6986	Speedway	3912 WERN BLVD			Y				Y	919-833-1021	339578
WAKE	CIRCLE K #1511	Circle K	4501 DELTA LAKE DR			Y				Y	919-510-7976	682190
WAKE	CIRCLE K #6119	Shell	3600 LAKE BOONE TRL	Y						Y	919-571-0820	966458
WAKE	QUALITY QUICK MART	Citgo	2618 LAKE WHEELER RD								919-803-2096	527684
WAKE	SHEETZ 0513	Sheetz	9915 FAYETTEVILLE RD	Y		Y				Y	919-577-1110	598134
WAKE	CIRCLE K #6314	Shell	11700 NEW LEESVILLE BLVD	Y		Y				Y	919-844-7605	677932
WAKE	KANGAROO EXPRESS 3100	BP	6317 CREEDMOOR RD	Y		Y				Y	919-870-1108	846868
WAKE	CIRCLE K #4270	Circle K	5009 FAYETTEVILLE RD	Y						Y	919-772-4007	934872
WAKE	MURPHY EXPRESS #8724	Murphy	4520 FAYETTEVILLE RD	Y		Y				Y	919-771-1547	604101
WAKE	KANGAROO EXPRESS 3303	BP	2506 S SAUNDERS ST	Y						Y	919-743-0128	846989
WAKE	SPEEDWAY 6987	Speedway	2604 S SAUNDERS ST			Y				Y	919-834-2013	339579
WAKE	HAN DEE HUGO #83	Exxon	3525 S WILMINGTON ST	Y	Y	Y				Y	919-779-1641	948422
WAKE	SAMS CLUB #8223	Sams Club	2537 S SAUNDERS ST							Y	919-839-1700	368271
WAKE	QFF 4829 DURHAM DR UNATTD	Unbranded	3350 DURHAM DR	Y	Y	Y				Y	800-665-5529	985242
WAKE	SPEEDWAY 6983	Speedway	850 CAPITAL BLVD			Y				Y	919-832-8478	339582
WAKE	NEW BERN AVE STATION	Citgo	1210 NEW BERN AVE		Y	Y		Y		Y	919-828-5293	924667
WAKE	CRUIZERS #28	Mobil	7220 SIX FORKS RD	Y		Y				Y	919-847-2606	340897
WAKE	SPEEDWAY 6989	Speedway	10920 CREEDMOOR ROAD			Y				Y	919-870-6057	339580
WAKE	HAN DEE HUGO #46	Exxon	1920 ROCK QUARRY RD							Y	919-836-8780	594536
WAKE	QFF 4822 HODGES ST	Unbranded	1325 HODGES STREET	Y	Y	Y				Y	800-665-5529	985784
WAKE	KANGAROO EXPRESS 3098	BP	4302 WAKE FOREST RD	Y		Y				Y	919-878-0864	670072
WAKE	BUY QUICK #1064	Shell	10701 SIX FORKS RD	Y	Y	Y				Y	919-599-0301	422346
WAKE	CRUIZERS #82	Valero	8105 FALLS OF NEUSE RD	Y						Y	919-846-6061	340887
WAKE	EP MART #12	Exxon	4801 ATLANTIC AVE							Y	919-873-9360	344629
WAKE	CIRCLE K #8527	Circle K	2100 E MILLBROOK RD	Y						Y	919-850-9776	934869
WAKE	CIRCLE K #6329	Shell	2400 SPRING FOREST RD	Y		Y				Y	919-875-2112	966462
WAKE	SHEETZ 0537	Sheetz	2408 DIXIE FOREST RD	Y		Y				Y	919-790-7065	442697
WAKE	STAR MOUNT MART	Valero	3320 CAPITAL BLVD		Y	Y				Y	919-954-1995	905455
WAKE	CIRCLE K 3475	Kangaroo	3741 CAPITAL BLVD	Y		Y				Y	919-875-0098	329296
WAKE	SPEEDWAY 6975	Speedway	1741 TRAWICK ROAD			Y				Y	919-231-2202	339577
WAKE	SHEETZ 0536	Sheetz	4660 MILBROOK GREEN DR	Y		Y				Y	123-123-1231	598159
WAKE	CAPITAL MART	Valero	4125 CAPITAL BLVD		Y	Y				Y	919-954-1937	896075
WAKE	KANGAROO EXPRESS 0869	BP	8500 HARPS MILL RD	Y	Y	Y				Y	919-872-0614	846907
WAKE	MINI CITY EXXON	Exxon	4413 CAPITAL BLVD	Y						Y	919-878-1055	912580
WAKE	QFF 4828 CORPORATION	Unbranded	1061 CORPORATION PKWY		Y	Y				Y	800-665-5529	985234
WAKE	CIRCLE K #8524	Circle K	3948 NEW BERN AVE	Y						Y	919-231-8060	934870
WAKE	KANGAROO EXPRESS 3095	BP	4330 LOUISBURG RD	Y		Y				Y	919-872-0059	846978
WAKE	CIRCLE K # 8621	Shell	4400 LOUISBURG RD	Y		Y				Y	919-790-9099	934801
WAKE	HAN-DEE HUGO #64	Exxon	800 NEW HOPE RD			Y				Y	919-231-8055	631421
WAKE	MURPHY USA #7112	Murphy	1450 N NEW HOPE RD			Y				Y	919-231-6626	990433
WAKE	CIRCLE K #8610	Shell	4713 NEW BERN AVE	Y						Y	919-231-6254	934832
WAKE	SHEETZ 0371	Sheetz	5200 NEW BERN AVE	Y		Y				Y	814-946-3611	598096
WAKE	SHEETZ 0361	Sheetz	4801 THORNTON ROAD	Y		Y				Y	919-862-0904	598094
WAKE	SPEEDWAY 6982	Speedway	7413 LOUISBURG RD			Y				Y	919-872-4844	339560
WAKE	CRUIZERS #44	Exxon	13250 FALLS OF NEUSE RD	Y		Y				Y	919-554-3148	340903
WAKE	SHEETZ 0669	Sheetz	13401 FALLS OF NEUSE RD	Y		Y				Y	814-947-5310	438944
WAKE	ASA FOOD MART 3	Exxon	7617 POOLE RD		Y	Y				Y	919-261-9052	355246

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
RANDOLPH	QUICK & EASY #12	Citgo	8112 US HIGHWAY 64 E	Y		Y				Y	336-824-3832	894979
RANDOLPH	SHEETZ 0673	Sheetz	2 PARRISH DR								814-947-5310	499245
ROCKINGHAM	LOVE'S TRAVEL STOP #741	LOVES	2105 BARNES ST	Y	Y	Y				Y	800-655-6837	429606
ROCKINGHAM	SHEETZ 0508	Sheetz	1647 FREEWAY DR	Y		Y				Y	336-342-1988	598135
ROCKINGHAM	MURPHY USA #7242	Murphy	1403 N SCALES			Y				Y	336-616-1445	990434
NORTHAMPTON	DUCK THRU FOOD STORE #07	Shell	117 N MAIN ST		Y	Y				Y	252-539-2155	937720
ONSLow	WM SUPERCENTER #7009	Walmart	349 KINSTON HWY			Y				Y	910-324-6508	366629
ONSLow	SPEEDWAY 7952	Speedway	8801 RICHLANDS HWY	Y		Y				Y	910-324-2575	340272
ONSLow	SCOTCHMAN 3108	BP	8300 RICHLANDS HWY	Y		Y				Y	910-324-2950	742450
ONSLow	SPEEDWAY 7954	Speedway	7401 RICHLANDS HWY		Y	Y				Y	910-330-5548	324418
ONSLow	SCOTCHMAN 3045	Shell	2347 CATHERINE LAKE RD	Y		Y				Y	910-324-5944	633067
COLUMBUS	SCOTCHMAN 3021	Exxon	2192 OLD STAGE RD	Y		Y				Y	910-655-5037	742482
HALIFAX	NEW DIXIE MART #223	Shell	100 PLEASANT HILL RD								202-537-4126	502276
HALIFAX	SPEEDWAY 8660	Speedway	2550 W 10TH ST			Y				Y	252-535-6500	339568
HALIFAX	VILLAGE GROCERY #1	Shell	1131 HWY 48		Y	Y				Y	252-537-0559	870118
HALIFAX	OAKLAND MINI MART	Shell	1800 E 10TH ST			Y				Y	252-537-0034	881151
HALIFAX	SHEETZ 0567	Sheetz	1500 JULIAN ALLSBROOK HWY	Y		Y				Y	252-410-0481	442679
HALIFAX	MURPHY USA #6936	Murphy	220 PREMIER BLVD			Y				Y	252-537-8255	990435
HALIFAX	NEW DIXIE #20	BP	1910 JULIAN R ALLSBROOK HWY	Y	Y	Y				Y	252-537-7614	338454
HALIFAX	VILLAGE GROCERY #6	Shell	15 ROANOKE AVE		Y	Y				Y	252-537-7004	881147
GRAHAM	SE 1420	Shell	374 RODNEY ORR BYPASS			Y				Y	828-479-8973	351752
MARTIN	SPEEDWAY 8683	Speedway	109 W ACADEMY STREET	Y		Y				Y	252-795-4346	339665
MARTIN	HANDY MART 167	Unbranded	707 N MAIN ST	Y	Y	Y				Y	252-795-9965	971313
RICHMOND	KANGAROO EXPRESS 3147	Marathon	980 N US HIGHWAY 1	Y		Y				Y	910-895-6441	676710
RICHMOND	CORNER CONVENIENT	Shell	701 E BROAD AVE		Y	Y				Y	910-997-2439	522145
RICHMOND	MURPHY USA #7225	Murphy	716 US HWY 74 BUSINESS E			Y				Y	910-582-5286	990436
RICHMOND	SPEEDWAY 7999	Speedway	1114 E BROAD AVE			Y				Y	910-895-6150	339417
RICHMOND	QUIK CHEK #06	Sunoco	481 US HWY 1 S	Y	Y	Y				Y	910-895-5557	870131
ROWAN	KANGAROO EXPRESS 0130	Kangaroo	264 E MAIN ST	Y		Y				Y	704-279-5675	887206
ROWAN	SM MART	BP	8770 HIGHWAY 52			Y				Y	704-279-5866	340606
NASH	EP MART #14	Shell	130 N OLD CARRIAGE RD	Y	Y	Y				Y	252-443-0609	344630
NASH	SHEETZ 0504	Sheetz	1157 N OLD CARRIAGE RD	Y		Y		Y		Y	252-442-2025	598152
EDGEComBE	BI-RITE #06	Exxon	4100 SUNSET AVE							Y	252-443-6698	403193
NASH	KANGAROO EXPRESS 3096	BP	3601 SUNSET AVE	Y		Y				Y	252-443-5341	846985
NASH	CIRCLE K 2723079	BP	5102 DORTCHES BLVD	Y		Y				Y	252-443-1885	846995
NASH	New Dixie #29	Exxon	5095 DORTCHES BLVD	Y		Y				Y	252-443-5869	883194
NASH	SPEEDWAY 7959	Speedway	737 ENGLISH RD	Y		Y				Y	252-937-3061	339646
NASH	SPEEDWAY 8665	Speedway	1212 BETHLEHEM RD	Y		Y				Y	252-443-7971	339659
NASH	EP MART #11	Shell	701 S WESLEYAN BLVD	Y	Y	Y				Y	252-446-7358	338834
NASH	BI-RITE #08	Exxon	2558 HUNTER HILL RD							Y	252-443-0868	403185
NASH	KANGAROO EXPRESS 3085	BP	240 S WESLEYAN BLVD			Y				Y	252-443-7702	846990
NASH	SAMS CLUB #4946	Sams Club	300 TARRYTOWN CTR			Y				Y	252-443-4044	367055
NASH	KANGAROO EXPRESS 3106	BP	1630 SUNSET AVE	Y						Y	252-442-1800	846970
NASH	CIRCLE K #1513	Shell	770 N WESLEYAN BLVD			Y				Y	252-443-1163	682194
NASH	EP MART #16	Shell	1800 BIENVENUE RD	Y	Y	Y				Y	252-972-7484	344631
NASH	SHEETZ 0437	Sheetz	1690 BIENVENUE ROAD	Y		Y				Y	252-212-1580	598143
NASH	SPEEDWAY 6981 TRUCKSTOP	Speedway	1493 N WESLEYAN BLVD		Y	Y				Y	252-212-1797	324419
NASH	EP MART #5	Shell	2420 N CHURSH ST		Y	Y				Y	252-442-7288	338832
EDGEComBE	KANGAROO EXPRESS 3077	BP	235 N FAIRVIEW RD							Y	252-977-1304	846917
NASH	QFF 4831 N CHURCH ST	Unbranded	2483 N CHURCH ST	Y	Y	Y				Y	800-665-5529	985238
EDGEComBE	SPEEDWAY 8264	Speedway	1122 E RALEIGH BLVD	Y						Y	252-446-1218	339653
EDGEComBE	EP MART #2	Exxon	1211-A E RALEIGH BLVD							Y	252-445-5131	344625
NASH	KANGAROO EXPRESS 3087	BP	1830 N WESLEYAN BLVD	Y		Y				Y	252-977-0967	846984
NASH	NEW DIXIE #12	Shell	2770 N WESLEYAN BLVD		Y	Y				Y	252-977-2607	644410
NASH	SHEETZ 0447	Sheetz	3715 N WESLEYAN BLVD	Y		Y				Y	252-212-3363	598106
PENDER	SPEEDWAY 8189	Speedway	8221A US HIGHWAY 117 S	Y	Y	Y				Y	910-602-3068	324423
PENDER	PHOENIX TRAVEL CENTER	Exxon	13493 NC HIGHWAY 210	Y	Y	Y				Y	910-602-7667	884855
WAKE	CRUIZERS #255	Exxon	413 S MAIN ST	Y						Y	919-554-0720	340910
DUPLIN	SCOTCHMAN 3175	BP	337 S SYCAMORE ST	Y	Y	Y				Y	910-282-0179	742490

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
SAMPSON	SPEEDWAY 6991	Speedway	110 W NC HIGHWAY 24		Y	Y				Y	910-525-4234	340295
SAMPSON	SCOTCHMAN 3105	Exxon	201 E FAYETTVILLE ST	Y		Y				Y	910-525-4617	742485
PERSON	FASMARK 105	Valero	3326 DURHAM RD	Y	Y	Y				Y	336-597-2287	226124
PERSON	MURPHY USA #6858	Murphy	1051 DURHAM RD			Y				Y	336-330-0105	990438
PERSON	SHEETZ 0539	Sheetz	915 N MADISON BLVD	Y		Y				Y	123-123-1231	442699
FORSYTH	CIRCLE K #3188	Marathon	1065 BETHANIA RURAL HALL RD	Y	Y	Y				Y	336-969-2029	676704
FORSYTH	4 BROTHERS 206	BP	7895 BROAD STREET								336-757-7600	512587
BURKE	FAST FUEL #4930	Citgo	300 MALCOM BLVD	Y		Y				Y	828-874-2135	363424
BURKE	DISCOUNT FOODS	Sunoco	611 MALCOLM BLVD			Y				Y	828-874-3747	512882
RUTHERFORD	SCOTCHMAN 3718	Exxon	110 RAILROAD AVE	Y						Y	828-286-1530	332659
RUTHERFORD	SCOTCHMAN 3702	BP	111 S WASHINGTON ST							Y	828-287-4199	332660
ROBESON	KANGAROO EXPRESS 3779	Mobil	921 W BROAD ST							Y	910-865-2747	881329
ROWAN	RUSHCO FOOD STORE #18	BP	1190 LONG FERRY RD			Y				Y	704-603-8095	689517
ROWAN	CIRCLE K #5115	Shell	1015 E INNES ST	Y		Y				Y	704-636-8562	934793
ROWAN	MURPHY EXPRESS #8520	Murphy	1010 FREELAND DR			Y				Y	704-636-3461	990439
ROWAN	SPEEDWAY 7986	Speedway	500 E INNES ST	Y		Y				Y	704-645-0677	339021
ROWAN	SHEETZ 0470	Sheetz	1405 OLD CONCORD RD	Y	Y	Y				Y	704-633-1051	598078
ROWAN	CITGO POP SHOPPE 148	Citgo	1831 W INNES ST	Y		Y				Y	704-637-3839	450490
ROWAN	SAM'S MART #072	Shell	830 JAKE ALEXANDER BLVD S	Y		Y				Y	704-637-0726	870200
ROWAN	SPEEDWAY 7982	Speedway	827 JAKE ALEXANDER BLVD W	Y	Y	Y				Y	704-633-7856	339027
ROWAN	HOMERUN MARKET #12	BP	2010 STATESVILLE BLVD	Y						Y	704-636-0022	430992
ROWAN	CIRCLE K #3189	Circle K	2270 STATESVILLE BLVD	Y		Y				Y	704-633-8977	887471
ROWAN	SPEEDWAY 7973	Speedway	3410 S MAIN ST	Y		Y				Y	704-630-1108	334989
ROWAN	LOVE'S TRAVEL STOP # 507	LOVES	1105 PEELER RD	Y	Y	Y				Y	704-630-6767	760718
ROWAN	PILOT 7983	Pilot	985 PEELER RD	Y	Y	Y				Y	704-638-0855	350522
ROWAN	HOMERUN MARKET 14	BP	3005 HWY 152			Y				Y	704-857-4808	437362
ROWAN	MIKEYS #1	Shell	5810 S MAIN ST			Y				Y	704-857-4991	675441
LEE	KANGAROO EXPRESS 0405	BP	3006 HAWKINS AVE	Y						Y	919-775-4099	846951
LEE	SANFORD BENGAL MART	Exxon	2629 HAWKINS AVE	Y		Y				Y	919-774-7209	367384
LEE	KANGAROO EXPRESS 0355	BP	429 E WEATHERSPOON ST	Y		Y				Y	919-774-9573	846925
LEE	CIRCLE K #0218	Exxon	1130 N HORNER BLVD	Y	Y	Y				Y	919-775-5013	886414
LEE	CIRCLE K 0219	Circle K	1413 BROADWAY RD	Y		Y				Y	919-775-2141	340486
LEE	KANGAROO EXPRESS 0438	BP	1007 SPRING LN	Y		Y				Y	919-775-5743	846971
LEE	KANGAROO EXPRESS 0366	BP	812 S HORNER BLVD	Y						Y	919-774-4731	846926
LEE	KANGAROO EXPRESS 3777	Exxon	2062 S HORNER BLVD	Y		Y				Y	919-774-7904	881327
LEE	KANGAROO EXPRESS 0105	BP	809 CARTHAGE ST	Y		Y				Y	919-774-8719	846923
LEE	SPEEDWAY 7931	Speedway	2224 S HORNER BLVD			Y				Y	919-775-2069	339418
LEE	MURPHY EXPRESS #8560	Murphy	3288 NC HWY 87 S			Y				Y	919-718-5977	990440
LEE	PRINCE MART #1	Unbranded	214 WILSON RD	Y						Y	919-718-6776	530788
LEE	FASTEE MART	76	3209 LEE AVE			Y				Y	919-775-3099	599171
LEE	KANGAROO EXPRESS 0331	Kangaroo	1612 TRAMWAY RD	Y						Y	919-774-8619	887227
LEE	CIRCLE K #3843	BP	4470 HWY 87 S	Y	Y	Y				Y	919-498-3408	846901
LEE	KANGAROO EXPRESS 3844	BP	2206 JEFFERSON DAVIS HWY	Y	Y	Y				Y	919-775-1929	846902
LEE	CIRCLE K #3778	Circle K	2219 JEFFERSON DAVIS HWY	Y		Y				Y	919-776-1939	881328
LEE	KANGAROO EXPRESS 0258	BP	3000 JEFFERSON DAVIS HWY							Y	919-774-8131	846924
LEE	KANGAROO EXPRESS 3868	Exxon	14591 NC 27 W			Y				Y	919-499-6476	192574
HALIFAX	DUCK THRU #56	Shell	826 MN ST		Y	Y				Y	252-826-0512	429958
NORTHAMPTON	DUCK THRU FOOD STORE #42	Unbranded	116 W CENTRAL ST		Y	Y				Y	252-858-9057	636319
RANDOLPH	QUIK CHEK #15	Sunoco	434 LITTLE RIVER RD	Y	Y	Y				Y	336-873-9162	406580
JOHNSTON	QFF 4817 BUFFALO RD	Unbranded	4186 BUFFALO RD	Y	Y	Y				Y	800-665-5529	985783
JOHNSTON	STANCL MARATHON	Marathon	905 S POLLOCK ST			Y				Y	919-965-7257	813025
WAYNE	FRIENDLY MART #16	Exxon	4373 NC HIGHWAY 111 S		Y	Y				Y	252-569-0031	883869
BRUNSWICK	SCOTCHMAN 3177	Exxon	359 WHITEVILLE RD	Y		Y				Y	910-755-5640	742383
BRUNSWICK	KANGAROO EXPRESS 3143	Circle K	4525 MAIN ST	Y		Y				Y	910-754-7242	349151
BRUNSWICK	MURPHY EXPRESS #8715	Murphy	4557 MAIN ST	Y		Y				Y	910-754-3212	604096
BRUNSWICK	SCOTCHMAN 3120	Shell	4901 MAIN ST	Y		Y				Y	910-754-7399	742521
NASH	SPEEDWAY 8675	Speedway	4221 HATHAWAY BLVD	Y		Y				Y	252-446-1790	339663
CLEVELAND	SCOTCHMAN 3707	Exxon	2040 E DIXON BLVD	Y		Y				Y	704-487-0766	332658
CLEVELAND	XPRESS STOP #4	Valero	1801 E DIXON BLVD	Y	Y	Y		Y		Y	704-484-9175	334635

## STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
CLEVELAND	SCOTCHMAN 3701	BP	900 FALLSTON RD			Y				Y	704-482-3381	332657
CLEVELAND	FASTOP MARKET #303	Unbranded	1020 E DIXON BLVD	Y		Y				Y	704-481-0003	683355
CLEVELAND	SOUTHERN STORE 103	Citgo	919 S LAFAYETTE ST			Y				Y	704-406-9677	589351
CLEVELAND	SHELBY #109	Citgo	400 W DIXON BLVD	Y		Y				Y	704-481-8237	422858
CLEVELAND	KANGAROO EXPRESS 0395	Marathon	3600 W DIXON BLVD	Y		Y				Y	704-434-6649	954969
CLEVELAND	SOUTHERN STORE 110	Citgo	230 E COLLEGE AVE		Y	Y		Y		Y	704-434-6630	369830
CHATHAM	MURPHY EXPRESS #8563	Murphy	107 NEW CHATHAM RD			Y				Y	919-742-7312	990441
CHATHAM	CIRCLE K #3192	Circle K	14685 US HIGHWAY 64 W	Y	Y	Y				Y	919-742-2522	341450
CHATHAM	SPEEDWAY 7944	Speedway	214 E 11TH STREET			Y				Y	919-742-4070	339419
JOHNSTON	HANDY MART 162	Unbranded	3657 WILSONS MILLS RD	Y	Y	Y				Y	919-934-3366	936180
JOHNSTON	7TH ST MARKETPLACE	Marathon	703 E MARKET ST			Y		Y		Y	919-989-0122	827332
JOHNSTON	SPEEDWAY 7901	Speedway	1016 NORTH BRIGHTLEAF BLVD			Y				Y	919-934-6530	339581
JOHNSTON	SPEEDWAY 6960	Speedway	1669 E MARKET STREET			Y				Y	919-934-1054	339576
JOHNSTON	SHEETZ 0511	Sheetz	1700 E MARKET ST	Y		Y				Y	919-934-4477	598138
JOHNSTON	KANGAROO EXPRESS 3119	BP	1137 N BRIGHTLEAF BLVD	Y	Y	Y				Y	919-934-8063	846910
JOHNSTON	MURPHY EXPRESS #8531	Murphy	1234 N BRIGHTLEAF BLVD			Y				Y	919-938-0321	990441
GREENE	SPEEDWAY 7950	Speedway	674 HWY 258 N	Y	Y	Y				Y	252-747-7709	339926
GREENE	HANDY MART 164	Unbranded	1029 KINGOLD BLVD							Y	252-747-8659	938228
GREENE	SPEEDWAY 8653	Speedway	1102 KINGOLD BLVD	Y	Y	Y				Y	252-747-4157	339950
MOORE	KANGAROO EXPRESS 3840	BP	170 BEVERLY LN							Y	910-692-1856	846897
MOORE	CIRCLE K #0475	Circle K	1600 S HWY 1 15-501	Y						Y	910-692-9419	341979
MOORE	CIRCLE K 3480	Kangaroo	1395 US HIGHWAY 1 S	Y		Y				Y	910-246-2424	329297
BRUNSWICK	MURPHY EXPRESS #8572	Murphy	1607 N HOWE ST			Y				Y	910-454-4061	990443
BRUNSWICK	KANGAROO EXPRESS 0467	BP	1130 N HOWE ST	Y						Y	910-457-4754	846954
ALLEGHANY	SPEEDWAY 7947	Speedway	306 N MAIN ST			Y				Y	336-372-8787	338571
ROWAN	KANGAROO EXPRESS 0182	BP	300 S SALISBURY AVE	Y						Y	704-637-5708	846909
NASH	L&L FOOD STORE #05	BP	109 W NASH ST BUS	Y						Y	252-478-4466	403178
CUMBERLAND	CIRCLE K #3011	Circle K	2820 LILLINGTON HWY	Y		Y				Y	910-436-0514	341747
CUMBERLAND	KANGAROO EXPRESS 3040	BP	2075 N BRAGG BLVD	Y						Y	910-497-8807	887446
CUMBERLAND	CIRCLE K #3141	BP	1886 N BRAGG BLVD		Y	Y				Y	910-436-5623	886415
CUMBERLAND	MURPHY EXPRESS #8508	Murphy	621 LILLINGTON HWY			Y				Y	910-436-0640	990444
CUMBERLAND	CIRCLE K #3017	Circle K	405 S BRAGG BLVD	Y						Y	910-436-3563	846944
MITCHELL	MURPHY USA #6597	Murphy	2474 HALLTOWN RD			Y				Y	828-766-5500	990445
UNION	SAM'S MART #84	Exxon	2700 OLD MONROE RD	Y		Y				Y	704-234-0347	850531
GASTON	WILL'S FOOD STORE #7	Shell	401 HWY 27 S	Y	Y	Y				Y	704-820-9771	649821
IREDELL	BEAVERS GENERAL STORE	Unbranded	646 MOCKSVILLE HWY							Y	704-838-0843	332970
IREDELL	FAST PHILS #7	Citgo	309 MOCKSVILLE HWY		Y	Y				Y	704-873-7986	338904
IREDELL	LOVE'S TRAVEL STOP #497	LOVES	229 MOCKSVILLE HWY SUITE A	Y	Y	Y				Y	800-655-6837	405046
IREDELL	SHEETZ 0621	Sheetz	1520 SALISBURY HWY	Y		Y				Y	800-765-4686	355254
IREDELL	KANGAROO EXPRESS 0158	Marathon	1803 SAFRIET LOOP	Y						Y	704-872-1446	530755
IREDELL	MARKET BASKET #17	Shell	1504 SALISBURY HWY							Y	704-871-8749	514747
IREDELL	FAST PHILS #17	Citgo	939 TURNERSBURG HWY							Y	704-876-3626	338903
IREDELL	HOMERUN MARKET 10	Shell	1502 E BROAD ST	Y						Y	704-883-0400	967294
IREDELL	TIMES TURN AROUND 51	BP	1205 GARNER BAGNAL BLVD			Y				Y	704-872-0700	874440
IREDELL	HOMERUN MARKET #9	Citgo	1501 E BROAD ST							Y	704-872-6471	514759
IREDELL	7-ELEVEN 36073	Exxon	849 TURNERSBURG HWY	Y	Y	Y				Y	704-876-6238	663204
IREDELL	TOMLIN MILLS	76	1025 TOMLIN MILL RD		Y	Y				Y	704-876-4440	435828
IREDELL	HOMERUN MARKET #11	BP	583 TURNERSBURG HWY							Y	704-585-6437	514761
IREDELL	SPEEDWAY 7970	Speedway	122 TURNERSBURG HWY			Y				Y	704-573-0557	338776
IREDELL	KANGAROO EXPRESS 3948	Marathon	131 TURNERSBURG HWY	Y		Y				Y	704-872-2635	888806
IREDELL	SHEETZ 0405	Sheetz	1244 WILKESBORO HWY	Y		Y				Y	704-873-1193	598105
IREDELL	HOME RUN MARKET #2	BP	1310 WILKESBORO HWY			Y				Y	704-873-4265	746826
IREDELL	FAST PHILS #501	Citgo	3208 TAYLORSVILLE HWY	Y		Y				Y	704-878-2009	338906
IREDELL	HOME RUN MARKET 8	Shell	1920 OLD MOUNTAIN RD	Y	Y	Y				Y	704-873-5915	991729
CUMBERLAND	KANGAROO EXPRESS 3997	BP	4747 MAXWELL RD							Y	910-321-9696	895159
GUILFORD	EAGLES #9	Unbranded	2301 US 220	Y	Y	Y				Y	336-445-0127	759727
ALEXANDER	MARKET BASKET #16	BP	5285 TAYLORSVILLE HWY							Y	704-585-6437	514760
BRUNSWICK	R M MART	Shell	1690 SEASIDE RD SW							Y	910-579-4700	497369
BRUNSWICK	CIRCLE K #3487	Circle K	16 OCEAN HWY W	Y	Y	Y				Y	910-754-8787	342548

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
BRUNSWICK	MINUTEMAN #31	Marathon	106 SOUTHPORT SUPPLY RD			Y				Y	910-754-9499	870243
ONSLow	WALMART #7179	Walmart	1109 W CORBETT AVE			Y				Y	123-456-7890	391969
ONSLow	SPEEDWAY 7945	Speedway	809 W CORBETT AVE		Y	Y				Y	910-325-0078	324435
ONSLow	KANGAROO EXPRESS 3157	BP	302 WB MCLEAN DR	Y	Y	Y				Y	252-393-7951	886609
ONSLow	HANDY MART 173	Unbranded	801 W B MCLEAN HWY		Y	Y				Y	252-393-2323	532716
JACKSON	835 ENMARK SYLVA	Unbranded	716 E MAIN ST							Y	828-586-3556	744344
JACKSON	SE 1402	Shell	200 E MAIN ST	Y		Y				Y	828-586-5590	351739
JACKSON	HOLIDAY BP	BP	61 RUFUS ROBINSON RD		Y	Y				Y	828-586-6910	398019
COLUMBUS	MINUTEMAN #22	Marathon	903 US HIGHWAY 701 BYP			Y				Y	910-653-4964	222194
BLADEN	MINUTEMAN #18	Marathon	14661 STATE ROUTE 87	Y	Y	Y				Y	910-862-1593	905556
EDGEComBE	EP MART #18	Shell	701 WESTERN BLVD								252-563-3248	499081
EDGEComBE	EP MART #15	Exxon	100 MARKET CENTRE DRIVE	Y		Y				Y	252-824-9960	338831
EDGEComBE	MURPHY EXPRESS #8505	Murphy	100 RIVER OAKS DR			Y				Y	252-641-1052	990446
EDGEComBE	SPEEDWAY 8663	Speedway	2256 N MAIN STREET	Y		Y				Y	252-823-0553	339658
EDGEComBE	SPEEDWAY 8658	Speedway	111 N MAIN STREET	Y		Y				Y	252-823-3972	339657
ALEXANDER	ALL AMERICAN RACEWAY	Shell	6901 MILLERSVILLE RD		Y	Y				Y	828-632-0115	506014
ALEXANDER	MARKET BASKET #20	Shell	1329 NC-16								828-635-0381	514748
ALEXANDER	MURPHY USA #6676	Murphy	905 NC HWY 16 S.			Y				Y	828-635-6635	990447
ALEXANDER	HWY 16 SUPERETTE	Valero	6174 NC HIGHWAY 16 S			Y				Y	828-632-6231	889905
ALEXANDER	MARKET BASKET #3	Shell	671 W MAIN AVE								828-632-2112	514739
ALEXANDER	4-BROTHERS FOOD #308	Exxon	656 W MAIN AVE			Y				Y	828-632-8059	929449
DAVIDSON	MURPHY USA #6808	Murphy	1583 LIBERTY DR			Y				Y	336-476-0060	990448
DAVIDSON	SHEETZ 0586	Sheetz	1340 NATIONAL HWY	Y		Y				Y	336-991-5110	337092
DAVIDSON	SHEETZ 0566	Sheetz	1810 LIBERTY DR	Y		Y				Y	336-475-2964	442678
DAVIDSON	KANGAROO EXPRESS 3955	Exxon	1121 RANDOLPH ST	Y		Y				Y	336-472-0064	888818
DAVIDSON	7-ELEVEN 36065	Mobil	1140 RANDOLPH ST	Y		Y				Y	336-472-2630	663202
DAVIDSON	SPEEDWAY 7927	Speedway	1033 RANDOLPH ST	Y		Y				Y	336-472-7106	339022
DAVIDSON	FAST FUEL 5802	Unbranded	1036 RANDOLPH ST	Y		Y				Y	336-313-5443	363422
DAVIDSON	SPEEDWAY 7926	Speedway	407 RANDOLPH ST	Y		Y				Y	336-475-2916	339024
RANDOLPH	SHEETZ 0418	Sheetz	5905 FINCH FARM RD	Y		Y				Y	814-931-1054	598148
IREDELL	SHEETZ 0524	Sheetz	1023 CHARLOTTE HWY	Y	Y	Y				Y	704-528-2220	598155
IREDELL	STOP & SAVE EXXON	Exxon	121 JULIAN PLACE			Y				Y	704-528-7132	387528
IREDELL	FAST PHILS #5	Unbranded	155 N MAIN ST							Y	704-528-5640	338901
IREDELL	4-BROTHERS FOOD #306	Unbranded	605 NORTH MAIN ST	Y		Y				Y	704-528-6890	589100
MONTGOMERY	QUIK CHEK #48	Sunoco	1050 ALBEMARLE RD	Y	Y	Y				Y	910-576-1746	406577
MONTGOMERY	ELDORADO OUTPOST	BP	4021 NC HIGHWAY 109 N		Y	Y				Y	910-572-3474	522803
IREDELL	7-ELEVEN 36075	Exxon	1460 W MEMORIAL HWY	Y	Y	Y				Y	704-539-5346	663205
BURKE	JACK B QUICK #06	Marathon	641 MAIN ST E	Y		Y				Y	828-879-8031	988393
CRAVEN	DUCK THRU FOOD STORE #33	Shell	381 HWY 43			Y				Y	252-244-0476	636311
CRAVEN	SPEEDWAY 7905	Speedway	370 NC HIGHWAY 43		Y	Y				Y	252-244-0175	324443
MOORE	CIRCLE K #3056	Circle K	110 US HIGHWAY 1 N	Y		Y				Y	910-245-1456	341742
CUMBERLAND	LUCKY 7 TRUCK STOP	Exxon	6568 WADE STEDMAN RD		Y	Y				Y	910-860-0300	655429
CUMBERLAND	FORT BRAGG TRAVEL PLAZA	Shell	3930 GOLDSBORO RD	Y	Y	Y				Y	910-485-6233	695406
ANSON	SPEEDWAY 7998	Speedway	1006 E CASWELL ST	Y	Y	Y				Y	704-694-5967	324451
ANSON	MURPHY USA #7385	Murphy	1860 US HWY 74 W			Y				Y	704-694-3706	990449
WAKE	MURPHY USA #7085	Murphy	2120 S MAIN ST			Y				Y	919-562-1740	990450
WAKE	KANGAROO EXPRESS 3118	Kangaroo	919 DURHAM RD	Y		Y				Y	919-562-7823	887289
WAKE	CRUIZERS #30	Exxon	12500 CAPITAL BLVD	Y		Y				Y	919-569-0634	340898
WAKE	SHEETZ 0505	Sheetz	1895 S FRANKLIN ST	Y		Y				Y	919-556-6221	598153
WAKE	SPEEDWAY 6973 TRUCKSTOP	Speedway	13960 CAPITAL BLVD	Y	Y	Y				Y	919-569-0075	324455
FORSYTH	SHEETZ 0355	Sheetz	5198 REIDSVILLE RD	Y		Y				Y	336-595-1126	598209
FORSYTH	4-BROTHERS FOOD #217	BP	5115 MAIN ST	Y		Y				Y	336-595-9098	339108
DUPLIN	SCOTCHMAN 3028	Exxon	204 N NORWOOD ST	Y		Y				Y	910-285-3052	742381
DUPLIN	SPEEDWAY 7906	Speedway	5706 S HWY 41	Y		Y				Y	910-285-4411	340294
DUPLIN	MURPHY USA #7472	Murphy	5621 S NC HWY 41			Y				Y	910-285-2296	990451
STOKES	SPEEDWAY 6946	Speedway	5140 NC 89 HWY E			Y				Y	336-591-4392	338751
WARREN	SPEEDWAY 7915	Speedway	301 E MACON ST			Y				Y	252-257-1611	339559
DUPLIN	CIRCLE K #3130	Kangaroo	2713 HWY 24 W	Y	Y	Y				Y	910-293-3931	327265
DUPLIN	PILOT 6996	Pilot	2574 W NC 24 HWY	Y	Y	Y				Y	910-293-7091	350530



STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
DUPLIN	FRIENDLY MART #4	Exxon	107 KENANSVILLE HWY							Y	910-293-3513	883865
BEAUFORT	SPEEDWAY 8278	Speedway	2532 W 5TH ST	Y	Y	Y				Y	252-974-2365	339944
BEAUFORT	SHEETZ 0506	Sheetz	1695 W 5TH ST	Y		Y				Y	252-940-1100	598154
BEAUFORT	SPEEDWAY 6963	Speedway	1308 W 15TH ST	Y	Y	Y				Y	252-946-9298	339955
BEAUFORT	MURPHY EXPRESS #8575	Murphy	1426 CAROLINA AVE			Y				Y	252-946-0543	990452
BEAUFORT	SPEEDWAY 8273	Speedway	1345 JOHN SMALL AVE	Y		Y				Y	252-975-4607	339942
UNION	MARKET EXPRESS #370	Shell	13801 PROVIDENCE RD			Y				Y	704-846-2101	870237
UNION	KANGAROO EXPRESS 3984	Marathon	601 E SOUTH MAIN ST	Y		Y				Y	704-843-9617	888833
HAYWOOD	PILOT TRAVEL CENTER #393	Pilot	3712 CRABTREE RD	Y	Y	Y				Y	828-627-8611	890566
HAYWOOD	SAM'S MART #045	Shell	3360 CRABTREE RD	Y	Y	Y				Y	828-627-9514	967614
HAYWOOD	SE 1408	Shell	843 RUSS AVE	Y		Y				Y	828-452-7708	351744
HAYWOOD	ROADRUNNER SUNOCO #184	Sunoco	1980 DELLWOOD RD	Y		Y				Y	828-926-1995	846181
HAYWOOD	AZTEX #204	BP	5171 JONATHAN CREEK RD	Y		Y				Y	828-926-3762	859273
HAYWOOD	SE 1405	Shell	1783S MAIN ST	Y		Y				Y	828-452-3539	351742
HAYWOOD	TIME OUT MARKETS #3	Exxon	1400 BALSAM RD	Y		Y				Y	828-452-4195	927510
BUNCOMBE	ROADRUNNER SHELL #151	Shell	171 WEAVER BLVD	Y		Y				Y	828-658-2639	885440
BUNCOMBE	SE 1417	Shell	112 MONTICELLO RD	Y		Y				Y	828-645-5515	351750
BUNCOMBE	RED OAK CROSSING	Unbranded	1318 JUPITER RD	Y		Y	Y			Y	828-658-9209	870156
WAKE	SHEETZ 0481	Sheetz	505 WENDELL BLVD	Y		Y				Y	919-365-9032	597035
WAKE	CRUIZERS #83	Exxon	2301 WENDELL FALLS PKWY							Y	919-365-8470	502242
WAKE	WENDELL MART	Exxon	2901 WENDELL BLVD			Y				Y	919-365-6686	889405
MOORE	CIRCLE K ST 2723841	BP	2120 JUNIPER LAKE RD	Y		Y				Y	910-255-0600	846900
ASHE	MURPHY USA #6695	Murphy	1149 MOUNT JEFFERSON RD			Y				Y	336-246-3726	990453
ASHE	SPEEDWAY 7910	Speedway	326 E 2ND ST	Y		Y				Y	336-246-7967	338558
NASH	NEW DIXIE #19	BP	8532 NC HIGHWAY 33 W		Y	Y				Y	252-437-7381	338453
COLUMBUS	MINUTEMAN #20	Marathon	1105 N JK POWELL BLVD		Y	Y				Y	910-640-3939	222193
COLUMBUS	MINUTEMAN #48	Shell	270 WASHINGTON ST	Y		Y				Y	910-642-7056	517475
COLUMBUS	SPEEDWAY 8656	Speedway	207 N JK POWELL BLVD	Y	Y	Y				Y	910-642-6690	340519
COLUMBUS	MURPHY USA #7733	Murphy	102 COLUMBUS CORNERS DR			Y				Y	910-640-1704	990454
GUILFORD	TA #002 GREENSBORO	BP	1101 NC HIGHWAY 61	Y	Y	Y				Y	336-449-6060	687852
GUILFORD	CIRCLE K #3787	Circle K	6400 BURLINGTON RD	Y						Y	919-895-6141	192575
WILKES	4 BROTHERS 401	BP	1301 WESTWOOD LANE								336-757-7600	512668
WILKES	MARKET BASKET #13	Shell	2321 NC-268								828-632-2112	514746
WILKES	SPEEDWAY 7912	Speedway	1844 US HIGHWAY 421	Y	Y	Y				Y	336-667-8621	324442
WILKES	MURPHY USA #8558	Murphy	2005 W US HIGHWAY 421			Y				Y	336-651-8895	575065
WILKES	RUN IN #142	Valero	4061 W US HIGHWAY 421	Y	Y	Y				Y	336-973-0174	423713
MARTIN	SPEEDWAY 8212	Speedway	305 WEST BLVD	Y	Y	Y				Y	252-792-8418	339647
MARTIN	NEW DIXIE #22	Shell	2780 US HWY 17	Y	Y	Y				Y	252-789-0120	744130
MARTIN	MURPHY EXPRESS #8507	Murphy	1509 WASHINGTON ST			Y				Y	252-792-1050	990456
MARTIN	SPEEDWAY 8671	Speedway	304 WASHINGTON STREET	Y	Y	Y				Y	252-792-5344	339662
MARTIN	SPEEDWAY 8225	Speedway	605 EAST BLVD	Y	Y	Y				Y	252-792-2696	339650
MARTIN	SPEEDWAY 6965	Speedway	800 EAST BLVD	Y	Y	Y				Y	252-792-6612	339666
NEW HANOVER	QFF 4815 FREDRICKSON RD	Unbranded	3601 FREDRICKSON RD	Y	Y	Y				Y	800-665-5529	985782
NEW HANOVER	KANGAROO EXPRESS 0444	BP	3053 CASTLE HAYNE RD	Y						Y	910-763-1421	887238
NEW HANOVER	QFF 4813 EXPORT DR	Unbranded	51 EXPORT DR	Y	Y	Y				Y	800-665-5529	985780
NEW HANOVER	SCOTCHMAN 3303	Shell	1610 HWY 421 N	Y	Y	Y				Y	910-251-0444	742527
NEW HANOVER	CIRCLE K #0450	Circle K	2400 N COLLEGE RD	Y						Y	910-791-4533	342550
NEW HANOVER	BUY QUICK #1063	Shell	4601 GORDON ROAD	Y		Y				Y	919-599-0301	422319
NEW HANOVER	SCOTCHMAN 3107	Shell	906 N 23RD ST	Y	Y	Y				Y	910-762-1563	742526
NEW HANOVER	SCOTCHMAN 3325	Exxon	901 S 3RD ST	Y		Y				Y	910-251-8148	742515
NEW HANOVER	CIRCLE K #0937	Circle K	2028 OLEANDER DR	Y	Y	Y				Y	910-763-5587	349473
NEW HANOVER	QFF 4814 AMSTERDAM WAY	Unbranded	6631 AMSTERDAM WAY	Y	Y	Y				Y	800-665-5529	985781
NEW HANOVER	MURPHY USA #6624	Murphy	5221 SIGMON RD			Y				Y	910-798-9890	990457
NEW HANOVER	CIRCLE K #3151	Circle K	6648 GORDON RD	Y		Y				Y	910-791-1548	342590
NEW HANOVER	CIRCLE K #4584	Circle K	6330 MARKET ST	Y		Y				Y	910-392-3150	437679
NEW HANOVER	SCOTCHMAN 3262	Exxon	310 S COLLEGE RD	Y		Y				Y	910-794-8884	742509
NEW HANOVER	SCOTCHMAN 3083	Shell	610 EASTWOOD RD	Y		Y				Y	910-791-0293	742525
NEW HANOVER	SHIPYARD CARDLOCK	Unbranded	123 SHIPYARD BLVD	Y	Y	Y				Y	910-343-1991	912769
NEW HANOVER	SCOTCHMAN 3126	Exxon	898 S KERR AVE	Y		Y				Y	910-392-6662	742486

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
NEW HANOVER	SPEEDWAY 8191	Speedway	2395 CAROLINA BEACH RD	Y	Y	Y				Y	910-763-1258	340526
NEW HANOVER	KANGAROO EXPRESS 0464	BP	2375 S 17TH ST	Y						Y	910-799-9649	846976
NEW HANOVER	HAN DEE HUGO #35	Citgo	4100 OLEANDER DR	Y		Y				Y	910-784-9969	683214
NEW HANOVER	SCOTCHMAN 3145	Shell	2902 CAROLINA BEACH RD	Y	Y	Y				Y	910-392-5010	742531
NEW HANOVER	SCOTCHMAN 3182	Unbranded	5200 WRIGHTSVILLE AVE	Y						Y	910-395-5101	512004
NEW HANOVER	CIRCLE K #0858	Circle K	1711 EASTWOOD RD	Y						Y	910-256-4608	342551
NEW HANOVER	CIRCLE K #4578	Circle K	3739 CAROLINA BEACH RD	Y		Y				Y	910-796-8283	361756
NEW HANOVER	SCOTCHMAN 3180	Exxon	815 PINE GROVE DR					Y		Y	910-392-2555	742513
NEW HANOVER	SCOTCHMAN 3129	Shell	7111 WRIGHTSVILLE AVE			Y				Y	910-256-6608	633058
NEW HANOVER	SCOTCHMAN 3324	Exxon	6126 OLEANDER DR	Y		Y				Y	910-350-0031	742514
NEW HANOVER	SCOTCHMAN 3230	Shell	4405 S 17TH ST	Y						Y	910-350-6902	633071
NEW HANOVER	SCOTCHMAN 3096	BP	4101 MASONBORO LOOP RD	Y						Y	910-392-5447	742378
NEW HANOVER	MURPHY USA #6786	Murphy	5205 CAROLINA BEACH RD			Y				Y	910-452-5540	990458
NEW HANOVER	SCOTCHMAN 3181	Shell	5302 CAROLINA BEACH RD							Y	910-791-7596	633061
NEW HANOVER	SCOTCHMAN 3323	Exxon	5325 S COLLEGE RD	Y		Y				Y	910-791-8022	742511
NEW HANOVER	SPEEDWAY 8188	Speedway	6234 CAROLINA BEACH RD			Y				Y	910-791-8077	340532
NEW HANOVER	SCOTCHMAN 3326	Exxon	6427 CAROLINA BEACH RD	Y		Y				Y	910-791-6300	742516
NEW HANOVER	KANGAROO EXPRESS 0437	BP	6759 CAROLINA BEACH RD	Y						Y	910-791-2407	846870
WILSON	CIRCLE K #3471	Circle K	4940 RALEIGH ROAD PKWY W	Y	Y	Y				Y	252-237-7200	342338
WILSON	CIRCLE K #0940	Circle K	4934 RALEIGH ROAD PKWY W	Y	Y	Y				Y	252-246-9148	342572
WILSON	SPEEDWAY 8276	Speedway	2131 FOREST HILLS ROAD W	Y		Y				Y	252-291-9085	339943
WILSON	MURPHY USA #7263	Murphy	2504 FOREST HILLS			Y				Y	252-237-1798	990459
WILSON	ROSE MART #14	Shell	1701 RALEIGH ROAD PKWY W							Y	252-291-3619	890031
WILSON	SPEEDWAY 8662	Speedway	4901 NC HIGHWAY 58 NORTH	Y		Y				Y	252-237-7086	339953
WILSON	SHEETZ 0396	Sheetz	2835 FOREST HILLS RD SW	Y		Y		Y		Y	252-291-1389	598098
WILSON	CIRCLE K #0939	BP	2928 US HIGHWAY 301 S	Y	Y	Y				Y	252-237-8120	677986
WILSON	SPEEDWAY 6979 TRUCKSTOP	Speedway	2632 US HIGHWAY 301 S	Y	Y	Y				Y	252-234-6249	324452
WILSON	WM SUPERCENTER #4545	Walmart	2700 WARD BLVD			Y				Y	252-640-6931	366333
WILSON	KANGAROO EXPRESS 3201	BP	2877 WARD BLVD	Y		Y				Y	252-243-6337	887259
WILSON	SPEEDWAY 7949	Speedway	6700 WARD BLVD	Y	Y	Y				Y	252-237-4943	324425
WILSON	SPEEDWAY 6980	Speedway	3950 WARD BLVD	Y		Y				Y	252-243-0338	339957
WILSON	SPEEDWAY 8211	Speedway	1602 MARTIN LUTHER KING JR PKWY SE	Y		Y				Y	252-237-9346	339934
WILSON	HANDY MART 147	Unbranded	1605 HERRING AVE NE	Y		Y				Y	252-291-7551	532718
BERTIE	DUCK THRU FOOD STORE #55	Shell	211 US 13 BYPASS		Y	Y				Y	252-484-1241	429960
BERTIE	DUCK THRU FOOD STORE #09	Unbranded	109 US HIGHWAY 13 BYP		Y	Y				Y	252-794-3014	879306
BERTIE	DUCK THRU FOOD STORE #21	Shell	125 US HWY 13	Y	Y	Y				Y	252-794-3378	879321
BERTIE	SPEEDWAY 8286	Speedway	105 E WATER STREET	Y		Y				Y	252-794-5280	339655
BERTIE	DUCK THRU FOOD STORE #06	Shell	1500 S KING ST	Y	Y	Y				Y	252-794-4175	879299
BRUNSWICK	HAN DEE HUGO #21	Exxon	6170 OCEAN HWY E		Y	Y				Y	910-253-6215	932069
FORSYTH	SHEETZ 0453	Sheetz	5519 GUMTREE RD	Y		Y				Y	336-771-4099	598073
FORSYTH	CIRCLE K #3205	Circle K	106 HICKORY TREE RD	Y		Y				Y	336-764-0999	933775
FORSYTH	SPEEDWAY 6931	Speedway	3331 THOMASVILLE RD			Y				Y	336-788-7380	338767
FORSYTH	SPEEDWAY 6926	Speedway	546 E SPRAGUE ST			Y				Y	336-784-5175	338762
FORSYTH	SPEEDWAY 6932	Speedway	3600 S MAIN ST			Y				Y	336-784-8248	338768
FORSYTH	SHEETZ 0411	Sheetz	12290 N NC HIGHWAY 150	Y	Y	Y				Y	336-775-2126	598112
FORSYTH	SPEEDWAY 6930	Speedway	3715 PETERS CREEK PKWY			Y				Y	336-784-7959	338766
FORSYTH	MURPHY USA #7420	Murphy	3470 PARWAY VILLAGE CR			Y				Y	336-771-3917	990460
FORSYTH	SPEEDWAY 6925	Speedway	1425 SILAS CREEK PKWY			Y				Y	336-722-5641	338756
FORSYTH	4-BROTHERS FOOD #203	BP	715 W 5TH ST	Y						Y	336-722-3598	339105
FORSYTH	SPEEDWAY 6928	Speedway	653 AKRON DR			Y				Y	336-744-0652	338764
FORSYTH	CIRCLE K #4358	Circle K	2121 W CLEMMONSVILLE RD	Y						Y	336-785-0227	824396
FORSYTH	SPEEDWAY 6936	Speedway	2700 UNIVERSITY PKWY			Y				Y	336-748-0982	338749
FORSYTH	4-BROTHERS FOOD #207	Exxon	4100 CHERRY ST							Y	336-759-0088	905576
FORSYTH	SPEEDWAY 8200	Speedway	2026 S HAWTHORNE RD			Y				Y	336-794-2788	338750
FORSYTH	SPEEDWAY 6934	Speedway	566 OLD HOLLOW RD			Y				Y	336-744-9362	338770
FORSYTH	QFF 4832 EMPIRE PKWY	Unbranded	2521 EMPIRE DR	Y	Y	Y				Y	800-665-5529	985232
FORSYTH	SPEEDWAY 6933	Speedway	2420 S STRATFORD RD			Y				Y	336-659-0626	338769
FORSYTH	SPEEDWAY 6927	Speedway	5434 UNIVERSITY PKWY			Y				Y	336-767-7340	338763
FORSYTH	SHEETZ 0385	Sheetz	2505 SOMERSET CENTER DR	Y	Y	Y				Y	336-760-5081	598102

STATE OF NORTH CAROLINA - FUELMAN ACCEPTANCE SITES (FUEL SITE LISTING)

In City Order

County	Store Name	Brand	Address	24Hr	18-Whl	Diesel	Bio Diesel	E85	CNG	Pay @ Pump	Phone	Site #
FORSYTH	SHEETZ 0633	Sheetz	2985 FAIRLAWN DR	Y		Y				Y	800-765-4686	365490
FORSYTH	SAMS CLUB #4798	Sams Club	284 SUMMIT SQUARE BLVD							Y	336-377-2820	366912
FORSYTH	MURPHY EXPRESS #8814	Murphy	3820 OXFORD STATION WAY	Y		Y				Y	336-774-8094	372359
FORSYTH	CIRCLE K #1519	Shell	5981 UNIVERSITY PKWY	Y		Y				Y	336-377-2063	546542
FORSYTH	SHEETZ 0641	Sheetz	5034 RAVEN RD	Y		Y				Y	800-765-4686	390458
FORSYTH	SPEEDWAY 6937	Speedway	3396 ROBINHOOD RD			Y				Y	336-659-4248	338748
FORSYTH	SPEEDWAY 6935	Speedway	6205 UNIVERSITY PKWY			Y				Y	336-377-3410	338771
FORSYTH	CIRCLE K #0192	Circle K	700 JONESTOWN RD	Y		Y				Y	336-760-4432	342628
FORSYTH	SPEEDWAY 8203	Speedway	3598 YADKINVILLE RD			Y				Y	336-924-3327	338745
FORSYTH	SPEEDWAY 6929	Speedway	4019 REYNOLDA RD			Y				Y	336-924-8408	338765
FORSYTH	SHEETZ 0568	Sheetz	5230 BEACHAMP LN	Y		Y				Y	336-946-1409	442680
PITT	SHEETZ 0409	Sheetz	650 WHITLEY DR	Y	Y	Y		Y		Y	252-355-3717	598111
PITT	HANDY MART 161	Unbranded	4328-B WINTERVILLE PKWY	Y		Y				Y	252-353-8665	532720
PITT	SPEEDWAY 8231	Speedway	620 W FIRE TOWER RD	Y	Y	Y				Y	252-756-9018	339939
PITT	SPEEDWAY 8283	Speedway	4985 OLD TAR ROAD	Y		Y				Y	252-353-0752	339945
HERTFORD	DUCK THRU FOOD STORE #18	Shell	100 S MAIN ST	Y	Y	Y				Y	252-358-4588	648622
ROWAN	WOODLEAF BP	BP	3335 HWY 801	Y		Y				Y	704-278-9100	323801
YADKIN	SHEETZ 0510	Sheetz	805 S STATE ST	Y		Y				Y	336-679-2400	598137
YADKIN	RUN IN #116	Valero	801 S STATE ST	Y						Y	336-679-7219	423715
YADKIN	4-BROTHERS FOOD #302	BP	800 S STATE ST	Y		Y				Y	336-679-8011	339106
YADKIN	FAST PHILS #505	Citgo	708 S STATE ST							Y	336-679-2137	338908
YADKIN	WILLIAM & GENTRY EXXON	Exxon	913 W MAIN ST							Y	336-679-2314	400801
FRANKLIN	SHEETZ 0383	Sheetz	564 US 1 HWY	Y	Y	Y				Y	919-554-0838	598145
FRANKLIN	QFF 4833 JEFFREY WAY	Unbranded	160 JEFFREY WAY	Y	Y	Y				Y	800-665-5529	985241
FRANKLIN	ROSE MART #12	Shell	5355 NC 96 HWY W		Y	Y				Y	919-554-2405	870132
FRANKLIN	SPEEDWAY 6977 TRUCKSTOP	Speedway	130 W MAIN ST	Y	Y	Y				Y	919-554-9160	324439
WAKE	SCOTCHMAN 3195	Unbranded	503 W GANNON AVE			Y				Y	919-269-0560	512021
WAKE	SHEETZ 0416	Sheetz	1406 N ARENDELL AVE	Y	Y	Y				Y	919-404-2347	598115
WAKE	MURPHY EXPRESS #8506	Unbranded	801 E GANNON AVE			Y				Y	919-269-4479	990461
<b>ACCEPTANCE SITES IN NORTH CAROLINA</b>				<b>971</b>	<b>339</b>	<b>1,267</b>	<b>39</b>	<b>26</b>	<b>7</b>	<b>1,526</b>		

## **APPENDIX 3**

### **City of Charlotte Sample Contract with Requested Changes Marked or Redlined, and Comments by FleetCor**

**An Electronic Copy of the Sample Contract  
with Marked Requested Changes is also submitted  
on the Required Zip Drive.**

## Section 7 Sample Contract

Contract #: {---Contract Number---}

{---Contract Title---}

<b>Effective Date:</b> {---Effective Date---}	<b>City Vendor#:</b> {---Vendor Number---}														
<b>Between the City of Charlotte ("City") and {---Vendor Legal Name---}, ("{---Vendor Reference Name---}")</b>															
<p>This cover sheet ("<b>Cover Sheet</b>") and each of the attachments listed below ("<b>Attachments</b>") together comprise a {---Contract Title---} (the "<b>Contract</b>") entered into as of the <b>Effective Date</b>, between {---Vendor Legal Name---} a {---Vendor State of Incorporation---} {---Vendor Entity Type---} registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Purchase and Service Terms</td> <td style="width: 50%; border: none;">Federal Contracting Terms</td> </tr> <tr> <td style="border: none;">General Conditions</td> <td style="border: none;">Confidentiality Terms</td> </tr> <tr> <td style="border: none;">Price Schedule</td> <td style="border: none;">CBI Forms</td> </tr> <tr> <td style="border: none;">Scope of Services</td> <td style="border: none;">Onsite Fueling Locations</td> </tr> <tr> <td style="border: none;">Project Schedule</td> <td style="border: none;">Master Intergovernmental Purchasing Agreement</td> </tr> <tr> <td style="border: none;">Cloud Technology Requirements</td> <td style="border: none;">Aviation Federal Requirements</td> </tr> <tr> <td style="border: none;">Requirements Matrix</td> <td style="border: none;"></td> </tr> </table>		Purchase and Service Terms	Federal Contracting Terms	General Conditions	Confidentiality Terms	Price Schedule	CBI Forms	Scope of Services	Onsite Fueling Locations	Project Schedule	Master Intergovernmental Purchasing Agreement	Cloud Technology Requirements	Aviation Federal Requirements	Requirements Matrix	
Purchase and Service Terms	Federal Contracting Terms														
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Requirements Matrix															
<p><b>Term:</b> This Contract will start on the <b>Effective Date</b> and continue for a period of five (5) years (the "<b>Initial Term</b>").</p> <p><b>Renewals:</b> The City will have the option to renew this Contract for up to two (2) two-year terms by amending the contract.</p>															
<p><b>Products and Services.</b> {---Vendor Reference Name---} agrees to provide the products ("Products") and perform the services ("Services") described in the Attachments under the terms and conditions set forth in this Contract.</p> <p><b>Compensation.</b> The City will pay for the delivery of the Products and Services in the amounts shown in the Price Schedule. The pricing shall remain firm for the duration of this Contract, unless otherwise stated in this Contract.</p> <p><b>Payment Cap:</b> Notwithstanding any renewal, the City's payment obligations under this Contract shall not exceed: {---Payment Cap---} ("Payment Cap") absent a written amendment executed by the City.</p> <p><b>Defined Terms:</b> Capitalized terms used in this Contract have the meanings assigned in this Contract.</p>	<p><b>Email invoices to:</b> <a href="mailto:cocap@charlottenc.gov">cocap@charlottenc.gov</a></p> <p>-or-</p> <p>Mail invoices to the following:            City of Charlotte A/P            Attn:            P.O. Box 37979            Charlotte, NC 28237-7979</p> <p>Each invoice shall include the <u>purchase order number and Contract Number</u> and shall be accompanied by a sales tax statement <u>or</u> shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.</p>														
<p><b>City Business Contact</b></p> <p>{---City Admin First Name---} {---City Admin Last Name---}            {---City Department---}            {---City Main Contact Address---}            {---City Admin City---}, {---City Admin State/---} {---City Admin Zip Code---}            Phone: {---City Admin Office Phone---}            Email: {---City Admin Email Address---}</p>	<p><b>Vendor Business Contact</b></p> <p>{---Vendor Primary Contact Name---}            {---Vendor Legal Name---}            {---Vendor Street1---} {---Vendor Street2---}            {---Vendor City---}, {---Vendor State/Province---} {---Vendor Postal Code---}            Phone: {---Vendor Phone---}            Email: {---Vendor E-mail---}</p>														
<p>By signing below, the parties accept and agree to the terms set forth in this Contract.</p>															
<p><b>{---Vendor Legal Name---}</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>	<p><b>City of Charlotte</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>														

**Section 7**  
**Sample Contract**

RESERVED

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

## Section 7 Sample Contract

### PURCHASE AND SERVICE TERMS

This Attachment is incorporated into the {---Contract Title---} ("Contract") between the City of Charlotte ("City") and {---Vendor Legal Name---} ("Vendor Reference Name"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Definitions.** The following terms shall have the meanings ascribed below for purposes of the Contract.
- 1.1. **Acceptance:** Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
  - 1.2. **Company Software:** Refers to mean all pre-existing software owned by {---Vendor Reference Name---} or any of its "Related Entities" which {---Vendor Reference Name---} provides or is required to provide under this Contract, and all Updates and Enhancements to the foregoing. The term "Related Entity" shall mean any person or entity that is directly or indirectly in control of, controlled by, or under common control with {---Vendor Reference Name---}, including but not limited to, parent, subsidiary, and affiliate entities. The word, "control," as used in this context, shall mean ownership of a sufficient percentage (not necessarily a majority) of the outstanding voting interests in an entity so as to afford effective control of the management of the entity.
  - 1.3. **Current Release:** Refers to the latest version of the Software offered for general commercial distribution at a given point in time, including all Updates.
  - 1.4. **Customizations:** Refers to all newly-developed software created by {---Vendor Reference Name---} and/or its subcontractors pursuant to this ITB, including but not limited to all interfaces between different components of the System and between the System and other systems. Customizations will not include Updates and Enhancements that become part of {---Vendor Reference Name---} Software.
  - 1.5. **Defect:** Refers to any failure of the System or any component thereof to fully conform to the Specifications and Requirements. A non-conformity is not a Defect if it results directly from the City's improper use or damage, unless it is reasonably likely that such non-conformity would have occurred on that or another occasion even without the City's improper use or damage.
  - 1.6. **Deliverables:** Refers to all tasks, reports, information, designs, plans, and other items that {---Vendor Reference Name---} is required to deliver to the City in connection with the Contract.
  - 1.7. **Documentation:** Refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the System or any component thereof, and which are published or provided to the City by {---Vendor Reference Name---} or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.
  - 1.8. **Enhancements:** Refers to any products, parts of products, improvements, additions or materials which are not included in the Products at the time of execution of an Agreement or that are subsequently developed, which modify the Products to provide a function or feature not originally offered or an improvement in function.
  - 1.9. **Hardware:** Refers to all hardware, equipment and materials which {---Vendor Reference Name---} has actually provides or is required to provide under the terms of the Contract (whether before the effective date of this Contract, now or in the future). Hardware is considered a Product under the Contract however all Hardware is owned by Company.
  - 1.10. **Maintenance Services:** Refers to the maintenance services described in the Scope of Maintenance Services.
  - 1.11. **Milestones:** Refers to an identified deadline for the completion of specific Services and/or the Acceptance of identified Deliverables, as specified in the Contract.
  - 1.12. **Services:** Refers to the services to be performed by {---Vendor Reference Name---} pursuant to the Contract.
  - 1.13. **Software:** Refers to (i) all Company Software; (ii) all Customizations; (iii) all Third Party Software; and (iv) all Updates and Enhancements of any of the foregoing. Software is considered a Product under the Contract.
  - 1.14. **Source Code:** Refers to the human readable form of a computer program and all algorithms, flow charts, logic diagrams, structure descriptions or diagrams, data format or layout descriptions, pseudo-code, code listings (including comments), and other technical documentation relating to such program.
  - 1.15. **Specifications and Requirements:** Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products or System which are set forth or referenced in: (i) the Contract; (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by {---Vendor Reference Name---} or its licensors or suppliers from time to time with respect to all or any part of the Products or the System.
  - 1.16. **System:** Refers to [DESCRIBE SYSTEM] to be [designed, supplied, installed, configured, tested and commissioned] by {---Vendor Reference Name---} under the Contract, including but not limited to all Products.
  - 1.17. **System Acceptance:** Refers to acceptance by the City of the complete System under the process stated in the Scope of Implementation Services attachment.
  - 1.18. **Third Party Software:** Refers to all software included within the System or required for the System to function in full compliance with the Specifications and Requirements that is provided by {---Vendor Reference Name---} under the Contract and was not manufactured, developed or otherwise created by {---Vendor Reference

## Section 7 Sample Contract

Name---), any Related Entity of {---Vendor Reference Name---}, or any of {---Vendor Reference Name---}'s subcontractors. The phrase "Related Entity" shall mean any person or entity that is directly or indirectly in control of, controlled by, or under common control with {---Vendor Reference Name---}, including but not limited to any parent, subsidiary, and affiliate entities. The word, "control," as used in this context, shall mean ownership of a sufficient percentage (not necessarily a majority) of the outstanding voting interests in an entity so as to afford effective control of the management of the entity.

- 1.19. *Updates*: Refers to program logic changes made by Company or its subcontractors or vendors to correct Defects in the Products and/or related Documentation delivered hereunder.
- 1.20. *Warranty Period*: Refers to the twelve-month period following System Acceptance on any new equipment provided by Vendor.
- 1.21. *Workaround*: Refers to a reasonable change in the procedures followed or data supplied to avoid a Defect that does not impair the performance of the System or increase the cost of using the System.

### 2. Compensation.

2.1. *PURCHASE PRICE*. The City shall pay {---Vendor Reference Name---} at the rated detailed in the Price Schedule as full and complete consideration for the satisfactory performance of all the requirements of this Contract. These amounts constitute the total fees, charges and expenses payable to {---Vendor Reference Name---} under this Contract for the Services, and shall not be increased except by a written instrument duly executed by the City, which expressly states that it amends this Section of this Contract.

3. *Expenses*. Unless explicitly listed in Price Schedule {---Vendor Reference Name---} shall not be entitled to charge the City for any travel, mileage, meals, materials, or other costs or expenses associated with this Contract.

4. *Premium Rates*. Unless explicitly listed in the Price Schedule, {---Vendor Reference Name---} will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.

### 5. Product Purchase and Delivery.

5.1. *COMPANY TO PROVIDE ALL HARDWARE AND SOFTWARE*. As part of the Purchase Price, {---Vendor Reference Name---} shall provide all Hardware, Software, labor, equipment and materials required by the City in order for the System to perform in accordance with the Specifications and Requirements, except for those items that are specifically listed in the Scope of Implementation Services as a City responsibility.

5.2. *DELIVERY SCHEDULE*. {---Vendor Reference Name---} shall deliver the Products by the delivery dates set forth in the Project Schedule, as may be modified by the parties' mutual consent in the Project Plan. Delivery shall be to

various City facilities unless otherwise agreed in writing by the City.

5.3. ~~TITLE / RISK OF LOSS~~. Except for loss or damage occurring in connection with {---Vendor Reference Name---}'s performance of services under this Contract, ~~title and risk~~ of loss of all Hardware shall pass to the City upon delivery of the Hardware to the City's premises.

5.4. *DELIVERY AND INSTALLATION COSTS*. All delivery and installation costs associated with the Hardware and the Software shall be borne by {---Vendor Reference Name---}.

5.5. *SOFTWARE LICENSE FOR EMBEDDED SOFTWARE*. {---Vendor Reference Name---} grants to the City the right to use all software which is embedded in or included with the Hardware ("Embedded Software") to the full extent necessary for the City to use the Hardware in the manner contemplated by this Contract. The City agrees to be bound by the terms and limitations of any licenses for Embedded Software which have been: (i) provided to the City in writing preceding delivery of such Hardware; and (ii) accepted by the City in writing. Notwithstanding the foregoing, in no event shall any terms or conditions of such licenses restrict the City from using the Hardware in the manner contemplated by this Contract, nor shall such terms or conditions in any way modify the City's rights under the License.

5.6. *TRANSFER OF WARRANTIES*. ~~Without limiting { Vendor Reference Name }'s obligations to provide warranty Services or the Maintenance Services, { Vendor Reference Name } hereby assigns and transfers to the City all of { Vendor Reference Name }'s warranties from { Vendor Reference Name }'s suppliers covering the Hardware, the Embedded Software and Third Party Software. { Vendor Reference Name } will provide copies of such warranties to the City with delivery of the applicable Hardware or Software. While { Vendor Reference Name } shall be entitled to make arrangements to have such warranty work performed by the supplier, nothing herein shall relieve { Vendor Reference Name } of its obligation to correct Defects in the Hardware or the Software or to meet the time deadlines provided in this Contract for the correction of such Defects.~~

5.7. *REPLACEMENT EQUIPMENT*. ~~{ Vendor Reference Name } shall execute all documents necessary to evidence the City's title to the Hardware, including Hardware replaced pursuant to warranty provisions or pursuant to the Scope of Maintenance Services Attachment.~~

6. *New Technology*. The parties recognize that technology may change during the term of this Contract. Accordingly, the parties agree as follows:

6.1. {---Vendor Reference Name---} shall provide the City with prompt written notice of all upgrades, enhancements and modifications to the Products or Services that become available during the term of this agreement (the "New Technology").

**Commented [GN1]:** City already has access to Company hardware and thus has already received the warranty. We are willing to have a warranty on any new equipment we put in.



## Section 7 Sample Contract

- 6.2. ~~Unless specified in writing by the City in a specific instance, all Products provided by { Vendor Reference Name } will be the latest, most recent version available as of the time of installation. { Vendor Reference Name } will schedule installation of all Products as late in the process as is reasonably practicable to meet the Project Plan deadlines. Unless specified in writing by the City in a specific instance, { Vendor Reference Name } will continually update the Software after installation at no additional cost and it shall be a condition of System Acceptance that all Software be the latest, most current version available as of the date of System Acceptance.~~
- 6.3. ~~If { Vendor Reference Name } causes a delay in the project of six months or more, it shall be a condition of System Acceptance (at the City's option) that the Hardware is the latest, most recent version available as of six (6) months prior to the date of System Acceptance.~~
- 6.4. ~~Notwithstanding anything contained in this Contract to the contrary, the City shall have the option to reject proposed New Technology and to accept less than the most current version of the Products by providing written notice to { Vendor Reference Name }.~~
- ~~6.5-6.4.~~ { Vendor Reference Name } shall make the New Technology available to the City at no additional cost if required by this Contract, or if New Technology is generally commercially available to { Vendor Reference Name }'s customers at no additional cost. ~~Notwithstanding the foregoing, there shall be no additional charges for providing the most recent version of the Hardware as required by this Section.~~
- ~~6.6-6.5.~~ { Vendor Reference Name } shall provide additional details and estimated prices to the City at the request of the City, if the City wants to consider further the possible addition of the New Technology.
- ~~6.7-6.6.~~ Notwithstanding anything contained herein to the contrary, neither the acceptance of proposed New Technology by the City nor the amendment of this Contract to incorporate New Technology shall relieve { Vendor Reference Name } from its obligations under this Contract to satisfy the Specifications and Requirements.
- 7. Acceptance of Deliverables; System Acceptance.** Acceptance of an individual Deliverable and the entire System shall occur in accordance with the Scope of Implementation Services attachment.
- 8. City Resources.** The City is not required to provide any information, personnel, facilities, or other resources aside from what is specifically required in the Scope of Implementation Services unless the City can do so at no cost. When this Attachment requires the City to provide a resource, { Vendor Reference Name } shall request it in writing in a timely manner. If { Vendor Reference Name } will be delayed in performing due to any failure by the City to provide a resource required by this Contract, { Vendor Reference Name } shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse { Vendor Reference Name } from any failure or delay in performance unless { Vendor Reference Name } has followed these steps. The duration of any excused delay will be limited to the time period after { Vendor Reference Name } has followed these steps.
- 9. Billing Records.** During the term of this Contract and for three (3) years after it terminates, { Vendor Reference Name } will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit books, records and facilities of { Vendor Reference Name } necessary to evaluate { Vendor Reference Name }'s compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of { Vendor Reference Name }. However, if non-compliance is found that would have cost the City in excess of \$100,000 but for the audit, then { Vendor Reference Name } shall be required to reimburse the City for the cost of the audit.
- 10. Compensation for Termination Without Cause.** If the City terminates this Contract without cause, as soon as practicable, { Vendor Reference Name } shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. In the event of termination without cause pursuant to this Section, the City agrees to: (i) pay { Vendor Reference Name } a pro rata amount of the purchase price for Implementation Services rendered through the termination date based on percentage of completion of the applicable payment Milestones; and (ii) return all Hardware which the City elects not to keep, and (iii) pay { Vendor Reference Name } for any Hardware received by the City which the City has elected to keep, or which has been damaged by the City so as to preclude return. The foregoing payment obligation is contingent upon: (i) { Vendor Reference Name } having fully complied with the Section of General Conditions captioned "Obligations On Termination; and (ii) { Vendor Reference Name } having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each person through the termination date and the percentage of completion of each task, and is subject to the City's right to inspect billing records and dispute any charges as provided under this Attachment.
- 11. Employment Taxes and Employee Benefits.** { Vendor Reference Name } acknowledges and agrees that { Vendor Reference Name }'s employees and subcontractors are not employees of the City. { Vendor Reference Name } represents, warrants, and covenants that { Vendor Reference Name } will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation, and other payments and deductions that are required by law relating to provision of the Services. { Vendor Reference Name } shall indemnify, defend, and hold harmless the City and the City' officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys' fees arising from { Vendor Reference Name } any

## Section 7 Sample Contract

claim that an individual performing the Service is an employee of the City.

### 12. Ownership of Work Product.

12.1. {---Vendor Reference Name---} shall have exclusive ownership of intellectual property rights in all Company Software and related Documentation, including but not limited to all copyrights, patents and trade secrets (collectively "{---Vendor Reference Name---} Intellectual Property"). {---Vendor Reference Name---} grants the City a perpetual, royalty-free, non-exclusive license to use and copy the Company Intellectual Property for all purposes of the City and the Affiliates in accordance with the terms of the License.

~~12.2. The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). { Vendor Reference Name } hereby assigns and transfers all rights in the Intellectual Property to the City. { Vendor Reference Name } further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. { Vendor Reference Name } hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.~~

~~13. License to Use Intellectual Property. The City grants { Vendor Reference Name } a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. {---Vendor Reference Name---} may not use the Intellectual Property for other purposes without the City's prior written consent, and { Vendor Reference Name } agrees to treat the Intellectual Property and all City data with the same level of protection that { Vendor Reference Name } afford { Vendor Reference Name }'s own trade secrets and intellectual property.~~

### 14.13. Contract Data.

~~14.1.13.1. The City shall have exclusive ownership of the following (collectively referred to as "Contract Data"): (a) all data produced or generated under this Contract for the benefit of the City or its customers; and (b) all data provided by, accessed through or processed for the City under this Contract.~~

~~14.2.13.2. {---Vendor Reference Name---} will promptly provide the Contract Data to the City in machine readable format upon the City's request at any time while this Contract is in effect or within three years after this Contract terminates.~~

~~14.3.13.3. In accordance with the North Carolina electronic data-processing records law N.C.G.S. §132-6-1:~~

~~14.3.1.13.3.1. All Software and Documentation provided by {---Vendor Reference Name---} or its subcontractors will have sufficient information and capabilities to enable the City to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the System; and~~

~~14.3.2. All Software and Documentation provided by { Vendor Reference Name } or its subcontractors will have sufficient information to enable the City to create an index containing the following information with respect to each database used by the System without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. { Vendor Reference Name } agrees that the City may copy and disclose the information listed above in response to requests for database information under the North Carolina General Statutes.~~

~~15.14. Company Will Not Sell or Disclose Contract Data. {---Vendor Reference Name---} will treat Contract Data as Confidential Information under this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as authorized by the City in writing or expressly permitted by this Contract.~~

~~16.15. Supporting Data. If {---Vendor Reference Name---} will be providing work product under this Contract that is based on an analysis of data {---Vendor Reference Name---} will provide the City with all data supporting {---Vendor Reference Name---}'s analysis ("Supporting Data") in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of {---Vendor Reference Name---} (as defined in this Contract), the City shall be permitted to reproduce, copy, duplicate, disclose, or use the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law.~~

~~17.16. Regeneration of Lost Or Damaged Data. If {---Vendor Reference Name---} loses or damages any data in the City's possession, {---Vendor Reference Name---} will, at {---Vendor Reference Name---}'s own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at {---Vendor Reference Name---}'s own expense, a new machine-readable copy of lost or damaged data from the City's data sources.~~

## Section 7 Sample Contract

~~18.17.~~ **City Materials and Data Treated as Confidential.** {--Vendor Reference Name--} will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. {--Vendor Reference Name--} will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.

### ~~19.18.~~ **Data Security and Privacy**

~~19.1.18.1.~~ **General Requirements.** With respect to Contract Data, {--Vendor Reference Name--} shall:

~~19.1.4.18.1.1.~~ Establish and maintain safeguards against the destruction, loss, unauthorized alteration of, or unauthorized access to the Contract Data;

~~19.1.2.18.1.2.~~ Comply with all laws and regulations that may apply to the Contract Data, including without limitation all laws relating to identity theft;

~~19.1.3.18.1.3.~~ Store all Contract Data in accordance with Peripheral Component Interconnect (or successor) standards then in effect ("PCI Standards");

~~19.1.4.18.1.4.~~ Encrypt all personally identifiable information, credit card data that is transmitted to or from {--Vendor Reference Name--}'s systems in connection with this Contract;

~~19.1.5.18.1.5.~~ Ensure that Contract Data storage complies with all relevant laws, regulations and standards, including but not limited to states laws, and applicable regulatory and professional standards; and

~~19.1.6.18.1.6.~~ Ensure that transmission of Contract Data to and from {--Vendor Reference Name--}'s system is secure.

~~19.2.18.2.~~ **Authentication.** {--Vendor Reference Name--} will require an authentication process approved by the City as a condition to releasing Contract Data to City employees. At a minimum, such process will require a City user ID and password. It may also require validation challenge questions if specified by the City in writing from time to time.

~~19.3.18.3.~~ **Preventing Unauthorized Access.** {--Vendor Reference Name--} shall identify in writing a security administrator to coordinate with the City. {--Vendor Reference Name--} shall take appropriate measures to protect against the misuse of and/or unauthorized access to the Contract Data, including the use of passwords and validated user identification for {--Vendor Reference Name--}. {--Vendor Reference Name--} will take appropriate measures to address any such misuse or unauthorized access.

~~19.4.18.4.~~ **If Unauthorized Access is suspected.** {--Vendor Reference Name--} shall promptly investigate any suspicion or allegation of misuse or unauthorized access to Contract Data. If {--Vendor Reference Name--}

} learns or has reason to believe that Contract Data has been disclosed or accessed by an unauthorized party, {--Vendor Reference Name--} shall notify the City immediately and shall take at {--Vendor Reference Name--}'s expense all remedial action required by law or as reasonably requested by the City to remedy such disclosure or unauthorized access. All remediation for third party software security vulnerabilities that are clearly identified as such by {--Vendor Reference Name--} are the responsibility of the third party to provide. This in no way limits {--Vendor Reference Name--}'s responsibility for notifying the City of the identified vulnerability.

~~19.5.18.5.~~ **Contract Data to Remain in the U.S.** {--Vendor Reference Name--} will ensure that all Contract Data remains within the confines of the United States including any backup data, replication sites, and disaster recovery sites.

~~19.6.18.6.~~ **Right of Audit by City.** ~~The City shall have the right to review { Vendor Reference Name }'s information security program prior to the commencement of Fuel Card Management Services and from time to time during the term of this Contract. During the performance of the Fuel Card Management Services, on an ongoing basis from time to time and without notice, the City, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of { Vendor Reference Name }'s information security program. In lieu of an on-site audit, upon request by the City, { Vendor Reference Name } agrees to complete, within 45 days of receipt, an audit questionnaire provided by the City regarding { Vendor Reference Name }'s information security program.~~

~~19.7.18.7.~~ **Other Security Constraints.** In order to assist {--Vendor Reference Name--} to comply with the City's requirements regarding security under the Contract, {--Vendor Reference Name--}'s security strategy will be to protect Contract Data at multiple levels, which includes data security, data integrity, and data privacy. Company's merchant services provider and payment card processing vendors must be Payment Card Industry (PCI) compliant with the most recent version.

~~19.7.1.18.7.1.~~ **Hosting Facility Security.** All servers and network equipment are housed in locked cabinets at the hosting facility which provides 24x7 security. To access the cabinets there must be several levels of security that must be passed where each entry point provides state of the art card readers, scanners, and other access devices.

~~19.7.2.18.7.2.~~ **Network Security.** {--Vendor Reference Name--}'s network must be protected by redundant firewalls and monitored for unauthorized access. City access will be configured through a dedicated VLAN. Firewall logs must be constantly monitored, and the logs reviewed on a regular basis. Leading-edge firewall equipment must be provided by {--Vendor

Commented [GN2]: We can agree to answering a questionnaire.

## Section 7 Sample Contract

Reference Name---) to protect the network. The network must be architected to be highly reliable and redundant. If a router, load balancer, or firewall should fail, there must be redundancy built in that would allow failover to take place, without causing a loss of service to City customers. {---Vendor Reference Name---} shall use ssh encryption via RSA (ssh1) and DSA (ssh2) public keys for communication between servers.

~~19.7.3-18.7.3.~~ Firewall Management within {---Vendor Reference Name---} data centers. {---Vendor Reference Name---} shall complete the following activities:

- A. Monitoring and management of firewall appliances, and VPN connectivity to {---Vendor Reference Name---} data centers;
- B. VPN City connectivity to the City's on-premise firewall;
- C. Management of firewall firmware upgrades;
- ~~D. Get approval from the City before making any changes to the firewall configuration;~~
- ~~E. Logging for the firewall and servers shall be sent to the City SIEM solution at the City discretion;~~

~~F.D.~~ In the event {---Vendor Reference Name---} identifies a security breach affecting City's data, {---Vendor Reference Name---} will notify the City of the breach immediately; and

~~G. Provide Check Point Firewall, IPS, and Web Security logs via an OPSEC integration with the hosted Check Point SmartCenter.~~

~~H.E.~~ Restrict database users to a controlled list; individual activities to be restricted, logged and monitored.

~~19.7.4-18.7.4.~~ Server Security. The City's installation will be implemented on dedicated virtual or physical servers, meaning these server environments will be used for and accessible only by the City of Charlotte and {---Vendor Reference Name---} staff;

~~19.7.5-18.7.5.~~ Anti-Virus. {---Vendor Reference Name---} shall complete the following activities:

- a) Install anti-virus software on {---Vendor Reference Name---} managed servers;
- b) Maintain all anti-virus and anti-spam systems with the latest patches, engines and heuristics; and
- c) Scan, quarantine, and clean all in-bound and out-bound files (including email attachments) for viruses.

~~19.7.6-18.7.6.~~ Fuel Card Management Services Fuel Card Management Services Security. {---Vendor Reference Name---} shall provide that customers

that access Fuel Card Management Services the Fuel Card Management Services must use password authentication. The design of the application must be robust so as to prevent one of {---Vendor Reference Name---}'s customers from accessing another customer's data. There must be several layers of protected servers that stand between the web page where the customer logs in and the actual data.

~~19.7.7-18.7.7.~~ Security Patches. Where it does not impact application supportability, security patches to Platform Software will be applied within 6 months of being released.

~~19.7.8-18.7.8.~~ Passwords. {---Vendor Reference Name---} must use tightly controlled passwords on its servers and network equipment. Passwords must be changed on a regular basis. {---Vendor Reference Name---}'s platform Software shall not share the same passwords.

~~20.19.~~ Removal and Replacement of Personnel. "Key Personnel" are the individuals listed as such on the Scope of Implementation Services, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City's written approval, {---Vendor Reference Name---} will not: (i) remove Key Personnel from performance of this Contract or permit {---Vendor Reference Name---}'s subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow {---Vendor Reference Name---}'s subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, {---Vendor Reference Name---} will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If {---Vendor Reference Name---} does not believe the City has reasonable grounds for making the request, {---Vendor Reference Name---} will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.

~~21.1-20.1.~~ Background Checks.

BACKGROUND CHECKS REQUIRED PRIOR TO WORK. Prior to starting work under this Contract, {---Vendor Reference Name---} will conduct a background check on each {---Vendor Reference Name---} employee assigned to work under this Contract, and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal

## Section 7 Sample Contract

conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

~~21.2. NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS. After starting work under this Contract, {-- Vendor Reference Name --} will, on an annual basis, perform a Background Check for each {-- Vendor Reference Name --} employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If {-- Vendor Reference Name --} undertakes a new project under this Contract, then prior to commencing performance of the project {-- Vendor Reference Name --} will perform a Background Check for each {-- Vendor Reference Name --} employee assigned to work on the project, and will require its subcontractors (if any) to do the same for each of their employees.~~

~~21.2. ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES. If a person's duties under this Contract fall within the categories described below, the Background Checks that {-- Vendor Reference Name --} will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:~~

~~21.3.1. If the job duties require driving: A motor vehicle records check.~~

~~21.3.2. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.~~

~~21.3.3. If job duties include entering a private household or interaction with children: A sexual offender registry check.~~

~~21.4-20.2. COMPLIANCE WITH APPLICABLE LAW. {-- Vendor Reference Name--} must follow all state and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.~~

~~21.5. DUTY TO REPORT INFORMATION TO CITY. {-- Vendor Reference Name --} shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.~~

~~21.6-20.3. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of {-- Vendor Reference Name--} as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.~~

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### GENERAL CONDITIONS

This Attachment is incorporated into the {---Contract Title---} ("Contract") between the City of Charlotte ("City") and {---Vendor Legal Name---} ("---Vendor Reference Name---"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments ~~FleetCor's terms and conditions, the Federal Contracting Terms~~ shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **INVOICES.** Each invoice sent by {---Vendor Reference Name---} shall detail all Services performed and delivered which are necessary to entitle {---Vendor Reference Name---} to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.
3. **PAYMENT TERMS.** The City will pay undisputed, properly submitted invoices within ~~sixty (60)~~thirty (30) days after receipt. As a condition of payment, {---Vendor Reference Name---} must invoice the City for Services within 60 days after the Services are performed. {---Vendor Reference Name---} WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN 60 DAYS AFTER SUCH SERVICES WERE RENDERED, except however if mobile wet hosing subcontractor discovers mobile fuel transactions that failed to process which can happen if the City has not provided new or replacement card numbers for equipment/vehicles receiving mobile fuel, if such deliveries are older than 60 days, Vendor reserves the right to bill those deliveries that are older than 60 days and which Vendor and subcontractor have provided proof that the deliveries occurred, but did not get billed.
4. **TERMINATION.**
  - 4.1. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to {---Vendor Reference Name---}. In the event of termination without cause pursuant to this Section, the City agrees to: (i) pay {---Vendor Reference Name---} a pro rata amount of the purchase price for Implementation Services rendered through the termination date based on percentage of completion of the applicable payment Milestones; and (ii) return all Hardware which the City elects not to keep, and (iii) pay {---Vendor Reference Name---} for any Hardware received by the City which the City has elected to keep, or which has been damaged by the City so as to preclude return. The foregoing payment obligation is contingent upon {---Vendor Reference Name---} having fully complied with the subsection of this Section labeled "Obligations on Termination."
  - 4.2. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if {---Vendor Reference Name---}:
    - 4.2.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or
    - ~~4.2.2. Becomes more than ten (10) days late performing the Services; or~~
    - ~~4.2.3-4.2.2.~~ Acts of fails to act in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.
- 4.3. **RESERVED.**
- 4.4. **AUTHORITY TO TERMINATE.** Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.
- 4.5. **OBLIGATIONS ON TERMINATION.**
  - 4.5.1. Upon expiration or termination of this Contract, {---Vendor Reference Name---} will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to {---Vendor Reference Name---} by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment.
  - 4.5.2. Upon expiration or termination of this Contract, {---Vendor Reference Name---} shall, at no cost to the City, cooperate with the City in connection with the transfer of the Services, functions and operations provided by {---Vendor Reference Name---} hereunder to another provider selected by the City or to the City, as determined by the City. Such transition services include but are not limited to:
    - a) ~~Notifying all affected service providers and subcontractors of the Company of transition activities;~~
    - b) ~~providing reasonable training to City staff or the successor service provider in the performance of the Fuel Card Management Services;~~
    - c) ~~using commercially reasonable efforts to assist the City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then~~

Commented [MR3]: FleetCor cannot accept 60 day payment terms.

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being used by { Vendor Reference Name } in connection with the Fuel Card Management Services;

d) using commercially reasonable efforts to make available to the City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by { Vendor Reference Name } in connection with the Fuel Card Management Services.

4.5.3.4.5.1. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms.

4.6. ~~CROSS TERMINATION. A default by the City under the Scope of Maintenance Services Attachment shall constitute grounds for terminating the Maintenance Services if not cured as provided above, but shall not constitute a basis for { Vendor Reference Name } to terminate the License or any other obligations { Vendor Reference Name } may have under this Contract. A default by the City under the Scope of Implementation Services Attachment shall constitute grounds for terminating the Implementation Services if not cured as provided above, but shall not constitute a basis for the Company to terminate the License, the Maintenance Services or any other obligations { Vendor Reference Name } may have under this Contract. Otherwise, a default by either party under any Attachment of this Contract, or the main body of this Contract, shall be regarded as a default under the entire Contract.~~

4.7. ~~NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by { Vendor Reference Name }, notwithstanding anything to the contrary in this Contract, { Vendor Reference Name } shall not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by { Vendor Reference Name }, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.~~

5. **REPRESENTATIONS AND WARRANTIES.** {---Vendor Reference Name---} represents, warrants, and covenants that:

~~5.1. For a period of twelve (12) months after System Acceptance (the "Warranty Period"), the System will fully comply with the Specifications and Requirements, and all federal, state and local laws, regulations, codes and guidelines that apply to it (including any changes to such laws, etc.).~~

5.2.5.1. All Products and Services delivered after System Acceptance shall fully conform to the Specifications and Requirements for a period of one year after acceptance of such Product or Service by the City.

5.3.5.2. For as long as the City exercises its options to purchase Extended Maintenance Services, the System will fully comply with the Specifications and Requirements, and all federal, state and local laws, regulations, codes and

guidelines that apply to it (including changes to such laws, etc.).

5.4.5.3. All Software provided by {---Vendor Reference Name---} or its subcontractors is and will be free of viruses, worms and Trojan horses, and any code designed to disable the Software because of the passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions);

5.5.5.4. ~~Cloud Technology Requirements Fuel Card Management Services.~~ In providing the Services, {---Vendor Reference Name---} shall comply with the City of Charlotte Fuel Card ~~Cloud Technology Requirements set forth in the Fuel Card Technology Cloud Requirements Attachment.~~

5.6.5.5. Prior to System Acceptance, {---Vendor Reference Name---} will correct all Defects in the System and the components thereof within the time frames set forth in the Scope of Implementation Services and the Project Plan. During the Warranty Period and at all times during which the City has purchased Extended Maintenance Services, the Company will correct all Defects and provide Maintenance Services pursuant to the Scope of Maintenance Services Attachment.

5.7.5.6. All Documentation for the Products and the System is and will be in all material respects complete and accurate, and will enable data processing professionals and other City employees with ordinary skills and experience to utilize the Products and the System for the expressed purpose for which they are being acquired by the City;

5.8.5.7. All work performed by {---Vendor Reference Name---} and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

5.9.5.8. Neither the Services, nor the Products nor any Deliverables provided by {---Vendor Reference Name---} under this Contract will intentionally violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

5.10.5.9. All Hardware shall be delivered and shall remain free and clear of all liens and encumbrances. {---Vendor Reference Name---} shall not place or allow to be placed on the Software any third-party lien or encumbrance of any kind at any time which could conceivably interfere with the City's use of the Software or {---Vendor Reference Name---}'s maintenance of the Software.

5.11.5.10. Neither the execution nor the performance of this Contract will violate any third-party contractual rights;

5.12.5.11. {---Vendor Reference Name---} is a duly organized and validly existing entity of the type set forth

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in the first paragraph of this Contract, is in good standing under the laws of the state specified in the first paragraph of this Contract, and is registered to do business in North Carolina; and

~~5.13, 5.12.~~ {---Vendor Reference Name---} has the requisite power and authority to execute and perform this Contract. {---Vendor Reference Name---} and each person signing this Contract for {---Vendor Reference Name---} represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by {---Vendor Reference Name---}.

Additional warranties may be set forth in the Attachments.

### 6. REMEDIES.

6.1. **Right to Withhold Payment.** ~~If {---Vendor Reference Name---} breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. {---Vendor Reference Name---} and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party's breach.~~

6.2. **Right to Cover.** If {---Vendor Reference Name---} fails to meet any completion date or resolution time set forth in this Contract (including the Attachments), the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

6.2.1. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Products and Services from a third party until the matter is resolved and {---Vendor Reference Name---} is again able to resume performance under this Contract; and

~~6.2.2. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due {---Vendor Reference Name---} and, should the City's cost of obtaining or performing the services exceed the amount due {---Vendor Reference Name---}, collect the amount due from {---Vendor Reference Name---}.~~

6.3. If {---Vendor Reference Name---} breaches the warranty set forth in **Section 5.1** of this Attachment, the City, without limiting any other remedies it may have under this Contract or at law, Vendor shall, at its expense, fix the issue which caused the breach, so that the System complies with the Specifications, shall be entitled to an immediate refund of all amounts paid to {---Vendor Reference Name---} or its subcontractors or licensors under this Contract. If {---Vendor Reference Name---} breaches the warranty set forth in **Section 5.3** of this Attachment, the City, without limiting any other remedies it may have under this Contract or at law, Vendor shall, at its expense, repair the issue that caused the breach, so that the System complies with the Specifications, shall be entitled to an immediate refund of all license and

~~maintenance fees paid to {---Vendor Reference Name---} or its subcontractors or licensors under this Contract.~~

6.4. **Other Remedies.** ~~The Company acknowledges that this Contract will be funded in whole or in part by a federal grant. In the event that grant funding is lost due to the Company's failure to deliver in compliance with the terms of the Contract, the Company shall be liable for the total amount of grant funds lost, in addition to damages available elsewhere in this Contract. The remedies set forth in this Contract are cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available at law or in equity. Additional remedies may be set forth in the Attachments.~~

6.5. **Reserved.**

7. **INDEMNIFICATION.** To the fullest extent permitted by law, {---Vendor Reference Name---} shall indemnify, defend, and hold harmless the City and the City' officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:

7.1. ~~Breach of contract, gross negligence or willful misconduct~~ by {---Vendor Reference Name---} or any of {---Vendor Reference Name---}'s agents, employees, ~~or subcontractors~~, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property;

7.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by {---Vendor Reference Name---} or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;

7.3. ~~Intentional~~ violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products or deliverables provided under this Contract ("Infringement Claims");

If an Infringement Claim occurs, {---Vendor Reference Name---} will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If {---Vendor Reference Name---} is unable to comply with the preceding sentence within a reasonable amount of time thirty (30) days after the City is directed to cease use of a product or service, {---Vendor Reference Name---} shall promptly refund to the City all amounts paid under this Contract.



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In any case in which {---Vendor Reference Name---} provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.

If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency's officers, officials, employees, agents, and independent contractors (excluding {---Vendor Reference Name---}).

### 8. INSURANCE.

Types and Amounts of Coverage. At all times during the Term, Vendor shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- (a) Commercial General Liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate;
- (b) Automobile/Vehicle Liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence;
- (c) Workers' Compensation with limits no less than the minimum required by applicable Law;
- (d) Employers' Liability with limits no less than One Million Dollars (\$1,000,000);
- (e) Employee Theft and Dishonesty or crime insurance coverage with limits no less than One Million Dollars (\$1,000,000.00);
- (f) Professional Liability Insurance (including Cyber Risk liability) with limits no less than Five Million Dollars (\$5,000,000); and
- (g) Umbrella Liability insurance with limits no less than Five Million Dollars (\$5,000,000.00) per occurrence, over and above the policies listed in items (a), (b), (c), and (d) above.

### Other Policy Requirements.

All insurance policies required pursuant to this Section shall:

- (a) be issued by insurers of whose "Best" rating is "A-" or better;
- (b) prior to cancellation or non-renewal of policy coverage, Vendor shall have new insurance policies in place that meet the requirements of this Section;
- (c) be evidenced by certificates of insurance delivered to City, upon request (once per year);
- (d) Vendor may secure the required limits of liability utilizing any combination of primary and excess policies; and
- (e) City shall be named as an additional insured where permitted under Vendor policy.

~~{ Vendor Reference Name } shall purchase and maintain, during the life of this Contract, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:~~

#### ~~(a) Automobile Liability~~

~~Bodily injury and property damage liability covering all owned, non owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate. The automobile liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS 90 as required by Federal Motor Carrier Safety Administration's Motor Carrier Act.~~

#### ~~(b) Commercial General Liability~~

~~Bodily injury and property damage liability as shall protect { Vendor Reference Name } and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operation of this Contract whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. If the Company has access to the Aircraft Operation Area (AOA), all automobile liability insurance limits shall increase to \$5,000,000 per accident, combined single limit, each occurrence. This insurance shall include coverage for products/completed operation, personal and advertising injury liability, and contractual liability assumed under the indemnity provision of this Contract.~~

#### ~~(c) Workers' Compensation Insurance~~

~~Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners. If the Company does not employ more than two (2) full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.~~

#### ~~(d) Errors and Omissions Liability Insurance~~

~~insurance as shall protect the { Vendor Reference Name } and { Vendor Reference Name }'s employees from claims alleging the failure to provide the services required by this Contract. This policy shall be specific to the performance of this Contract and shall provide limits of \$1,000,000 each claim.~~

#### ~~(e) Network Security and Privacy Liability~~

~~Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security~~

**Commented [MR4]:** We are "No Bidding" the Charlotte Airport Consigned and Bulk Fuel portion of the ITB, therefore the increased coverage requirements that were in Addendum I, item #16 should not apply to FleetCor.

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~~to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of the City of Charlotte in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit \$1 million each occurrence/aggregate. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.~~

~~{ Vendor Reference Name } shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. { Vendor Reference Name } shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.~~

~~The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of { Vendor Reference Name } and/or subcontractor providing such insurance.~~

~~The City of Charlotte shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Contract. Certificates of all required insurance shall be furnished to the City within fourteen (14) calendar days after Contract award and prior to commencing any work. Certificates of insurance shall contain the provision that the City will be given ten (10) day written notice of any intent to amend or terminate by either the insured or the insuring Company.~~

~~Should any or all of the required insurance coverage be self-funded/self insured, a copy of the Certificate of Self Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.~~

~~If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve { Vendor Reference Name } from meeting all insurance requirements or otherwise being responsible for the subcontractor.~~

**8.9. NOTICE.** Any notice, consent, waiver, authorization, or approval referenced in this Contract must be in writing, and delivered in person, by U.S. mail, overnight courier or electronic mail to the City and {Vendor Reference Name} Contacts identified on the Cover Sheet (or as updated in writing from time to time). Notice of breach, default, termination, prevention of performance, delay in performance, modification, extension, or waiver must also be copied to the recipients listed below (the "Official Notice Recipients"), and if sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

<del>{---City Department Head---}</del>	<del>{---City Atty Assigned---}</del>
<del>{---City Department---}</del>	City Attorney's Office
<del>{---City Dept Street Address---}</del>	600 East Fourth Street

Charlotte, NC {---City Dept Zip---}	Charlotte, NC 28202
{---City Dept Phone---}	{---City Atty Phone---}
{---City Department email---}	{---City Atty Email---}

<b>Vendor Contact Name</b>
{---Vendor Reference Name---}
Vendor Address
City, State Zip
Vendor Contact Phone
Vendor Contact Email

Notice shall be effective upon receipt by the intended recipient. The parties may change their Official Notice Recipients by written notice to the other party.

**9.10. WORK ON CITY'S PREMISES.** Whenever on City premises, {---Vendor Reference Name---} will obey all instructions and City policies applicable to City employees and contractors that {---Vendor Reference Name---} is made aware of. If {---Vendor Reference Name---} causes damage to the City's equipment or facilities, {---Vendor Reference Name---} will promptly repair or replace such damaged items at {---Vendor Reference Name---}'s expense.

**10.11. NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify {---Vendor Reference Name---} of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

**11.12. REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract {---Vendor Reference Name---} agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, {---Vendor Reference Name---} shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers, in connection with a City contract or contract solicitation process, nor shall {---Vendor Reference Name---} retaliate against any person or entity for reporting instances of such discrimination. {---Vendor Reference Name---} shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its

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subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, { Vendor Reference Name } agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. { Vendor Reference Name } further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

{ Vendor Reference Name } agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

{--Vendor Reference Name--} understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of {--Vendor Reference Name--} from participating in City contracts and other sanctions.

**12-13. REQUIRED BY STATE LAW.**

**12-1.13.1.** E-Verify. {--Vendor Reference Name--} will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

**12-2.13.2.** NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. {--Vendor Reference Name--} certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract.

**13. CHARLOTTE BUSINESS INCLUSION POLICY.** The City has adopted a CBI Program, which is posted on the City's website at <https://charlottenc.gov/finance/procurement/cbi/Pages/iba-rory.aspx>. The parties agree that:

14. The terms of the City's CBI Policy, as revised from time to time, together with all rules and guidelines established under such program (collectively, the "CBI Policy") are incorporated into this Contract by reference; and

15-14. A violation of the CBI Policy shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in CBI Policy, including but not limited to liquidated damages; and

15.1. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to { Vendor Reference Name } under this Contract until the City has received in a form satisfactory to the City all claim releases, payment affidavits, and other documentation required by the City's CBI Policy, and in the event payments are withheld under this provision, { Vendor Reference Name } waives any right to interest that might otherwise be warranted on such withheld amount under N.C. Gen. Stat. §143-134.1; and

15.2. The remedies set forth in the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and

15.3. The City will incur costs if { Vendor Reference Name } violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, { Vendor Reference Name } agrees to pay the City liquidated damages at the rates set forth in the CBI Policy.

15.4. { Vendor Reference Name } agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Policy.

15.5. Nothing in this Section shall be construed to relieve {-- Vendor Reference Name } from any obligation it may have under N.C. Gen. Stat. §143-134.1 regarding the payment of subcontractors.

**16. CHARLOTTE BUSINESS INCLUSION MWSBE UTILIZATION AND REPORTING**

16.1. SUBCONTRACTING UTILIZATION. { Vendor Reference Name } has committed to subcontract for supplies and/or services from City Certified Small Business Enterprises (SBEs), and/or City Registered Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) for the duration of the Contract, as follows:

Total MBE Utilization		%
Total WBE Utilization		%
Total SBE Utilization		%
<b>Total MWSBE Utilization</b>		<b>%</b>

{ Vendor Reference Name } shall not terminate;

## Section 7 Sample Contract

replace or reduce the work of an MWSBE without providing written notice to the city as outlined in the CBI Policy. Failure of { Vendor Reference Name } to fulfill these utilization requirements shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages.

16.2. ~~LETTERS OF INTENT.~~ { Vendor Reference Name } acknowledges that it will be required to execute one or more letters of intent on or prior to the Effective Date. Each letter of intent will list the subcontractor (MWSBE) vendor name and the amount that { Vendor Reference Name } has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. { Vendor Reference Name } consents to submit its letter(s) of intent via the City's selected electronic compliance management system, at the City's option. The letter(s) of intent shall be deemed to be incorporated into this Contract when submitted by { Vendor Reference Name } and accepted by the City. Any changes to letters of intent or any new letters of intent will also be deemed incorporated into this Contract when submitted by { Vendor Reference Name } and accepted by the City.

16.3. ~~PAYMENTS TO MWSBES.~~ { Vendor Reference Name } shall abide by N.C. Gen. Stat. §143-134.1 (b) and within seven (7) days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Furthermore, if { Vendor Reference Name } has made a Quick Pay Commitment under the CBI Program, { Vendor Reference Name } shall comply with any provisions of the Quick Pay Commitment that are more stringent than N.C. Gen. Stat. §143-134.1 (b), but shall also remain bound by N.C. Gen. Stat. §143-134.1(b).

16.4. ~~PAYMENT AFFIDAVITS.~~ As a condition to receiving payments under this Contract, { Vendor Reference Name } agrees to provide payment affidavits detailing the amounts paid by { Vendor Reference Name } to all subcontractors and suppliers receiving payment in connection with this Contract ("Payment Affidavit"). The absence of MWSBE participation on a contract does not relieve { Vendor Reference Name } from the obligation to submit payment affidavits.

The payment affidavit shall be submitted at such times as required by the City. In order to properly file a Payment Affidavit, { Vendor Reference Name } and all subcontractors and suppliers under the Contract must be registered in the City's vendor registration system and the City's compliance management system. Payment Affidavits shall be in the format specified by the City from time to time. { Vendor Reference Name } consents to submit its Payment Affidavits via the City's selected electronic compliance management system, at the City's option. Failure to provide such affidavits within the time

period specified by the City shall entitle the City to exercise any of the remedies set forth in the Charlotte Business Inclusion Policy.

17. ~~CHANGES.~~ In the event changes to the Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a "Change Statement"). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

### ~~18-15.~~ GENERAL.

~~18-15.1.~~ ENTIRE AGREEMENT/AMENDMENT. This Contract is the parties' entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Contract will be valid unless in writing and signed by both { Vendor Reference Name } and the City. Clicking "consent" or "agree" electronically when accessing software or a website will not constitute a writing sufficient to bind the City.

~~18-15.2.~~ RELATIONSHIP OF THE PARTIES. The parties' relationship under this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

~~18-15.3.~~ GOVERNING LAW AND VENUE. North Carolina law will govern all matters relating to this Contract (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Contract shall be brought in a state or federal court

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sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.

~~18-4-15.4.~~ ASSIGNMENT/SUBCONTRACTING. Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party provided consent will not be unreasonably withheld. Unauthorized assignments shall be void.

~~18-5-15.5.~~ DELAY / CONSEQUENTIAL DAMAGES. ~~Neither party. The City will not be liable to the other party (Vendor Reference Name--),~~ its agents or any subcontractor for or any delay in performance by the ~~City,~~ or for any consequential, indirect, or special damages or lost profits related to this Contract.

~~18-6-15.6.~~ SEVERABILITY. The invalidity of one or more provisions of this Contract will not affect the validity of the remaining provisions so long as the material purposes of the Contract can be achieved. If any provision of this Contract is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

~~18-7-15.7.~~ PUBLICITY. {---Vendor Reference Name---} may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) {---Vendor Reference Name---} may list the City as a reference, and (ii) {---Vendor Reference Name---} may identify the City as a customer in presentations to potential customers.

~~18-8-15.8.~~ WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

~~18-9-15.9.~~ SURVIVAL. Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.

~~18-10-15.10.~~ TAXES. {---Vendor Reference Name---} will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.

~~18-11-15.11.~~ CONSTRUCTION OF TERMS. Both parties have carefully considered the particular language used in this

Contract. The general rule of law that ambiguities are construed against the drafter will not apply.

~~18-12-15.12.~~ DAYS. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to "business days" shall mean the days that the City's main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.

~~18-13-15.13.~~ CONFLICTS OF INTEREST. {---Vendor Reference Name---} will not take any action that is or is likely to be perceived as conflict of interest under this Contract. {---Vendor Reference Name---} has not made and will not make any gifts to City employees or officials in connection with this Contract.

~~18-14-15.14.~~ COMPLIANCE WITH LAWS. {---Vendor Reference Name---} and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. {---Vendor Reference Name---} represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.

~~18-15-15.15.~~ PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

## Section 7 Sample Contract

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### PRICE SCHEDULE

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

{---Vendor Reference Name---} shall provide the Services detailed in this Contract at rates set forth below.

## Section 7 Sample Contract

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### SCOPE OF SERVICES

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

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### PROJECT SCHEDULE

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

{---Vendor Reference Name---} shall deliver all Products and perform all Services in accordance with the attached Project Schedule (which is incorporated herein by reference). The dates on the attached Project Schedule shall be incorporated into the Project Plan, unless revised by the mutual written agreement of the parties.



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### FUEL CARD MANAGEMENT SERVICES ~~CLOUD TECHNOLOGY~~ REQUIREMENTS

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

1. **FUEL CARD MANAGEMENT SERVICES.** This Attachment sets forth the terms and conditions under which {---Vendor Reference Name---} agrees to provide the Fuel Card Management Services. {---Vendor Reference Name---} will complete the following tasks as part of day to day management of these Fuel Card Management Services on all environments (dev, test, prod, etc.). For all Fuel Card Management Services {---Vendor Reference Name---} will be responsible for any third-party support required.

#### 1.1. OPERATIONS.

1.1.1. {---Vendor Reference Name---} will be fully responsible for all infrastructure and Software implementation and maintenance. The City's responsibilities will be limited to end-user administration of the Fuel Card Management Services.

~~1.1.2. { Vendor Reference Name } will facilitate the deployment of and manage a dedicated circuit, with redundancy, from { Vendor Reference Name }'s hosting facilities to the City's primary data center. [Confirm this is required]~~

~~1.1.3.1.1.2.~~ {---Vendor Reference Name---} will provide a Fuel Card Management Services configuration that provides average City on site response time of 1 second to any end user inquiry or submission. Maximum response time to any end user inquiry or submission will be 5 seconds. Extended deviations from these performance targets will be treated as priority two or priority one incidents according to language established in the Service Level Agreement section.

~~1.1.4.1.1.3.~~ Communications between {---Vendor Reference Name---} and any other hosted vendor services will be routed through the City's network rather than directly connecting from vendor to vendor. The City is responsible for network integrations to all third-party products.

#### 1.2. BACKUP AND RECOVERY.

1.2.1. As a part of the Fuel Card Management Services, {---Vendor Reference Name---} is responsible for maintaining a backup of Contract Data, for an orderly and timely recovery of such data in the event that the Fuel Card Management Services may be interrupted.

1.2.2. {---Vendor Reference Name---} shall maintain a contemporaneous backup of Contract Data

that can be recovered within 42 hours at any point in time.

1.2.3. Backup strategy shall ensure that the City will never have any more than a reasonable 15 minutes of data loss in the event of a required recovery or failover to the disaster recovery installation.

~~1.2.4. { Vendor Reference Name } will acquire City authorization before performing any recovery operation that will result in any Contract Data loss.~~

1.2.5. Additionally, {---Vendor Reference Name---} shall store a backup of Contract Data in a remote facility (physically separate from the production facility) no less than daily, maintaining the security of Contract Data, the security requirements of which are further described herein.

#### 1.3. MAINTENANCE AND UPGRADES.

1.3.1. SCOPE. {---Vendor Reference Name---} maintenance and upgrade responsibilities include all {---Vendor Reference Name---} delivered customizations, modifications, integrations, and configurations.

~~1.3.2. SCHEDULED MAINTENANCE. { Vendor Reference Name } will conduct regular maintenance and upgrades only during scheduled times. The agreed upon scheduled time for maintenance and upgrades is Saturday nights from 11pm to Sunday mornings 11:00am EST (the "Scheduled Maintenance Window"). { Vendor Reference Name } must receive authorization from the City before performing any scheduled maintenance.~~

~~1.3.3. UNSCHEDULED MAINTENANCE. In the event that { Vendor Reference Name } determines that any unscheduled maintenance is necessary, { Vendor Reference Name } must contact the City to get authorization before performing the unscheduled maintenance.~~

~~1.3.4.1.3.2.~~ RELEASE UPGRADES. Unless the City directs otherwise in writing, {---Vendor Reference Name---} will upgrade to new releases within 1 year of release. {---Vendor Reference Name---} will closely coordinate these upgrades with the City, including scheduled time and expected duration. Maintenance activities will be completed

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within the Scheduled Maintenance Window defined above.

### 2. LICENSE GRANT.

2.1. {---Vendor Reference Name---} grants the City and its Affiliates a royalty free, non-exclusive, license to use and access the Software through the Fuel Card Management Services.

2.2. Pursuant to this license, the City and its Affiliates may:

2.2.1. Use the Software and the Documentation for all purposes set forth or referenced in this Contract or the City's ITB or {---Vendor Reference Name---}'s Bid, including but not limited to: (a) the operation and use of the System, (b) internal training and testing, (c) development, (d) disaster recovery, backup, archive and restore testing and implementation purposes and (e) any other purpose related to the above;

2.2.2. Allow direct and remote access to the Software and Documentation by an unlimited number of users and departments of: (a) the City; (b) any Affiliate, (c) any other entity to which the City provides services through use of the System; and (d) any other person or entity to which the City needs to allow access in order to provide services to any of the above through the System; and

2.2.3. Integrate the Software and the Documentation using its own resources or through a third party.

2.3. **RESTRICTIONS ON USE.** The City shall not use, copy, disclose or distribute the Software except as permitted by this License.

2.4. **THIRD PARTY ACCESS.** The City may allow access to the Software and Documentation by third party Contractors to modify, improve, enhance, update, integrate and make derivative works of the Software and the Documentation, provided that such third parties execute an agreement containing provisions substantially similar to those set forth in the Confidentiality Agreement

2.5. RESERVED.

2.6. Any configurations and/or integrations created by {---Vendor Reference Name---} shall become part of the Software. Licensing of the Software shall remain subject to the terms of the Contract and any software license that may be included in the Contract at all times, provided that such license terms shall not restrict the City's ability to use the Fuel Card Management Services as provided in this Contract.

2.7. As these Fuel Card Management Services are hosted by {---Vendor Reference Name---}, licensing of the

Software to the City includes licensing and maintenance for any and all necessary components required for the Fuel Card Management Services to operate (hardware, Platform Software, etc.)

3. **LICENSE FROM THE CITY.** The City grants {---Vendor Reference Name---} the non-exclusive, non-transferable, license to copy, store, record, transmit, maintain, display, view, print or otherwise use Contract Data solely to the extent necessary to provide the Fuel Card Management Services to the City and its Affiliates.

4. **ON PREMISE THIRD-PARTY SOFTWARE.** The City agrees to use the following software produced by third parties to access the Fuel Card Management Services; "browser" software that supports a data security protocol compatible with the protocol used by {---Vendor Reference Name---} [, list other software here as applicable]. {---Vendor Reference Name---} is responsible for notifying the City of any upgrades, fixes or enhancements to any such third-party software required to access services provided by {---Vendor Reference Name---}.

### 5. MODIFICATION TO OR DISCONTINUATION OF SERVICES.

5.1 The City acknowledges that {---Vendor Reference Name---} may periodically, ~~with written authorization from the City,~~ need to modify, temporarily or permanently, the Fuel Card Management Services (or any part thereof).

5.1.1 In the event that {---Vendor Reference Name---} modifies the Fuel Card Management Services in a manner that removes or disables a feature or functionality on which the City materially relies, {---Vendor Reference Name---}, at the City's request, shall use commercially reasonable efforts to substantially restore such functionality to the City.

5.1.2 Without limiting any other rights the City has to terminate the Contract, in the event that {---Vendor Reference Name---} is unable to substantially restore such functionality, the City shall have the right, at its option, to either (i) terminate the Fuel Card Management Services and receive a pro-rata refund of the fees paid for use of the Fuel Card Management Services which was paid for by the City, but not yet furnished by {---Vendor Reference Name---} as of the date of such termination, or (ii) terminate the Fuel Card Management Services as provided in the preceding subpart (i) and terminate the Contract as provided in Section XX of the General Terms.

5.2 The City also acknowledges that {---Vendor Reference Name---} reserves the right to discontinue offering the Services. However, because moving to another solution may be a substantial effort for the City, {---Vendor Reference Name---} agrees to give the City as much written notice as possible, but not less than 180 days, before discontinuing the Services.

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5.2.1 In the event that {---Vendor Reference Name---} discontinues offering the Services, the City shall receive a pro-rata refund of the fees paid for use of the Fuel Card Management Services which was paid for by the City, but not yet furnished by {---Vendor Reference Name---} as of the date of such termination.

### 6. SERVICE LEVEL AGREEMENT.

6.1. AVAILABILITY. Outside of Scheduled Maintenance, {---Vendor Reference Name---} guarantees 99.9% or greater uptime. Availability will be calculated per month, as follows:

(Service Time – Non-excluded Downtime – Excluded Downtime)/(Service Time – Excluded Downtime) \* 100

6.1.1. "Service Time" is the total minutes for a given calendar month

6.1.2. "Excluded Downtime" is all unavailability caused by (1) scheduled or mutually agreed upon downtime; (2) downtime on non-production systems; (3) failure of City's Internet access or City-managed connectivity components; or (4) equipment or software managed by the City

6.1.3. "Non-excluded Downtime" is all downtime that is not Excluded Downtime

6.2. OTHER SERVICE LEVEL DEFINITIONS.

6.2.1. "Resolution" means the problem was completely repaired and that no further actions are necessary

6.2.2. "Workaround" means a temporary repair established to allow the City to continue use of the Fuel Card Management Services, until a permanent Resolution can be implemented

~~6.3. SERVICE LEVEL REPORTS. Service Provider will provide monthly Service Level Reports, which will include performance and availability statistics. { Vendor Reference Name } will perform the performance and availability calculations, but will provide the source data to the City on request, in the event that the City would like to validate the results.~~

~~6.4-6.3. SERVICE LEVELS REVIEWS. Service Provider and Customer will meet as often as shall be reasonably requested by the City, but no more than monthly once per quarter, to review the performance of {---Vendor Reference Name---} as it relates to the Service Levels further described below.~~

~~6-5-6.4. {---Vendor Reference Name---} will monitor all aspects of Fuel Card Management Services availability and will notify the City of any outage affecting services provided to City, as reasonably possible, within 30 minutes of discovery via telephone~~

~~and email for any Priority 1 outage, and by email for any Priority 2 or below outage.~~

~~6-6-6.5. The City shall assign an initial priority level for each problem reported, either verbally or in writing, based on the conditions described below. {---Vendor Reference Name---} will work with the City to upgrade or downgrade the level of a particular problem to a different priority level, if after examining the problem there is reason to do so. Notwithstanding the foregoing, {---Vendor Reference Name---} shall not upgrade or reduce the level of priority of a particular error to a different priority without the City's consent, which consent may not be unreasonably withheld or delayed.~~

~~6-7-6.6. REMEDIES FOR FAILURE TO MEET RESOLUTION AND WORKAROUND TIMES. The City shall be entitled to invoke the following remedies for { Vendor Reference Name }'s failure to meet the Workaround times or Resolution times stated below. Such amounts shall be in the form of a refund for amounts paid, or, at { Vendor Reference Name }'s option, service credit for amounts payable during the year in question, provided that if there are no amounts payable during the year in question, { Vendor Reference Name } shall provide the City with a refund of amounts paid for such year. Workarounds and resolutions must be agreed to by the City to be considered valid. The requirements set forth in the following chart apply to Fuel Card Management Services in the production environment, and not to testing or development environments.~~

**Commented [MRS]:** At this point our system does not automatically send out notification of outage to clients, so it's a manual process for the Account Manager or Relationship Manager. We can't agree to a firm 30 minute timeframe.

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<b>Priority One: Critical</b>	Priority One applies if the problem results in: <ul style="list-style-type: none"> <li>Fuel Card Management Service down with no workaround, or performance degraded by more than x% from contractual performance standards (measured end-to-end) for &gt; 15 minutes and multiple users are impacted, OR</li> <li>Loss of data or data corruption, OR</li> <li>Jeopardized safety or security.</li> </ul>
Service Level	<ul style="list-style-type: none"> <li>Immediate email escalation to Technical Support, followed by warm handoff</li> <li>Resolution Time: 8 Hours</li> <li>Workaround Time: 1 Hour</li> <li>Target Updates: Every 30 minutes until Resolution</li> </ul>
Service Level Credit	<ul style="list-style-type: none"> <li><del>Six percent (6%) of the annual Fuel Card Management Services Fees paid or payable by the City for each instance where { --Vendor Reference Name-- } fails to address a Priority One problem within the Resolution and Workaround times specified above.</del></li> <li><del>For each 24-hour period that a Priority One Defect continues beyond the Resolution or Workaround times stated above, an additional six percent (6%) of the annual Fuel Card Management Services Fees paid or payable by the City.</del></li> </ul>
Termination Trigger	Without limiting any other rights the City has to terminate the Contract, the City may exercise the right to terminate this Contract immediately for default upon written notice to {--Vendor Reference Name--} in the event that a Priority One problem continues in duration without either a Resolution or Workaround for more than 24 hours after it is first reported by the City. In the event of such termination, the City shall receive a pro-rata refund of the fees paid for use of the Fuel Card Management Services which was paid for by the City, but not yet furnished by {--Vendor Reference Name--} as of the date of such termination.

**Commented [MR6]:** FleetCor requests these damages be deleted from this provision of the agreement. We have a long track record with the City of having reliable uptime with our systems and quickly responding to outages.

<b>Priority Two: High</b>	Priority Two applies if the problem results in: <ul style="list-style-type: none"> <li>Production Service is severely impaired making use of the Service difficult, complicated, cumbersome, or slow and multiple users or records are impacted, OR</li> <li>The Service is at risk because of a known vulnerability.</li> </ul>
Service Level	<ul style="list-style-type: none"> <li>Immediate email escalation to Technical Support, followed by warm handoff</li> <li>Resolution Time: 24 Hours</li> <li>Workaround Time: 2 Hours</li> <li>Target Updates: Every hour until Resolution</li> </ul>
Service Level Credit	<ul style="list-style-type: none"> <li><del>Six percent (6%) of the annual Fuel Card Management Services Fees paid or payable by the City for each instance where { --Vendor Reference Name-- } fails to address a Priority Two problem within the Resolution and Workaround times specified above.</del></li> <li><del>For each 48-hour period that a Priority Two Defect continues beyond the Resolution or Workaround times stated above, an additional six percent (6%) of the annual Fuel Card Management Services Fees paid or payable by the City.</del></li> </ul>
Termination Trigger	Without limiting any other rights the City has to terminate the Contract, the City may exercise the right to terminate this Contract immediately for default upon written notice to {--Vendor Reference Name--} in the event that a Priority Two problem continues in duration without either a Resolution or Workaround for more than 120 hours after it is first reported by the City. In the event of such termination, the City shall receive a pro-rata refund of the fees paid for use of the Fuel Card Management Services which was paid for by the City, but not yet furnished by {--Vendor Reference Name--} as of the date of such termination.

**Commented [MR7]:** FleetCor requests these damages be deleted from this provision of the agreement. We have a long track record with the City of having reliable uptime with our systems and quickly responding to outages.

<b>Priority Three: Medium</b>	Priority Three applies if the problem results in: <ul style="list-style-type: none"> <li>Small maintenance issues, non-critical bug fix with workaround, no immediate impact, single user or record impact.</li> </ul>
Service Level	<ul style="list-style-type: none"> <li>Notification upon awareness of the incident. Begin resolution within 4 hours.</li> <li>Target Resolution Time: 96 Hours or Planned Release</li> <li>Target Workaround Time: 8 Hours</li> <li>Target Updates: Every 24 hours until Resolution</li> </ul>

## Section 7 Sample Contract

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<b>Priority Four: Low</b>	Any problem related to the Service which does not fall within Priority One, Two, or Three and results in: <ul style="list-style-type: none"><li>• Enhancement Requests</li><li>• Cosmetic Changes</li></ul>
Service Level	<ul style="list-style-type: none"><li>• Notification upon awareness of the incident. Begin resolution within 1 Business Day.</li><li>• Target Resolution Time: 5 Business Days or Planned Release</li><li>• Target Workaround Time: 5 Business Days</li><li>• Target Updates: Every 10 Business Days until Resolution</li></ul>

## Section 7 Sample Contract

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### REQUIREMENTS

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

## Section 7 Sample Contract

### FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

1. **Debarment and Suspension.** {---Vendor Reference Name---} represents and warrants that, as of the Effective Date of the Contract, neither {---Vendor Reference Name---} nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term {---Vendor Reference Name---} or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, {---Vendor Reference Name---} shall notify the City immediately.
2. **Record Retention.** {---Vendor Reference Name---} certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. {---Vendor Reference Name---} further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** {---Vendor Reference Name---}'s subcontracts and where applicable vendor represents and warrants that in its performance under the Contract, {---Vendor Reference Name---}'s subcontractors and where applicable vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** {---Vendor Reference Name---}'s subcontractors agrees and where applicable vendor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** {---Vendor Reference Name---}'s subcontractors certifies that {---Vendor Reference Name---}'s subcontractors and where applicable vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** {---Vendor Reference Name---} certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of {---Vendor Reference Name---}, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, {---Vendor Reference Name---} shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
  - c. {---Vendor Reference Name---} shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - d. {---Vendor Reference Name---}'s completed Form XX—Byrd Anti-Lobbying Certification is incorporated herein as Form [ATTACHMENT LETTER] 2 below.

## Section 7 Sample Contract

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, {---Vendor Reference Name---}'s subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, {---Vendor Reference Name---}'s subcontractors is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** {---Vendor Reference Name---} shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Federal Government Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, {---Vendor Reference Name---}, or any other party pertaining to any matter resulting from the Contract.



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### CONFIDENTIALITY TERMS

This Attachment is incorporated into the Contract for Services ("Contract") between the City of Charlotte ("City") and {--Vendor Legal Name--} ("{--Vendor Reference Name--}"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. "CONFIDENTIAL INFORMATION" means any information, in any medium, whether written, oral, or electronic, obtained or accessed in connection with the Contract that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:

- Trade secrets of the partiesCity and its suppliers, contractors, and licensors, including software and technical materials.
- Information marked "Confidential" or "Proprietary" and if its not marked, but a reasonable person should know its confidential.
- Vendors financials
- Computer security information of the City, including passwords, codes, configurations, security standards and protocols, and other network, device, and system security features
- Building plans of City-owned buildings and structures
- Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure, or information storage system(s).
- Information contained in the City's personnel files, as defined by N.C. Gen. Stat. §160A-168 (which includes all information gathered by the City about employees, except information which is a matter of public record under North Carolina law)
- Personal identifying information of individuals, such as social security numbers, bank account numbers, credit and debit card numbers, birth dates, PIN numbers and passwords
- Billing information of customers maintained in connection with the City providing utility services
- Attorney / client privileged information disclosed by either party
- Names and address of individuals who have received a rehabilitation grant to repair their homes.
- Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City

The Confidential Information listed in italics above is "Highly Restricted Information," which subject to additional restrictions as set forth herein. Confidential Information

includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

#### 2. RESTRICTIONS.

- 2.1. Neither party{--Vendor Reference Name --} shall not copy, modify, enhance, compile, or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 2.2. Neither party{--Vendor Reference Name --} shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or{--Vendor Reference Name --} having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and {--Vendor Reference Name--}, and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the forgoing, neither party{--Vendor Reference Name --} shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent of the other party.
- 2.3. Neither party{--Vendor Reference Name --} shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized in writing by the the other partyCity, or is for the purpose for which such Confidential Information is being disclosed.
- 2.4. Neither party{--Vendor Reference Name --} shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 2.5. {--Vendor Reference Name --} Both parties shall use reasonable efforts to prohibit its employees, vendors, agents, and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 2.6. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, the parties shall {--Vendor Reference Name --} shall promptly immediately notify the other partyCity, and will reasonably assist the party's City's effort to seek a protective order or other appropriate

## Section 7 Sample Contract

relief to prevent or restrict any disclosure of Confidential Information.

2.7. ~~The parties (Vendor Reference Name ) will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill (Vendor Reference Name )'s contractual obligations to the City, or (b) resolve a dispute with the City. The parties (Vendor Reference Name ) will have each employee who will have access to the Confidential Information sign a confidentiality agreement including protections substantially identical to those set forth herein.~~

2.8. ~~(Vendor Reference Name ) shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.~~

2.9. ~~(Vendor Reference Name ) shall ensure that each person who obtains access to Confidential Information through (Vendor Reference Name ) (including but not limited to (Vendor Reference Name )'s employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Contract and the City's Restricted Data Policy.~~

~~2-10-2.9.~~ All materials containing Confidential Information shall be ~~returned to the City or~~ destroyed

~~upon written notification from the other party, satisfaction of the purpose of the disclosure of such information.~~

3. **EXCEPTIONS.** (Vendor Reference Name) shall have no obligation with respect to Confidential Information that (Vendor Reference Name) can establish:

- Was already known to (Vendor Reference Name) prior to being disclosed by the City;
- Was or becomes publicly known through no wrongful act of (Vendor Reference Name);
- Was rightfully obtained by (Vendor Reference Name) from a third party without similar restriction and without breach hereof;
- Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, (Vendor Reference Name) shall first give to the City notice of such requirement or request;
- Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that (Vendor Reference Name) shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.


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### CBI FORMS

This Attachment is attached and incorporated into the Fuel Supply Products and Related Services (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

**Company's completed MWSBE UTILIZATION FORM from Bid Submission.  
Completed CBI Form 4 (Letter of Intent) for each committed Subcontractor**

CBI Form 6: Payment Affidavit – Subcontractor/Supplier Utilization shall be submitted for all invoices including Services rendered utilizing one or more subcontractors. Failure to submit this form as required in **General Services, Section 18.3** may result in delays in processing payments.



**CBI FORM 6: Payment Affidavit - Subcontractor / Supplier Utilization**

Per Part D, Section 9 of the CBI Policy, for Contracts of \$10,000 or more, Contractors must submit this form with each request for payment from the City of Charlotte showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and / or members of a joint venture in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting CBI Form 6 from all subsequent lower tiers.

Project Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Payment / Invoice #: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Invoice Amount: \$ \_\_\_\_\_

Payment Period: From \_\_\_\_\_ To \_\_\_\_\_ City Department: \_\_\_\_\_

FINAL PAYMENT  Check this box only when submitting Final Pay request.

**Section 1: Payments to SUBCONTRACTORS (MBEs/SBEs and Non-MBEs/SBEs)**

Complete the chart below for all subcontractors used on the Project/Contract regardless of dollar amount. All subcontractors must be registered in the City's Vendor System.

Subcontractor's Name	Certification: SBE/MBE	Description of Work Performed	NIGP Code	Vendor #	Payments this Period	Cumulative Payments

**Section 2: Payments to SUPPLIERS**

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City's Vendor System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned Business Enterprise certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Business Enterprise certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business Inclusion Policy and may result in the sanctions prescribed therein.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature	Print Name and Title
To be completed by City for FINAL PAYMENT	SBE Goal: % MBE Goal: %
Total Paid to Contractor: \$	SBE Goal Commitment: % MBE Goal Commitment: %
Total Paid to SBEs: \$	SBE Goal Attainment: % MBE Goal Attainment: %
Total Paid to MBEs: \$	

Version 11-2016

## Section 7 Sample Contract

### ONSITE FUELING LOCATIONS

This Attachment is attached and incorporated into the Fuel Supply Products and Related Services (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("---Vendor Reference Name---"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

ON-SITE FUELING LOCATIONS			
The information listed below details the location and capacity of the City On-Site Fueling Locations and related dispensers for on-site fueling operations			
Utilities Water Treatment Division			
Tank Type	Capacity (gallons)		Deliveries 2010 Gallons
<b>Facility - Vest WTP 820 Beatties Ford Rd</b>			
AST	2,000	RDD	0
AST	2,000	RDD	
<b>Facility - Franklin 5200 Brookshire Blvd</b>			
AST	10,000	RDD	25,440
AST	3,000	RDD	
AST	3,000	RDD	
AST	3,000	RDD	
AST	5,000	RDD	
AST	10,000	RDD	
AST	5,000	RDD	
AST	3,000	RDD	
AST	5,000	RDD	
AST	3,000	Gasoline	12,675
<b>Facility - Lee S. Dukes 7980 Babe Stillwell Rd Huntersville</b>			
AST	10,000	RDD	3,746
<b>Facility - Catawba River Pump Station - 12548 Pump Station Rd - 28216</b>			
AST	2,500	RDD	5,783
AST	5,000	RDD	
AST	20,000	RDD	
<b>Facility - Plaza Road Booster Station- 6538 Plaza Rd extension, Charlotte</b>			
AST	2,000	RDD	1,398
<b>Facility - Sardis Road Booster Station - 9650 Sardis Rd Charlotte</b>			
AST	2,500	RDD	0
<b>Facility - Hoskins Booster Station - *5200 Brookshire Blvd, Charlotte</b>			
* Hoskins Booster station is on Auten road but must come to 5200 Brookshire to check in and get someone to let in gate			
AST	3,000	RDD	0
<b>Facility - Sharon Booster Station - 5315 Sharon Rd Charlotte</b>			
AST	2,500	RDD	0
<b>Facility - Idlewild Booster Station - 6100 Idlewild Rd Charlotte</b>			
AST	2,000	RDD	0

## Section 7 Sample Contract

Street Maintenance Division 4600 Sweden Road		
1 each 10,000 gallon diesel UST with 4 dispensers		1 Card Reader
Street Maintenance Division 6001 General Commerce Drive		
1 each 10,000 gallon gasoline UST with two dispensers		1 Card Reader
1 each 20,000 gallon diesel UST with two dispensers		
Charlotte-Mecklenburg Utility Department – Wastewater Collection Division 4100 West Tyvola Road		
1 each 2,000 gallon gasoline UST with two dispensers		Card Reader
1 each 10,000 gallon diesel UST.		Card Reader
Irwin Creek Wastewater Treatment Plant 4000 Westmont Drive		
1 unleaded gasoline tank with 1,000 gallon capacity with 1 dispenser		No Card Reader
4 off-road diesel tanks with 17,100 gallon capacity with 1 dispenser		
Mallard Creek Wastewater Treatment Plant 12400 Highway 29 Charlotte, NC 28262		
1 unleaded gasoline tank with 1,500 gallon capacity with 1 dispenser		No Card Reader
1 on-road diesel tank with 2,500 gallon capacity with 1 dispenser		No Card Reader
3 off-road diesel tanks with 17,500 gallon capacity with 1 dispenser		
McAlpine Creek Wastewater Treatment Plant 12701 Lancaster Highway Pineville, NC 28134		
1 unleaded gasoline tank with 2,500 gallon capacity with 1 dispenser		No Card Reader
1 on-road diesel tank with 3,000 gallon capacity with 1 dispenser		No Card Reader
7 off-road diesel tanks with 41,775 gallon capacity with 1 dispenser		
McDowell Creek Wastewater Treatment Plant 4901 Neck Road Huntersville, NC 28078		
1 unleaded gasoline tank with 1,000 gallon capacity with 1 dispenser		No Card Reader
1 on-road diesel tank with 600 gallon capacity with 1 dispenser		No Card Reader
2 off-road diesel tanks with 14,000 gallon capacity with 1 dispenser		
Sugar Creek Wastewater Treatment Plant 5301 Closeburn Road		
1 unleaded gasoline tank with 1,000 gallon capacity with 1 dispenser		No Card Reader
1 on-road diesel tank with 500 gallon capacity with 1 dispenser		No Card Reader

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**Sample Contract**

2 off-road diesel tanks with 20,000 gallon capacity with 1 dispenser		
<b>Charlotte Douglas Airport 5501 Josh Birmingham Parkway All equipment is owned by airport:</b>		
1 unleaded gasoline tank with 6,000 gallon capacity and 2 dispensers		No Card Reader
2 diesel tanks with 6,000 gallon each capacity and 2 each dispensers		No Card Reader
1 diesel tank with 1,000 gallon capacity and 1 dispenser		No Card Reader
<b>There are Veeder Roots</b>		Dispensers have analog meters

## Section 7 Sample Contract

### MASTER INTERGOVERNMENTAL PURCHASING AGREEMENT

This Attachment is attached and incorporated into the Fuel Supply Products and Related Services (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ({---Vendor Reference Name---}). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

This Charlotte Cooperative Purchasing Alliance (CCPA) Master Intergovernmental Cooperative Purchasing Agreement will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA Contracts, under the same terms, conditions and prices as stated in each contract competitively solicited and awarded by the City of Charlotte, North Carolina ("Contracting Agent") on behalf of itself and all other public agencies. It is hereby agreed to by CCPA and the Participating Public Agency (Participants) that:

1. CCPA has followed procurement procedures for products and/or services offered by this Agreement in accordance with CCPAs governing procurement statutes and regulations.
2. The cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
3. It is the sole responsibility of each Participating Public Agency to follow their state procurement statutes as it pertains to cooperative purchasing, and the rules and regulations that govern each Participant's procurement practices.
4. CCPA cooperative purchasing contracts are available to Participating Public Agencies "as is," and CCPA is under no obligation to revise the terms, conditions, scope, price, and/or other conditions of the contract for the benefit of the Participants.
5. It is the sole responsibility of the Participating Public Agency to accept delivery of products and/or services, and the Participants hereby agree to make timely payments to each Company for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and the Company.
6. The City of Charlotte shall not be held liable for any costs, damages, expenses, fees, or liabilities incurred by any other Participating Public Agency as a result of any contract or other arrangement entered into between that Participant and the Company.
7. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. This Agreement incorporates all Contracts, covenants and understandings between CCPA and the Participating Public Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.
9. This agreement is non-exclusive and shall not in any way preclude Participating Public Agencies from entering into similar agreements and/or arrangements with other Cooperative Purchasing Programs, or from acquiring similar goods and services from other sources.
10. This agreement shall take effect after the Participating Public Agency submits the competed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.
- ~~10-11.~~ This agreement in no way requires Vendor to accept any offers from a Participating Public Agency under this CCPA.

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### AVIATION FEDERAL REQUIREMENTS

This Attachment is attached and incorporated into the Fuel Supply Products and Related Services (the "Contract") between the City of Charlotte and { Vendor Legal Name } ({ Vendor Reference Name }). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

For Services provided to the Charlotte Douglas International Airport ("Aviation") this Aviation Federal Requirements Attachment shall supercede any conflicting requirements in the Federal Requirements Attachment.

Federal laws and regulations require that the contract provisions set forth herein be included in each contract. Company (including all subcontractors) shall:

~~A. Insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all lower tier subcontracts.~~

~~B. Incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.~~

~~C. Be responsible for compliance with these contract provisions by any subcontractor, lower tier subcontractor or service provider.~~

~~Failure to comply with the terms of these contract provisions may be sufficient grounds to:~~

~~A. Withhold progress payments or final payment;~~

~~B. Terminate the contract;~~

~~C. Seek suspension/debarment; or~~

~~D. Any other action determined to be appropriate by the Owner or FAA.~~

#### ~~1. GENERAL CIVIL RIGHTS PROVISIONS~~

~~The Company agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.~~

~~This provision binds the companies from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.~~

~~This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property, real property or interest therein, structures or improvements thereon.~~

~~In these cases the provision obligates the party or any transferee for the longer of the following periods:~~

~~(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or~~

~~(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.~~

#### ~~2. CIVIL RIGHTS - TITLE VI ASSURANCES~~

##### ~~A. Title VI Solicitation Notice~~

~~(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration)~~

~~Title VI Solicitation Notice:~~

~~The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 55-2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.~~

##### ~~B. Title VI Clauses for Compliance with Nondiscrimination Requirements~~

~~(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration)~~

##### ~~Compliance with Nondiscrimination Requirements~~

~~During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees as follows:~~

**Commented [GN8]:** Fleetcor will not be providing services that require Fleetcor employees to be at the airport. Subcontractors that perform these services must solely be liable for these requirements.

**Commented [MR9R8]:** Also, FleetCor has elected to "No Bid" the Charlotte Airport Consigned Fuel and Bulk Fuel Gallons, so this section should not apply to FleetCor.



## Section 7 Sample Contract

1. ~~Compliance with Regulations:~~ The Company (hereinafter includes consultants) will comply with the ~~Title VI List of Pertinent Nondiscrimination Statutes and Authorities~~, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. ~~Non discrimination:~~ The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. ~~Solicitations for Subcontracts, Including Procurements of Materials and Equipment:~~ In all solicitations, either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligations under this contract and the Acts and the Regulations relative to Non discrimination on the grounds of race, color, or national origin.
4. ~~Information and Reports:~~ The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. ~~Sanctions for Noncompliance:~~ In the event of a Company's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. ~~Withholding payments to the Company under the contract until the Company complies; and/or~~

b. ~~Cancelling, terminating, or suspending a contract, in whole or in part.~~

6. ~~Incorporation of Provisions:~~ The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

### ~~C. Title VI List of Pertinent Nondiscrimination Authorities~~

~~(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration)~~

~~During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non discrimination statutes and authorities, including but not limited to:~~

- ~~Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);~~
- ~~49 CFR part 21 (Non discrimination In Federally Assisted Programs of The Department of Transportation — Effectuation of Title VI of The Civil Rights Act of 1964);~~
- ~~The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);~~
- ~~Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;~~
- ~~The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);~~
- ~~Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47122), as~~

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- amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- ~~The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);~~
  - ~~Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12121-12189) as implemented by Department of Transportation regulations at 49 CFR parts 27 and 29;~~
  - ~~The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47122) (prohibits discrimination on the basis of race, color, national origin, and sex);~~
  - ~~Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;~~
  - ~~Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);~~
  - ~~Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);~~

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