

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
AGREEMENT FOR A
STATEWIDE FUEL CREDIT CARD SYSTEM
WITH
GENERAL ELECTRIC CAPITAL CORPORATION

THIS AGREEMENT, made this ¹⁸ day of February, 2002, by and between the People of the State of New York, acting by and through Kenneth J. Ringler, Jr., Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "OGS" or "State"), and General Electric Capital Corporation (hereinafter "GE" or "Contractor"), with an office at 7840 Roswell Road, Bldg. 400, Atlanta, GA 30350.

WITNESSETH:

WHEREAS, OGS is responsible for the centralized procurement of fuel for fleet vehicles for State agencies and, in fulfilling its responsibility, deems it necessary to secure the services of a qualified company to provide a credit card system related to fleet vehicles for the State of New York, and

WHEREAS, after having solicited proposals from proposers willing to supply these services, OGS has determined that the proposal submitted by Exxon Mobil Corporation, inviting OGS to participate in the ExxonMobil Fleet Card Program administered and operated by Contractor, afforded the State the best value for such services, and

WHEREAS, Exxon Mobil Corporation, GE and the State made a determination that it was most appropriate that the State enter into an agreement solely with GE and Exxon Mobil Corporation and GE have entered into an agreement delineating their respective rights and obligations with regard to the program envisioned herein, and

WHEREAS, Contractor possesses the necessary capacity, experience and expertise for provision of the needed fuel credit card system, and Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

A. Consideration payable by the State shall be determined by the chart below and Contractor will ensure that it has all appropriate agreements in place with Exxon Mobil Corporation so that the State will receive the rebate specified:

DISCOUNT/COST	
Rebate to State on Fuel Purchases	3 %
Annual Card Fee (if any)	\$ 0
All other annual fees or charges (if any)	\$ 0

B. Payments shall be made in accordance with the provisions of Section IV of Appendix B hereof.

2. TERM; COMMENCEMENT OF THE PROGRAM

A. Provided that the conditions set forth in paragraph 11 have been satisfied and subject to earlier termination in accordance with paragraph 4 below, this Agreement shall commence on the date first stated above and be in effect for three (3) years. ~~Thereafter,~~ this Agreement may be renewed for up to two (2) additional one (1) year periods at the State's option. Any renewal hereof shall be effectuated by written amendment hereto executed by both parties and approved by the State Comptroller. The rate of consideration to be paid during any such renewal period(s) shall be that stated in Section 1 hereof.

B. Contractor shall commence operation of the program established hereunder for any State agency/purchasing entity within thirty (30) days after such agency/entity provides Contractor with the information specified in the Proposal attached as Appendix "C" hereto (e.g., addresses, phone/fax numbers, vehicle and pin numbers).

3. SERVICES

The Contractor agrees to perform (or cause Subcontractor (as defined below) to perform) this Agreement and to furnish (or cause Subcontractor to furnish) the services, labor, equipment, facilities and materials required in connection therewith in accordance with all the specifications, terms, conditions, covenants and representations contained in the Request for Proposal dated May 21, 2001 (the "RFP") found in Appendix "B," the Proposal found in Appendix "C" annexed hereto, and the Commercial Charge Account Agreement found in Appendix "D" hereto, except as such Appendices B, C and D have been modified by the terms of this Agreement. Appendices B, C and D are hereby incorporated by reference herein and made a part hereof with the same force and effect as

if herein set forth at length herein. Contractor will ensure that it has all appropriate agreements in place with Exxon Mobil Corporation necessary for the State to be able to purchase the goods and services referenced in the Proposal with the credit cards to be provided by Contractor.

4. TERMINATION

This Agreement may be terminated (A) by OGS, as provided in Appendix B hereto, or (B) by Contractor (i) upon thirty (30) days notice to OGS if OGS fails to comply with any of the terms hereof, (ii) immediately upon notice to OGS if the program agreement between Exxon Mobil Corporation and Contractor terminates, and (iii) immediately upon notice to OGS if (x) the State of New York, any part or agency thereof, asserts a position contrary to any interpretation or "reasonable" interpretation of Appendix A set out by OGS in that certain clarifying letter dated February 15, 2002 (the "Clarifying Letter"), or (y) any other person with standing to challenge any such interpretation or "reasonable" interpretation asserts such a challenge.

5. RECORDS

The Contractor will maintain (or cause Subcontractor to maintain) accurate records and accounts of services performed and moneys expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

All purchases under the ExxonMobil Fleet Card Program will include taxes. However, before invoicing the State of New York, all fuel-related taxes from which the State of New York is exempt shall be deducted from the amount otherwise owed. Exemption certificates will be furnished upon request. To the extent that invoices include amounts for additional taxes from which the State of New York is exempt, Contractor will reasonably cooperate with the State of New York's attempts to recover them.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement with respect to the performance hereof as fully as if set forth at length herein and, to the extent Appendix A applies in respect of employees and applicants, each of GE Capital and any approved subcontractor hereunder shall comply with Appendix A as to those employees who work in the State of New York to perform services under this Agreement and applicants for such positions.

9. ASSIGNMENT; SUBCONTRACTING

Contractor agrees that it will not assign this Agreement, or any interest therein, without the prior written consent of the Commissioner of General Services, which consent may be unreasonably withheld. The foregoing notwithstanding, OGS acknowledges and agrees that (A) certain services comprising the ExxonMobil Fleet Card Program, including card issuance, billing and customer service, are administered on behalf of Contractor by Wright Express LLC ("Subcontractor"), and (B) Subcontractor may administer such services in connection herewith. At OGS's reasonable request (but subject to any confidentiality requirements that Contractor may have), Contractor shall provide OGS with information regarding Subcontractor and its operations in respect of the ExxonMobil Fleet Card Program.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto. The opinions of OGS regarding the scope of Appendix A and its applicability hereto are contained in the Clarifying Letter, which letter is attached hereto as Appendix E hereof for reference purposes only.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State of New York for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof. If the State at any time determines that there may be insufficient moneys available to satisfy its obligations hereunder, the State immediately shall so notify Contractor in writing. Contractor may cease authorization of purchases on credit cards issued hereunder upon being made aware that moneys are not available.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "RFP", Appendix C "Proposal" and/or Appendix D "Commercial Charge Account Agreement", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (i) this contract agreement and Appendix A
- (ii) Appendix B - RFP
- (iii) Appendix C – Proposal
- (iv) Appendix D Commercial Charge Account Agreement

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. DEVIATIONS/EXCEPTIONS FROM RFP

Any provision contained in Appendix B to the contrary notwithstanding:

- (i) alternative fuels, flexible fuels, dual fuels and bi-fuels will not be offered under the ExxonMobil Fleet Card Program;
- (ii) cards issued in connection with the ExxonMobil Fleet Card Program will identify (a) the state agency/purchasing entity responsible therefor, and (b) the related vehicle number, but shall not indicate that they are for official use only (unless space available on the cards permits);
- (iii) OGS's only right to inspect Contractor's books and records shall be to examine information relating to accounts of State agencies/purchasing entities and maintained under the ExxonMobil Fleet Card Program (all of which information shall be treated by OGS as confidential information of Contractor);
- (iv) the Insurance Requirements of Section 6.11 of the RFP attached as Appendix B hereto is hereby revised to reflect the following revisions:
 - (a) The insurance coverage secured by the Contractor need not be endorsed to provide that written notice be given to OGS of cancellation, non-renewal or material alteration of the policies.
 - (b) The People of the State of New York, its officers, agents, and employees, shall be named as additional insureds on the policies only to the extent of Contractor's indemnification obligations hereunder.
- (v) although (a) the ExxonMobil Fleet Card currently is accepted at approximately 1389 Exxon and Mobil-branded stations in the State of New York, with stations in 100% of the counties of the State of New York, (b) stations owned and operated by Exxon Mobil Corporation will accept the ExxonMobil Fleet Card at all times that this Agreement is in effect, and (c) Exxon Mobil Corporation will use its best efforts to cause third party station operators to accept the ExxonMobil Fleet Card at all times that this Agreement is in effect, Contractor cannot ensure that every third party station operator shall accept the ExxonMobil Fleet Card.

16. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

17. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor, provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

18. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

19. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

20. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

21. RECONCILIATION

A. Notwithstanding the Contractor's inclusion of any form agreements or any other standard legal terms and conditions in its Proposal, such shall be of no effect, except for the modified Commercial Charge Account Agreement attached hereto as

Appendix D hereof, which Appendix D is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein.

B. The State will abide by all of the terms and conditions of the modified Commercial Charge Account Agreement attached hereto as Appendix D, and will separately execute said modified Commercial Charge Account Agreement if so required by General Electric Capital Corporation to conform to its general operating procedures.

C. It is hereby clarified that the monthly billings to the agencies and departments of the State will reflect the deduction of the applicable rebate, as well as the deduction of the State and federal taxes on fuel.

APPENDIX A
STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or

the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law

concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St. -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St. -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROcity AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of November 13, 2001, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Montana, Wyoming, Louisiana and Hawaii. Contact the NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

APPENDIX B
REQUEST FOR PROPOSALS

May 18, 2001

"NOTICE TO PROPOSERS"

Your proposal is hereby solicited for a Statewide Fuel Credit Card System as described in the attached Proposal and Specification.

Any potential proposer must submit a letter of intent to bid by June 4, 2001.

You are requested to pay particular attention to the Non-Collusive Certification.

Proposals are to be returned no later than **2:00 PM** on **June 26, 2001** at which time they will be opened.

Proposers choosing not to submit a proposal are requested to complete and return only this page. Please check one box:

- 1. We do not provide the requested service. Please remove our firm from your mailing list.
- 2. We are unable to proposal at this time because:

COMPANY NAME: _____

COMPANY ADDRESS: _____

FEDERAL TAX I.D. #: _____

TELEPHONE: _____

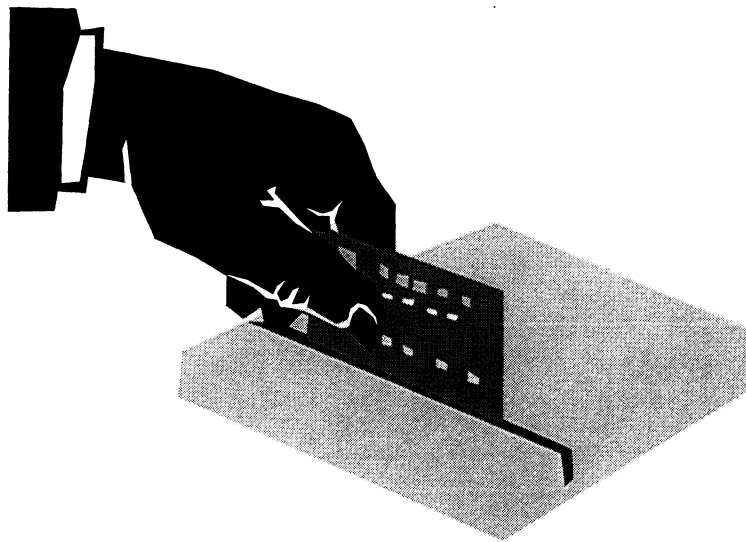
DATE: _____

SIGNATURE: _____

TITLE: _____

NEW YORK STATE
OFFICE OF GENERAL SERVICES
DIVISION OF PROPERTIES AND FLEET ADMINISTRATION

REQUEST FOR PROPOSAL
STATEWIDE FUEL CREDIT CARD SYSTEM



Issued May 21, 2001

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SECTION I GENERAL STATEMENT

1.1 INTRODUCTION

The New York State Office of General Services (“OGS”) is requesting proposals from competent qualified motor vehicle fuel providers with commercial sites located throughout New York State to provide fuel card services to various agencies and departments of the State (the “Purchasing Entities”).

1.2 BACKGROUND

The Office of General Services’ mission is to provide coordinated customer focused support service to New York State agencies, political subdivisions, not-for-profit organizations, and the public in a business-like manner through the development and management of efficient, timely, and cost-effective programs. OGS supports the operations of State agencies and helps reduce government costs, in part, by providing essential services.

Any contract resulting from this RFP will be for a three year term; renewable for an additional two (2) one year terms at the State’s option. There is no guarantee of any minimum purchases the Vendor will receive. However, the State intends to make the Vendor’s cards available to approximately 20,000 vehicles located throughout the State through various Purchasing Entities. It will be in the discretion of each Purchasing Entity as to how the Vendor’s cards are utilized. The State is in no manner representing that it will purchase all of its fuel needs through the Contractor.

The proposer will be evaluated on both qualitative and financial criteria.

SECTION II GENERAL TERMS

Proposals from all qualified proposers shall be all inclusive of all of proposers fees and discounts and detailed in accordance with Section III “Procedural Information” and Section V “Specific Requirements”. This solicitation is a request for proposal and does not constitute an offer. OGS may, at its sole discretion, award a contract or not as a result of this solicitation.

Appendix A, New York State Standard Clauses, which is included in Exhibit E, is attached hereto and is made a part of this proposal. The successful proposer will be required to abide by these terms which will be included as part of any agreement authorizing the services. Attached, as Exhibit E is the standard contract, which the Contractor will be required to enter into with OGS.

The successful offeror agrees that, with regards to any inconsistencies which might arise between various contract documents incorporated in the final contract documents, the following order of precedence shall be used:

1. Appendix A, Standard Clauses For All New York State Contracts, shall supersede any terms and conditions contained elsewhere in the Agreement; then
2. The contract document constituting the "Agreement", to the extent not in conflict with Appendix A; then
3. The Request for Proposal, including all attachments; then
4. The successful offeror's proposal

To the extent that any conflicts arise in this Agreement, specific provisions shall supersede more general language contained elsewhere herein.

2.1 SCOPE OF WORK

The information you provide should address the following elements.

1. Authorized purchases are to be possible through use of a single vendor network.
2. Billings are to be made monthly and directly to each Purchasing Entity, including sufficient detail to adequately verify purchase authorization. In regards to the billing frequency and bill format, please describe your automated system.
3. Information on procedures used to govern the issuance of cards should include processes, internal controls, and time factors.
4. Discounts/costs of the proposed credit cards to be used will be adequately detailed.
5. The State desires the assignment of a credit card to a vehicle. Please describe management reporting capabilities that should include timing, content, and distribution. Standard volume and location reports must include aspects for exception analyses and comprehensive summary reports when requested by managers of purchasing entities. (See Section V for more details.)
6. Your internal management controls should include:
 - Processes for:
 - authorization and revocation
 - cancellation
 - lost or stolen cards
 - Limitations of:
 - obligations on lost or cancelled cards
 - location (both geographical and participating entities)
 - volume distribution
 - Other controls:
 - records
 - timing
 - agency contacts
 - additions and deletions of authorized locations
 - inventory and other controls (electronic or systemic)
7. Please identify ways in which your system can enhance our internal controls—i.e. limit purchase to fuel tank size.

8. System should include reports concerning optional-fueled vehicles using fuel other than traditional fuels, which include:
 - *Alternative Fuels* such as hydrogen, propane, compressed natural gas (CNG), liquefied natural as (LNG), methanol, ethanol, and even electricity.
 - *Flexible Fuels* such as a combination of gasoline with either methanol or ethanol in various proportions.
 - *Dual Fuels* for vehicles powered by two simultaneous fuels.
 - *Bi-fuels* for vehicles powered by two non-simultaneous fuels.
9. Identify suppliers and supply networks; including a list of the counties of New York State not covered by this network.
10. Suggest a non-billing process concerning taxes from which the State or other entities are exempt, including petroleum business tax and a clear identification of any other taxes that any purchasing entity must pay.
11. Describe manners in which the system will allow for use of the cards in either electronic equipment or in manually operated processes at the point of delivery to the purchaser.
12. Suggest plans to work in cooperation with State managerial, auditing, investigative and/or enforcement staff or participating governmental entities.

2.2 RFP GOALS

The goal of this RFP is to secure the most qualified vendor to provide credit card services to the State of New York.

Each Bidder is encouraged to describe their firm's capabilities, experience and expertise, and to explain how their firm can best fulfill the goals and scope of work of the RFP.

2.3 DEFINITION OF TERMS

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other authorized firm submitting a proposal to the State pursuant to this RFP.

"Commissioner" shall mean the Commissioner of General Services or his duly authorized representative.

"Contractor" or "Vendor" shall mean the successful awardee of a contract pursuant to this RFP.

"Issuing Office" shall mean the New York State Office of General Services, Division of Properties and Fleet Administration.

"Issuing Officer" shall mean in most instances the Commissioner of General Services' duly authorized representative.

"Request for Proposal" or "RFP" shall mean this document.

The "State" shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

2.4 RULES OF CONSTRUCTION

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

2.5 ISSUING OFFICE

The Issuing Office for purposes of this RFP shall be as follows:

**NYS Office of General Services
Properties and Fleet Administration
Building #18, State Campus
Albany, NY 12242
518-457-1744 Phone
518-457-5059 Fax
Ronald Ottman, Issuing Officer**

2.6 DISCREPANCIES AND OPTIONS

The proposer is responsible to bring discrepancies to the attention of the Office of General Services and to present desirable options available, which the Office of General Services may consider. The cost of such options should be clearly and separately specified in the content of the proposal.

2.7 QUALIFICATIONS

All proposals shall provide detailed information regarding proposers qualifications including those specified herein.

2.8 MINIMUM QUALIFICATIONS

All proposer's submitting a response to this RFP are required at a minimum to have:

1. A statewide (covers at least 90% of New York State counties) motor fuel distribution system supported by a single credit card.
2. The ability to deduct all applicable taxes due to the State's tax-exempt nature from the credit card bills.
3. The ability to issue each Agency a consolidated bill of all transactions entered into for the month.

2.9 PRE-BID CONFERENCE

There will be no Pre-Bid Conference.

Any potential proposer must submit a letter of intent to bid by June 4, 2001. Please be sure to include the name, address, phone number and e-mail address of your designated contact. This letter should be submitted directly to: Ronald Ottman, Properties and Fleet Administration, Bldg. #18, State Campus, Albany, NY 12226. Phone (518) 457-1744; Fax (518) 457-5059.

Questions may be submitted in writing to the Issuing Officer for receipt no later than June 4, 2001. All questions submitted in writing (unless of such a nature that it relates to proprietary information) will be answered in writing and distributed to all Proposers that submit a letter of intent to bid.

Faxed inquiries will be allowed. However, confirmation of receipt of any faxed material is the sole responsibility of the Bidder.

2.10 KEY EVENT DATES

RFP Release	May 21, 2001
Closing Date for Letter of Intent to Bid	June 4, 2001
Closing Date for Written Inquiries	June 4, 2001
Date to Respond to Written Inquiries	June 11, 2001
Submission of Proposals	June 26, 2001
Begin Contract Operations (Tentative)	September 1, 2001

Proposals will not be accepted by fax. In order to be considered, a Proposal must be responsive to this RFP and three (3) originals and three (3) copies of the Proposal must be **received** by Financial Administration (See Section III, 3.3) no later than 2:00 p.m. on June 26, 2001.

SECTION III PROCEDURAL INFORMATION

3.1 INSTRUCTIONS

This section contains instructions for preparing and submitting a proposal to the New York State Office of General Services. To ensure that your proposal is fully responsive to the requirements, please fully read this Section and the Section detailing Evaluation Criteria. Proposers should review and become familiar with all the exhibits including the Minority and Women Owned Business Enterprise Program. **All proposals will be scored by a numerical evaluation.**

3.2 SUBMISSION OF PROPOSAL

The information contained in your proposal must be indicated by a Table of Contents and presented in the following order:

- Cover Letter - On firm stationary indicate that the instructions of this document were understood.
- Introduction (Executive Summary)
- Documentation regarding experience of firm.
- Plan of Operation - See Section VIII of this RFP for a complete description of the necessary contents.
- Financial Compensation Proposal (**Must use Exhibit F – Proposal Bid Form**).
- All other required completed Exhibits.

3.3 INSTRUCTIONS FOR SUBMISSION

Please complete and submit three (3) originals and three (3) exact copies of the proposal with all of its supporting documents to: Division of Financial Administration, NYS Office of General Services, Corning Tower, 40th Floor, Empire State Plaza, Albany, NY 12242-0099, Attn: Janet Fennell.

Proposals must be received in the above office on or before 2:00 p.m. on Wednesday, June 26, 2001. Time will be determined by the clock at the above location.

NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME. Submitters mailing a proposal must allow sufficient mail delivery time to ensure receipt of their proposal no later than the specified time on date due.

The proposal documents must be submitted by hand delivery, overnight carrier or certified mail, in a package showing the following information on the outside:

- a) Bidder's complete name and address
- b) Proposal Number - 1075
- c) Proposal Due Date: June 26, 2001

3.4 PROPOSAL SUBMISSION

The Proposal shall for one hundred twenty (120) days after the submission of proposals date be a firm and irrevocable offer of the Proposer to enter into and perform the contract for the OGS Division of Financial Administration. A Proposal shall continue to remain an effective offer subsequent to such one hundred twenty (120) day period until either tentative award of the contract by the Issuing Office is made or withdrawal of the proposal in writing by the Proposer. Tentative award of the contract shall consist of written notice to that effect by the Issuing Office to the successful Contractor, who shall thereupon be obligated to execute a formal contract for the Statewide Fuel Credit Card System.

3.5 CONTENT OF PROPOSAL

To be considered responsive, a prospective Contractor must submit a complete proposal that satisfies and addresses all material requirements stated in the RFP. **A PROPOSAL THAT FAILS TO CONFORM TO ALL MATERIAL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.**

The apparent successful awardee's Proposal and a copy of this RFP shall be made a part of any contract resulting from this RFP. Therefore, the Proposal must be signed by a partner, corporate officer, or other person authorized to commit its firm to all provisions of the RFP and its proposal as submitted.

During the evaluation process, the content of each proposal will be held in the strictest confidence and no details of any proposal will be revealed (except as may be required under the Freedom of Information Law).

3.6 PROPOSAL CONFORMANCE

Proposals must conform to the Standard Clauses for all New York State contracts that is included as Appendix A within Exhibit E hereto, and includes provisions regarding the use of tropical hardwoods, the Omnibus Procurement Act and the MacBride Fair Employment Principles.

Proposers are required to utilize the Bidder's Checklist found in Exhibit D and submit a completed copy thereof with their proposal. Use of the Bidder's Checklist shall not preclude the Issuing Office from requesting information that is not included in the checklist, but is required in the RFP.

3.7 PERFORMANCE REQUIREMENTS

The Contractor will be required to demonstrate to the satisfaction of the State that its services are performed in accordance with all Contractual Standards and Requirements found in Section VI of this RFP.

The quality of service shall be subject to inspection by the State of New York at any time. Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Commissioner of General Services may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

3.8 NOTIFICATION OF AWARD

After the evaluation, all Bidders offering proposals will be notified of the name of the apparent successful Proposer. The Bidder will be notified that the submitted proposal has been selected. The original proposal, and any additions or deletions to the proposal, become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this RFP shall not be made without prior approval from the Issuing Office.

Proposals shall be submitted with the understanding that the acceptance thereof in writing by the Commissioner of OGS shall be binding upon the Proposer. Execution of an agreement, which incorporates the terms of this RFP and Bidder's proposal, with the approval of the State Comptroller and the Attorney General, shall constitute a contract between the Contractor and the State.

3.9 NO COLLUSION

By submission of a proposal hereto, the Proposer warrants that no person other than those expressly named therein has any interest in the awarding of a contract to the successful Proposer, that the proposal is in all respects fair and was prepared without collusion or fraud and that no officer or employee of the New York State Office of General Services has or shall have any financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

3.10 PROPOSAL EXCEPTIONS

The Issuing Office will consider all requests to waive any proposal requirement. However, Bidders should be aware that a failure to obtain a waiver of any proposal requirement could result in rejection of Bidder's proposal and disqualification from the bidding process.

Bidders wishing to obtain an exemption must contact the Issuing Office. Bidders unable to meet the requirements specified in this RFP or the sample contract attached as Exhibit E hereto shall identify the areas in which their proposal differs from the stated requirements. Any alternative proposal should be identified as such.

3.11 PRIME CONTRACTOR RESPONSIBILITIES

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor the sole Contractor with regard to all provisions of the RFP and the contract resulting from the RFP.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this RFP.

3.12 PROCUREMENT RIGHTS

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Waive or modify minor irregularities in proposals received, after prior notification to the Bidder.
4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Bidders responding to this RFP within the RFP requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days.
8. The State is not liable for any cost incurred by a Bidder in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

SECTION IV CONSIDERATION

All rates and fees bid by a proposer in response to this RFP shall be inclusive of all of its costs and expenses.

4.1 METHOD OF PAYMENT

All invoices for payment shall be submitted directly to the applicable Purchasing Entity and the Contractor is responsible for collecting all payments therefrom. OGS will not be responsible for the purchases of any other Purchasing Entity.

All invoices will be processed in accordance with the prompt payment legislation and procedures established by the New York State Office of General Services and the Office of the State Comptroller. Timeliness of payments and any interest to be paid to Contractor for late payments shall be governed by Article XI A of the State Finance Law. In no case will additional late fees or interest charges be allowed.

SECTION V SPECIFIC REQUIREMENTS

5.1 CREDIT CARDS

The credit card is to be used in purchasing fuel and minimal miscellaneous supplies and services provided by the bidder as offered herein and accepted by the State of New York. The bidder, will issue its own credit cards; it must issue one (1) card per vehicle. The credit card must be vehicle specific. The finished cards must be sent to the designated program liaison in each agency. Each card shall be clearly labeled to identify the State of New York and designated for official use only.

5.2 MONTHLY REPORTS

On a monthly basis each agency must receive electronic and/or hard copy reports listing at a minimum; credit card number, transaction dates, number of gallons pumped per transaction, total gallons pumped per vehicle for the month, and total dollars charged per month.

Must describe a proposed implementation plan and schedule which will be followed upon contract award.

5.3 MISCELLANEOUS SUPPLIES AND SERVICE REPAIR/PARTS

Should other automotive supplies or emergency services and/or parts be necessary, same shall be charged on the credit card accepted under the contract resulting from this solicitation. This provision is intended for emergency breakdowns and convenience of the agencies, and is applicable only if the contracting location(s) has these supplies, services and/or parts available.

5.4 INVOICING

Invoicing will be done on a monthly basis with billings sent to the individual Purchasing Entities (i.e., Transportation, Office of General Services, Environmental Conservation, State Police, etc.) for payment. Invoices must show credit card account number, itemized purchases (sorted by card number), transaction date, location of transaction, number of gallons in tenths, net price per gallon, total amount per transaction, and total amount due per vehicle by the department. Miscellaneous expenses must be shown as separate line items.

SECTION VI CONTRACTUAL STANDARDS AND REQUIREMENTS

6.1 SUBCONTRACTORS

1. Before any part of the contract shall be subcontracted, the Contractor shall submit to Ron Ottman, Director, Properties and Fleet Administration, Bldg. #18, State Campus, Albany, NY 12226, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by the Director without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Director may require concerning the proposed subcontractor's ability and qualifications.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.
3. The Contractor shall be responsible for informing the subcontractors of all the terms, conditions, and requirements of the contract documents including, but not limited to the Contractual Standards and Requirements.

6.2 CONTRACT REPRESENTATIVE

During the term of any contract resulting from this RFP, the Contractor shall maintain a designated officer or employee as its representative for contact with the State and for all communication and transactions relating to any contract resulting from this RFP. The Commissioner's initially designated representative for all purposes of this contract shall be Ron Ottman, Properties and Fleet Administration, Bldg. #18, State Campus, Albany, NY 12226.

6.3 INSPECTION OF BOOKS

It is expressly understood and agreed that the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to the operations under any contract resulting from this RFP for a full six-year period.

6.4 WAIVER OF RIGHTS

The failure of the Bidder or OGS to seek redress for violation of or strict performance of any condition in this RFP and the resultant contract does not constitute a waiver of remedies. No provision in this document shall be deemed to have been waived by either party unless such a provision is waived in writing.

6.5 CONSENT TO ASSIGNMENT

The Contractor agrees not to assign any contract resulting from this RFP without the prior written consent of the Commissioner of OGS. The State reserves the right to reject any assignee for any reason. Such consent may be unreasonably withheld.

Consent to the assignment of a contract will not be given if the Contractor can subcontract the agreement.

6.6 AVAILABILITY OF FUNDS

It is understood by and between the parties to the contract, if any, resulting from this RFP, that the contract is executory only to the extent of monies available to the State for the performance of the contract and further that no liability shall be incurred by the State beyond the availability of monies to execute the contract.

6.7 CONTRACT TERMS

All provisions and requirements of Appendix A Standard Clauses for New York State Contracts, which is attached as part of Exhibit E hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

All provisions and requirements of Exhibits A through F, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this RFP.

Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

6.8 TERMINATION

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this RFP, in the event of the awarded Bidder's failure to comply with any of the proposal's requirements, unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this RFP upon ten (10) days written notice if:

- the Contractor files a petition in bankruptcy, or insolvency,
- or -
- the Contractor makes any arrangement or assignment for the benefit of creditors,

- or -
- a petition in bankruptcy or insolvency is filed against the Contractor that is not dismissed, withdrawn or otherwise stayed within ninety (90) days after filing,
- or -
- the Contractor is adjudicated as bankrupt or insolvent
- or -
- a receiver or trustee is appointed for all, or substantially all, of the property of the Contractor upon an insolvency and said receiver or trustee is not discharged or ordered removed or his appointment otherwise stayed within ninety (90) days after this appointment.

Furthermore, OGS shall have the right, in its sole discretion, at any time, to terminate a contract resulting from this RFP, or any unit portion thereunder, with or without cause, by giving thirty (30) days written notice of termination to the Contractor. Additionally, any Purchasing Entity shall have the right, in its sole discretion, at any time, to terminate its participation in a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS or a Purchasing Entity under this Section VI 6.8 shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against the Office of General Services or the applicable Purchasing Entity, agents or employees therefore, for lost profits or any other damages.

6.9 SAVE HARMLESS CLAUSE

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this RFP and shall be solely responsible and liable for all damages and costs resulting from all accidents and injuries to person or persons or damage to property and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses for injury or damage to persons or property of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this RFP, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this RFP. Such indemnity shall not be limited to the insurance coverage herein prescribed.

6.10 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES PROGRAM

All provisions and requirements of Exhibit A, which is attached hereto and forms a part hereof, shall be binding upon the parties of this Agreement.

6.11 INSURANCE REQUIREMENTS

Prior to the commencement of the work to be performed by the Contractor under any contract resulting from this RFP, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of form and substance acceptable to OGS.

Acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to the Issuing Office identified in Section II 2.5 and shall name The People of the State of New York, its officers, agents, and employees as additional insured's there under.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of any contract resulting from this RFP and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this RFP, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
- b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.

- c) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
- d) Professional Liability Insurance with a limit of not less than \$3,000,000 per loss. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract.

The Contractor shall require that any subcontractors hired carry insurance with the same limits and provisions herein.

Contractor acknowledges that failure to obtain such insurance on behalf of OGS constitutes a material breach of any contract resulting herefrom and subjects it to liability for damages, indemnification and all other legal remedies available to OGS.

Please direct questions regarding insurance to:

Rosemary Keville, Chief
OGS Bureau of Insurance
3604 Corning Tower
Empire State Plaza
Albany, NY 12242
Phone: (518) 474-4725 Fax: (518) 474-7867

SECTION VII FINANCIAL MATTERS

7.1 FINANCIAL APPROACH

Proposers must submit cost proposals on the Proposal Bid Form, attached as Exhibit F.

7.2 TERM OF CONTRACT

Any contract resulting from this RFP will have an initial term of three (3) years with the State having an option to renew for two (2) additional one (1) year renewals.

SECTION VIII PLAN OF OPERATION

8.1 MANAGEMENT OVERVIEW

Provide a statement designed to convince the State that the Proposer understands the objectives any contract resulting from this RFP is intended to meet, the nature of the work and level of effort necessary to successfully provide the services required by such contract.

8.2 METHODOLOGY

Provide a detailed outline of plans and approach for providing all services required by Section II of this RFP. Describe any data and support you will require of the State.

8.3 ORGANIZATIONAL SUPPORT AND EXPERIENCE

Provide documentation and a detailed description of the firm's organization, experience and personnel that will substantiate the firm's qualifications and capabilities to provide the services required by this RFP, including but not limited to the following:

1. Location of office responsible for managing this contract. Include primary contact name, telephone number and fax number.
2. Years of experience providing credit card services for government agencies.
3. Minimum of five (5) years of relevant experience.
4. Experience in dealing with New York State government.
5. Compliance with all other qualifications set forth in the Minimum Qualifications portion of Section II of this RFP.
6. List of New York State counties not covered by Proposer.

SECTION IX EVALUATION OF PROPOSALS

9.1 EVALUATION OF PROPOSALS

Proposals not meeting the minimum qualifications in Section 2.8 will not be evaluated. Each proposal will be evaluated on Items A through D below by a Committee of OGS employees who will evaluate the proposals for best value to the State. This review will comprise 90% of the total numerical points awarded. The final 10% of the points awarded for Item E below will be assigned by an Executive Management Review Committee, the membership of which will be designated by the Commissioner.

- A. Organizational Support and Experience
- B. Plan of Operation
- C. Quality and Completeness of Proposal
- D. Financial Approach
- E. Executive Review

Note:

- Bidders are encouraged to include all information that may be deemed pertinent to their proposal and may be requested to provide supplemental information based on the State's evaluation procedure. The supplemental information may be in writing, with clarification as applicable. Any supplemental information will be considered a formal part of the Bidder's original proposal.
- If any clarification is needed during the evaluation, OGS will contact the Proposer. In addition, the State may require the Proposer to make a presentation in Albany if deemed to be desirable.

9.2 EVALUATION CRITERIA AND NUMERICAL POINT STRUCTURE

- A. Organizational Support and Experience - 25 points**

Each Bidder will be evaluated as to relevant experience demonstrating its ability in operating an organization capable of performing the services. Particular attention will be paid to the size of the proposers fueling network

B. Plan of Operation - 20 points

The completeness of and the extent to which the operational information and specific reports meet the goals and requirements of the RFP. Particular attention will be paid to information that will be provided to the Purchasing Entities, along with the completeness and timeliness of the vendors implementation plan.

C. Quality and Completeness of Proposal - 10 points

The extent to which the proposal satisfies and addresses each requirement of the RFP.

D. Financial Approach - 35 points

The discounted/cost to the State in purchasing fuel, and other items and services using the vendor credit card or any other fees associated with the card.

E. Executive Management Review - 10 points

This will be based upon factors that include the Executive Management Review Committee's appraisal of the Bidder's level of experience, flexibility, presentation format of the proposal and acceptability of proposed plan of operation. In addition, consideration will be made to whether the Proposer can perform for the bid prices while maintaining adequate levels of service and quality service over the full term of the contract.

9.3 METHOD OF AWARD

Contract award under this RFP will be made to the Proposer receiving the highest point total using the evaluation criteria listed above.

SECTION X EXHIBITS

10.1 EXHIBIT A

Minority and Women-Owned Business Enterprise Program Requirements

CONTRACTOR'S REQUIREMENT UNDER ARTICLE 15-A

In July of 1988, Article 15-A of the Executive Law was passed by the New York State Legislature. This legislation provides specific rules, regulations and procedures for minority and women business participation in certain State contracts.

The Office of General Services (OGS) is required to implement the provisions of Article 15-A for all of its contracts (1) in excess of \$25,000 for labor, services, supplies, equipment, materials, or any combination of the foregoing and (2) for contracts in excess of \$100,000 for real property renovation and construction. For purposes of this contract, OGS hereby establishes a goal of 0% for minority business enterprises (MBE) participation and 0% for women-owned business enterprises (WBE) participation.

In order to be awarded an OGS contract, every bidder must comply with the requirements, rules and regulations outlined in Article 15-A.

POLICY AND PROVISIONS

It is the policy of the State of New York to promote equality of economic opportunity for minority and women-owned business enterprises (M/WBEs) in State contracting. In order to comply with the State's objectives, the Contractors shall use "good faith efforts" to provide meaningful participation by M/WBE subcontractors or suppliers in the performance of this contract.

For the purposes of determining a contractor's good faith effort to comply with the requirements of Article 15-A or to be entitled to a waiver therefrom, the contracting agency shall consider:

(a) Whether the contractor has advertised in general circulation media, trade association publications, minority-focus and women-focus media. In such event,

(i) whether or not certified minority or women-owned businesses which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and

(ii) whether certified businesses which have been solicited by the contractor have responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's bid date; and

(b) Whether there has been written notification to appropriate certified businesses that appear in the directory of certified businesses prepared pursuant to paragraph (f) of subdivision three of section three hundred eleven of this article; and

(c) Whether the contractor can reasonably structure the amount of work to be performed under subcontracts in order to increase the likelihood of participation by certified businesses.

A. GOALS The MBE and WBE participation goals as stated earlier are based on the availability of M/WBEs currently certified by New York State and geographically located to be able to

perform the work in the region where the project is located. The total dollar value of the contract, scope of work, the supplies and equipment necessary to perform the project, are also considerations used to determine the percentage goals.

B. UTILIZATION - The Contractor may count as MWBE participation: subcontracting part of the contract to certified firms or purchasing supplies and equipment used to perform the terms and conditions of the contract from certified firms.

Upon a showing by the Contractor of every good faith effort to achieve the goal for Minority and/or Women-owned Business Enterprise participation in the work, the State will waive a Contractor's failure to achieve the goal for minority and/or Women-owned Business Enterprise participation.

C. MINORITY & WOMEN-OWNED BUSINESS OFFICER - The Contractor shall designate a MWBE business officer and assign the officer the responsibility and authority to monitor the MWBE program for this contract. The OGS Office of Minority and Women-owned Business Enterprises' staff is available to help in identifying certified MWBEs

D. REQUIRED REPORTS - The Contractor is required to submit a Utilization Plan to the Office of Minority and Women-owned Business enterprises within 14 days of notification of being the apparent low bidder. The required Utilization Plan requires a list of New York State certified minority and women-owned businesses that have agreed to participate in fulfilling the terms of conditions of this contract. The Contractor must also submit the MBE/WBE Letter of Intent to Participate. The Letter of Intent to Participate is a commitment by the Contractor and the subcontractor/supplier that the terms and conditions for MWBE participation on this contract are agreed to. Any modifications or changes to the agreed participation by certified MWBEs, over the term of the contract, must be reported on a revised Utilization Plan.

E. NONDISCRIMINATION - The Contractor agrees not to discriminate on the basis of race, creed, color, national origin, gender, age, disability, or marital status, in any respect, against any potential subcontractor, supplier, other company, firm, or enterprise in any manner relating to the performance of this contract.

POST AWARD

The Contractor must submit to the Office of Minority and Women-owned Business Enterprises after notification of award the following forms, by the 10th day of each month:

1. Cumulative Monthly Payment Statements
2. Monthly Affirmation of Income Payments

All questions regarding compliance to Article 15-A requirements or copies of the forms should be addressed to:

New York State Office of General Services
Office of Minority and Women-owned Business Enterprises
35th Floor, Room 3580
Corning Tower Bldg.
Empire State Plaza
Albany, NY 12242
Telephone: (518) 473-7083

The telephone numbers and addresses for New York State Department of Economic Development a/k/a Empire State Development are as follows:

Empire State Development
633 Third Avenue
New York, NY 10017
Telephone: (212) 803-2414

Empire State Development
Division of Minority & Women's Business Development
30 South Pearl Street
Albany, New York 12245
Telephone: (518) 292-5250

10.2 EXHIBIT B

Non-Collusive Bidding Certification

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Bidder's Name)

BY: _____

Name:

Title:

Date:

10.3 EXHIBIT C

MacBride Fair Employment Principles Certification

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND

In accordance with Section 165 of the State Finance Law, the Bidder, by submission of this bid certifies that it or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes_____ or No_____

If yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles.

Yes_____ or No_____

Name:

Title:

Date:

10.4 EXHIBIT D

Bidder's Checklist

Company Name Here: _____

Item	Bidder's Proposal Section	Bidder's Proposal Page
Demonstration of Proposer's achievement of minimum qualifications.		
Table of Contents		
Cover Letter		
Executive Summary		
Financial Proposal - Completed Exhibit F Financial Compensation Proposal Form		
Completed Firm Background		
Completed Plan of Operation		
Completed Exhibit D Bidder's Checklist		
Proposal exceptions		
Detailed description of organization experience and personnel		
Completed Non-Collusive Bidding Certification		
Completed MacBride Fair Employment Principles Certification		

10.5 EXHIBIT E (INCLUDES APPENDIX A TO THE RFP)

SAMPLE CONTRACT

STATE OF NEW YORK
 EXECUTIVE DEPARTMENT
 OFFICE OF GENERAL SERVICES
 AGREEMENT FOR
 STATEWIDE FUEL CARD SERVICES
 WITH

THIS AGREEMENT, made this ___ day of _____, 2001 by and between the People of the State of New York, acting by and through _____, Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "OGS" or "State"), and _____ (hereinafter "_____" or "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, OGS is responsible for the centralized procurement of fuel for fleet vehicles for State agencies, and in fulfilling its responsibility deems it necessary to secure the services of a qualified company to provide a credit card system related to fleet vehicles for the State of New York, and

WHEREAS, OGS has determined, after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of the needed fuel credit card system, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

A. Shall be determined by the chart below:

DISCOUNT/COST	
Discount to State on Purchases	%
Annual Card Fee (if any)	\$
All other annual fees or charges (if any)	\$
No Administrative Cost to the State	Yes or No

B. Payments shall be made in accordance with the provisions of Section IV of Appendix B hereof.

2. TERM

This Agreement shall commence on approval by the State Comptroller and shall be in effect for three (3) years thereafter, unless sooner terminated as provided in Appendix B hereto. Thereafter, this Agreement may be renewed for up to two (2) additional one (1) year periods at the State's option. Any renewal hereof shall be effectuated by written amendment hereto executed by both parties and approved by the State Comptroller. The rate of consideration to be paid during any such renewal period(s) shall be that stated in Section 1 hereof.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor, equipment, facilities and materials required in connection therewith in accordance with all the specifications, terms, conditions, covenants and representations contained in the Request for Proposal dated May 21, 2001 (the "RFP") found in Appendix "B" and in the Proposal found in Appendix "C" annexed hereto, except as such Appendices B and C have been modified by the terms of this Agreement. Appendices B and C are hereby incorporated by reference herein and made a part hereof with the same force and effect as if herein set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the RFP attached hereto as Appendix B hereof.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and moneys expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

Purchases by the State of New York are not subject to any sales or federal excise taxes. Exemption certificates will be furnished upon request. There is no exemption however for Social Security, unemployment insurance and like taxes.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein, without the prior written consent of the Commissioner of General Services, which consent may be unreasonably withheld.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "RFP" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (i) this contract agreement and Appendix A
- (ii) Appendix B - RFP
- (iii) Appendix C - Proposal

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by

giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Contract No. _____

Agency Certification

"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

BY _____

By _____

Name:

Name:

Title:

Title:

Federal I.D. No.:

APPROVED AS TO FORM
ELIOT SPITZER
Attorney General

APPROVED
H. CARL MCCALL
State Comptroller

CORPORATE ACKNOWLEDGMENT

STATE OF _____

}

: ss.:

COUNTY OF _____

}

On the _____ day of _____ in the year 20____, before me personally _____ came:

_____, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____; that

he/she/they is (are) _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the

corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Signature and Office of Person Taking Acknowledgment

APPENDIX A
STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance law.

3. **COMPTROLLER'S APPROVAL** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its

bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations there under. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractors execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(A) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(B) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purpose and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered

by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then: (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the Work) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made.

Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, New York 12245
Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, New York 12245
www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of states subject to this provision.

APPENDIX B
REQUEST FOR PROPOSALS

APPENDIX C
PROPOSAL

10.6 EXHIBIT F

PROPOSAL BID FORM

OGS anticipates that the successful bidder will not only supply the cards to the state at no cost, but also offer a discount off the pump price and list price of other items and services. Accordingly, we will be evaluating the financial component of the proposal based upon your response to the following.

DISCOUNT/COST	
Discount to State on Purchases	%
Annual Card Fee (if any)	\$
All other annual fees or charges (if any)	\$
No Administrative Cost to State	Yes or No

(Bidder's Name)

By _____
Name:
Title:
Date:

APPENDIX C
PROPOSAL

ExxonMobil

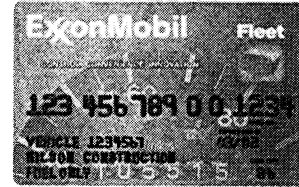
Response

**To New York State
Request For Proposal
Statewide Fuel Credit Card System**

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Section VI	Exceptions – Exhibits B, C, F	
Section VII	Attachments 1-5	

SECTION I COVER LETTER



June 16, 2001

Ms. Janet Fennell
Division of Financial Administration
NYS Office of General Services
Corning Tower, 40th Floor
Empire State Plaza
Albany, NY 12242-0099

Dear Ms. Fennell:

Thank you for your Request for Proposal, requesting ExxonMobil to provide a proposal on a fuel credit card program. ExxonMobil will respond by offering the ExxonMobil Fleet Card program for tax exempt customers for the State of New York to consider.

We believe the ExxonMobil Fleet Card program, for use at Mobil and Exxon branded service stations, offers a number of features and benefits that best meet the needs of the agencies and departments of the State of New York as outlined in your Request for Proposal.

General Electric Capital Corporation (hereinafter GECC) issues the ExxonMobil Fleet Card and extends credit to the cardholders. Accordingly, while this proposal is being submitted by ExxonMobil, the administration and operation of a credit card program for the agencies and departments of the State of New York will be handled by GECC. GECC will therefore be the single point of contact regarding inquiries, disputed transactions and other questions.

This proposal is made conditional on the following criteria, and acceptance of this proposal will mean acceptance of the following condition:

1. Exxon and Mobil branded stores may be company operated or may be operated by independent retailers. Products will be available at company operated stores and may be available at independent Exxon and Mobil branded retail outlets. Independent retailers are private businesspersons who are responsible for all decisions regarding supply of products and services, pricing, hours of operation, warranties, employment practices, etc. at their stations. ExxonMobil does not set prices at stores operated by independent retailers and cannot regulate the retail price of motor fuel.

2. The terms and conditions in Attachment 1, The ExxonMobil Commercial Card Agreement (hereinafter referred to as The ExxonMobil Fleet Card Agreement) will apply.

There will be no charge for any portion of the ExxonMobil Fleet Card program to the agencies and departments of the State of New York and appropriate discounts and tax exempt billing will apply as described in this proposal.

Questions concerning this proposal should be directed to:

Pat Curran
ExxonMobil Fuels Marketing
4400 Dacoma, Rm. 205
Houston, TX 77092
(713) 680-7524, Fax (713) 680-5417
pat.j.curran@exxon.com

Diane Sypniewski
ExxonMobil Fleet Territory Manager
83 Imperial Circle
Rochester, NY 14617
(716) 544-5057, Fax (716) 544-2914
diane.sypniewski@exxon.com

This proposal is valid for 120 days from June 26, 2001 and may be extended with ExxonMobil Card Services written consent.

Sincerely,



Patrick J. Curran
Commercial Vehicle Sales Manager

SECTION III ORGANIZATIONAL SUPPORT AND EXPERIENCE

The ExxonMobil Fleet Card is currently being used by over 17,000 fleets across the United States. We have been providing Fleet Account services for approximately 9 years and have been providing Business Account services for approximately 30 years. Although our customer list is proprietary information, the following customers are some of those who have agreed to be listed as references:

Albany County (more than 4 years)
Karen Storm
112 State Street, Room 940
Albany, NY 12507
Phone (518) 447-7140

Town of Greece Police Department (more than 3 years)
Skip Beaver
400 Island Cottage Rd.
Rochester, NY 14612
Phone (716) 581-4009

New Jersey Transit Corp.
Naresh Jain
Manager-Non Revenue Fleet Services
Procurement and Support Services
One Penn Plaza East
Newark, NJ 07105-2246
Phone (973) 491-7351

ExxonMobil is the world's largest non-governmental marketer of gas, operating nearly 40,000 service locations worldwide and approximately 14,000 service locations nationwide. **There are approximately 1389 service locations spread throughout every county of the State of New York.**

ExxonMobil and GE Capital provides service for our fleets through a toll free 800-624-5140 number. In addition, our fleet customers may fax in service requests. Trained Customer Service Representatives can handle all requests (e.g., account maintenance, new card requests, etc.) from 8 a.m. to 8 p.m. Eastern Time. **Authorization calls and calls to report lost/stolen cards are accepted 24 hours a day, 365 days a year.**

Customer Service Representatives are authorized to resolve customer service issues. If they are unable to resolve the problem to the satisfaction of the customer, the call may be escalated to a supervisor or senior specialist. This individual is accountable

for handling and resolving the customer's issue. If the customer is still not satisfied, they may ask to speak to a Manager for further assistance.

Each agency or department of the State of New York will designate a contact person(s) who will be authorized to access the account. This agency or department contact is the only person(s) given such account access. This person(s) will be able to perform any maintenance or inquiries on the account.

GE Capital has a rigorous Corporate Complaint Process. Corporate complaints are handled by the Customer Relations Department. Any departments involved in the issue are responsible for responding to the Customer Relations Department within 24 hours, outlining the details of the complaint and what action will be taken to resolve it.

There are 28 specially trained Senior Customer Service Reps available to handle all types of calls, faxes and correspondence. There are an additional 56 customer service reps available to handle authorization calls and to handle reports of lost/stolen cards. There is a team leader dedicated to the ExxonMobil Fleet Accounts. If for any reason the authorization lines are down, the Voice Response Unit calls are re-routed to a different location so authorizations can continue to occur.

All Customer Service Representatives complete a minimum of four weeks of classroom training followed by an intern period where they take calls in other portfolio areas. They return to the classroom for additional training specific to the ExxonMobil Fleet Card Program. Refresher training and bi-weekly team meetings are used to keep the staff updated on any changes in the program.

Customer satisfaction is gauged by the percentage of increase in fuel card issuance. The ExxonMobil Fleet Card program has consistently maintained double-digit growth in volume and transactions. The Center of Retail Excellence (CORS) and the Houston Training Facility (Tiger Tech) serve as national training centers. These central campuses allow retailers, managers, distributors, and field support people to acquire the knowledge and skills they need to develop and maintain retail excellence. A specific part of this training deals with card acceptance. Refresher courses are given in the field.

ExxonMobil and GECC are fully staffed to implement, support and maintain the program for the agencies and departments of the State of New York. Key contacts follow:

Diane Sypniewski
Fleet Territory Manager
ExxonMobil Corporation
83 Imperial Circle
Rochester, NY 14617
diane.sypniewski@exxon.com
Phone (716) 544-5057
Fax (716) 544-2914

Pat Curran
Commercial Vehicles Sales Manager
ExxonMobil Fuels Marketing
4400 Dacoma, Room 205
Houston, TX 77092
pat.j.curran@exxon.com
Phone (713)680-7524
Fax (713) 680-5417

Joyce DeZaiffe
Client Development Manager, GE Capital Card Services
7840 Roswell Road, Bldg. 400, Atlanta, GA 30350
joyce.dezaiffe@gecapital.com
Phone (770) 353-2449, Fax (770) 677-5401

SECTION IV PLAN OF OPERATION

ExxonMobil and GECC are fully staffed to implement, support, and maintain the program for the fleet fueling needs of the agencies and departments of the State of New York. The ExxonMobil Fleet Card program meets the requirements listed in your RFP as noted below:

1. Single Vendor The ExxonMobil Fleet Card will provide the agencies and departments of the State of New York the ability to make fuel purchases through use of a single vendor network. The Fleet Card is accepted at approximately 1389 locations spread throughout every county of the State of New York.

2. Billings Billings are made monthly and directly to each Purchasing Entity. See Commercial Charge Account Agreement, Attachment 3. The invoice will include totals, rebates, any applicable adjustments, and total tax exemption credit. With the invoice, you will receive a Fleet Products Report, financial summary, site summary, department summary and the tax exemption summary. The Fleet Products Report (FPR) which include vehicle specific data such as location, date, time, quantity of transaction and the name of the driver are sufficient to adequately verify purchase authorization. See Attachment 4

There are five billing cycles from which to choose, including an end of the month option. All conditions of card issuance are governed by the terms and conditions described in Attachment 1. All applicable taxes will be deducted from the credit card bills due to the State's tax-exempt status. The ExxonMobil Fleet Card program offers **Electronic Fleet Payment Service** to simplify bill paying by having payments automatically deducted from your account on the same day of each month.

3. Card Issuance Pursuant to the RFP, each card will be assigned to a specific vehicle. For security purposes, each driver can be assigned a unique PIN number, or one PIN number can be assigned to the entire fleet. The PIN number must be entered for a purchase to be made using the ExxonMobil Fleet Card. An additional prompt, such as an odometer reading, can be used to enhance security and provide information for control of purchases. Security measures can be modified to suit department needs as necessary. **ExxonMobil highly recommends assigning a unique PIN number to each driver for maximum security.**

Upon award of the contract, ExxonMobil Fleet Card Services will be able to meet your tentative contract operations date of September 1, 2001 as stated in the RFP. The agencies and departments of the State of New York will submit vehicle and driver information manually or electronically to their ExxonMobil Fleet Territory Manager. The Fleet Territory Manager will work with the designated contact at each agency or department to ensure that all necessary information (department/agency addresses,

phone/fax numbers etc.) has been obtained to ensure prompt and accurate set up of the Fleet Card program. The information received will be formatted and forwarded to Fleet Card Services for account set-up. Accounts will be established and cards will be issued within 30 days, upon receipt of fleet data, to all 128 agencies and departments of the State of New York. For additional cards or other maintenance requirements after the account is set-up, individual agencies or departments must call or fax customer service, available 24 hours/day, and 7 days/week. Cards will be issued within 24 hours upon such request.

Available in Fall 2001, **ExxonMobil Fleet Online**, a password protected account management tool, will give the agencies and departments of the State of New York the following capabilities:

- **View, update and analyze your account information with real-time access.**
- **Summarize purchases by merchant, date or state.**
- **Identify the exceptions that help you enforce your purchasing policies.**
- **See transaction detail filtered as desired.**
- **Add and delete cards and drivers immediately.**
- **Access transaction data as it is charged to your account.**
- **Query account information as needed.**
- **Run queries at scheduled times.**
- **Customize queries to meet your reporting needs.**
- **Encrypt and password protect results.**
- **Zip results for faster downloads.**
- **Files can be formatted as needed, e.g., tab delimited, comma delimited.**

4. Rebates Prices paid for fuel by the agencies and departments of the State of New York from Exxon or Mobil branded service stations will be the posted retail prices at each station at the time of sale. GECC will offer the agencies and departments of the State of New York rebates on all fuel purchases made on the Fleet card based on the following monthly purchases:

Monthly Fuel Purchase Levels	Rebate
\$0-\$999	1.0%
\$1,000-\$3,999	1.5%
\$4,000-\$7,999	2.0%
\$8,000-\$9,999	2.5%
\$10,000 and up	3.0%

GECC will deduct, at time of billing, state and federal taxes on fuel purchases from which the agencies and departments of the State of New York are exempt. The rebate will be calculated on the retail price **before** taxes are deducted, **thus increasing the effective rebate rate.**

Each Purchasing Entity will receive the maximum 3% rebate, provided that the State of New York collectively makes fuel purchases of at least \$10,000 per month. GECC will issue as many cards as the agencies and departments of the State of New York require, with no charge for cards, late fees, card replacement fees, administrative fees, or other service fees on the account. Additional cards can be obtained by calling or faxing the Card Center. Internet access will be available in late 2001 to order new cards or cancel old cards

5. Reports All Credit Cards, Monthly Reports, Miscellaneous Supplies and Service Repair/Parts, and Invoicing meet the specific requirements stated in Section V of the RFP. Credit cards can be assigned to individual vehicles, with vehicle specific reports issued monthly. See Attachment 4. Restrictions of “fuel only” or “fuel and oil only” can be placed on individual cards as requested. Cards will include the account name and one line (20 alphanumeric characters) of special embossing. Cards also include expiration date and restriction type. The customer service number is on the back of the card.

On award of the contract, implementation begins by receipt from the agencies and departments of the State of New York of vehicle and PIN number information. This data can be transmitted either manually or electronically to the ExxonMobil Fleet Territory Manager. The information is formatted and forwarded to Fleet Card Services for account set-up. Accounts will be set up and cards will be issued within 30 days, upon receipt of fleet data, to all 128 agencies and departments of the State of New York.

6. Internal Controls For card processes, see 3. “Card Issuance”, above. Cards can only be ordered or cancelled by an authorized person(s) designated at each agency or department, by fax or 800-624-5140 number. In Fall 2001, these functions can be performed via the Internet on **ExxonMobilFleetOnline.com**.

The State is responsible for card usage until the card is reported lost or stolen. The State’s protection is our 24 hour/day, 7 day/week customer service center, to which stolen or lost cards are reported. Additionally, ExxonMobil strongly recommends assigning unique PIN numbers for each driver for further protection against fraudulent card use.

There are no geographic limitations on use of the Fleet Card in New York or nationwide. ExxonMobil has approximately 1389 stations spread throughout each county of the state. Concerning limitations of volume distribution, please refer to our cover letter.

7. Enhancement of State Controls The Fleet Products Report with Standard and Optional exceptions is a tool the State can use to enhance control of fleet fuel costs. The Fleet Products Report automatically captures all of the essential purchase transaction information in one easy-to-use document. Everything from dates, locations, and amounts to products purchased are displayed for easy reference. Along with the five standard exceptions, you can also choose up to five optional exception flags that track sales which

fall outside of your regular purchase parameters. Effectively, they enable you to strictly monitor card usage, deter misuse and improve driver compliance.

Standard exceptions:

Non-fuel/oil product
Fuel type other than regular
Hours of purchase
(other than 5 a.m.-9 p.m.)
Transactions per day (more than one)
Gallons per transaction (30 gallons)

Optional exceptions:

Cost per transaction
Fueling days not allowed
Monthly gallons per vehicle
Price per gallon
Location restrictions

At the account level, not the card level, a limit on the number of transactions per day per card can be set.

8. Alternative Fuels ExxonMobil Fleet Card Program does not offer alternative fuels, flexible fuels, dual fuels, or bi-fuels.

9. Coverage All counties in the State of New York. ExxonMobil Fleet card can be used at any Exxon or Mobil location nationwide. See cover letter.

10. Tax-Exemption ExxonMobil will bill the agencies and departments of the State of New York net of Federal Excise Tax on gasoline and diesel, State Excise Tax on gasoline and diesel, Gross Receipts Tax on gasoline and diesel, and State Sales Tax on fuel, from which the State is exempt. See Tax Exempt reports, Attachment 6.

11. Point of Delivery ExxonMobil Fleet Card can be used electronically at the pump, or electronically or manually inside the store. Agencies and departments of the State of New York will receive the same comprehensive information and discount regardless of the method of purchase. There are no additional charges or limitations if manual purchases occur.

For pay-at-the-pump purchases, the driver must enter a PIN number and any additional prompt required by the State of New York. By utilizing pay-at-the-pump, convenience to the cardholder is maximized and transaction time is minimized. For inside the store electronic purchases, the same procedure applies. If a manual transaction is required due to telecommunications failure, the driver must provide the PIN number and additional information on the paper ticket. Station personnel must call for an approval of any manual transaction.

12. Communications Most inquiries are efficiently handled by customer service at the 800 number as noted in Organization and Experience section, above. ExxonMobil and GECC are fully staffed to provide implementation, support, and maintenance for the agencies and departments of the State of New York. Your Fleet Territory Manager will work in cooperation with the State managerial, auditing, investigative and/or enforcement

staff or participating governmental entities. Any concerns that can't be addressed by customer service should be addressed by phone, fax or email to contacts listed below. Key contacts are as follows:

Diane Sypniewski
Fleet Territory Manager
ExxonMobil Corporation
83 Imperial Circle
Rochester, NY 14617
diane.sypniewski@exxon.com
Phone (716) 544-5057
Fax (716) 544-2914

Pat Curran
Commercial Vehicles Sales Manager
ExxonMobil Fuels Marketing
4400 Dacoma, Room 205
Houston, TX 77092
pat.j.curran@exxon.com
Phone (713)680-7524
Fax (713) 680-5417

10.4 EXHIBIT D

Bidder's Checklist

Company Name Here: Exxon Mobil

Item	Bidder's Proposal Section	Bidder's Proposal Page
Demonstration of Proposer's achievement of minimum qualifications.	II	4
Table of Contents	N/A	1
Cover Letter	I	2-3
Executive Summary	II	4
Financial Proposal - Completed Exhibit F Financial Compensation Proposal Form	VI	N/A
Completed Firm Background	III	5-7
Completed Plan of Operation	IV	8-12
Completed Exhibit D Bidder's Checklist	V	N/A
Proposal exceptions	VI	N/A
Detailed description of organization experience and personnel	II, III	4-7
Completed Non-Collusive Bidding Certification	VI	N/A
Completed MacBride Fair Employment Principles Certification	VI	N/A

6/19/01

Division of Financial Administration
NYS Office of General Services
Corning Tower, 40th Floor
Empire State Plaza
Albany, NY 12242-0099

Dear Sir/Madam:

This letter is to affirm our commitment to the provisions incorporated in FAR 52.222-26, 52-222-35 and 52.222-36. Our policy regarding these provisions is as follows:

This statement is reaffirmation of GE Capital Corporation's policy of equal employment opportunity and its commitment that all personnel actions for employment will be based on job-related qualifications and ability only. Further, GE Capital Corporation has developed specific Affirmative Action Plans to provide equal employment opportunities in all jobs at all levels of the workforce and will make good faith efforts to realize the goals established in these plans.

The policy of GE Capital Corporation is to afford all qualified applicants and employees an equal opportunity to compete for employment and advancement within the company. In implementing this policy, GE Capital Corporation will continue to adhere to the principle of equal employment opportunity in its employment decisions. As such, we will recruit, hire, train, compensate, and promote persons without regard to age, sex, race, color, religion, national origin, veteran status, disability or other characteristic protected by law.

As part of our Equal Employment Opportunity policy, GE Capital Corporation prohibits sexual harassment of any employee. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- submission to the harassment is made either explicitly or implicitly as a term or condition of employment;
- submission to or rejection of the harassment is used as the basis for work-related decisions affecting an individual;
- the harassment has the purpose or effect of reasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Each employee is expected to cooperate with the implementation of the above-stated policy. The business Human Resources manager will have direct responsibility for the administration of this policy. Employees who believe that they are being subjected to discrimination or harassment should inform their Human Resources Manager. Any employee or applicant who wishes to view GE Capital Corporation's Affirmative Action Plans for Veterans of the Vietnam Era and Special Disabled Veterans and Persons with Disabilities may do so by contacting their Human Resources Manager.

Sincerely,



Clara Wallinton
Human Resources Manager
GE Capital Card Services

PV/as

ExxonMobil
Fuels Marketing Company
3225 Gallows Road
Fairfax, Virginia 22037

ExxonMobil
Fuels Marketing

July 10, 2001

Jerry King c/o Ron Ottman
NYS Office of General Services
Properties and Fleet Administration
Building #18, State Campus
Albany, NY 12242

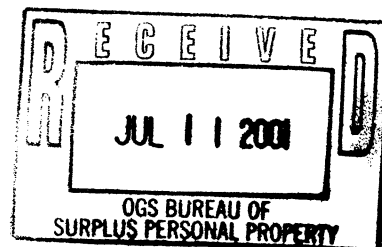
Dear Mr. King,

I am forwarding these documents at the request of Diane Sypniewski. They pertain to her ExxonMobil Fleet Card bid submission on fleet fueling for the State of New York.

Sincerely yours,



Susan W. Johnson
Commercial Vehicles Business Manager



10.6 EXHIBIT F

PROPOSAL BID FORM

OGS anticipates that the successful bidder will not only supply the cards to the state at no cost, but also offer a discount off the pump price and list price of other items and services. Accordingly, we will be evaluating the financial component of the proposal based upon your response to the following.

DISCOUNT/COST	
Discount to State on ^{Fuel only} Purchases	3.0%
Annual Card Fee (if any)	\$
All other annual fees or charges (if any)	\$
No Administrative Cost to State	Yes or No

Rebate

Exxon Mobil
 (Bidder's Name)

By SJ Johnson

Name: SUSAN JOHNSON
 Title: Commercial Vehicles Business mgr
 Date: 7/5/01

10.2 EXHIBIT B

Non-Collusive Bidding Certification

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Bidder's Name)

BY: _____

Name:

Title:

Date:

The information supplied in this bid regarding tax exempt rebates and accounting fees is publically available through various company marketing materials. The bid document submitted remains Confidential to ExxonMobil and GE Capital Corporation.

Susan W Johnson
EXXON Mobil Commercial Vehicles Div.
7/5/01

10.3 EXHIBIT C

MacBride Fair Employment Principles Certification

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND

In accordance with Section 165 of the State Finance Law, the Bidder, by submission of this bid certifies that it or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes _____ or No _____

If yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles.

Yes _____ or No _____

Name: _____

Title:

Date:

Please refer to the letter supplied by GE Capital Card Services on 6/19/01 signed by Clara Wallinton.

*Sincerely yours,
Susan W. Johnson
Exxon Mobil Commercial Vehicles Business Mgr*

7/5/01

10.2 EXHIBIT B

Non-Collusive Bidding Certification

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Bidder's Name)

BY: _____
Name:
Title:
Date:

10.3 EXHIBIT C

MacBride Fair Employment Principles Certification

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND

In accordance with Section 165 of the State Finance Law, the Bidder, by submission of this bid certifies that it or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes _____ or No _____

If yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles.

Yes _____ or No _____

Name:

Title:

Date:

10.6 EXHIBIT F

PROPOSAL BID FORM

OGS anticipates that the successful bidder will not only supply the cards to the state at no cost, but also offer a discount off the pump price and list price of other items and services. Accordingly, we will be evaluating the financial component of the proposal based upon your response to the following.

DISCOUNT/COST	
Discount to State on Purchases	%
Annual Card Fee (if any)	\$
All other annual fees or charges (if any)	\$
No Administrative Cost to State	Yes or No

(Bidder's Name)

By _____

Name:
Title:
Date:

EXXONMOBIL
[92425]
C94J (4/01) 3037-BRC-T&C

**COMMERCIAL CHARGE ACCOUNT AGREEMENT
(FOR BUSINESS USE ONLY)**

1. GENERAL. This ExxonMobil Commercial Charge Account Agreement ("Agreement") governs the use of your ExxonMobil Business Card account or your ExxonMobil Fleet Card account (your "Account"). Please read and keep this Agreement for your records. In this Agreement and on your billing statement ("Statement"), the words "you" and "your" refer to each person or business entity that signs the Application (which is incorporated herein by reference) or on whose behalf the Application and Agreement is signed. "We", "us" and "our" refer to General Electric Capital Corporation. The Account shall be used for the purchase of merchandise and/or services ("Purchases") from Exxon Mobil Corporation ("ExxonMobil"), Exxon and Mobil-branded dealers, distributor service stations and other authorized locations ("Seller") for your business use. "Card" means the plastic card that you requested be issued to you under this Agreement for Purchases you make from Seller from time to time under your Account. The effective date ("Effective Date") of this Agreement will be the earlier of the (i) date you sign an Account application that is approved by us, or (ii) the first date that any authorized person uses the Account (in NY, the first date that you or someone authorized by you signs a sales slip or memorandum indicating a Purchase on the Account). We reserve the right to decline to authorize any Purchase or to change your Credit Limit at any time. You may use your Card to make Purchases on credit from time to time under your Account, up to any credit limit we may establish for your Account (your "Credit Limit").

2. ASSIGNMENT. You may not assign any of your rights or obligations under this Agreement or the Account without our prior written permission; we may withhold such permission in our sole discretion. We are not required to give you notice of our assignment of our rights, obligations and interest in this Agreement or the Account.

3. ACCOUNT FOR COMMERCIAL PURPOSES ONLY. This Account will be opened in the name of the business identified for that purpose in the Application for this Account. This Account is established only for the purpose of purchasing goods and/or services from Seller and is to be used for business, commercial or organizational purposes on behalf of the business. You agree that this Account shall be used only for the Purchase of goods/services for commercial or business purposes, and not for personal, family or household (or, in NC, SC and WI, agricultural) purposes. You understand that your

agreement not to use this Account to Purchase goods/services for personal, family or household (or, in NC, SC and WI, agricultural) purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given Purchase conforms to the requirements of this section. You agree that a breach by you of the provisions of this section will not affect our right to enforce your promise to pay for all amounts owed under this Agreement, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer account.

Any person signing the Application personally attests that the buyer is a valid business entity in good standing under the laws of the jurisdiction of its organization, or a qualified religious, educational or other non-profit entity, or a government agency or instrumentality; and that the buyer has duly authorized the execution of the Application and the person signing the Application to execute and deliver the Application and the Agreement on its behalf.

4. PROMISE TO PAY. You may buy from the Seller goods and/or services described in the sales invoice(s) for the cash price(s) shown on such invoice(s). By signing the Application accompanying this Agreement, you have requested that we establish this ExxonMobil Account for your business use and that we permit you to charge Purchases under the terms of this Agreement. If you elect to make Purchases under the Account from time to time, you agree to pay for all Purchases charged to your Account and all other charges mentioned below, according to the terms of this Agreement. You understand that we will be unable to determine whether any given Purchase you charge to your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that your promise to pay, as contained in this section, will apply to all Purchases made by you or by anyone on your behalf whether or not the Purchase was in fact authorized by and for the benefit of that business. The amount of the Purchases made by you under this Agreement are reflected in the sales slips provided to you in connection with your Purchases made under this Agreement from time to time. Such sales slips are deemed a part of this Agreement and are hereby incorporated by reference. All Purchases charged to this Account made during a monthly billing period and any service fees will be shown on the Statement for that period and payment of the entire balance (the "New Balance") is due in full promptly.

5. TERMS AND CONDITIONS OF SALE. You agree that any Purchase of goods and/or services charged to your Account under this Agreement will be solely governed and controlled by the terms and conditions found in the Seller's invoices, order forms and this Agreement, and any other terms set out in your purchase order or any other or different form shall not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a Purchase.

6. LATE PAYMENT CHARGE. In the event that we do not receive your payment of the New Balance by the Payment Due Date shown on your Statement, you will be in default. You agree that your default in paying the amount owing on your Account will damage us, insofar as we will incur expenses (a) associated with

monitoring and collecting your Account and (b) for bank or similar credit we will have to obtain because you have not paid in a timely fashion. We may assess a Late Payment Charge on the unpaid amount at a rate permitted by applicable law. The Late Payment Charge will be calculated on that balance at a rate of **1.5000% per month (ANNUALIZED RATE 18%)** in all states (and Puerto Rico), except in the states below:

STATE	MONTHLY LATE CHARGE RATE	ANNUALIZED LATE CHARGE RATE
AL, DC, OH	.6666%	8.0%
AR, DE	.6600%	7.92%
AK	.7500%	9.0%
CA, MO, ND, SD, TN	.8333%	10.0%
CO, NC, VA	See Below	See Below
CT, HI, MT, VT, WA, WI	1.0000%	12.0%
IA	.4166%	5.0%
KS	1.2000%	14.4%
KY, MI	.5800%	6.96%
MN	.6250%	7.5%
MS	.7916%	9.5%
OR	.8750%	10.5%
PA	.5000%	6.0%
NE, NJ, NY	1.3300%	15.96%

In CO, you will be assessed a one-time Late Payment Charge equal to 1.5% of the unpaid amount or \$10, whichever is less; in NC, you will be assessed a one-time Late Payment Charge equal to 1.25% of the unpaid amount or \$5, whichever is less; and in VA, you will be assessed a Late Payment Charge equal to 1.5% per month on the unpaid amount, but in no event more than 4.5% (determined on an annual basis). Notwithstanding any other term of this Agreement, if you are a State agency or instrumentality, you will not be subject to any Late Payment Charge.

The Late Payment Charge will be figured by applying the above-stated monthly late charge rate (for customers on weekly billing, the Annualized Late Charge Rate divided by 52, except in CO, NC and VA where a monthly Late Payment Charge will be applied) to the adjusted balance on the Account, which we get by taking the balance you owed at the end of the previous billing period after subtracting any unpaid Late Payment Charge and any payments received and credit issued during the present billing cycle. This amount will be added to your Account balance at the end of each billing cycle while your default continues, except that no Late Payment Charge will be imposed in the billing cycle in which your default is cured by repayment of all amounts owing on your Account.

7. PAYMENTS. When there is a New Balance shown on your Statement, you agree to pay the entire New Balance in time for receipt by us by the Payment Due Date shown on the Statement.

All payments, except disputed payments (as defined below), must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5:00 p.m. for ExxonMobil Business Card Accounts, or after 12:00 p.m. (noon) for ExxonMobil Fleet Card Accounts, on any business day will be credited on the next business day. Credit to your Account may be delayed up

to five days if payment is (a) not received at your Payment Address, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) not accompanied by the top portion of your Statement. Delayed crediting may cause you to incur a Late Payment Charge. You understand, however, that payments may not be made, and may not be deemed received by us, at any location other than your Payment Address. Except as specified in section 8 below with respect solely to the determination of the extent of our security interest and subject to any requirements of applicable law, we reserve the right to select the method by which payments are allocated to your Account in our sole discretion. Depending on how you use your Account, such as when you make payments, the amount of your payments and the types of transactions you make, the particular payment allocation method that we use may result in higher amounts of service fees on your Account. Although we post your payments in the manner described above, in certain limited circumstances, your available Credit Limit may not be restored for up to seven days (or longer, in rare circumstances) after we receive your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.

All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on your Statement, *not* the Payment Address.

8. SECURITY INTEREST. Except in CT, MO (on merchandise under \$150), NC, and NY (on any merchandise under \$200), you grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full (in NY, not to exceed five years from the date the merchandise is posted to your Account). Solely for the purpose of determining the extent of our security interest in each item of merchandise, your payments will be allocated to pay off each Purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). For purposes of determining the amount owing on your Account, payments will be credited only once at the time of payment to the then-outstanding balance of your Account. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling (and in NY, in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become a part thereof).

9. EXXONMOBIL FLEET CARD PROGRAM. If you apply for the ExxonMobil Fleet Card, you will be assessed a one-time enrollment fee of \$50. There is no enrollment fee for the ExxonMobil Business Card or the ExxonMobil Fleet Card for Tax-Exempt Organizations. On ExxonMobil Fleet Card Accounts, we will also assess a monthly accounting fee of 0.5% of total purchases made each month. In return for this fee, we will provide you with detailed transaction reports on ExxonMobil Fleet Card Accounts. There is no accounting fee for the ExxonMobil Business Card or the ExxonMobil Fleet Card for Tax-Exempt Organizations. As part of the ExxonMobil Fleet Card Program, you may elect options which will allow you at the time of a sale to record certain information intended to be included or used in future monthly billing statements.

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This information may include but is not limited to: odometer, vehicle number, driver ID, or other user information. We may report this information to you or make calculations based on this information, but will not be responsible if the information is inaccurately recorded or omitted entirely. All other terms and conditions of this Agreement shall apply to the ExxonMobil Fleet Card, the ExxonMobil Business Card, and the ExxonMobil Fleet Card for Tax-Exempt Organizations.

11. CREDIT AUTHORIZATION. Some purchases will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen.

12. TERMINATION/CHANGE IN TERMS. You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future Purchases; (c) change your Credit Limit; or (d) change or delete any term or condition of, or add new terms to, this Agreement relating to your Account. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. Without implying any liability for us for any other matter, you acknowledge that you have been advised that credit may be denied by us, and you release Seller, GE Capital, and any other assignee from any liability for failure to approve extending of credit. When required by applicable law, we will mail a notice of any change(s) or addition(s) to you. Upon any termination of this Agreement by you or us, you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement.

13. DEFAULT. Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to pay your New Balance when due as described in section 4 above; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the Credit Limit on your Account. After your default or your death, in addition to imposing the Late Payment Charge described in section 6 and subject to the limitations of applicable law, we have the right to: (i) reduce your Credit Limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment is received of the amount owing on your Account; (iii) require immediate payment of your entire Account balance and all fees and other charges listed in this Agreement; (iv) bring an action to collect all amounts owed; (v) repossess, to the extent permitted by applicable law, the goods for which full payment has not been received; and (vi) take any other action allowed by law. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorneys' fees.

14. LIABILITY FOR UNAUTHORIZED USE. The Card is issued to you by us at your request and you agree to destroy it upon demand. You may be liable for

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the unauthorized use of your Card or Account. You agree to promptly notify us if your Card is lost or stolen or of possible unauthorized use of your Card or Account by writing to ExxonMobil Card Center, P.O. Box 103032, Roswell, GA 30076 or by calling us at 1-800-903-9966. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50 (in NY, you will have no liability for unauthorized use of the Card prior to the Effective Date). If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by any persons whom you have given authority to use the Card or Account and that you will be liable for all use by such persons. To terminate that authority, you must notify us at 1-800-903-9966.

15. CREDIT REPORTS AND ACCOUNT INFORMATION. The credit of your business and the personal credit of any Personal Guarantor will be used in making credit decisions. You authorize us to investigate the credit worthiness of your business by obtaining credit reports and making other inquiries as we deem appropriate. Any individual signing the Application, including any Personal Guarantor, authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. In the event that this Account is not paid as agreed, we may report the liability of your business and the Personal Guarantor, and the status of this Account, to credit bureaus and others who may lawfully receive such information.

16. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT. You authorize and direct us to furnish information about you and your Account to ExxonMobil (and its affiliates) to enable ExxonMobil to update its customer records for you, and in connection with the offering of products and services to you, among other purposes. In addition, from time to time we may furnish to other nonaffiliated third parties information about you or your Account in connection with the offering of products and services to you and for other purposes. You may request that we not furnish information about you and your Account to nonaffiliated third parties (other than ExxonMobil and its affiliates) by writing to us at P.O. Box 103032, Roswell, GA 30076 or by calling us toll-free at 1-800-903-9966.

We may also use and furnish to our affiliates information on our experiences and transactions with you, as well as additional information about you and your Account (such as non-identification application information and information from consumer reporting or business rating agencies). You can request that we discontinue furnishing to our affiliates information about you or your account that does not relate solely to identification information or our experiences or transactions with you by writing to us at P.O. Box 103032, Roswell, GA 30076 or by calling us toll-free at 1-800-903-9966.

You agree to this use and furnishing of information unless you notify us as provided in this paragraph for third parties and/or affiliates. Of course, our rights to use and furnish information under this paragraph are in all cases subject to the requirements of applicable law.

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17. TELEPHONE MONITORING. We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring.

18. NO WAIVER BY US. We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to impose such fee or other amount or exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, we may, at our option: (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations, (b) agree to extend the due date of any payment due under this Agreement for any length of time, (c) release any security interest we have in connection with this Agreement, and/or (d) release any other person responsible under this Agreement, without notifying you and without releasing you from the obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement.

19. CHANGE OF ADDRESS. You agree to notify us promptly if your company changes its address. Until we are notified that your company's address has changed, we will continue to send Statements and other notices to the last address for the company we maintained on your Account. You agree that when we are notified that your company has a new address, the terms of this Agreement specifically applicable to the state of the billing address on the Account will apply to the entire balance of your Account.

20. GOVERNING LAW. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW), AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS AGREEMENT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS AGREEMENT WILL BE GOVERNED BY SUCH LAWS, UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT IN WHICH CASE THOSE TERMS WILL APPLY.

21. SEVERABILITY. If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall still be valid and enforceable.

22. ENTIRE AGREEMENT. This Agreement and any Application you signed or otherwise submitted in connection with this Agreement constitute the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.

23. CERTAIN WAIVERS. You and any guarantor of this Agreement each waive the right of "presentment" and "notice of dishonor" to the fullest extent permitted by applicable law. "Presentment" means the right to require us to demand payment of amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You and any guarantor of this Agreement each also waive demand for payment, protest, notice

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of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

24. DATE OF AGREEMENT. If your application for credit is approved, this Agreement is deemed dated as of the date of your signature on the Application.

FEDERAL AND STATE NOTICES

NOTICE FOR NEW JERSEY RESIDENTS: Where this Agreement refers to acts or practices that may or will be taken by us unless prohibited by, or unless required by, or subject to, or as permitted by the requirements or restrictions of "applicable law," New Jersey law permits or requires the act or practice.

NOTICE FOR MARYLAND RESIDENTS: Maryland Accounts are subject to Subtitle 9 of Title 12 of the Maryland Commercial Law Article.

NOTICE TO BUYER: (A) DO NOT SIGN THIS APPLICATION/AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (C) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT BEFORE THE BALANCE IS DUE. (D) ANY PERSON SIGNING THIS APPLICATION/AGREEMENT ATTESTS THAT (1) THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATIONAL, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; (2) PURCHASES MADE HEREUNDER WILL BE FOR OTHER THAN PERSONAL, FAMILY OR HOUSEHOLD USE; AND (3) THE BUYER HAS AUTHORIZED (i) THE EXECUTION OF THIS APPLICATION/AGREEMENT, AND (ii) THE PERSON SIGNING THIS APPLICATION/AGREEMENT TO EXECUTE THIS APPLICATION/AGREEMENT ON THE BUYER'S BEHALF.

Your signature on the application represents your signature on this Agreement and is incorporated by reference.

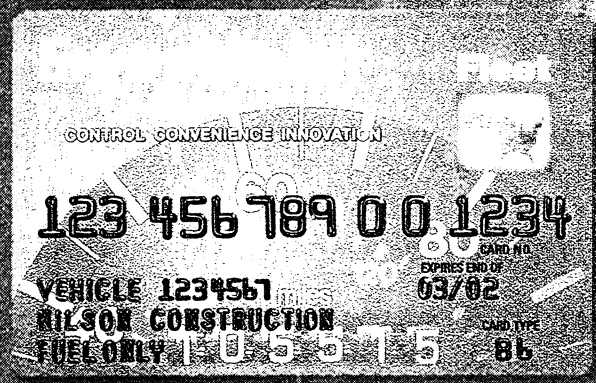
EXXONMOBIL

[92425]

C94J (4/01) 3037-BRC-T&C



The ExxonMobil Fleet Card



The one card that gives you
the power to take control
of your fleet

Information is power – Our detailed reports put the power in your hands

Want to know exactly what your drivers are purchasing and where? Or what time of day, or night, they're filling their vehicles? With the ExxonMobil Fleet Card's customized reporting, you'll get all the information you need in an easy-to-read report.

The Fleet Products Report automatically captures all of the essential purchase transaction information in one easy-to-use document. Everything from dates, locations and amounts to products purchased are displayed for easy reference. Along with the five standard exceptions, you can also choose up to five optional exception flags that track sales which fall outside of your regular purchase parameters⁵. Effectively, they enable you to strictly monitor card usage, deter misuse and improve driver compliance.

Standard exceptions:

- Non-fuel/oil product
- Fuel type other than regular
- Hours of purchase (other than 5 a.m. – 9 p.m.)
- Transactions per day (more than one)
- Gallons per transaction (30 gallons)

Optional exceptions:

- Cost per transaction
- Fueling days not allowed
- Monthly gallons per vehicle
- Price per gallon
- Location restrictions

The sample report opposite displays how easy the Fleet Products Report is to use.

Get specific with detailed Summary Reports

Your monthly Fleet Products Report is supplemented by four specific Summary Reports. The Summary Reports are designed to give you instant access to your most frequently used information, including actual site addresses where purchases were made, and transaction summaries by department, current month and year-to-date.

The power to control driver spending right from your desk

Seize the power of advanced security, 24 hours a day, with unique features built right into your ExxonMobil Fleet Card, including the ability to:

- Limit purchases (fuel only, fuel/oil only or unrestricted).
- Assign cards by driver or vehicle for flexibility and accurate reporting.
- Authorize purchases by Driver ID.
- Track all purchases by individual driver or vehicle.
- Monitor the price per gallon of each fuel purchase.
- Track five standard exceptions for greater control.
- Record odometer readings and calculate miles per gallon for increased efficiency.



¹ExxonMobil Fleet Online account management tool available in fall 2001.

²Available at Exxon and Mobil locations equipped with Speedpass technology. Coming to Exxon locations in 2001.

³Companies and/or discounts may be discontinued or changed at any time without notice. Exxon Mobil Corporation and GE Capital Corporation are not affiliated with and are not responsible for goods or services provided by the companies participating in the Cardholder Savings Program. Participating companies may charge for their services. Please visit our Web site, www.exxonmobilfleet.com, for a detailed listing of our current product offerings.

⁴Receive a 10% discount on the "posted" rate on any vehicle rented from Penske Truck Leasing locations in the U.S. The offer must be presented prior to renting the vehicle and is not valid with any other discounts or promotions. Expires December 31, 2001. To qualify, the renter must meet all of the Penske requirements, and requirements may change from time to time without notice. Offer based on availability.

⁵Rebates issued if payment is made in accordance with the ExxonMobil Fleet Card terms. Rebates may not be allowed where prohibited by law and apply only to fuel purchases made with the ExxonMobil Fleet Card at participating Exxon and Mobil branded locations in the U.S. Please contact ExxonMobil for further information on available rebates. A monthly accounting fee of 0.5% of total purchases applies except on tax-exempt accounts.

⁶For a monthly fee of \$5, one to five optional exceptions can be tracked.

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Exxon

Company

Fleet

ACCOUNT
123 555

TRANS
DATE

CARD 0001

03/22

CARD 0002
03/27
03/28
03/30

ACCOUNT

TICKET TY
E=Electr
C=Island
M=Manu

XONFPR

- A** Customer name and address where the Fleet Card was issued
- B** Statement date
- C** Account number
- D** Card number
- E** Special emblem
- F** Previous odometer reading during the previous reporting period
- G** Transaction amount
- H** Time of transaction
- I** Transaction type (e.g., Fuel, Oils, etc.) Ticket Number
- J** Retailer identifier
- K** Grade of fuel used (if not available, did not have)
- L** Gallons and cost

bil

venience. Innovation.

ucts Report

STATEMENT PERIOD: 3/01/2000 - 3/31/2000
ACCOUNT NO: 123-555-123-5

DELIVER TO: JOHN SMITH, ABC COMPANY, 123 MAIN STREET, ANYTOWN, USA 00000

FLEET NAME: ABC COMPANY

Main data table with columns: SALES TICKET NO., LOCATION NUMBER, FUEL (PROD, GALS, AMOUNT), OIL (QTS, AMOUNT), NON-FUEL (PROD, AMOUNT), SALES TAX, GROSS AMOUNT, DRIVER NAME/USER ID (2), MILEAGE (1), MPG, COST PER GAL, EXCEPTION CODES.

FUEL PRODUCTS: R=Regular Unleaded, D=Diesel, P=Plus, S=Supreme, E=Extra, L=Leaded Regular

NON-FUEL PRODUCTS: T=Tires, B=Batteries, A=Accessories, L=Labor, C=Convenience, J=Jet, V=AVGAS, O=Other

EXCEPTION CODES: NF=Non-Fuel, FT=Fuel Type, H=Hours, T=Transactions Per Day, G=Gallons Per Transaction

OPTIONAL EXCEPTION CODES: C=Cost Per Transaction, D=Fueling Days Not Allowed, MG=Monthly Gallons Per Card, P=Price Per Gallon, S=Location Restrictions

address - this will be the location

ossed on the credit card

information customer designated for the card

last odometer reading recorded for vehicle billing cycle

aptured at point-of-sale

- captured at point-of-sale

- captured at point-of-sale (See Sales n)

number (see Site Summary Report for location)

sed (a "+" indicates a manual ticket rmation)

alue of fuel purchase

- M Quantity and dollar value of oil purchased, if recorded as an oil purchase at point-of-sale
N Non-fuel products purchase information - dollar value and type of purchase - reference bottom of FPR for code legend
O Applicable Sales Tax for transaction
P Total dollar value of entire transaction
Q Driver Name/User ID - if customer has set up account to be prompted for information
R Mileage - odometer reading recorded by customer at the time of purchase (optional customer prompt)
S MPG - miles per gallon based on odometer reading at time of current purchase and prior odometer reading
T Cost per gallon
U Exception codes - reference bottom of FPR for code legend
V Subtotal information for card for current billing period
W Year-to-date total for card - at customer's option, this number can be established as fiscal year total

Site Summary

ACCOUNT NUMBER		FLEET NAME					
123 555 123 5		ABC COMPANY					
LOCATION #	SITE ADDRESS	NO. OF PURCHASES	FUEL	OIL	NON-FUEL AMOUNT	GROSS AMOUNT	NET AMOUNT
7551234567	1072 ASHLAND RD ANYTOWN, USA 12345	4	TYPE GASOLINE DIESEL	GALS 10.0 10.39	GROSS AMT 2	4.00 159.24	173.63

◀ This report lists purchase site details including location, transactions and totals.

Financial Summary - Current Period

ACCOUNT NUMBER		FLEET NAME						
123 555 123 5		ABC COMPANY						
DEPARTMENT NAME	TYPE OF PURCHASE	PRODUCT DESCRIPTION	NO. OF PURCHASES	TOTAL UNITS	GROSS AMOUNT	AVG COST/ GALLON	MILES DRIVEN	AVG MPG
ADMINISTRATION	FUEL	REGULAR PLUS SUPREME EXTRA	00 00 00 00	00.0 00.0 00.0 00.0	000.00 000.00 000.00 000.00	0.00 0.00 0.00 0.00		

◀ This report summarizes all transactions for the current month by department.

Financial Summary - Calendar YTD

ACCOUNT NUMBER		FLEET NAME						
123 555 123 5		ABC COMPANY						
DEPARTMENT NAME	TYPE OF PURCHASE	PRODUCT DESCRIPTION	NO. OF PURCHASES	TOTAL UNITS	GROSS AMOUNT	AVG COST/ GALLON	MILES DRIVEN	AVG MPG
ADMINISTRATION	FUEL	REGULAR PLUS SUPREME EXTRA	00 00 00 00	00.00 00.00 00.00 00.00	000.00 000.00 000.00 000.00	0.00 0.00 0.00 0.00		
	TOTAL FUEL	DIESEL	00	00.00	0000.00	00.00	00000	000.0
	OIL	OIL	00	00	00.00			

◀ This report summarizes all transactions made by department for both current period and year-to-date.

▼ This report summarizes all transactions made by department for both current period and year-to-date.

Financial Summary - Department Totals

ACCOUNT NUMBER		FLEET NAME								
123 555 123 5		ABC COMPANY								
DEPARTMENT NAME	CURRENT PERIOD					CALENDAR YTD				
	GROSS FUEL AMOUNT	OIL AMOUNT	NON-FUEL AMOUNT	ANCILLARY FEE AMOUNT	TOTAL AMOUNT	GROSS FUEL AMOUNT	OIL AMOUNT	NON-FUEL AMOUNT	ANCILLARY FEE AMOUNT	TOTAL AMOUNT
ADMINISTRATION	000.00	00.00	00.00		000.00	000.00	000.00	00.00		000.00
SALES	000.00	00.00	00.00		000.00	000.00	000.00	00.00		000.00
ANCILLARY FEES										
ACCOUNTING FEE				00.00	00.00				00.00	00.00
ACCOUNT SET UP FEE				00.00	00.00				00.00	00.00
DISKETTE FEE				00.00	00.00				00.00	00.00
TAPE/CARTRIDGE FEE				00.00	00.00				00.00	00.00
REPORT COPIES FEE				00.00	00.00				00.00	00.00
CARD PAGE BREAK FEE				00.00	00.00				00.00	00.00

The power to save with tax-exempt options

All of the benefits of the ExxonMobil Fleet Card are available to tax-exempt organizations. We even provide a set of tax-exempt reports to help you maximize your tax savings, including state and federal fuel tax exemption summaries. Enjoy the ExxonMobil Fleet Card and make the most of your tax-exempt status.

The power to profit from money-saving rebates

Whether your drivers swipe their cards inside or wave their Speedpass² transponder outside, you'll enjoy a rebate of up to 3.5%⁵ of your total monthly fuel purchases. With our purchase driven rebate program, every fuel purchase adds up to dollars returned to you. And the more you purchase, the larger your rebate. Check out the chart to see how the ExxonMobil Fleet Card pays you back.

Rebate Structure		
Monthly Fuel Purchases	Standard Rebate Tiers	Tax-Exempt Rebate Tiers
\$0 - \$999	1.0%	0.5%
\$1,000 - \$3,999	2.0%	1.5%
\$4,000 - \$7,999	2.5%	2.0%
\$8,000 - \$9,999	3.0%	2.5%
\$10,000 and up	3.5%	3.0%

All this power at an affordable rate

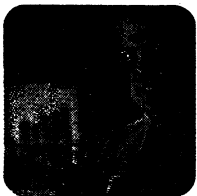
Best of all, a low one-time enrollment fee of \$50 and a monthly accounting fee of just 0.5%, makes the ExxonMobil Fleet Card an extremely cost-effective solution, right from the start. And, your ExxonMobil Fleet Card is backed by an extensive array of support services, including 24-hour toll-free customer service and unlimited access to your account at www.exxonmobilfleet.com.

Take control of your fleet and put the power of the ExxonMobil Fleet Card to work for you. Just call us at 800-627-3427 or visit us at www.exxonmobilfleet.com for more information today.

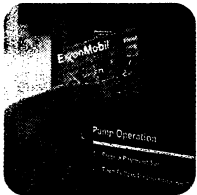


power

Harness the power of technology and control your fleet with the click of a mouse



With ExxonMobil Fleet Online, it's easy to manage your account any time of the day from anywhere that has Internet access. Get detailed data on all transactions and purchases, including valuable exceptions that track information outside your normal purchase parameters. You can also use powerful query tools that find the specific data you need, add or delete a card or driver, update your purchase restrictions and more. And now there is no need to wait for monthly statements because no matter where your cards are used, you'll get the information you need to identify employee card misuse and prevent overspending before it becomes a problem.



From instant access of detailed transaction information for fast reference to easy account management, www.exxonmobilfleet.com puts the power of fleet expense control in the palm of your hand!

The power of Speedpass®² Today's way to pay™

On the road, driver time is money, and even the smallest time efficiency can translate into substantial cash savings over the year. Speedpass can help save driver time and enhance productivity. Now your drivers can just wave the transponder, enter the appropriate details, pump their fuel and go – potentially saving hours of wasted time and money each year. And because Speedpass is linked directly to your card, you retain all of the strict reporting benefits of the fleet card program.

The power of convenience with over 14,000 locations nationwide

With a nationwide network of over 14,000 locations it doesn't matter whether your drivers are going around the corner or across town; there's an Exxon or Mobil station conveniently close by. So you can enjoy the peace of mind that comes from knowing that choosing the ExxonMobil Fleet Card means your drivers will never be without support or fuel resources.

The Cardholder Savings Program – enjoy extra spending power.³

As an ExxonMobil Fleet Cardholder, you'll get money-saving discounts on business products and services you can really use. Your purchases with these companies cannot, however, be charged to your ExxonMobil Fleet Card account.

Penske Auto Centers – Join the Preferred Customers Program and save 10% off the regular price on all tires and automotive services.

Penske Truck Leasing¹ – Save 10% on all commercial truck rentals.

National Car Rental – Enjoy discounts up to 25% on leisure and business car rentals, as well as added-value coupon offers.

IBM – Save up to 5% on select IBM products such as ThinkPad laptops, Aptiva desktop computers, business PCs, printers, scanners and more.

Airborne Express – Save up to 30% on overnight shipping from Airborne Express.

Choice Hotels – Receive 15% discounts when booking a stay at any 3,000 Choice Hotels (including Comfort, Quality, Sleep, Clarion, Econo Lodge, MainStay Suites and Rodeway Inns) in the USA.

BusinessWeek Magazine – Get 39 issues of BusinessWeek for \$32.95, a savings of 79% off the cover price.



The ExxonMobil Fleet Card – The powerful choice for fleet management.

- Maximize your budgets with **rebates up to 3.5%** of your fuel costs.
- Save money with the **Cardholder Savings Program.**
- Detailed, **customizable reports** give you the information and control you need.
- **Advanced security** features help prevent fraud or misuse.
- Enjoy the convenience of **over 14,000 locations nationwide.**
- **Manage your account 24/7** from anywhere that has Internet access.
- Maximize your **tax-exempt savings** with special features.
- Get drivers back on the road fast with **Speedpass®.**

The card with complete, detailed report

ExxonMobil Fleet



Take control of your fleet with money-saving innovations and services.

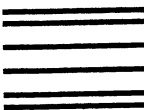
- Track driver spending with customized reports
- Save with rebates of up to 3.5%¹ on fuel purchases
- Simplify account management with time-saving online functionality²
- Cut costs with business discounts at Penske, IBM and more³
- Give drivers convenience and flexibility with more than 14,000 locations nationwide
- Get drivers back on the road fast with Speedpass^{®4}



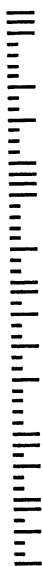
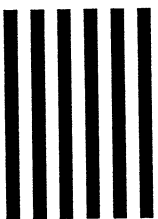
BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 92 PORTLAND ME

POSTAGE WILL BE PAID BY ADDRESSEE

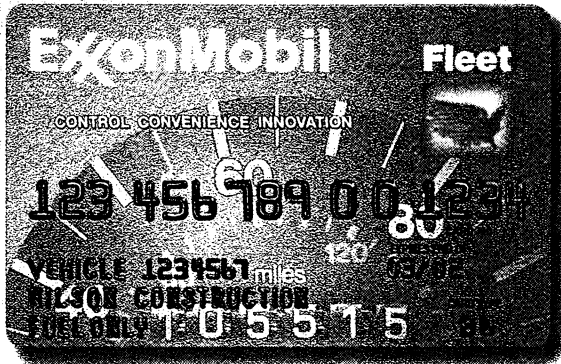
EXXONMOBIL CARD SERVICES
PO BOX 639
PORTLAND ME 04104-9814



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

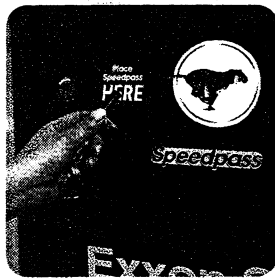


**We're charting new territory,
so you can too.**



Control. Convenience. Innovation.

Now you can have them all in a single card – ExxonMobil Fleet. We've redesigned our vehicle expense management program to include more cutting-edge options such as online account management² and savings on the business services you use most.³ Plus, we still offer the features that put us at the industry forefront:



- Customized reporting
- Fuel rebates up to 3.5%¹
- Purchase restrictions
- More than 14,000 locations nationwide
- Speedpass⁴
- And more!

With all these benefits, you get a card that's better than ever – so you can be more effective than ever. It's a new way to manage your fleet from the company on the leading edge.

nce. Innovation.

Enjoy money-saving discounts: another advantage that sets the ExxonMobil Fleet Card apart.³

Now you can have the opportunity to save on the business services you use most. Because starting today, you'll receive valuable discounts at the following companies simply because you're an ExxonMobil Fleet customer. Your purchases with these companies cannot, however, be charged to your ExxonMobil Fleet Card account.



Great Hotel Value



- **Penske Auto Centers** – Join the Preferred Customers Program and save 10% off the regular price of all tires and automotive services.
- **Penske Truck Rental⁶** – Save 10% on all commercial truck rentals.
- **National Car Rental** – Enjoy discounts up to 25% on leisure and business car rentals, as well as added-value coupon offers.
- **IBM** – Take advantage of significant savings on IBM PCs including laptops, desktops, peripherals and more. For ExxonMobil Fleet Cardholders, IBM NetVista desktop systems with monitor start as low as \$699.
- **Airborne Express** – New users save up to 30% on air express shipping – whether it's across town, across the country or around the world.
- **Choice Hotels International** – Save 15% on standard room rates at more than 3,000 Choice Hotels (including Comfort, Quality, Sleep, Clarion, Econo Lodge, MainStay Suites and Rodeway Inns) in the USA.
- **BusinessWeek Magazine** – Get 39 issues of BusinessWeek for \$32.95, a savings of 79% off the cover price.

¹ Rebates issued if payment is made in accordance with the ExxonMobil Fleet Card terms. Rebates may not be allowed where prohibited by law and apply only to fuel purchases made with the ExxonMobil Fleet Card at participating Exxon and Mobil branded locations in the U.S. Please contact ExxonMobil for further information on available rebates. A monthly accounting fee of 0.5% of total purchases applies, except on tax-exempt accounts.

² ExxonMobil Fleet Online available in fall 2001.

³ Companies and/or discounts may be discontinued or changed at any time without notice. Exxon Mobil Corporation and GE Capital Corporation are not affiliated with and are not responsible for goods or services provided by the companies participating in the Cardholder Savings Program. Participating companies may charge for their services. Please visit our Web site www.exxonmobilfleet.com for a detailed listing of our current product offerings.

⁴ Available at Exxon and Mobil locations equipped with Speedpass technology. Coming to Exxon locations in 2001.

⁵ For monthly fee of \$5, one to five additional exceptions can be tracked.

⁶ Receive a 10% discount on the "posted" rate on any vehicle rented from Penske Truck Leasing locations in the U.S. The offer must be presented prior to renting the vehicle and is not valid with any other discounts or promotions. Expires December 31, 2001. To qualify, the renter must meet all of Penske requirements, and requirements may change from time to time without notice. Offer based on availability.

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and enjoy innovation that gives you control.

Stay in control with complete reporting.

Are your drivers buying gas for personal vehicles? Or purchasing non-fuel items at stations? Now you can monitor driver activity and limit spending with the ExxonMobil Fleet Program's specialized reports. Start by reviewing your monthly report to identify problem areas, then customize your program with site summaries, financial summaries and exception reporting to gain even more control. Lift up this page to see how helpful and easy to use this informative report is, and how much more control it provides.

Manage your account electronically with easy online access.²

There's no need to wait until statements arrive to review vital fleet information. Simply visit www.exxonmobilfleet.com to check your company's account status with a few clicks, including data on purchases, exceptions and more. You can even add or delete a card or driver, make queries and perform other functions. This state-of-the-art service puts current and past statements at your fingertips for fast reference.



Take charge of your budget with fuel rebates up to 3.5%.¹

Fuel is one of your largest fleet expenses. But now you

Monthly Purchase Levels	Standard Rebate Tiers	Top-Performers Rebate Tiers
\$0-999	1.0%	0.5%
\$1000-3999	2.0%	1.5%
\$4000-7999	2.5%	2.0%
\$8000-9999	3.0%	2.5%
\$10,000+	3.5%	3.0%

could shave hundreds (or even thousands) of dollars off your annual gasoline costs – with one of the highest rebates in the industry.

The more your drivers spend the more you'll save, so be sure they fill up at Exxon and/or Mobil stations.

A one-time enrollment fee of \$50 applies to all new accounts.

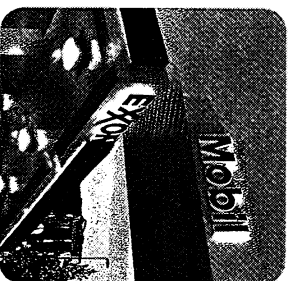
Help your drivers get more work done in less time with innovative Speedpass.⁴

Just wave the Speedpass transponder in front of the pump, enter the required data and start refueling. You'll get an accurate account of purchases and can monitor vehicle maintenance as well. And with Speedpass, your drivers spend less time at the pump and can get back on the road and back to business.



Count on added convenience with more than 14,000 locations nationwide.

When drivers are on the move, they need fast access to fill-ups. And the ExxonMobil Fleet Program offers more than 14,000 locations nationwide to choose from. So whether your drivers are around the corner or all the way across town, they're sure to find an Exxon or Mobil station nearby.



Apply for the ExxonMobil Fleet Card today,

ACCOUNT _____ COUPON CODE _____

APPLICANT - Please read the following before completing this form: (1) This Application must be signed by a representative of the company authorized to enter into contractual agreements. (2) For corporations in business less than 6 months, and all partnerships and proprietorships, the Personal Guaranty section must be completed by owner, general partner or authorized officer of the company. (3) PLEASE READ AND SIGN BELOW BEFORE SUBMITTING THIS APPLICATION.

BUSINESS NAME _____

Doing Business As (DBA) OR SUBSIDIARY OF: _____

TYPE OF BUSINESS: PARTNERSHIP CORPORATION SOLE PROPRIETOR BUSINESS?

IF TAX EXEMPT, PLEASE INDICATE TYPE OF AGENCY BELOW

FEDERAL AGENCY STATE AGENCY ALL OTHER (DESCRIBE): _____

STREET ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____

BILLING ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____

BILLING CONTACT _____ **TELEPHONE NUMBER:** () _____ **DUN & BRADSTREET DUNS #** _____

Single-Station Card (Card Kept at Station) **10-Digit Dealer Account Number (if Multiple Locations, Attach List)** **Address** _____ **(# Of Single-Station Cards Requested)** _____

ACCOUNT SETUP CONTACT _____ **TELEPHONE NUMBER ()** _____

TOTAL NUMBER OF CARDS REQUESTED _____ **ESTIMATED MONTHLY USAGE \$** _____

BANK

NAME	ACCOUNT NUMBER	OFFICER	TELEPHONE NUMBER ()
ADDRESS	CITY	STATE	ZIP

TRADE

NAME	CITY	STATE	CONTACT	TELEPHONE NUMBER ()
NAME	CITY	STATE	CONTACT	TELEPHONE NUMBER ()

Undersigned GUARANTOR MUST BE ONE OF THE FOLLOWING (CHECK ONE): PRESIDENT/CHAIRMAN VP OWNER/SOLE PROPRIETOR

GENERAL PARTNER OTHER (SPECIFY): _____

ANNUAL INCOME FROM ALL SOURCES (ALIMONY, CHILD SUPPORT OR SEPARATE MAINTENANCE INCOME NEED NOT BE DISCLOSED UNLESS HELD UPON FOR CREDIT): \$ _____

FIRST NAME _____ **INITIAL** _____ **LAST NAME** _____ **SOCIAL SECURITY #** _____

HOME ADDRESS (INCLUDE STREET NO. AND NAME IF P.O. BOX IS USED) _____ **BIRTH DATE** _____ **HOME PHONE ()** _____

CITY _____ **STATE** _____ **ZIP** _____ **BUSINESS PHONE ()** _____

By providing my e-mail address, I consent to receive e-mail communications about my account and I authorize you to provide my e-mail address to ExxonMobil.

E-mail Address (optional) _____

PERSONAL GUARANTY: In consideration of General Electric Capital Corporation ("GECC") financing purchases under the ExxonMobil Commercial Charge Account Agreement to this application (the "Agreement") the undersigned hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the terms of, the Agreement, and further agrees to pay the total balance due on the account opened pursuant to the Agreement upon demand, without requiring GECC, or any assignee hereof, to proceed first to enforce payment against the buyer also liable on this account. In the event any default under the Agreement that governs the account, the undersigned hereby waives any notices regarding the Agreement or this guaranty, and agrees that this guaranty shall be applicable until after the Agreement has terminated and all amounts due hereunder shall have been paid in full. The undersigned guarantor agrees that in the event the account has not been paid as agreed, GECC may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. Personal credit history of the undersigned guarantor will be used in making a credit decision and the undersigned guarantor authorizes GECC to obtain a consumer report from a credit bureau. Direct inquiries of employers and businesses where the undersigned guarantor maintains accounts may also be made.

Personal Guarantor _____ **Date** _____

NOTICE TO BUYER: (1) DO NOT SIGN THIS APPLICATION BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE GOVERNING EXXONMOBIL COMMERCIAL CHARGE ACCOUNT. (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE UNDER THE AGREEMENT. By signing below on behalf of your business, you represent that your business is a valid business entity, that all purchases made on this account, if approved, will be for purposes other than personal, family or household use, and that you are an authorized representative of the business with the authority to enter into contractual agreements. On behalf of the business, you certify that all information provided in this Application is complete and accurate. You agree to be bound by the terms of the governing credit agreement of the type elected in this Application and you authorize us to obtain information about your business from credit reporting agencies and other sources we deem appropriate in considering the Application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this Application or in reviewing or collecting the account. You also understand that credit on this account, once approved, will be extended by General Electric Capital Corporation ("GECC"), and that there is no binding contract between us until GECC approves and accepts this Agreement.

SIGNATURE _____ **DATE** _____ **PRINT NAME** _____ **TITLE** _____

C88T (2/01) 3037- FLT [92503]

track and control usage your fleet cards

- A Card Personalization** - In addition to your company information is embossed separately on each card. Maximum characters: 20.
- B Customer Prompts** - At the time of transaction, the driver to enter any two of the items listed in section B characters: 7.
- C Purchase Restrictions** - If you want to restrict purchase of individual card to fuel purchases or to fuel and oil purchases the appropriate box.
- D Driver ID** - If one of your selections is Driver ID, please Driver names and ID numbers. Or you can provide the will assign the Driver ID numbers for you. Please remember this option, the Driver ID will be verified with each sale.

Complete form below. Photocopy if additional

Company Name _____ Phone # () _____ Est. Monthly Fuel Usage \$ _____									
A Card Personalization	B Customer Prompts								
Suggestions: • Vehicle # • Driver Name • Department Name • Dept. # (up to 20 characters)	Check up to 2 different prompts								
Example 1999 Blue Taurus	<table border="1"> <tr> <td>Vehicle #</td> <td>Driver ID</td> <td>User ID</td> <td>Odometer</td> </tr> <tr> <td>✓</td> <td>✓</td> <td></td> <td></td> </tr> </table>	Vehicle #	Driver ID	User ID	Odometer	✓	✓		
Vehicle #	Driver ID	User ID	Odometer						
✓	✓								
C Purchase Restrictions	D Driver ID*								
Check only if card has restrictions	Driver ID must be 4 digits								
<table border="1"> <tr> <td>Oil Fuel</td> <td>Oil & Fuel</td> </tr> <tr> <td>✓</td> <td></td> </tr> </table>	Oil Fuel	Oil & Fuel	✓		<table border="1"> <tr> <td>Driver Name</td> <td>Driver ID*</td> </tr> <tr> <td>J. Q. Sample</td> <td>1 1 1 3</td> </tr> </table>	Driver Name	Driver ID*	J. Q. Sample	1 1 1 3
Oil Fuel	Oil & Fuel								
✓									
Driver Name	Driver ID*								
J. Q. Sample	1 1 1 3								

Apply for the ExxonMobil Fleet Card today, and enjoy innov...

a distance.

Control drivers' expenses from a distance. You can't be there to keep tabs on drivers' spending. But you can limit their activities from the start with customized reporting and account setups. The card's detailed report captures odometer readings, Driver ID, miles per gallon and more. Five standard exceptions track valuable purchase data, including fuel and product types, time of purchase, transactions per day and gallons per transaction. For even greater control, you can choose from up to five optional exceptions to capture transactions that fall outside of your regular purchase parameters, including cost per transaction, fueling days not allowed, monthly gallons per vehicle, price per gallon and location restrictions? Take a moment to review this helpful report, including the additional summaries and exceptions that are available:

- 1 View transaction dates and to-the-minute times
- 2 Track number of gallons purchased and fuel costs
- 3 Review details of non-fuel purchases
- 4 Check Driver ID to find out who's making purchases
- 5 Confirm vehicle mileage with every fill-up
- 6 Use MPG reporting to identify inefficiencies

Plus, rely on Summary Reports for more information:

- Site summary – purchase locations
- Financial summary – current period
- Financial summary – calendar or fiscal year-to-date
- Financial summary – department totals

And for a low \$5 monthly fee, select reporting of additional exceptions to gain more control:

- Cost per transaction
- Fueling days not allowed
- Monthly gallons per vehicle
- Price per gallon

TERMS AND CONDITIONS. I certify that the information contained in this application is correct and agree that the use of my card will be governed by New York and federal law, and by the Commercial Charge Account Agreement ("Agreement") which General Electric Capital Corporation will mail to me. I agree that this account will not be used for personal, family, or household purposes.

COMMERCIAL CHARGE ACCOUNT DISCLOSURE

Annual Fees	None
Transaction fee for purchases	None
Late Payment Charge	1.25% to 18.00% of unpaid balance (varies from state to state); see below
All charges made on this charge card are due and payable when you receive your periodic statement.	

LATE PAYMENT CHARGE: A Late Payment Charge may be assessed if

DD: 3/01/2001 - 3/31/2001
123-555-123-5

EET
A 00000

VEHICLE ID (1)	MILEAGE (M)	COST PER GAL	EXCEPTION CODES
5200			
5565	36.5	1.039	NF NF
365 1501	36.5 25.0	1.039 1.210	
8810			NF H
8990 9240	17.5 25.0	1.197 1.300	
430 1911	21.2 21.2	1.248 1.250	
795 3412	26.2 22.7	1.179 1.234	



OPTIONAL REPORTING
C= Cost per transaction
D= Fueling days not allowed
M= Monthly gallons per vehicle
P= Price per gallon
S= Location Restriction

Per Day Transaction

Customized Reporting and Security Features

Use this form to sign up for features that will help you track and control usage of your fleet cards.

- A Card Personalization** – In addition to your company name, this information is embossed separately on each card. Maximum characters: 20.
- B Customer Prompts** – At the time of transaction, the card can prompt driver to enter any two of the items listed in section B below. Maximum characters: 7.
- C Purchase Restrictions** – If you want to restrict purchases by an individual card to fuel purchases or to fuel and oil purchases, check



OPTIONAL
 C= Cost per transaction
 D= Fueling days not allowed
 MC= Monthly gallons per vehicle
 P= Price per gallon
 S= Location Restriction

Customized Reporting and Security Features

Use this form to sign up for features that will help you track and control usage of your fleet cards.

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- B Customer Prompts** – At the time of transaction, the card can prompt driver to enter any two of the items listed in section B below. Maximum characters: 7.
- C Purchase Restrictions** – If you want to restrict purchases by an individual card to fuel purchases or to fuel and oil purchases, check the appropriate box.
- D Driver ID** – If one of your selections is Driver ID, please provide your Driver names and ID numbers. Or you can provide the names and we will assign the Driver ID numbers for you. Please remember that with this option, the Driver ID will be verified with each sales transaction.

Complete form below. Photocopy if additional space is needed.

Company Name _____ Phone # (____) _____ Est. Monthly Fuel Usage \$ _____	A Card Personalization Suggestions: • Vehicle # • Driver Name • Department Name • Dept. # (up to 20 characters) Example 1999 Blue Taurus	B Customer Prompts Check up to 2 different prompts Driver ID <input type="checkbox"/> Vehicle # <input type="checkbox"/> Data <input type="checkbox"/> User ID <input type="checkbox"/> Odometer <input type="checkbox"/>	C Purchase Restrictions Check only if card has restrictions Fuel Only <input type="checkbox"/> Fuel & Oil <input type="checkbox"/>	D Driver ID* Driver ID must be 4 digits Driver Name J. Q. Sample Driver ID* 1 1 1 3				
Card No.	1	2	3	4	5	6	7	8

*To have your Driver IDs randomly selected for you, please leave this column blank.

Keep This Portion For Your Records

- One summary – purchase locations
- Financial summary – current period
- Financial summary – calendar or fiscal year-to-date
- Financial summary – department totals

And for a low \$5 monthly fee, select reporting of additional exceptions to gain more control:

- Cost per transaction
- Fueling days not allowed
- Monthly gallons per vehicle
- Price per gallon

TERMS AND CONDITIONS. I certify that the information contained in this application is correct and agree that the use of my card will be governed by New York and federal law, and by the Commercial Charge Account Agreement ("Agreement") which General Electric Capital Corporation will mail to me. I agree that this account will not be used for personal, family, or household purposes.

COMMERCIAL CHARGE ACCOUNT DISCLOSURE

Annual Fees	None
Transaction fee for purchases	None
Late Payment Charge	1.25% to 18.00% of unpaid balance (varies from state to state); see below
All charges made on this charge card are due and payable when you receive your periodic statement.	

LATE PAYMENT CHARGE: A Late Payment Charge may be assessed if payment in full is not received by the due date. The Late Payment Charge varies by state, as follows:

STATE	LATE PAYMENT CHARGE (APR)
AL, DC, OH	8.0%
AR, DE	7.92%
AK	9.0%
CA, MO, ND, SD, TN	10.0%
CO, NC, VA	See Below
CT, HI, MT, VT, WA, WI	12.0%
IA	5.0%
KS	14.4%
KY, MI	6.96%
MN	7.5%
MS	9.5%
OR	10.5%
PA	6.0%
NE, NJ, NY	15.96%
All Others	18.00%

ACCOUNTING FEE FOR FLEET ACCOUNTS: Monthly Accounting Fee of 0.5% of total purchases will be assessed.

IN COLORADO: You will be assessed a one-time Late Payment Charge equal to 1.5% of the unpaid amount or \$10, whichever is less.

IN NORTH CAROLINA: You will be assessed a one-time Late Payment Charge equal to 1.25% of the unpaid amount or \$5, whichever is less.

IN VIRGINIA: You will be assessed a Late Payment Charge equal to 1.5% per month on the unpaid amount, but in no event more than 4.5% (determined on an annual basis).

Notwithstanding any other term of this Agreement, if you are a State agency or instrumentality, you will not be subject to any Late Payment Charge.

IN OHIO: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Fill out and mail this application today,
 or fax it to 207-773-8398.**
**For more information or help with questions,
 call 800-627-3427 or visit
www.exxonmobilfleet.com**

C88T (2/01) 3037- FLT [92503]

and enjoy innovation that gives you control.

ExxonMobil

Control. Convenience. Innovation.

STATEMENT PERIOD: 0/00/0000 - 0/00/0000
 ACCOUNT NO: 123-555-123-5
 DELIVER TO:
 JOHN SMITH
 ABC COMPANY
 123 MAIN STREET
 ANYTOWN, USA 00000

Site Summary

ACCOUNT NUMBER	123 555 123 5
FLEET NAME	ABC COMPANY

LOCATION #	SITE ADDRESS	NO. OF PURCHASES	FUEL			OIL		NON-FUEL AMOUNT	GROSS AMOUNT	NET AMOUNT
			TYPE	GALS	GROSS AMT	QTS	GROSS AMT			
7551234567	1072 ASHLAND RD ANYTOWN, USA 12345	4	GASOLINE DIESEL	10.0 10.0	10.39 10.39	2 2	4.00 4.00	159.24 159.24	173.63 173.63	173.63 173.63
	SITE TOTALS									
8333222222	880 STATE STREET ANYTOWN, USA 12345	2	GASOLINE DIESEL	10.3 10.3	12.33 12.33	5 5	10.00 10.00	20.30 20.30	30.30 30.30	30.30 30.30
	SITE TOTALS									
8333222222	1400 LEXINGTON AVE ANYTOWN, USA 12345	1	GASOLINE DIESEL	10.0 10.0	13.00 13.00				13.00 13.00	13.00 13.00
	SITE TOTALS									
9113224350	1234 CONGRESS ST ANYTOWN, USA 12345	1	GASOLINE DIESEL	10.0 10.0	13.00 13.00				13.00 13.00	13.00 13.00
	SITE TOTALS									
	ACCOUNT TOTAL	8		30.3	35.72	7	14.00	179.54	229.26	229.26

XONSITE



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STATEMENT PERIOD: 0/00/0000 - 0/00/0000
ACCOUNT NO: 123-555-123-5

DELIVER TO:
JOHN SMITH
ABC COMPANY
123 MAIN STREET
ANYTOWN, USA 00000

Financial Summary - Current Period

Financial Summary - Current Period

ACCOUNT NUMBER	FLEET NAME
123 555 123 5	ABC COMPANY

DEPARTMENT NAME	TYPE OF PURCHASE	PRODUCT DESCRIPTION	NO. OF PURCHASES	TOTAL UNITS	GROSS AMOUNT	AVG COST/ GALLON	MILES DRIVEN	AVG MPG	
ADMINISTRATION	FUEL	REGULAR	00	00.0	000.00	0.00			
		PLUS	00	00.0	000.00	0.00			
		SUPREME	00	00.0	000.00	0.00			
		EXTRA	00	00.0	000.00	0.00			
		DIESEL	00	00.0	000.00	0.00			
		TOTAL FUEL		00	000.0	0000.00	00.00	00000	000.0
		OIL		00	0.0	00.00			
		TOTAL OIL		00	0.0	00.00			
		NON-FUEL		00	0.0	00.00			
		TOTAL NON-FUEL		00	0.0	00.00			
ADMINISTRATION TOTAL PURCHASES	FUEL	REGULAR	000	00.0	0000.00	0.00			
		PLUS	00	00.0	000.00	0.00			
		SUPREME	00	00.0	000.00	0.00			
		EXTRA	00	00.0	000.00	0.00			
		DIESEL	00	00.0	000.00	0.00			
		TOTAL FUEL		000	000.0	0000.00	00.00	00000	000.0
		OIL		00	0.0	00.00			
		TOTAL OIL		00	0.0	00.00			
		NON-FUEL		00	0.0	00.00			
		TOTAL NON-FUEL		00	0.0	00.00			
SALES TOTAL PURCHASES	ANCILLARY FEES	ACCOUNTING FEE	000		0000.00				
		ACCOUNT SET UP FEE			000.00				
		DISKETTE FEE			000.00				
		TAPE/CARTRIDGE FEE			000.00				
ACCOUNT TOTALS	TOTAL ANCILLARY FEES		000		0000.00				

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STATEMENT PERIOD: 0/00/0000 - 0/00/0000
ACCOUNT NO: 123-555-123-5

DELIVER TO:
JOHN SMITH
ABC COMPANY
123 MAIN STREET
ANYTOWN, USA 00000

Financial Summary - Department Totals

ACCOUNT NUMBER	FLEET NAME
123 555 123 5	ABC COMPANY

DEPARTMENT NAME	CURRENT PERIOD						CALENDAR YTD					
	GROSS FUEL AMOUNT	OIL AMOUNT	NON-FUEL AMOUNT	ANCILLARY FEE AMOUNT	TOTAL AMOUNT		GROSS FUEL AMOUNT	OIL AMOUNT	NON-FUEL AMOUNT	ANCILLARY FEE AMOUNT	TOTAL AMOUNT	
ADMINISTRATION	000.00	00.00	00.00	00.00	000.00		000.00	000.00	00.00	00.00	000.00	
SALES	000.00	00.00	00.00	00.00	000.00		000.00	000.00	00.00	00.00	000.00	
ANCILLARY FEES				00.00	00.00				00.00	00.00	00.00	
ACCOUNTING FEE				00.00	00.00				00.00	00.00	00.00	
ACCOUNT SET UP FEE				00.00	00.00				00.00	00.00	00.00	
DISKETTE FEE				00.00	00.00				00.00	00.00	00.00	
TAPE/CARTRIDGE FEE				00.00	00.00				00.00	00.00	00.00	
REPORT COPIES FEE				00.00	00.00				00.00	00.00	00.00	
CARD PAGE BREAK FEE				00.00	00.00				00.00	00.00	00.00	
ACCOUNT TOTALS	000.00	00.00	00.00	000.00	0000.00		0000.00	000.00	000.00	0000.00	0000.00	
CARD ACTIVITY	TOTAL	ACTIVE	% ACTIVE				TOTAL EARNED EXXON	DISCOUNTS				
CURRENT PERIOD	50	45	90.0%				CURRENT	0.00				
PREVIOUS PERIOD	50	40	80.0%				YTD	0.00				

XONFSD

Financial Summary - Department Totals

Fleet Products Report – Tax-Exempt

Use the Tax-Exempt Fleet Products Report to track everything from transaction dates to locations to purchase types.

Reading the FPR

- A** Customer name and address – this will be the location where the FPR is sent
- B** Statement period
- C** Account number
- D** Card number – embossed on each card
- E** Special embossing – information customer designated for the card
- F** Previous odometer – last odometer reading recorded for vehicle during the previous billing cycle
- G** Transaction date – captured at point-of-sale
- H** Time of transaction – captured at point-of-sale
- I** Transaction number – captured at point-of-sale (see Sales Ticket Number Information)
- J** Retailer identification number (see Site Summary Report for location)
- K** Grade of fuel purchased (a “+” indicates a manual ticket did not have this information)
- L** Gallons and dollar value of fuel purchased
- M** Quantity and dollar value of oil purchased, if recorded as an oil purchase at point-of-sale
- N** Non-fuel products purchase information – dollar value and type of purchase – reference bottom of FPR for code legend
- O** Applicable sales tax for transaction
- P** Total dollar value of entire transaction – before subtracting exempt taxes
- Q** Applicable taxes exempted for transaction
- R** Net dollar amount of transaction – after subtracting exempted taxes
- S** Driver Name/User ID – if customer has set up account to be prompted for User ID input
- T** Mileage – odometer reading recorded by customer at the time of purchase (optional customer prompt)
- U** MPG – miles per gallon based on odometer reading at time of current purchase and prior odometer reading
- V** Cost per gallon
- W** Exception codes – reference bottom of FPR for code legend
- X** Subtotal information for card for current billing period
- Y** Year-to-date total for card – at customer’s option, this number can be established as fiscal-year total

Fleet Products Report—Tax Exempt

B STATEMENT PERIOD: 3/01/2000 - 3/31/2000
C ACCOUNT NO: 123-555-123-5

A DELIVER TO:
 JOHN SMITH
 ABC COMPANY
 123 MAIN STREET
 ANYTOWN, USA 00000

FEDERAL TAX ID: 04-9999999

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Fleet Products Report Tax-Exempt

G ACCOUNT NUMBER 123 555 123 5
 FLEET NAME ABC COMPANY

TRANS DATE	TRANS TIME	SALES TICKET NO.	LOCATION NUMBER	FUEL (GALS)		OIL QTS	NON-FUEL PROD AMOUNT		GROSS AMOUNT	EXEMPTED TAXES	NET AMOUNT	DRIVER NAME/USER ID (2)	MILEAGE (1)	MPG	COST PER GAL	EXCEPTION CODES
				PROD	UNHEADED		PROD	AMOUNT								
03/22	13:15	E708223	7551234567	10.0	10.39	2	100.00	50.00	114.39	2.41	111.98	J SMITH	5200	36.5	1.039	W
				10.0	10.39	2	150.00	9.24	173.63	2.41	171.22		5565			
				10.0	10.39	2	150.00	9.24	173.63	2.41	171.22		365	36.5	1.039	
				80.0	72.60	12	600.00	37.44	734.04	14.46	719.58		1501	25.0	1.210	
													8910			
				10.3	12.33	5	19.70	.60	30.30	2.48	30.30		8990	17.5	1.197	NF
				10.0	13.00				12.33	2.41	9.85		9240	25.0	1.300	FT
				20.3	25.33	5	19.70	.60	56.63	4.89	50.74		430	21.2	1.248	H/FT
				90.2	112.75	25	19.70	3.00	185.45	21.74	163.71		1911	21.2	1.250	
ACCOUNT TOTALS																
				30.3	35.72	7	169.70	9.84	229.26	7.30	221.96		795	26.2	1.179	
				150.2	185.35	37	619.70	40.44	919.48	36.20	883.29		3412	22.7	1.234	

EXCEPTION CODES
 N=Not Allowed
 NF=Not Allowed
 FT=Fuel Type
 H=Hours
 T=Transactions Per Day
 G=Gallons Per Transaction

NON-FUEL PRODUCTS
 T=Tools
 B=Batteries
 A=Accessories
 L=Labor
 C=Convenience
 J=Jet
 V=AVGAS
 O=Other

FUEL PRODUCTS
 R=Regular Unheated
 P=Plus
 S=Supreme
 E=Extra
 L=Leaded Regular
 D=Diesel
 *Not available

TICKET TYPE
 E=Electronic
 C=Card Reader
 M=Manual

PURCHASE - TAX

Fuel Tax Reported Summary - State

STATEMENT PERIOD: 0/00/0000 - 0/00/0000
 CUSTOMER ID: 000-000-000-0
 ACCOUNT NO: 123-555-123-5

DELIVER TO:
 JOHN SMITH
 ABC COMPANY
 123 MAIN STREET
 ANYTOWN, USA 00000

FEDERAL TAX ID: 04-9999999



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Fuel Tax Reported Summary - State

ACCOUNT NUMBER	FLEET NAME
123 555 123 5	ABC COMPANY

STATE	TAX TYPE	FUEL TYPE	GALLONS	GROSS AMOUNT	TAX RATE	REPORTED TAX
ST	STATE EXCISE	GASOLINE	30.3	35.72	0.057/gal	1.72
ST	TOTALS		30.3	35.72		1.72
STATE REPORTED TOTALS						1.72

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STATEMENT PERIOD: 0/00/0000 - 0/00/0000
CUSTOMER ID: 000-000-000-0
ACCOUNT NO: 123-555-123-5

DELIVER TO:
JOHN SMITH
ABC COMPANY
123 MAIN STREET
ANYTOWN, USA 00000

FEDERAL TAX ID: 04-9999999

Fuel Tax Reported Summary – Federal

ACCOUNT NUMBER 123 555 123 5	FLEET NAME ABC COMPANY
---------------------------------	---------------------------

TAX TYPE	FUEL TYPE	GALLONS	GROSS AMOUNT	TAX RATE	REPORTED TAX
FEDERAL	GASOLINE	00.0	00.00	0 %	00.00
	DIESEL	00.0	00.00	0 %	00.00
	BLEND	00.0	00.00	0 %	00.00
FEDERAL REPORTED TOTALS					00.00

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Fuel Tax Reported Summary – Federal

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Fuel Tax Exemption Summary – Federal

ACCOUNT NUMBER	FLEET NAME
123 555 123 5	ABC COMPANY

STATEMENT PERIOD: 0/00/0000 - 0/00/0000
CUSTOMER ID: 000-000-000-0
ACCOUNT NO: 123-555-123-5
DELIVER TO:
JOHN SMITH
ABC COMPANY
123 MAIN STREET
ANYTOWN, USA 00000
FEDERAL TAX ID: 04-9999999

TAX TYPE	FUEL TYPE	GALLONS	GROSS COST	TAX RATE	EXEMPTED TAXES
FEDERAL	GASOLINE	30.3	35.72	0.18/gal	5.58
FEDERAL EXEMPT TOTALS		30.3	35.72		5.58

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STATEMENT PERIOD: 0/00/0000 - 0/00/0000
 CUSTOMER ID: 000-000-000-0
 ACCOUNT NO: 123-555-123-5

DELIVER TO:
 JOHN SMITH
 ABC COMPANY
 123 MAIN STREET
 ANYTOWN, USA 00000

FEDERAL TAX ID: 04-9999899

Fuel Tax Exemption Summary - State

ACCOUNT NUMBER	FLEET NAME
123 555 123 5	ABC COMPANY

STATE	TAX TYPE	FUEL TYPE	GALLONS	GROSS AMOUNT	TAX RATE	EXEMPTED TAX
AL	STATE EXCISE	GASOLINE	000.0	000.00	0%	000.00
	STATE SPECIAL	DIESEL	000.0	000.00	0.00/gal	000.00
	STATE SALES	GASOLINE	000.0	000.00	0%	000.00
	COUNTY EXCISE	GASOLINE	000.0	000.00	0%	000.00
		DIESEL	000.0	000.00	0%	000.00
	COUNTY SPECIAL	GASOLINE	000.0	000.00	0%	000.00
		DIESEL	000.0	000.00	0%	000.00
	COUNTY SALES	GASOLINE	000.0	000.00	0%	000.00
		DIESEL	000.0	000.00	0%	000.00
	CITY EXCISE	GASOLINE	000.0	000.00	0%	000.00
DIESEL		000.0	000.00	0%	000.00	
CITY SPECIAL	GASOLINE	000.0	000.00	0%	000.00	
	DIESEL	000.0	000.00	0%	000.00	
AL TOTALS			000.0	000.00		000.00
CA	STATE EXCISE	GASOLINE	000.0	000.00	0%	000.00
	STATE SPECIAL	GASOLINE	000.0	000.00	0%	000.00
	STATE SALES	GASOLINE	000.0	000.00	0%	000.00
	COUNTY EXCISE	GASOLINE	000.0	000.00	0%	000.00
		DIESEL	000.0	000.00	0%	000.00
	CITY EXCISE	GASOLINE	000.0	000.00	0%	000.00
CITY SPECIAL	GASOLINE	000.0	000.00	0%	000.00	
CA TOTALS			000.0	000.00		000.00
STATE EXEMPT TOTALS			0000.0	0000.00		0000.00

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Fuel Tax Exemption Summary - State

APPENDIX D
COMMERCIAL CHARGE ACCOUNT AGREEMENT

ADDENDUM TO COMMERCIAL CHARGE ACCOUNT AGREEMENT

The annexed ExxonMobil Fleet Card Commercial Charge Account Agreement is modified in the following respects:

The last sentence of Section 2 is deleted.
The last sentence of Section 12 is deleted.
Section 21 is amended to read as follows:

“This Agreement and any Application you signed or otherwise submitted in connection with this Agreement, along with the Statewide Fuel Credit Card System contract between the parties, constitute the entire agreement between you and us relating to your account and supercedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.”

GENERAL ELECTRIC
CAPITAL CORPORATION

THE PEOPLE OF THE STATE OF NEW YORK

BY _____
Name:
Title:

By _____
Name:
Title:

ExxonMobil Fleet Card

Business Name	Type of Business:	<input type="checkbox"/> Corporation	How Long In Business?
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	
Doing Business As (DBA) or Subsidiary Of:	If Tax Exempt, Please Indicate Type of Agency Below		
	<input type="checkbox"/> Federal Agency	<input type="checkbox"/> State Agency	
	<input type="checkbox"/> All Other (Describe):		
Street Address	City	State	Zip
Mailing Address	City	State	Zip
Billing Contact	Telephone Number: ()	Dun & Bradstreet DUNS #	
Account Setup Contact	Telephone Number: ()		

NOTICE TO BUYER: (1) DO NOT SIGN THIS APPLICATION BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE GOVERNING EXXONMOBIL COMMERCIAL CHARGE ACCOUNT. (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE UNDER THE AGREEMENT. By signing below on behalf of your business, you represent that your business is a valid business entity; that all purchases made on this Account, if approved, will be for purposes other than personal, family or household use; and that you are an authorized representative of this business with the authority to enter into contractual agreements. On behalf of the business, you certify that all information provided in this Application is complete and accurate. You agree to be bound by the terms of the governing credit agreement of the type elected in this Application, and you authorize us to obtain information about your business from credit reporting agencies and other sources we deem appropriate in considering the Application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this Application or in receiving or collecting the Account. You also understand that credit on this Account, once approved, will be extended by General Electric Capital Corporation ("GECC"), and that there is no binding contract between us until GECC approves and accepts this Agreement.

<input checked="" type="checkbox"/> SIGNATURE	DATE	PRINTED NAME	TITLE
---	------	--------------	-------

COMMERCIAL CHARGE ACCOUNT AGREEMENT (FOR BUSINESS USE ONLY)

1. GENERAL. This ExxonMobil Commercial Charge Account Agreement ("Agreement") governs the use of your ExxonMobil Business Card account or your ExxonMobil Fleet Card account (your "Account"). Please read and keep this Agreement for your records. In this Agreement and on your billing or statement ("Statement"), the words "you" and "your" refer to each person or business entity that signs the Application (which is incorporated herein by reference) or on whose behalf the Application and Agreement is signed. "We", "us" and "our" refer to General Electric Capital Corporation. The Account shall be used for the purchase of merchandise and/or services ("Purchases") from Exxon Mobil Corporation ("ExxonMobil"), Exxon and Mobil-branded dealers, distributor services stations and other authorized locations ("Seller") for your business use. "Card" means the plastic card that you requested be issued to you under this Agreement for Purchases you make from time to time under your Account. The effective date ("Effective Date") of this Agreement will be the earlier of the (i) date you sign an Account application that is approved by us, or (ii) the first date that any authorized person uses the Account (in NY, the first date that you or someone authorized by you signs a sales slip or memorandum indicating a Purchase on the Account). We reserve the right to decline to authorize any Purchase or to change your Credit Limit at any time. You may use your Card to make Purchases on credit from time to time under your Account, up to any credit limit we may establish for your Account (your "Credit Limit").

2. ASSIGNMENT. You may not assign any of your rights or obligations under this Agreement or the Account without our prior written permission; we may withhold such permission in our sole discretion. We are not required to give you notice of our assignment of our rights, obligations and interest in this Agreement or the Account.

3. ACCOUNT FOR COMMERCIAL PURPOSES ONLY. This Account will be opened in the name of the business identified for that purpose in the Application for this Account. This Account is established only for the purpose of purchasing goods and/or services from Seller and is to be used for business, commercial or organizational purposes on behalf of the business. You agree that this Account shall be used only for the Purchase of goods/services for commercial or business purposes, and not for personal, family or household (or in NC, SC and WI, agricultural) purposes. You understand that your agreement not to use this Account to Purchase goods/services for personal, family or household (or in NC, SC and WI, agricultural) purposes means that important duties imposed on us, and important rights conferred upon a consumer, pursuant to certain federal or states laws, will not apply to this Account. You also understand that we will be unable to determine whether any given Purchase conforms to the requirements of this section. You agree that a breach by you of the provisions of this section will not affect our right to enforce our promise to pay for all amounts owed under this Agreement, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer account.

Any person signing the Application personally attests that the buyer is a valid business entity in good standing under the laws of the jurisdiction of its organization, or a qualified religious, educational or other non-profit entity, or a government agency or instrumentality; and that the buyer had duly authorized the execution of the Application and the person signing the Application to execute and deliver the Application and the Agreement on its behalf.

4. PROMISE TO PAY. You may buy from Seller goods and/or services described in the sales invoice(s) for the cash price(s) shown on such invoice(s). By signing the Application accompanying this Agreement, you have requested that we establish this ExxonMobil Account for your business use and that we permit you to charge Purchases under the terms of this Agreement. If you elect to make Purchases under the Account from time to time, you agree to pay for all Purchases charged to your Account and all other charges mentioned below, according to the terms of this Agreement. You understand that we will be unable to determine whether any given Purchase you charge to your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that your promise to pay, as contained in this section, will apply to all Purchases made by you or by anyone on your behalf whether or not the Purchase was in fact authorized by and for the benefit of that business. The amount of the Purchases made by you under the Agreement are reflected on the sales slips provided to you in connection with your Purchases made under this Agreement from time to time. Such sales slips are deemed a part of this Agreement and are hereby incorporated by reference. All Purchases charged to this Account made during a monthly billing period and any service fees will be shown on the Statement for that period and payment of the entire balance (the "New Balance") is due in full promptly.

5. TERMS AND CONDITIONS OF SALE. You agree that any Purchase of goods and/or services charged to your Account under this Agreement will be solely governed and controlled by the terms and conditions found in the Seller's Invoices, order forms and this Agreement, and any other terms set out in your purchase order or any other or different form shall not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a purchase.

6. LATE PAYMENT CHARGE. In the event that we do not receive your payment of the New Balance by the Payment Due Date shown on your Statement, you will be in default. You agree that your default in paying the amount owing on your Account will damage us, insofar as we will incur expenses (a) associated with monitoring and collecting your Account and (b) for bank or similar credit we will have to obtain because you have not paid in a timely fashion. We may assess a Late Payment Charge on the unpaid amount at a rate permitted by applicable law. The Late Payment Charge will be calculated on that balance at a rate of 1.5000% per month (ANNUALIZED RATE 18%) all states (and Puerto Rico), except in the states below:

STATE	MONTHLY LATE CHARGE RATE	ANNUALIZED LATE CHARGE RATE
AL, DC, OH	.6666%	8.0%
AR, DE	.6600%	7.92%
AK	.7500%	9.0%
CA, MO, ND, SD, TN	.8333%	10.0%
CO, NC, VA	See Below	See Below
CT, HI, MT, VT, WA, WI	1.0000%	12.0%
IA	.4166%	5.0%
KS	1.2000%	14.4%
KY, M	1.5800%	6.96%
MN	.6250%	7.5%
MS	.7916%	9.5%
OR	.8750%	10.5%
PA	.5000%	6.0%
NE, NJ, NY	1.3300%	15.96%

In CO, you will be assessed a one-time Late Payment Charge equal to 1.5% of the unpaid amount or \$10, whichever is less; in NC, you will be assessed a one-time Late Payment Charge equal to 1.25% of the unpaid amount or \$5, whichever is less; and in VA, you will be assessed a Late Payment Charge equal to 1.5% per month on the unpaid amount, but in no event more than 4.5% (determined on an annual basis). Notwithstanding any other term of this Agreement, if you are a State agency or instrumentality, you will not be subject to any Late Payment Charge.

The Late Payment Charge will be figured by applying the above-stated monthly late charge rate (for customers on weekly billing, the Annualized Late Charge Rate divided by 52, except CO, NC and VA where a monthly Late Payment Charge will be applied) to the adjusted balance on the Account, which we get by taking the balance you owed at the end of the previous billing period after subtracting any unpaid Late Payment Charge and any payments received and credit issued during the present billing cycle. This amount will be added to your Account balance at the end of each billing cycle while your default continues, except that no Late Payment Charge will be imposed in the billing cycle in which your default is cured by repayment of all amounts owing on your Account.

7. PAYMENTS. When there is a New Balance shown on your Statement, you agree to pay the entire New Balance in time for receipt by us by the Payment Due Date shown on the Statement.

All payments, except disputed payments (as defined below), must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5:00p.m. for ExxonMobil Business Card Accounts, or after 12:00p.m. (noon) for ExxonMobil Fleet Card Accounts, on any business day will be credited on the next business day. Credit to your Account may be delayed up to five days if payment is (a) not received at your Payment Address, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) not accompanied by the top portion of your Statement. Delayed crediting may cause you to incur a Late Payment Charge. You understand, however, that payments may not be made, and may not be deemed received by us, at any locations other than your Payment Address.

Except as specified in section 8 below with respect solely to the determination of the extent of our security interest and subject to any requirements of applicable law, we reserve the right to select the method by which payments are allocated to your Account in our sole discretion. Depending on how you use your Account, such as when you make payments, the amount of your payments and the types of transactions you make, the particular payment allocation method that we use may result in higher amounts of service fees on your Account. Although we post your payments in the manner described above, in certain limited circumstances, your available Credit Limit may not be restored for up to seven days (or longer, in rare circumstances) after we receive your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.

All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on your Statement, not the Payment Address.

8. SECURITY INTEREST. Except in CT, MO (on merchandise under \$150), NC, and NY (on any merchandise under \$200), you grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full (in NY, not to exceed five years from the date the merchandise is posted to your Account). Solely for the purpose of determining the extent of our security interest in each item of merchandise, your payments will be allocated to pay off each Purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). For purposes of determining the amount owing on your Account, payments will be credited only once at the time of payment to the then-outstanding balance of your Account. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling (and in NY, in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become a part thereof).

9. EXXONMOBIL FLEET CARD PROGRAM. If you apply for the ExxonMobil Fleet Card, you will be assessed a one-time enrollment fee of \$50. There is no enrollment fee for the ExxonMobil Business Card or the ExxonMobil Fleet Card for Tax-Exempt Organizations. On ExxonMobil Fleet Card Accounts, we will also assess a monthly accounting fee of 0.5% of total purchases made each month. In return for this fee, we will provide you with detailed transaction reports on ExxonMobil Fleet Card Accounts. There is no accounting fee for the ExxonMobil Business Card or the ExxonMobil Fleet Card for Tax-Exempt Organizations. As part of the ExxonMobil Fleet Card Program, you may elect options which will allow you at the time of a sale to record certain information intended to be included or used in future monthly billing statements. This information may include but is not limited to: odometer, vehicle number, driver ID, or other user information. We may report this information to you or make calculations based on this information, but will not be responsible if the information is inaccurately recorded or omitted entirely. All other terms and conditions of this Agreement shall apply to the ExxonMobil Fleet Card, the ExxonMobil Business Card, and the ExxonMobil Fleet Card for Tax-Exempt Organizations.

10. CREDIT AUTHORIZATION. Some purchases will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen.

11. TERMINATION/CHANGE IN TERMS. You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future Purchases; (c) change your Credit Limit; or (d) change or delete any term or condition of, or add new terms to, this Agreement relating to your Account. Unless prohibited by law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. Without implying any liability for us for any other matter, you acknowledge that you have been advised that credit may be denied by us, and you release Seller, GE Capital, and any other assignee from any liability for failure to approve extending of credit. When required by applicable law, we will mail a notice of any change(s) or addition(s) to you. Upon any termination of this Agreement by you or us, you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement.

12. DEFAULT. Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to pay your New Balance when due as described in section 4 above; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the Credit Limit on your Account. After your default or your death, in addition to imposing the Late Payment Charge described in section 6 and subject to the limitations of applicable law, we have the right to: (i) reduce your Credit Limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment is received of the amount owing on your Account; (iii) require immediate payment of your entire Account balance and all fees and other charges listed in this Agreement; (iv) bring an action to collect all amounts owed; (v) repossess, to the extent permitted by applicable law, the goods for which full payment has not been received; and (vi) take any other action allowed by law. If after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorneys' fees.

13. LIABILITY FOR UNAUTHORIZED USE. The Card is issued to you by us at your request and you agree to destroy it upon demand. You may be liable for the unauthorized use of your Card or Account. You agree to promptly notify us if your Card is lost or stolen or if possible unauthorized use of your Card or Account by writing ExxonMobil Card Center, P.O. Box 103032, Roswell, GA 30076 or by calling us at 1-800-903-9966. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50 (in NY, you will have no liability for unauthorized use of the Card prior to the Effective Date). If you orally give us notice concerning loss or theft, you agree to confirm in writing. You agree that unauthorized use does not include use by any persons who you have given authority to use the Card or Account and that you will be liable for all use by such persons. To terminate that authority, you must notify us at 1-800-903-9966.

14. CREDIT REPORTS AND ACCOUNT INFORMATION. The credit of your business and the personal credit of any Personal Guarantor will be used in making credit decisions. You authorize us to investigate the credit worthiness of your business by obtaining credit reports and making other inquiries as we deem appropriate. Any individual signing the Application, including any Personal Guarantor, authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. In the event that this Account is not paid as agreed, we may report the liability of your business and the Personal Guarantor, and the status of this Account, to credit bureaus and others who may lawfully receive such information.

15. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT. You authorize and direct us to furnish information about you and your Account to ExxonMobil (and its affiliates) to enable ExxonMobil to update its customer records for you, and in connection with the offering of products and services to you, among other purposes. In addition, from time to time we may furnish to other nonaffiliated third parties information about you or your Account in connection with the offering of products and services to you and for other purposes. You may request that we not furnish information about you and your Account to nonaffiliated third parties (other than ExxonMobil and its affiliates) by writing to us at P.O. Box 103032, Roswell, GA 30076 or by calling us toll-free at 1-800-903-9966.

We may also use and furnish to our affiliates information on our experiences and transactions with you, as well as additional information about you and your Account (such as non-identification application information and information from consumer reporting or business rating agencies). You can request that we discontinue furnishing to our affiliates information about you or your Account that does not relate solely to identification information or our experiences or transactions with you by writing to us at P.O. Box 103032, Roswell, GA 30076 or by calling us toll-free at 1-800-903-9966.

You agree to this use and furnishing of information unless you notify us as provided in this paragraph for third parties and/or affiliates. Of course, our rights to use and furnish information under this paragraph are in all cases subject to the requirements of applicable law.

16. TELEPHONE MONITORING. We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring.

17. NO WAIVER BY US. We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to impose such fee or other amount or exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, we may, at our option: (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations; (b) agree to extend the due date of any payment due under this Agreement for any length of time; (c) release any security interest we have in connection with this Agreement, and/or (d) release any other person responsible under this Agreement, without notifying you and without releasing you from the obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement.

18. CHANGE OF ADDRESS. You agree to notify us promptly if your company changes its address. Until we are notified that your company's address has changed, we will continue to send Statements and other notices to the last address for the company we maintained on your Account. You agree that when we are notified that your company has a new address, the terms of this Agreement specifically applicable to the state of the billing address on the Account will apply to the entire balance of your Account.

19. GOVERNING LAW. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW), AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS AGREEMENT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS AGREEMENT WILL BE GOVERNED BY SUCH LAWS, UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT IN WHICH CASE THOSE TERMS WILL APPLY.

20. SEVERABILITY. If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall still be valid and enforceable.

21. ENTIRE AGREEMENT. This Agreement and any Application you signed or otherwise submitted in connection with this Agreement constitutes the entire agreement between you and us relating to your Account and supercedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.

22. CERTAIN WAIVERS. You and any guarantor of this Agreement each waive the right of "presentment" and "notice of dishonor" to the fullest extent permitted by applicable law. "Presentment" means the right to require us to demand payment amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You and any guarantor of this Agreement each also waive demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

23. DATE OF AGREEMENT. If your application for credit is approved, this Agreement is deemed dated as of the date of your signature on the Application.

FEDERAL AND STATE NOTICES

NOTICE FOR NEW JERSEY RESIDENTS: Where this Agreement refers to acts or practices that may or will be taken by us unless prohibited by, or unless required by, or subject to, or as permitted by the requirements or restrictions of "applicable law," New Jersey law permits or requires the act or practice.

NOTICE FOR MARYLAND RESIDENTS: Maryland Accounts are subject to Subtitle 9 of Title 12 of the Maryland Commercial Law Article.

NOTICE TO BUYER: (A) DO NOT SIGN THIS APPLICATION/AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (C) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT BEFORE THE BALANCE IS DUE. (D) ANY PERSON SIGNING THIS APPLICATION/AGREEMENT ATTESTS THAT (1) THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATIONAL, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; (2) PURCHASES MADE HEREUNDER WILL BE FOR OTHER THAN PERSONAL, FAMILY OR HOUSEHOLD USE; AND (3) THE BUYER HAS AUTHORIZED (I) THE EXECUTION OF THIS APPLICATION/AGREEMENT, AND (II) THE PERSON SIGNING THIS APPLICATION/AGREEMENT TO EXECUTE THIS APPLICATION/AGREEMENT ON THE BUYER'S BEHALF.

Your signature on the application represents your signature on this Agreement and is incorporated by reference.

EXXONMOBIL
[92425]

C94F (4/01) 3037-BRC-T&C

APPENDIX E
CLARIFYING LETTER



KENNETH J. RINGLER, JR.
COMMISSIONER

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
MAYOR ERASTUS CORNING 2ND TOWER
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

ROBERT J. FLEURY
FIRST DEPUTY COMMISSIONER

RICHARD A. REED
DEPUTY COMMISSIONER AND COUNSEL

February 15, 2002

General Electric Capital Corporation
7840 Roswell Road, Bldg. 400
Atlanta, GA 30350

Attn.: Joyce DeZaiffe

Re: Request for Proposal for
Statewide Fuel Credit Card System

Dear Sir/Madam:

I am writing to you following our ongoing discussions regarding certain provisions of the Appendix A, Standard Clauses for all New York State Contracts. As indicated to you previously, the terms and conditions of Appendix A are included in all State contracts primarily based upon the express direction of the New York State Legislature, which restricts state agencies' authority to agree to changes therein. Therefore, Appendix A was made part of the above RFP and will be incorporated into any contract entered into pursuant to such RFP. Although we will not be able to delete any Appendix A provisions from any contract that may be entered into with your firm, please be advised that this office is providing this letter to memorialize its opinion as to the reasonable interpretation of certain provisions of Appendix A that are of concern to your firm. Please be advised that this office's interpretation is not binding upon any other State agency or court of the State of New York.

Paragraph No. 4 concerns the provision of Workers' Compensation benefits. Our understanding is that the Workers' Compensation Law would only have application to those of your employees that actually perform services within the State of New York.

Paragraph No. 5 pertains to both State and federal statutory and constitutional non-discrimination provisions. We cannot offer an opinion regarding any federal

requirements. As far as Article 15 of the Executive Law is concerned, with the exception of Section 298-a thereof that describes the application of the Article to certain acts committed outside the State of New York, we interpret such Article to have application only within the State of New York. It is this office's opinion relative to the Labor Law provisions mentioned in Paragraph No. 5 that the provision of a Statewide Fuel Credit Card System does not constitute either a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies or a building service contract as defined by Section 230 of the Labor Law.

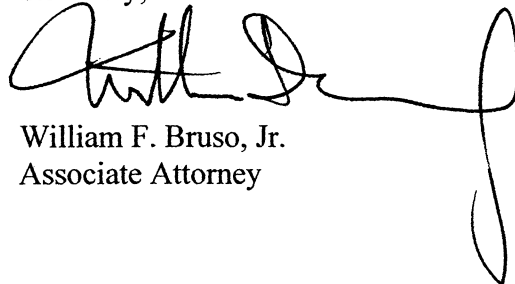
Paragraph No. 6, entitled "Wage and Hour Provisions", applies by its terms to only public works contracts covered by Article 8 of the NYS Labor Law or building service contracts covered by Article 9 thereof. It is this office's opinion that the provision of a Statewide Fuel Credit Card System does not constitute either a public work or a building service, as defined by the Labor Law.

Paragraph No. 12 concerns equal employment opportunities for minorities and women, as required by Section 312 of the Executive Law. We are particularly surprised that a large corporation like GE Capital would have any concern whatsoever of being in compliance with these provisions. Nonetheless, it seems that one reasonable interpretation of this statute would be that it is not applicable, as the provision of a Statewide Fuel Credit Card System would not constitute "a written agreement...providing for a total expenditure in excess of \$25,000.00...for...services...", because the credit cards are to be provided free of charge with no interest component, and the actual expenditures will be made for individual discretionary gasoline purchases.

For the same reason as set forth above concerning Paragraph No. 12, we are of the opinion that the \$1 million threshold specified for the Omnibus Procurement Act of 1992 in Paragraph No. 20, would not be reached as regards this contract.

I hope you find this letter helpful. It is being provided given the special circumstances of this procurement, and should not be construed as a precedent for future contractual dealings with the State of New York. Feel free to call me at (518) 473-4982 with any questions you may have.

Sincerely,



William F. Brusco, Jr.
Associate Attorney

cc: R. Reed
A. Phillips
F. Hecht

Vendor Contact Information for Easy Reference

ARCO
800-526-2667
www.arcogas.com

BP Oil Company
888-456-8837
www.bpbusinessplus.com

ChevronTexaco
888-243-8358
www.chevronbusinesscard.com

CITGO Petroleum Corp.
800-331-5483, ext. 4133
www.citgo.com

Comdata Bus. Fleet Svcs.
615-376-6902
www.icconnectdata.com

Commercial Fuel Network
800-899-2236 www.cfnnnet.com

ConocoPhillips
281-293-1573
www.conocophillipsfleet.com

ExxonMobil
713-680-7254
www.exxonmobilfleetonline.com

FleetCor Technologies
800-877-9014

MasterCard International
888-321-9119
www.mastercardbusiness.com

Pacific Pride Services, Inc.
800-367-5066

PS Energy Group, Inc.
800-334-7548
www.psenergy.com

Shell Oil Co.
281-754-1716
www.shellfleetcard.accountonline.com

Sunoco Inc.
215-977-6879 www.sunocofleetnet.com

Visa
773-864-7136

US Bank Voyager Fleet Systems Inc.
800-987-6590
www.fleetcommanderonline.com

Wright Express LLC
800-395-0812
www.wexonline.com

Company Name	Odometer Entry Req.	Daily Fuel Limit	Fuel Type Restriction	Fuel Location Limitation	PIN Valid. Req.	Transaction Date/Time	Vehicle ID	Driver Name	Station Location	Odometer Reading	Fuel Type
ARCO	Optional	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BP Oil Company	Optional	No	Exception Reports	No	Optional	Yes	Opt.	No	Yes	Yes	Yes
ChevronTexaco	Optional	No	No	On-site station card	Optional	Yes	Yes	Yes	Yes	Optional	Yes
CITGO Petroleum Corp.	Optional	Client choice	Optional	Yes, in-store card, optional otherwise	Driver ID optional	Yes	Opt.	Opt.	Yes	Optional	Yes
Comdata Bus. Fleet Svcs.	Optional	Yes	Yes	Yes	Optional	Yes	Yes	Yes	Yes	Yes	Yes
CFN	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ConocoPhillips	Optional	Client choice by card	Yes	With station control card	Yes	Yes	Client choice	Client choice	Yes	Client choice	Yes
ExxonMobil	Optional	Yes	Yes	Only with in-station card	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FleetCor Technologies	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MasterCard Corporate	Optional	Yes	No	Varies	Optional	Yes	Yes	Yes	Yes	Yes	Yes
MasterCard Public Sector	Optional	Yes	No	Varies	Optional	Yes	Yes	Yes	Yes	Yes	Yes
Pacific Pride Services, Inc.	Optional	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PS Energy Group, Inc.	Optional	Client choice	Yes	Yes	Optional	Yes	Yes	Yes	Yes	Yes	Yes
Shell Fleet Plus	Optional	Exception report	Exception report	Yes	Optional	Yes	Yes	Yes	Yes	Optional	Yes
Shell Fleet	No	No	No	Yes	No	Yes	Itemized by card #	Itemized by card #	Yes	No	Yes
Sunoco Inc.	Optional	Yes	Optional	Optional	Optional	Yes	Yes	Yes	Yes	Yes	Yes
Visa Fleet	Optional	Client choice	Exception reporting	Yes	Optional	Yes	Yes	Yes	Yes	Yes	Yes
US Bank Voyager Fleet Systems Inc.	Optional	Per day/ mo., \$ per client	Yes, via exception reports	Optional	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Wright Express LLC	Yes	Yes	No (daily except. reporting)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

AF