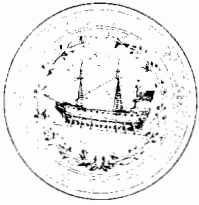


104
JB



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

July 2, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to amend the State's Contract with Comdata Network Inc., (VC 220971), Brentwood, TN, originally approved by Governor and Executive Council on August 24, 2011, item #11, to extend the provision of fuel card services by six months, from August 31, 2014 to February 28, 2015, with a corresponding increase in the contract price limitation by \$25,000, from \$175,000 to \$200,000, and to change the name of the contractor from Comdata Network Inc. to Comdata Inc. Effective upon Governor and Council approval for the period of September 1, 2014 through February 28, 2015.

Funding shall be provided through individual agency expenditures, for the direct fuel purchases, none of which shall be permitted unless there are sufficient appropriated funds in a specific PAU to cover the expenditure.

EXPLANATION

On August 24, 2011, Item #11, Governor and Executive Council approved a three-year contract with Comdata Network Inc., for fuel card services to the State which ends on August 31, 2014. On October 1, 2013 Comdata Network Inc. changed its name to Comdata Inc. as the result of a merger. The resultant merger affected the name only; all liabilities, responsibilities, and ability to execute the terms of the contract have not changed. Bid 1640-14 was published on June 27, 2014 and will open on July 24, 2014 to award a new contract. In the event that the contract is awarded to a new contractor, there will be insufficient time for implementation for the new contractor to establish Lawson interfaces and provide the agencies assistance in integration and setup into their system. The Department of Administrative Services is requesting a six month extension under the existing terms and conditions to allow for this necessary implementation time and to allow for a seamless transition with no coverage gap should a new vendor be awarded the contract. It would be beneficial to the State to extend the contract under the existing terms and conditions, subject to the requisite approval of Governor and Executive Council.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Comdata Inc.

Respectfully submitted,

Linda M. Hodgdon
Commissioner

**FIRST AMENDMENT
TO
Contract # 8001035 with Comdata Inc.**

It is hereby agreed that the Fuel Card Service Contract approved by Governor & Executive Council on August 24, 2011 (Item #11), and herein referred to as the "Agreement" between Comdata Inc. as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

Background

The State and the Contractor entered into an agreement for fuel card services on August 24, 2011; the Agreement is set to expire August 31, 2014.

Amendment

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.3 Contractor Name and substitute the following:

1.3 Comdata Inc.

2. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 February 28, 2015

3. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$200,000

4. All other provisions of the Agreement, approved by Governor and Council on August 24, 2011, shall remain in full force and effect.

Comdata Inc.

STATE OF NEW HAMPSHIRE

By: Lisa E. Peerman
Lisa E. Peerman
(Print Name)

By: Linda M. Hodgdon
Linda M. Hodgdon
(Print Name)

Title: Sr. VP General Counsel & Asst. Secretary
Date: July 7, 2014

Title: Commissioner
Department of Administrative Services
Date: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 7th day of July, 2014
There appeared before me, the state and county foresaid a person who satisfactorily identified ~~himself~~ ^{herself} as
Lisa E. Peerman

By: Michael K. Brown
Michael K. Brown
(Print Name)

Title: Sen. Assist. A6
Date: 7/23/14

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

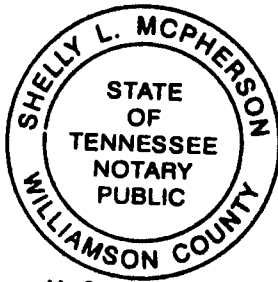
The foregoing contract was approved by the Governor and Council of New Hampshire on

Shelly L. McPherson
(Notary Public/Justice of the Peace)

Signed: _____

My commission expires:
12-6-16
(Date)

(Print Name)
Title: _____



My Comm. Expires
December 6, 2016

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street Rm 102
Concord, NH 03301

Certificate of Authority

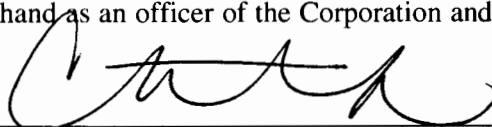
I, Christine J. Laird, Vice President and Assistant Secretary, of Comdata Inc., a Delaware corporation (the "Corporation"), do hereby certify that:

1. I am a duly elected officer of the Corporation;
2. By resolution authorized by the Board of Directors, which was effective December 4, 2013, Lisa E. Peerman, Senior Vice President, General Counsel and Assistant Secretary, is authorized to bind the Corporation by legal contract for the following:

That this Corporation enter into a contract extension with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of certain Fuel Card Services, and that Lisa E. Peerman, Senior Vice President, General Counsel and Assistant Secretary of the Corporation be, and hereby is, authorized and directed for and on behalf of this Corporation to enter into the said contract extension with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as she may deem necessary, desirable or appropriate to accomplish the same;

That the signature of Lisa E. Peerman, Senior Vice President, General Counsel and Assistant Secretary of this Corporation, affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

IN WITNESS WHEREOF, I have hereunto set my hand as an officer of the Corporation and have affixed its corporate seal this 7th day of July, 2014.

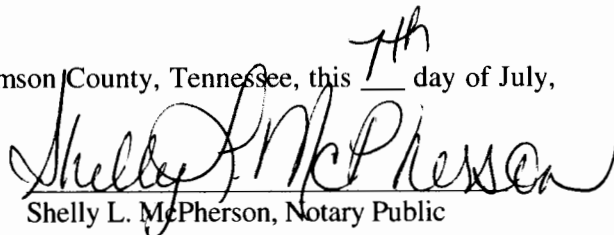


Christine J. Laird
Vice President & Assistant Secretary

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Christine J. Laird, the within named bargainer, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

2014 Witness hand and seal, at office in Williamson County, Tennessee, this 7th day of July,



Shelly L. McPherson, Notary Public

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Comdata Inc. doing business in New Hampshire as Comdata Solutions, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 19, 2013. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of July, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"COMDATA MERGER LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "COMDATA INC." UNDER THE NAME OF "COMDATA INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF OCTOBER, A.D. 2013, AT 3:30 O'CLOCK P.M.

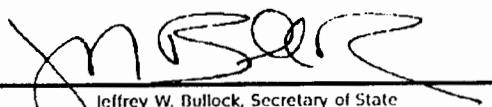
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

5338708 8100M

131148217



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0781296

DATE: 10-01-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:18 PM 10/01/2013
FILED 03:30 PM 10/01/2013
SRV 131148217 - 5338708 FILE

CERTIFICATE OF MERGER
FOR THE MERGER OF
COMDATA MERGER LLC
INTO
COMDATA INC.

October 1, 2013

Pursuant to Section 264 of the
Delaware General Corporation Law
and Section 18-209 of the
Delaware Limited Liability Company Act

Pursuant to Title 8, Sections 228 and 264 of the Delaware General Corporation Law (the "DGCL"), and Title 8, Section 18-209 of the Delaware Limited Liability Company Act (the "DE LLC Act") the undersigned corporation, Comdata Inc., a Delaware corporation (the "Company"), does hereby certify the following information relating to the merger (the "Merger") of Comdata Merger LLC, a Delaware limited liability company ("Comdata LLC"), with and into the Company.

FIRST: The name and state of incorporation or formation of each of the constituent entities to the Merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Comdata Merger LLC	Delaware
Comdata Inc.	Delaware

SECOND: The Agreement and Plan of Merger, dated as of October 1, 2013 (as amended from time to time, the "Merger Agreement"), by and between the Company and Comdata LLC, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Title 8, Sections 228 and 264 of the DGCL and Title 8, Section 18-209 of the DE LLC Act.

THIRD: The Company shall be the surviving corporation (the "Surviving Corporation") of the Merger and the name of the Surviving Corporation shall be Comdata Inc.

FOURTH: The certificate of incorporation of the Company, as amended, in effect immediately prior to the effective time of the Merger, shall continue as the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

FIFTH: The Merger shall be effective immediately upon the filing of this Certificate of Merger with the Secretary of State of Delaware.

SIXTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is 5301 Maryland Way, Brentwood, TN 37027.

SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder or member of either of the constituent entities.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned authorized officer of the Surviving Corporation has executed this Certificate of Merger as of the date set forth above.

COMDATA INC.

By: Lisa E. Berman
Name: Lisa E. Berman
Its: Authorized Signatory

[SIGNATURE PAGE TO CERTIFICATE OF MERGER OF COMDATA INC]

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CDN HOLDING CORP.", A MINNESOTA CORPORATION,

"CERIDIAN STORED VALUE SOLUTIONS, INC.", A DELAWARE CORPORATION,

"COMDATA NETWORK, INC.", A MARYLAND CORPORATION,

WITH AND INTO "COMDATA MERGER LLC" UNDER THE NAME OF "COMDATA MERGER LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF OCTOBER, A.D. 2013, AT 3:10 O'CLOCK P.M.

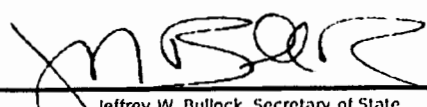
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

5368560 8100M

131148171

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0781208

DATE: 10-01-13

CERTIFICATE OF MERGER
FOR THE MERGER OF
COMDATA NETWORK, INC.
AND
CERIDIAN STORED VALUE SOLUTIONS, INC.
AND
CDN HOLDING CORP.
INTO
COMDATA MERGER LLC

October 1, 2013

Pursuant to Section 264 of the
Delaware General Corporation Law
and Section 18-209 of the
Delaware Limited Liability Company Act

Pursuant to Title 8, Sections 228 and 264 of the Delaware General Corporation Law (the "DGCL") and Title 8, Section 18-209 of the Delaware Limited Liability Company Act (the "DE LLC Act") the undersigned limited liability company, Comdata Merger LLC, a Delaware limited liability company (the "Company"), does hereby certify the following information relating to the merger (the "Merger") of Comdata Network, Inc., a Maryland corporation ("Comdata"), Ceridian Stored Value Solutions, Inc., a Delaware corporation ("SVS"), and CDN Holding Corp., a Minnesota corporation ("CDN"), with and into the Company.

FIRST: The name and state of incorporation or formation of each of the constituent entities to the Merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Comdata Network, Inc.	Maryland
Ceridian Stored Value Solutions, Inc.	Delaware
CDN Holding Corp.	Minnesota
Comdata Merger LLC	Delaware

SECOND: The Agreement and Plan of Merger, dated as of October 1, 2013 (as amended from time to time, the "Merger Agreement"), by and between the Company, Comdata, SVS and CDN has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Title 8, Sections 228 and 264 of the DGCL and Title 8, Section 18-209 of the DE LLC Act.

THIRD: The Company shall be the surviving entity (the "Surviving Entity") of the Merger and the name of the Surviving Entity shall be Comdata Merger LLC.

FOURTH: The certificate of formation of the Company, as amended, in effect immediately prior to the effective time of the Merger, shall continue as the certificate of formation of the Surviving Entity until thereafter amended as provided therein or by applicable law.

FIFTH: The Merger shall be effective immediately upon the filing of this Certificate of Merger with the Secretary of State of Delaware.

SIXTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity, the address of which is 3311 East Old Shakopee Rd., Minneapolis, MN 55425.

SEVENTH: A copy of Agreement of Merger or Consolidation will be furnished by the surviving or resulting domestic limited liability company or other business entity, on request and without cost, to any member of any of domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned authorized officer of the Surviving Entity has executed this Certificate of Merger as of the date set forth above.

COMDATA MERGER LLC

By: Ceridian Corporation, its sole member

By: 
Name: Laura K. Mollet
Its: Authorized Signatory



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/02/2014

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

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


PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 E-MAIL ADDRESS:	FAX (A/C. No.): (800) 363-0105
INSURED Ceridian Holding, LLC Comdata, Inc. 5301 Maryland way Brentwood TN 37027 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: St Paul Fire & Marine Insurance Co.		24767
	INSURER B: New Hampshire Ins Co		23841
	INSURER C: Commerce & Industry Ins Co		19410
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570054467210** **REVISION NUMBER:**

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

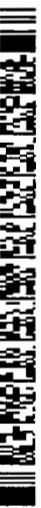
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL 6819386	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 6403994	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION			ZUP11S1547A13NF SIR applies per policy terms & conditions	10/01/2013	10/01/2014	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC026020389	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchase & Property 25 Capitol Street Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Holder Identifier :

Certificate No : 570054467210



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120
Concord, New Hampshire 03301

LESLIE M. RODGIXON
COMMISSIONER
(603) 271-3204

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

August 10, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to enter into a contract with Comdata Corporation, 5301 Maryland Way, Brentwood, TN (Vendor No. 220971), for an amount not to exceed \$58,333 annually, totaling \$175,000 for the three year contract, for the administration of a fuel card program in the capacity of an intermediary and administrator for the purchase and financial processing of State fuel card purchases. The term shall be for three years beginning with Governor and Council approval and ending on August 31, 2014.

Funding shall be provided through individual agency expenditures, for the direct fuel purchases, none of which shall be permitted unless there are sufficient appropriated funds in a specific PAU to cover the expenditure.

EXPLANATION

State agencies are utilizing various means to purchase fuel for state vehicles and leased vehicles when traveling out of state or when they are in a location where state fueling stations are not available. This contract was sought in order to achieve efficiencies related to centralizing financial monitoring of fuel purchases, and to take advantage of cost savings in the form of vendor discount rates.


On January 13, 2011, the Bureau issued a request for bid for a fuel card contract for out of state travel. On February 1, 2011, three compliant bids were received. Bids were evaluated on the basis of the bidders' applicable fees and discount rates. The bid submitted by Comdata offered no fees and the highest discount rate. In addition this contract contained no penalty or interest payments. Attached are copies of the evaluation of the compliant bids and the list of the bidders that were contacted regarding this RFB. An advertisement was placed in a statewide newspaper and the bid was also posted on the Purchase & Property web site.

This will be the first contract the State has established for fuel cards. As a result, the fuel card program will initially be piloted through the Department of Safety. Upon the successful completion of the pilot, the program will be implemented statewide. It is envisioned that the fuel card program will provide significant benefits for all state agencies and will improve the efficiency and effectiveness of processing and monitoring travel fuel expenses for the New Hampshire state government.

Comdata's income, and incentive for performing the above referenced services, is derived from two sources. First, Comdata receives rebates from the fuel suppliers with whom they offer discounts. Second, Comdata earns proceeds from the investment of funds they receive from their customers and invest prior to the processing of payments; Comdata is one of the largest fuel card distribution suppliers in the United States and as such said proceeds can be significant.

Based on the foregoing, I am respectfully recommending approval of the contract with Comdata Corporation.

Respectfully submitted,



Kindd M. Hodgdon
Commissioner

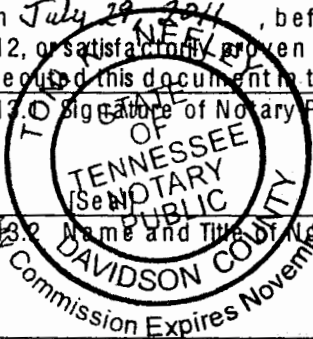
Subject: **AGREEMENT FOR COMDATDA FUEL CARDS**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name <i>Comdata Network Inc.</i>		1.4 Contractor Address <i>Brentwood</i> <i>5301 Maryland Way Tennessee 37027</i>	
1.5 Contractor Phone Number: <i>605-370-7663</i>	1.6 Account Number N/A	1.7 Completion Date 8/31/14	1.8 Price Limitation \$175,000
1.9 Contracting Officer for State Agency Melanie Carraher		1.10 State Agency Telephone Number (603)-271-3146	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory <i>Randy K Morgan, EUP.</i>	
1.13 Acknowledgement: State of <i>Tennessee</i> , County of <i>Williamson</i> On <i>July 29, 2011</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Signature]</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Toni K. Neeley, Notary Public - TN</i>			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>M. K. Brun</i> On: <i>8/16/11</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Contractors Initials *RK*
Date *7/29/11*

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached AGREEMENT FOR FUEL CARD SERVICES, which is incorporated herein by reference and attached as Exhibit A ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining

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compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.3 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to

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bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement and its corresponding attachments, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Exhibit A

AGREEMENT FOR FUEL CARD SERVICES

1. PARTIES:

This Contract is entered into by and between the State of New Hampshire, Department of Administrative Services, (hereinafter referred to as "the State"), whose address is 25 Capitol Street, Concord, NH 03301, and Comdata Network Inc., (hereinafter referred to as the "Contractor"), whose address and phone number are:

COMDATA NETWORK INC.
5301 MARYLAND WAY
BRENTWOOD, TN 37027
(615) 376-6902

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION

This contract shall take effect on August 1, 2011, or upon Governor and Council Approval of said contract, whichever is later (the "effective date"). This contract shall terminate three (3) years from the effective date unless terminated earlier in accordance with the terms of this contract, see Section 6 below.

3. SERVICES

In addition to the requirements set forth within those documents referenced in Section 16 below, and hereby incorporated by reference, the Contractor agrees to provide to the State the following services, at no cost, in support of its Fuel Card Program (the "Program"):

3.1 Account Management. The Contractor shall provide administrative account management in support of the Program by appointing an account(s) manager who shall assume overall responsibility for the coordination of all contract issues.

3.2 Customer Support. The Contractor shall provide customer support service to all Program accounts and users to resolve problems, answer questions, deal with lost or stolen cards, and support in general all aspects of the Program. At a minimum, the customer support service must be provided by skilled technicians who are proficient in the English language and include a toll free telephone line for assistance on a 24-hour-a-day, 7-day-a-week basis. In addition, Contractor shall provide direct telephone access to account representatives for inquiries involving accounts, billings, and all technical support questions that arise during the course of a regular business day between the hours of 8 a.m. to 5 p.m., Monday through Friday.

3.3 Training. The Contractor shall provide training and associated materials for State staff that details the use of Program and/or account controls and assists the relevant staff and/or agencies in developing Program restrictions and controls. This training must be provided upon request by the State, and, at a minimum, at contract implementation and then annually during the entire term of the contract. In addition,

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Contractor shall notify the State and provide training any time there is a major software upgrade. All live training shall be conducted in locations designated by the State.

At a minimum training shall include:

- How to build an account (or accounts) to meet the State of New Hampshire's needs;
- Basic card functionality: a) driver card vs. vehicle card, b) prompting, c) profiles, d) exception limits and tracking;
- How to use the card at the point of sale device (provide instructions and pictures);
- Card maintenance: a) add a card, b) edit a card, c) replace a card;
- Report builder: a) reporting options and functionality, b) reporting issues with merchants;
- Real-time transaction history: a) real-time authorizations and declines, b) decline reasons in real-time to assist with cardholders issues; and
- Understanding invoicing and billing.

The Contractor shall provide training in various methodologies and delivery channels including but not limited to:

- Instructor Led Training (ILT) – via onsite and/or web-based conference with live facilitators;
- Printed (hard-copy) training materials; and
- Online Training Webinars

3.4 Management Reports. The Contractor shall provide the State with the capability to, through utilization of the Contractor's website, generate reports throughout the duration of the contract. These reports shall be available in an electronic format compatible with Microsoft Office products and accessible to state agencies from the Contractor's software system. The Contractor shall make representatives available over the phone or in person to work with the State in tailoring reports to meet its needs. At a minimum reports shall be capable of conveying the following data:

- Transaction dates
- Customer ID (By vehicle or user)
- Card #
- Average Miles Per Gallon ("MPG")
- Locations of fuel purchased

3.5 Online Account Management. The Contractor shall provide the State with the ability to perform the following account management functions through the Contractor's website:

- Ability to add, activate or delete Personal Identification Numbers ("PINs") in real-time
- Ability to easily delegate assignment of PINs to agency level
- Ability to easily add or delete/cancel/deny cards
- Ability to control the limits as well as set restrictions on purchases
- Ability to access transaction data as it posts in real time

3.6 Card Services. The Contractor shall provide the following services at a minimum:

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- a. Toll-Free Telephone.** The Contractor shall provide a toll-free telephone number for cardholder/account support with 24-hour availability;
- b. Website.** The Contractor shall provide a website for problem technical issues and problem solving;
- c. Off-site Storage of Data:** The Contractor shall provide, at its location, complete and secure data storage for all State card and transaction information. The Contractor shall provide electronic archival data for each account as requested. The Contractor shall maintain a comprehensive backup and disaster recovery plan for State card data;
- d. IT Support.** The Contractor shall provide information technology (IT) support by trained and experienced IT personnel;
- e. On Demand Data Access.** The Contractor shall provide, as requested, complete and separate card and transaction information. In addition, the Contractor shall provide complete documentation of table structure, relationships, etc., of database so that the data can be uploaded to a local database to allow for ad hoc queries in order to satisfy internal and external audit requirements;
- f. Fraud/Loss Provisions and Fraud Security Notification System.** The Contractor shall monitor and identify suspect cardholder transactions, including reports of declined transactions by account and shall provide a fraud security notification system that mitigates unauthorized or irregular card use;
- g. Third Party Services.** The Contractor shall provide documentation detailing all third party dependencies, including processes that are used by its system.

3.7 Technical Support. The Contractor shall provide all necessary technical support to implement the Program within a mutually agreed to timeframe. The Contractor shall provide all necessary technical support over the course of the contract to resolve problems or make any Program adjustments that become necessary due to any information technology changes or advances, etc. Technical support personnel must be adequately trained in their area of support and be proficient in the English language.

3.8 Software/Technology. The Contractor's proposed software must be browser-based, robust, functional, easily navigable, and secure. It shall allow for functional and easy management of cardholder accounts and comprehensive reporting. The Contractor's system shall be able to interface and electronically feed all charges/information into the State of New Hampshire's Enterprise resource planning system, Lawson ("NHFRIST ERP"). In addition, the Contractor's software must be capable of adapting to any changes to the State's systems so that the fuel card interface can continue to generate transactions and provide data feeds in any new system adopted by the State. The Contractor's software and technology, at a minimum, must provide the following features:

- a. Browser-based Access** to Contractor's purchasing card software must be through a standard browser (IE5 or greater) with a minimum of downloaded additions;
- b. Security Features** to ensure secure data transfer as well as secure storage of cardholder, card number, and transaction information on file servers. Software shall provide means for users to establish and change their own passwords;
- c. Security of Transaction Data, Card Numbers and Process Flow;**
- d. Support for Real Time Access and Changes,** including account and hierarchy changes;
- e. Archiving Features;**
- f. Management Capabilities for Flat File Transfer** to the various state systems;
- g. Process to Feed/Provide Access** to the card data;

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h. Global Program Defaults, Defaults by Agency, and the process of overriding these defaults for individual cards;

i. Standard Reporting Capabilities;

j. Month-End Reporting Capabilities. The Contractor shall provide the State with the capability to, through utilization of the Contractor's website, generate reports to include at minimum the following data:

- Quantity of fuel purchased
- Cost of fuel purchased
- Taxes paid, if applicable; taxes shall be broken down in detail by tax
- Person or vehicle (defined by identification number) receiving fuel
- Date and time of purchase
- Total of the fuel bill
- Location(s) of fuel purchased

k. Custom Reporting Capabilities;

l. Standard Output Format for Reports, e.g., pdf, Excel, Access, WORD, or other text formats; and

m. Documentation to the Contractor's technology and services provided, including, but not limited to, the database structures, data dictionary, and online availability.

3.9 Fuel Card Product. Contractor shall produce, customize, emboss and distribute via regular mail (or overnight upon request) the Fuel Cards for the Program per the State's requirements. Plastic card protectors must also be provided with the request of a card. Undercover cards may also be requested for law enforcement. Fuel cards shall be furnished at no cost to the State. Within thirty (30) days of contract execution the State's Liaison shall provide an initial list of the cards needed to support the program. Over the course of the contract the State Liaison shall have authority to order additional/replacement cards on an as needed cost-free basis.

At minimum Cards shall meet the following requirements:

a. Security and Controls. The Contractor shall have in place security precautions, such as electronic pins and other controls that shall ensure the security of the purchasing card transactions. Contractor shall provide adequate security within the software package to mitigate fraud and misuse.

b. Spending and Transaction Limits. The credit card shall provide spending limits by individual purchase, daily and cycle limits, and transaction count and have the provision to block by merchant category codes as determined by the State's program administrator or their designee(s). Both the Contractor and the State shall monitor the limits.

c. No Annual Fee/No Transaction Fee. The Contractor shall not charge an annual fee for cards issued under the contract; there shall be no transaction costs charged to the State.

d. No Cash Advances. The Contractor shall not allow cash advances from Automatic Teller Machines ("ATMs") or from any financial institution.

e. No List Sale or Distribution. The Contractor shall not sell or distribute a list of participating agencies/institution addresses, cardholder names and addresses, or any other information to any person, firm, or other entity for any purpose; excluding, but not limited to, the associations, third-party service providers, merchants, and merchant processors, during the course of normal business operations.

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- f. An Electronic and/or Paper Application Process.** The Contractor shall supply an electronic and/or paper application process that minimizes cardholder exposure to identity theft. Application forms shall be mutually reviewed and approved for use.
- g. Guaranteed Time for Issuance of Card by New Cardholder.** The Contractor must issue a card within seventy two (72) hours to a new cardholder after a valid and properly completed application is received by the Contractor. Requests/issuances of new cards are to be handled through the State's Liaison.
- h. Process and Time Required for Issuance of Renewal/Replacement Cards.** The Contractor shall promptly issue renewal cards, at no cost, prior to a card's expiration date. Replacement cards for lost or stolen cards shall be issued at no cost and shall be issued within seventy-two (72) hours of notification of the lost/stolen card. Requests/issuances of replacement cards are to be handled through the State's Liaison.

4. ACCESS AND RETENTION OF RECORDS

4.1 Access to Records. The Contractor shall provide the State, or any authorized agents, access to any records necessary to determine contract compliance.

4.2 Retention Period. The Contractor shall create and retain records supporting the Program for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State or a third party.

5. SUBCONTRACTING

In addition to the provisions of Section 12 of the P-37 related to assignment and subcontracting of contractual rights and obligations, the Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

6. CONTRACT TERMINATION

6.1 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination at the election of the State.

6.2 Material Breach. The non-breaching party may terminate this contract in whole or in part after thirty (30) days' written notice, as described in the Form P-37 General Terms and Conditions Section 8, in the event of the breaching party's failure to perform a material obligation of this contract.

6.3 Written Notice by State. The State may terminate this contract in whole or in part at any time by giving the Contractor thirty (30) days' written notice.

7. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that shall provide the single point of contact for management and coordination

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of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Melanie Carraher shall be the liaison for the State:

Melanie Carraher, Purchasing Agent
Bureau of Purchase & Property, Department of Administrative Services
(P) 271-3146
(F) 271-7564
E-mail Address: <mailto:melanie.carraher@nh.gov>

Brian Truman shall be the liaison for the Contractor (Comdata).

Address: 5301 Maryland Way
Brentwood, Tennessee 37027
Telephone Number: (615) 370-7663
Fax Number: (615) 376-6960
E-Mail Address: btruman@comdata.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints shall first be directed to the liaison.

8. MEETINGS AND REPORTS

8.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings shall occur as problems arise and shall be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems shall result in termination of the contract.

8.2 Progress Meetings. During the term of the contract, the State shall plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings shall include any personnel involved in the performance of the contract, as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report.

9. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, subject to section 15, for a period up to ninety (90) days after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("transition services"). The State shall notify Contractor of any request for transition services, including any request to permit cards or accounts to be used for a limited transition period and the State shall be liable for the funds charged to said cards or accounts, provided said total does not exceed

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the Price Limitation set forth in Section 1.8 of the Form P-37 above, incurred during such transition period in accordance with the terms of this contract. Such transition services shall be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition services. The State shall pay the Contractor for any resources utilized in performing such transition services at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon.

10. CONTRACTOR PERFORMANCE ASSESSMENTS

The State shall do assessments of the Contractor's performance. The Contractor shall have the opportunity to respond to any poor performance assessments. One or more poor performance assessments shall be considered an event of default subject to the provisions of the Form P-37 General Terms and Conditions, Section 8.

11. TRANSACTION DISPUTE PROCESS

The State shall contact the Contractor in the event of any erroneous charges and other disputed items immediately upon discovery of the potential error(s). Disputed items shall be documented in writing to the Contractor; the State shall submit disputed charges by completing/submitting the Contractor's Dispute Processing form which can be accessed on the Contractor's website at connectdata.com. Upon notification of a dispute, the Contractor shall investigate the dispute and process such dispute through MasterCard in accordance with the MasterCard rules, as this may be changed from time to time. Pending the outcome of the investigation, in accordance with the MasterCard rules, the State is not liable for the disputed charge pursuant to the MasterCard rules. If the item is found to be a valid charge, however, the State shall be notified in writing and payment shall be due on the next statement. If the item is found to be an invalid charge pursuant to the MasterCard rules and the State has already processed payment, the Contractor shall credit the agency's account. All charges have to be disputed within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect transaction first appeared.

12. LOST/STOLEN CARD PROCESS

12.1 Notification. If a Card is lost, stolen or remains in the possession of a person who has ceased to be an authorized cardholder, the State, through its liaison or its individual cardholders, must immediately notify Contractor's 24 hour a day 7 day a week customer service by phone at 866-662-3333 and within 48 hours must confirm such initial notification in writing by fax to 615-370-1742, or via the Contractor's website at connectdata.com.

12.2 Confirmation of Notification. Contractor shall issue a written notice to the State by either by fax or e-mail to confirm the date and time of the State's initial notification regarding the card loss, theft or potential misuse by an unauthorized user.

12.3 Return of Cards if Found. All cards reported under 12.1 must be returned to Contractor if they are subsequently found by, or returned to, the State.

12.4 Limitation of Liability for Charges. When Contractor has issued a written confirmation to the State in accordance with 12.2, the State shall have no further liability for the card transactions made with that card after the date and time of the initial notification set forth in the Contractor's confirmation.

12.5 Requests for information/Replacement of Cards. The State shall give Contractor all the information in its possession as to the circumstances surrounding the

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loss, theft or misuse of the reported card and take all reasonable steps to assist Contractor to recover any missing or stolen card. Contractor shall issue replacement cards in accordance with Section 3.9(h) above.

13. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted by this Contract.

The following table sets forth the responsible parties for each level of the dispute resolution and the corresponding time allotment for resolution at each level.

Level	The Contractor	The State	Cumulative Time Allotted
Primary	Brian Truman	Melanie Carraher	5 business days
First	Ricky Johnson	Robert Stowell	10 Business days
Second		Michael Connor	15 Business days

The allotted time for the first level negotiations shall begin on the date the invoking party's notice is received by the other party.

The foregoing dispute process shall not apply to disputes involving Card transactions or merchant disputes. All Card transaction disputes and merchant disputes shall be governed by and subject to Section 11.

14. CREDIT LIMIT, DEFAULT BY STATE

Contractor will establish a credit limit for the Account which is subject to periodic review and adjustment by Contractor in its sole discretion. State shall repay Contractor for all credit extended by Contractor and shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Account, to exceed its credit limit at any time. In the event of State's failure to comply with the credit limit and payment terms provisions hereof, Contractor shall have the right to immediately suspend the Account until such breach is cured.

15. NATURE OF ACCOUNT AND CARD USE

Contractor will provide State with one or more accounts through the use of which State may access the financial information and other services provided for in this Agreement (collectively, the "Account"). In connection with the Account, Contractor, in accordance with State's request, shall provide special Comdata® MasterCard Fleet Cards® (collectively, "Cards"), which are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("Issuing Bank"). State represents that it is a governmental enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes. If State uses, or allows someone else to use, the Card(s) or Account for any other purpose, State shall be responsible for such use and may be required to

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reimburse Contractor, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses either Contractor, the Issuing Bank or MasterCard pays as a result of such use. All Cards issued to State shall remain the property of the Issuing Bank and must be returned or destroyed (with certification of destruction) upon request. Contractor or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time.

16. SCOPE, AMENDMENT AND INTERPRETATION

16.1 Contract. This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. Exhibit A Agreement for Fuel Card Services
- c. Exhibit B Pricing and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D State of NH Bid number 2011-127

16.2 Entire Agreement. The documents referenced in 16.1 above contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties, subject to New Hampshire Governor and Council Approval.

Contractors Initials *AK*
Date *7/29/11*

Exhibit B Pricing and Payment

Payment shall be remitted to the address set forth in Section 1.4 of the Form P-37 unless otherwise directed by the Invoice.

1. Payment Schedule. The State shall pay 30 days from receipt of properly documented invoices.

2. Billing and Payment. Each transaction shall be electronically posted to the respective agencies' account. Agencies with accounts, shall receive an individual statement at the conclusion of each billing cycle for all account transactions. At a minimum the monthly statement(s) shall include the following data:

- Quantity of fuel purchased
- Cost of fuel purchased
- Taxes paid, if applicable; taxes shall be broken down in detail by tax.
- Person or vehicle (defined by identification number) receiving fuel
- Date and time of purchase
- Total of the fuel bill
- Location(s) of fuel purchased

Any statement that cannot be substantiated by documentation shall not be paid until sufficient documentation has been provided to support the charges being billed.

3. Taxes. The Contractor shall deduct the following from any invoice, in accordance with the guidelines of the law:

- State taxes for all in-state purchases
- Federal taxes for all purchases
- Out of state taxes, if applicable

4. Billing Disputes. Billing disputes concerning particular transactions must be communicated to the Contractor in accordance with Section 11.

5. Trailing Transactions. Upon cancellation of an account, the State and/or cardholder need to cancel the billing of all reoccurring transactions to the account.

6. Liability. State is solely liable to Contractor for all authorized and properly billed transactions. The State shall not be liable, however, for charges (for a card or account) that occur after the State notifies Contractor of the loss, theft or possible unauthorized use of a card in accordance with Section 12.

The following fee structure, discounted rates and early payment incentives are offered by the Contractor for the Fuel Card Program:

Contractors Initials PPM
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Fixed Fee Percent per Invoice
0 %

Interest Rate (%)
0 % After 30 Days

In-Network Gas Station			
Discount Rate (%)			
Discount	Company Name	Geographic Location (i.e. throughout the U.S., only northeastern States...)	Number of Locations
3 cents %	Irving Oil	In State of New Hampshire	75
2 cents %	Getty Oil	In State of New Hampshire	35
5 Dis 3 Gas %	Alliance Energy	In State of New Hampshire	20
5 cents %	Drake Petroleum	In State of New Hampshire	8
8 cents %	Muncea	In State of new Hampshire	5
%			
%			
%			
%			
%			

If additional spaces are needed, you can provide an attachment in the same format

Other Available Discounts - Out of Network			
Discount Rate (%)			
Discount	Company Name	Available Locations (i.e. throughout the U.S., only northeastern States...)	Number of Locations
1 to 8 cents %	See following page	For discounts in surrounding States and the rest of the United States.	40,000
%			
%			
%			
%			
%			
%			
%			
%			

Early Payment Incentive Discount Rate (%)

<u>0.1000</u> %	15 days
<u>0</u> %	20 Days
<u>0</u> %	25 Days

Contractors Initials JL
 Date 7/29/11

Discount Locations

<u>Maine</u>	<u>Number of locations</u>	<u>Diesel</u>	<u>Gas</u>
Irving Oil	108	5 cents	3 cents
Alliance Energy	23	5 cents	3 cents
Getty	19	2 cents	2 cents
Drake Petroleum	9	5 cents	5 cents
 <u>Massachusetts</u>			
Getty	70	2 cents	2 cents
Drake Petroleum	32	5 cents	5 cents
Alliance Energy	30	5 cents	3 cents
Irving Oil	19	3 cents	3 cents
Volta Oil	10	3 cents	3 cents
 <u>Connecticut</u>			
Getty	92	2 cents	2 cents
Alliance Energy	75	5 cents	3 cents
Drake Petroleum	45	5 cents	5 cents
Irving Oil	8	3 cents	3 cents
 <u>Rhode Island</u>			
Getty	34	2 cents	2 cents
Drake Petroleum	15	5 cents	5 cents
Alliance Energy	5	5 cents	3 cents
Irving Oil	3	3 cents	3 cents
 <u>New York</u>			
Getty	434	2 cents	2 cents
Wilson Farms	70	2 cents	2 cents
Drake Petroleum	53	5 cents	5 cents
Mirabito(Quickway)	53	2 cents	2 cents
Nice N Easy	28	2 cents	2 cents
Marshall Brothers	16	2 cents	2 cents
Manleys	15	5 cents	3 cents
 <u>Vermont</u>			
S.B. Collins	32	4 cents	4 cents
Irving Oil	10	3 cents	3 cents
Getty	4	2 cents	2 cents
 <u>Remaining United States</u>			
Numerous Brands	40,000	1 to 8 cents	1 to 8 cents

Contractors Initials MM
Date 7/29/11

New Hampshire Early Pay Incentives

<u>Payment terms</u>	<u>Basis Points</u>	<u>Percentage</u>
7/7	110	1.1000
7/15	40	0.4000
7/20	20	0.2000
15/7	100	1.0000
15/15	30	0.3000
15/20	10	0.1000
30/7	30	0.3000
30/15	10	0.1000

Contractors Initials 18/01/26
Date 7/29/11

Exhibit C Special Provisions

There are no special provisions.

Contractors Initials J/S 26
Date 7/27/11

Exhibit D State of New Hampshire Bid 2011-127

**REQUEST FOR BID FOR A CONTRACT FOR:
FLEET FUEL CREDIT CARD SERVICES
FOR THE STATE OF NEW HAMPSHIRE**

I. PURPOSE

The purpose of this bid invitation is to establish a contract for supplying and servicing the State of New Hampshire agencies with fleet fuel credit cards as described herein, and shall be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Cards ordered under any resulting contract must be delivered FOB destination.

II. BIDDING TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDER

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section and all other required information on your offer. Also complete the "Bidder Contact Information" section. Finally, complete the company information on the Transmittal Letter page of this bid invitation, then sign the bid in the space provided on that page.

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to PRCHWEB@NH.GOV** or if needed, may **fax to (603) 271-7564**. All bids must be clearly marked with bid number, date due and purchasing agent's name. If you are experiencing difficulties faxing, **please call (603) 271-2201** and ask for an alternate fax number. **IF YOU WISH TO VERIFY YOUR BID RESPONSE HAS BEEN RECEIVED, CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT TO CHECK ON THE STATUS OF YOUR BID RESPONSE.**

PUBLIC DISCLOSURE OF BID SUBMISSIONS

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, bidders acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and

Contractors Initials AKS
Date 7/23/11

notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

CONTRACT TERMS AND CONDITIONS

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor and will legally obligate your company to these terms and conditions.

The term of the contract shall be effective upon the approval date of Governor and Executive Council through 12/31/13, a period of approximately 3 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure, with a maximum of 5 years, upon approval of Governor and Executive Council.

The form contract(s) P-37 included herein shall be part of this bid and the basis for the contract. The successful vendor and the State, following notification, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer. In addition to the fully and properly executed P-37, the successful vendor shall promptly provide the required documentation needed for Governor and Council approval. Such documents shall include, but may not be limited to, a Certificate of Authority/Vote, an original Certificate of Good Standing, and a Certificate of Insurance.

- The Certificate of Good Standing must be dated April 1, 2010, or later, and have a gold seal. The Certificate of Good Standing is available from the Secretary of State's Office by calling (603) 271-3244 or (603) 271-3246 or by visiting www.sos.nh.gov/corporate/index.html.
- The Certificate of Insurance shall contain coverage limits in accordance with sections 14 and 15 of Form P-37.

Unless the successful vendor returns the above mentioned documents to the State within ten business days following selection for an award, the State reserves the right to award the contract to the next confirming bidder.

VENDOR CERTIFICATIONS

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, bidders must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): admin.state.nh.us/purchasing/vendor.asp
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a purchase order or contract, will **only** be awarded to a vendor who is currently registered to do business with the State of New Hampshire and in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: www.sos.nh.gov/corporate
- Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

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transaction by any Federal Department or Agency.

REQUEST FOR CHANGES AND/OR CLARIFICATION

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the bidder must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on the (5th) fifth business day prior to the date of the bid opening.

Questions must be submitted by E-mail to Melanie Carraher at the following address:
Melanie.Carraher@NH.GOV

ADDENDUM

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is www.admin.state.nh.us/purchasing/bids.

BID PRICES

Bid prices must be in US dollars and must include delivery, implementation and all other costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the bidder's best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

BID RESULTS

Bid results may be viewed when available, once the award has been made, on our web site only at: admin.state.nh.us/purchasing/index2.asp.

For Vendors wishing to attend the bid Opening: **Only the names of the Vendors submitting responses will be made public.**

ABILITY TO PROVIDE

Successful bidder must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

ORDERING CARDS PROCEDURE

State agencies will place their orders by electronic order entry, by telephone, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

AUDITS AND ACCOUNTING

The successful bidder shall allow representatives of the State of New Hampshire to have complete access to all pertinent records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency.

ESTIMATED CONTRACT VALUE

The annual value of the contract is estimated to be \$150,000. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

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DELIVERY TIME

The successful bidder will be required to accomplish delivery of any item ordered under the contract within three (3) business days from the placement of the order.

RETURNED CARDS

The successful bidder must resolve all orders within five business days from notification. Products returned due to quality issues, duplicate shipments, etc. must be picked up by the successful bidder within five business days of notification with no freight charges, and must be replaced with specified products at no charge. Invoice discrepancies shall be resolved, through a dispute resolution process, within thirty calendar days from notification. In the event of a discrepancy, the agency will deduct the discrepancy from the invoice and shall be responsible for paying the remaining balance of the invoice per the payment terms.

INVOICING

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, and contract price. Payment will be made by the State agencies, subsequent to the approval of the submitted invoice.

CONTRACT AWARD

The award of the contract shall be based upon the total lowest fixed fee percent over three (3) years. If the contract is awarded, it will be awarded in total.

SPECIFICATION COMPLIANCE

Bidder's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

SITE LOCATIONS

If you are awarded a contract, you are expected to service all of the State of New Hampshire agencies. The State of New Hampshire reserves the right to add locations at the contract prices or to delete locations, as needed.

III. SPECIFICATIONS FOR A FLEET FUEL CREDIT CARD SERVICES CONTRACT**INTRODUCTION**

State of New Hampshire is soliciting bids from qualified Bidders to provide fleet fuel credit card services for approximately 200 cardholders.

The fleet fuel credit card services shall primarily involve the State of New Hampshire Department vehicles and therefore commands the services to be available 24 hours a day, 7 days per week, 365 days a year. This service shall also include an informational report online to coincide with the State's current Information Technology System to capture pertinent data.

The term "vehicle(s)" shall include but not be limited to automobiles, trucks, watercraft, motorcycles and ATV's.

INTERFACE

The Awardee's system shall be capable and shall be able to interface all charges into the State of New Hampshire's NHFIRST ERP system, Lawson.

FLEET CARD REQUIREMENTS

A universally accepted fuel card (shall be accepted at all major U.S. retailing fueling locations):

- Magnetic, embossed cards.
- Capture all fuel transactions electronically.
- Pay at the pump capability, requiring odometer input.
- Individual driver PINs, usable at the pump.
- No cost for initial or replacement cards.

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Date 7/24/11

- Immediate access to transaction data as it posts.
- Provide undercover cards for law enforcement.
- No transaction cost to customer.

Online capabilities: All online capabilities, access and use of the Awardee's website shall be provided to the State of New Hampshire **free of charge**.

- Reporting
 1. Create ad-hoc custom reports in a downloadable format.
- Account Maintenance
 1. Ability to easily add, activate or delete PINs in real-time, through an authorized user
 2. Ability to easily delegate assignment of PINs to agency level, through an authorized user
 3. Ability to easily add or delete/cancel/deny cards online at no cost, through an authorized user
 4. Ability to easily provide individual employee fuel credit cards with a programmable limit; in addition the authorized user of each agency shall have the ability to control the limits as well as set restrictions on purchases.
- The Awardee shall be required at the point of service to record and provide a receipt copy with the following information on each fuel purchase transaction for processing by State Personnel:
 1. Quantity of fuel purchased
 2. Cost of fuel purchased
 3. Card/account number
 4. Date and time of purchase
 5. Location
- The Awardee shall be required to furnish to the State of New Hampshire a complete itemized electronic invoice for all fuel purchased per vehicle and include the following minimum requirements on a monthly basis:
 1. Quantity of fuel purchased
 2. Cost of fuel purchased
 3. Taxes paid, if applicable; taxes shall be broken down in detail by tax.
 4. Person receiving fuel
 5. Date and time of purchase
 6. Total of the fuel bill
 7. Location

Any invoice that cannot be substantiated by documentation will not be paid until sufficient documentation has been provided to support the charges being billed.
- Fuel Price Searches
 1. To obtain the lowest price by searching a current price list of all fuel locations on the expected route.
- Fuel Location Mapping

Print a map of all available fuel locations along the driver's route, with current prices and product availability.
- All information available 24/7

TAXES

The Awardee shall deduct the following from any invoice, in accordance with the guidelines of the law:

- State taxes for all In-State purchases
- Federal taxes for all purchases
- Out of State taxes, if applicable

Please note this is subject to change as legislation dictates.

Contractors Initials APB
Date 7/29/11

TRAINING

The Awardee shall be required to provide training for key Department Personnel at the start-up of the credit card program and upon request at no cost and shall include the following minimum requirements:

- The information needed for the State of New Hampshire Departments' Personnel to process a fueling transaction
- Instructions on processing of the fuel receipts a pamphlet of the above instructions.

The Awardee shall create a custom training program to address the State's specific needs. All training shall be held in Concord, NH. The Awardee shall be dedicated to working with the State to ensure that Administrators and drivers completely understand all of that the Awardee's program has to offer.

CARD PRODUCTION

Card product, customization, and distribution will be **free of charge** as summarized below, but may not be limited to:

- Card Customization
- Card distribution via regular mail
- Plastic Card Protectors
- Customization of Embossing
- Card Guides

BIDDER'S SUBMITTALS

In addition to the submission of the above bid forms, bidder shall also submit the following:

CUSTOMER SERVICE

The fuel credit card system is absolutely necessary for the daily operations of the State of New Hampshire Departments, therefore access must be provided at all times. The Awardee shall provide a toll free customer service telephone number in the event that a problem arises. Such problems include, but may not be limited to: the computer system is down at the time of transaction, there is an invalid user or vehicle number, the key pad is not working, the card swipe is not working, etc. The Bidders shall include in their bid the procedures on providing service during those times and how those transactions shall be included on the Invoice and Daily and Monthly Transaction Logs.

REFERENCES

Bidders shall submit a reference list of at least five clients in the public sector, either State or Municipality, to whom the Bidder has provided services similar to those being proposed to the State, and to whom currently uses the similar ERP system as the State, Lawson. This list shall include the following information:

- Name of Client
- Type of Entity
- Software in which data is interfaced into
- Date of Services
- Address
- Contact Person
- Telephone Number

FUELING LOCATIONS

Bidders shall be required to provide a list of all fueling locations within the State of New Hampshire to include the physical address, phone number, and hours of operation for each location. Bidders shall also submit with their bid a map or site directory identifying location points of all fueling locations within the State of New Hampshire.

In addition, the Awardee shall provide a list of U.S. retailing fueling locations that do not accept their fleet card.

Contractors Initials JK
Date 7/29/11

IV. OFFER

Bidder hereby offers to furnish and service fleet fuel credit cards to State of New Hampshire agencies, in accordance with all of the requirements of this bid invitation at the following fixed percent for the entire contract term and any extension.

Fixed Fee Percentage _____ % <i>Basis for contract award</i>

Early Payment Incentive: If applicable, please indicate below a discount rate/s for all payments made early by the State of New Hampshire.

Discount Rate	Net Terms
_____ % off	_____ Days
_____ % off	_____ Days

BIDDER CONTACT INFORMATION

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

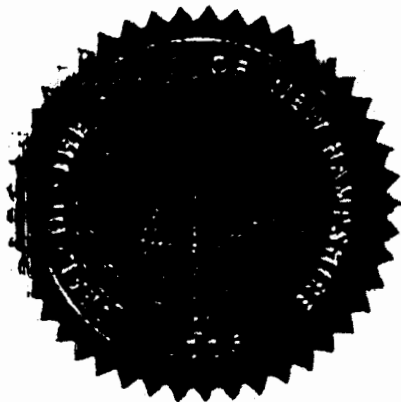
Contact Person	Local Telephone Number	Toll Free Telephone Number
Fax Number	E-mail Address	Company Website

Contractors Initials
Date 7/29/11

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMDATA NETWORK, INC., a(n) Maryland corporation, is authorized to transact business in New Hampshire and qualified on December 31, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of July, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street Rm 102
Concord, NH 03301

Certificate of Authority


I, Lisa E. Peerman, Senior Vice President, General Counsel and Secretary, of Comdata Network, Inc., a Maryland corporation (the "Corporation"), do hereby certify that:

1. I am a duly elected officer of the Corporation;
2. By resolution authorized by the Board of Directors, which was effective prior to July 29, 2011, Randy Morgan, Executive Vice President of Sales and Marketing, is authorized to bind the Corporation by legal contract for the following:

That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of certain Fuel Card Services, and that Randy Morgan, Executive Vice President of Sales and Marketing of the Corporation be, and hereby is, authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as he may deem necessary, desirable or appropriate to accomplish the same;

That the signature of Randy Morgan, Executive Vice President of Sales and Marketing of this Corporation, affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

IN WITNESS WHEREOF, I have hereunto set my hand as an officer of the Corporation and have affixed its corporate seal this 5th day of August, 2011.

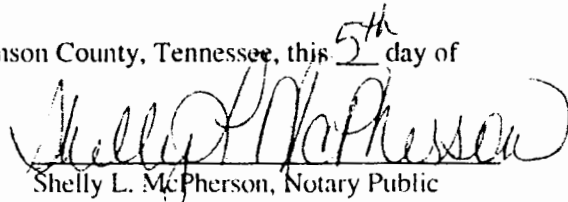


Lisa E. Peerman
Sr. Vice President, General Counsel &
Secretary

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lisa E. Peerman, the within named bargainer, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal at office in Williamson County, Tennessee, this 5th day of August, 2011.



Shelly L. McPherson, Notary Public

My Commission Expires
November 21, 2012



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/16/11

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

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

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 8300 Norman Center Drive Suite 1000 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (312) 381-0536		
	E-MAIL ADDRESS:		
INSURED Ceridian Corporation Comdata Network, Inc. HQE04A 3311 East Old Shakopee Road Minneapolis MN 55425-1640 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentry Ins A Mutual Company		24988
	INSURER B: St Paul Fire & Marine Insurance Co.		24767
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			901733103	10/01/2010	10/01/2011	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMPOP AGG	\$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			90-17331-04	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			QK05501679	10/01/2010	10/01/2011	EACH OCCURRENCE	\$5,000,000
				SIR applies per policy terms & conditions			AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90173310100101 90173310200101 (WI) (Retro) HI NY DR WY	10/01/2010 10/01/2010	10/01/2011 10/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

New Hampshire workers' compensation exposure is covered under policy #90173310100101.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Administrative Services Bureau of Purchase & Property 25 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>
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MORTGAGE OCATION Attorneys, HILPOT & RENT, P.A. y, Esquire urrent, P.A. ain Street NH 03248 524-4101 r 30, 2010

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Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **STACEY M. FARRAR and ROGER L. FARRAR** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** as nominee for **FIRST MAGNUS FINANCIAL CORPORATION**, its successors and assigns, as lender, dated October 18, 2005, recorded in the Hillsborough County Registry of Deeds at Book 7568, Page 502, assigned to **BAC HOME LOANS SERVICING, LP** by assignment(s) recorded or to be recorded in said Registry said assignee, in execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (street address: 29 Cathy Street) in Merrimack, Hillsborough County, New Hampshire, at

PUBLIC AUCTION

on February 15, 2011 at 12:30 p.m., local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: **YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

Terms of sale will be Ten Thousand Dollars (\$10,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

BAC HOME LOANS SERVICING, LP

By its Attorneys, **HAUGHEY, PHILPOT & LAURENT, P.A.**

By: Thomas M. Haughey, Esquire Haughey, Philpot & Laurent, P.A. 816 North Main Street Laconia, NH 03246 (603) 524-4101 January 14, 2011

(UL - Jan. 18, 25; Feb. 1)

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **PHILIP J. MURPHY** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** as nominee for **CTX MORTGAGE COMPANY, LLC**, its successors and assigns,

the mortgaged premises (street address: 654 Main Street) in Conway, Carroll County, New Hampshire, at

PUBLIC AUCTION

on February 1, 2011, at 12:00 noon, local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: **YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

Terms of sale will be Five Thousand Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By its Attorneys, **HAUGHEY, PHILPOT & LAURENT, P.A.**

By Thomas M. Haughey, Esquire Haughey, Philpot & Laurent, P.A. 816 North Main Street Laconia, NH 03246 (603) 524-4101

December 30, 2010

(UL - Jan. 4, 11, 18)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of a Power of Sale contained in a certain Mortgage given by **Bridget A. Fitzsimmons** (the "Mortgagor") to Citicorp Trust Bank, fsb, dated October 26, 2005 and recorded with the Carroll County Registry of Deeds at Book 2475, on Page 0438 (the "Mortgage") of which mortgage the undersigned is present holder by assignment, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purpose of foreclosing same will be sold at:

Public Auction on

February 8, 2011

at

01:00 PM

Said sale being located on the mortgaged premises and having a present address of 477 North Main Street, Wolfeboro, Carroll County, NH. The premises are more particularly described in the

VICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold as the sale is "AS IS, WHERE IS".

The foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations, or agencies claiming by, from or under them. The original mortgage instrument may be examined at Selene Finance, 9990 Richmond, Houston, TX 77042.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

SRMOF 2009-1 Trust Present Holder of said Mortgage,

By its Attorneys, **Orlana Moran PLLC** P.O. Box 982169 Boston, MA 02196 Phone: (617) 502-4100

(UL - Jan. 18, 25; Feb. 1)

Legal Notice

PUBLIC NOTICE INVITATION TO BID

The State of New Hampshire is soliciting bids for Statewide Crime Scene Cleanup Services.

Specifications and bid forms may be obtained at

http://admin.state.nh.us/purchasing/bids_posteddtc.asp

BID #1243-11 or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, N.H. All bids must be submitted to the Bureau of Purchasing no later than 11:30 A.M. on Monday, January 31, 2011.

Robert D. Stowell, Administrator Administrative Services

(UL - Jan. 18, 19, 20)

Legal Notice

PUBLIC NOTICE INVITATION TO BID

The State of New Hampshire is soliciting bids for Fleet Fuel Credit Card Services. Specifications and bid forms may be obtained at

http://admin.state.nh.us/purchasing/bids_posteddtc.asp

BID #2011-127 or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, N.H. All bids must be submitted to the Bureau of Purchasing no later than 1:30 P.M. on Tuesday, February 1, 2011.

Robert D. Stowell, Administrator Administrative Services

(UL - Jan. 18, 19, 20)

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 Bid # 2011-127
 DATE: 2/1/11 @ 1:30PM

Contract for Fuel Credit Cards
 Statewide

Comdata Network Inc

Category	Weight of Category	Bidders Response, Percentage in category	Results
Fixed Fee Percent	0.35	x 0.00%	= 0.0%
Interest Rate Percent	0.65	x 0.00%	= 0.0%
Total Fixed Fee Percent			0.00%

Category	Weight of Category	Bidders Response, Average Percent in category	Results
Discount Rate Percent – In-Network	0.5	x 0.00%	= 0.00%
Discount Rate Percent – Other	0.25	x 0.00%	= 0.00%
Early Payment Incentive	0.25	x 0.10%	= 0.03%
Total Discount Rate			0.03%

Shell Oil Products

Category	Weight of Category	Bidders Response, Percentage in category	Results
Fixed Fee Percent	0.35	x 3.00%	= 1.05%
Interest Rate Percent	0.65	x 0.00%	= 0.00%
Total Fixed Fee Percent			1.05%

Category	Weight of Category	Bidders Response, Average Percent in category	Results
Discount Rate Percent – In-Network	0.5	x 3.00%	= 1.50%
Discount Rate Percent – Other	0.25	x 0.00%	= 0.00%
Early Payment Incentive	0.25	x 0.00%	= 0.00%
Total Discount Rate			1.50%

Wright Express

Category	Weight of Category	Bidders Response, Percentage in category	Results
Fixed Fee Percent	0.35	x 0.00%	= 0.00%
Interest Rate Percent	0.65	x 24.00%	= 15.60%
Total Fixed Fee Percent			15.60%

Category	Weight of Category	Bidders Response, Average Percent in category	Results
Discount Rate Percent – In-Network	0.5	x 0.00%	= 0.00%
Discount Rate Percent – Other	0.25	x 0.00%	= 0.00%
Early Payment Incentive	0.25	x 0.10%	= 0.03%
Total Discount Rate			0.03%

Non-Complaint - Offer Section on Addendum was left blank
 US Bank

Fuel Card Program
Bid # 2011-127

The following is a list of vendors who were notified of the bid solicitation:

- Card Systems Inc.
- Chase Paymentech Solutions
- Comdata
- CSI Fleet Fuel Card
- Exxon/Mobile Fleet Card
- Fleet Cards USA
- Fleet One
- Fuel Express
- Global Fleet Fuel Card
- Master Card International
- RDS Citizens National
- Shell Fleet Plus Card
- Voyager Fleet – US Bank
- Wright Express