



Empowering Extraordinary

Element's proposal for
State of Nebraska

For additional information, please contact:

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October 18, 2023

ATTN: Matthew Hansen & Connie
Henrichs

Nebraska State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Mr. Hansen and Ms. Henrichs,

At Element, we understand the unique challenges faced in the Government sector, and as **a leading fleet management company with over 75 years of experience**, we are uniquely positioned to help the State of Nebraska derive immediate savings across its entire fleet operation. The State will benefit from Element's fleet expertise, industry knowledge, and high-quality results. Element Fleet Management is **100% focused** on ensuring the State of Nebraska achieves its overall goals of savings and efficiency. As North America's premier fleet management company, we go above and beyond to develop and manage **a best-in-class fleet program** that is customized based on your specific needs and requirements.

We are pleased to recommend Element's Millennium Fuel program that delivers a one-card solution with superior control and convenience. Among its features are:

- At the pump and custom card authorization controls
- Broad acceptance at over 95% of fuel stations in U.S.
- Real-time PIN management
- Support through Element call center for all driver and/or client fuel program requests
- Enhanced product codes to create more granularity in itemized transaction detail
- Real time alerts during transaction such as dollars per transaction and consecutive declines
- Flexibility in pump prompts, to collect additional information

On behalf of Element Fleet Management, we thank you for the opportunity to respond to your recent RFP. Our intent is to provide a clear and concise response to each of the outlined areas within the request. If you, or any member of the State of Nebraska team have questions regarding the responses or would like additional information on any of our services, please do not hesitate to contact us. We hope the information provided in our proposal will be helpful in your decision to select the firm best positioned to provide the State of Nebraska with maximum savings and superior service. We look forward to the opportunity to meet with you and the State of Nebraska team in person during the coming weeks to review our capabilities in more detail.

Thank you again for your consideration.

Sincerely,

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

William Collins
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A handwritten signature in cursive script, appearing to read "Stephany Bird".

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About Element

A Distinct Approach to Fleet Management

The State of Nebraska's vehicles and equipment are critical for your success. Element Fleet Management offers a range of programs and services designed by fleet experts to increase efficiency, reduce costs, and maximize the value of your company assets. When you partner with Element, you have the advantage of working with a service provider that is 100% focused on strengthening your fleet, so that the State can achieve your organization's overall goals.

It is not what we do but **how we execute** that differentiates Element from competitors.



Financial Optimization: Element's profound financial strength provides us access to capital and funding flexibility to meet changing business needs. Our clients can take solace in knowing Element consistently provides them stability to navigate uncharted waters and uncertain economic conditions. We help create a financial model that's more strategic and optimized for your business and market environment.



Tailored Solutions and Services: Our purpose-built fleet solutions and strategic consulting services are designed to meet the unique needs of your business. Our proven track record of improving client performance delivers robust reporting, data benchmarking, and actionable insights designed to improve strategic decision making and deliver the outcomes you desire. Whether you are looking for driver call center support, total fleet outsource or anything in between, we have you covered.



Unrivaled Expertise and Coverage: Our goal is to give you the peace of mind that your drivers and your fleet are in good hands: As a leading fleet management company with over 75 years of experience, we will provide the State the fleet expertise, industry knowledge, and high-quality support you need to achieve that goal. Our commitment to you is more than keeping your vehicles delivered, licensed, and maintained. It means developing and managing a best-in-class fleet program that is customized based on your specific needs and requirements. We strive to achieve the greatest savings possible and deliver a superior fleet experience to you and your drivers.

Element's Holistic Approach

At Element, we understand that managing a corporate fleet is not just about ordering, fueling and maintaining vehicles. True fleet management requires a holistic approach, maximizing the value of fleet assets throughout their entire lifecycle. We know your fleet is a tool to keep your front-line sales and service teams mobile, engaged with clients and growth-driving for your organization. We make sure your fleet is working for you. We provide your fleet managers and drivers with seamless service and skilled people who work in the background to increase your productivity and save you money.

Furthermore, we understand that **every fleet has a different asset mix and that each fleet is driven by different corporate objectives**. The phrase “one size fits all” simply does not apply. We will assess your fleet against industry trends and benchmarks, and then we will recommend the vehicles, financing approach and products & services that best fit your needs.

Our full-service fleet management program starts with a strategic business plan of milestones measured against performance targets for everything from financing, acquisition and compliance, to maintenance, license renewals, fuel, safety, collision management and driver personal use.





Services

Fuel

Element Fuel Services offers access to a vast network of fuel locations with point-of-sale convenience, purchase controls and reporting to help reduce your fuel spend.



The Element Navigator Program: This one-card solution allows drivers to purchase fuel and is used as identification to show that a vehicle is enrolled in Element's Maintenance program for routine maintenance and repairs. Your drivers have access to the largest proprietary fuel supplier network in the United States; the card is accepted at more than 95% of stations in the U.S. The State can setup parameters to control costs and minimize fraud.

The State will receive valuable benefits from our program that are not available through other reimbursement or fuel card programs, including:

Cost Savings: Our fuel programs reduce the time and effort required by the State by automating card issuance and cancellation based on the status of the vehicle in our system. This allows your team to focus on more important activities. We also connect fuel data with our maintenance and telematics program to improve compliance with maintenance schedules and to identify potential fuel fraud.

Convenience: Our Service Card for Fuel and Maintenance is a one-card solution. This means, based on the State of Nebraska policy, drivers can use the Element Card for managing a multitude of fleet-related services, including fuel, maintenance, car wash, emergency roadside assistance and short- and long-term rentals. We also offer flexible prompts to be able to shut off odometer entry at the pump and merchants have enabled flexible prompts at the pump.

Exception Reporting: Fast access to comprehensive fuel information in the online Report Center and Dashboard enables the State to identify policy exceptions, monitor trends in your fleet and take steps to manage your fuel costs. Our technology platform searches your fuel data for multiple fuel purchases, purchases of high-octane gas and purchases over tank capacity. View the driver, the vehicle and the data related to the exception and send a system generated email personal to that driver addressing the exception. For more accurate reporting and policy enforcement, we use the industry standard NACS codes for reporting itemized purchases. This enhances the exception reporting to determine if a driver's purchases are within policy and understand fueling behaviors in greater detail.

Benchmarking: We will use our industry-leading benchmarking studies to compare your fuel spend to a selection of best-in-class fleets. For fuel, the benchmark data includes several key performance metrics, including cost per unit per month, cost per mile, and miles per gallon per 100km.

Integration: We believe your experience should be seamless between products, services, and reports, so we are constantly seeking ways to integrate your data. For instance, we integrate your fuel data into our maintenance management program allowing us to issue preventative maintenance reminders based on time and mileage. The mileage data helps our technical advisers make better repair decisions. Additionally, we have identified areas of integration with our telematics product that will provide better fuel card protection and improve the accuracy of the odometers entered by the drivers. Our telematics device provides the location of the vehicle that can be matched with fuel card transactions ensuring your vehicle is at the fueling location.

Security and Fraud Protection

You can count on our program to be secure, flexible, and convenient for the State. Each vehicle is assigned an individual card, and each driver can receive an individualized Personal Identification Numbers (PIN) that protects the card from fraud and misuse.

We offer a closed loop card product, which means that, unlike regular credit cards, your Element Navigator fuel card is accepted only at locations supplying fuel. Your client service team will work with you to establish security and authorization controls that meet your organizational needs.

Clients can determine if cards will be:

- Restricted, only allowing for fuel purchases. We will dispute any non-fuel charges that are presented to the Element fuel operations team.
- Unrestricted, allowing for purchase of fuel, maintenance, wiper blades, and miscellaneous store items.

In addition to restricting access based on PIN, controls can be set up on a client's fuel account that include:

- Restricted transactions to fuel only
- Limited daily number of transactions & dollar amount
- Restricted purchase time of day and day of week
- Layered authorization controls for daily and weekly or monthly spend limits
- Product type controls that are real dollar controls vs. pre-authorization limits
- Restricted payment to outside terminal

Success Stories

Providing consultation on alternative fuels

Situation

- Customer wanted to save fuel costs and decrease dependence on foreign oil

Solution

- Element helped customer launch a compressed natural gas (CNG) pilot

Impact

- **\$64,000** savings on initial pilot purchase, with potential for more savings on additional units
- Customer gained alternative-fuel option, helping to control operational expenses and reduce carbon footprint



The State can initiate flexible exception reports that email alerts to your fleet managers for all fleet transaction data falling outside your pre-defined parameters. These reports enable you to take prompt corrective action on individual transactions.

*For pay-at-the-pump transactions, the purchase amount may exceed the State 's pre-authorized limits, since these transactions are authorized prior to actually pumping fuel.



Next Steps

Pricing Appendix

Element Fleet Management State of Nebraska		
Fuel	Measure	Price
Fuel Card Fee	\$ per vehicle per month	\$0.00
Fuel Rebate	%	100 BPS
Fleet Partnership Solutions (Monthly Management Fee)	\$ per vehicle per month	\$0.00
Fuel Card Replacement	\$ per replacement card	\$7.50
Overnight Fee	\$ per unit	\$15.00

Insurance Requirements

PAGE/SECTION	COMMENT
Page 15	We will not pay attorney fees; the State of Nebraska must represent us due to their drivers driving the vehicles.
Page 20/Sec. 2 &3	We are not driving vehicles.
Page 20/Sec. 5	Not applicable to Element Fleet Management
Page 20	"If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State." The State of Nebraska would be subject to our subcontractor agreements. Any subcontractors used is a separate agreement between Element and subcontractors.
Page 24	We cannot comply with the mandatory COI subrogation waiver language or the mandatory COI auto liability waiver language

References

State of Maryland (Statewide Maintenance Contract)

Joseph C. Consoli, Director, Dept. of Budget and Management
 State Fleet and Travel Management Services
 Louis L Goldstein Treasury Building, Annapolis, MD, 21404
 (410) 260-7195 joseph.consoli@maryland.gov

Additional references available upon selection.

Element Fleet Management

RFP Disclaimer

This proposal (including any contemporaneous or subsequent additions and/or online submissions) represents a good faith response by Element Fleet Management* ("Element") to your request for proposal, and Element agrees that this proposal will serve as a basis for negotiations between the parties and appropriate terms incorporated into final agreements. Nothing contained in this proposal should be considered accounting, engineering, legal or tax advice. Element specifically disclaims any express or implied representations or warranties directly or indirectly related to accounting, engineering, legal or tax matters. This proposal is delivered with the understanding that you will seek guidance from your own accounting, engineering, financial and legal advisors and make your own determinations. This proposal and its terms are contingent upon appropriate credit approval and negotiation of a final agreement dealing with the subject matter of this proposal, which is mutually satisfactory to the parties. As part of our credit review and onboarding process, Element will confirm your legal name, address, and other identifying information. Element may also ask to see identifying documents. It is understood that neither your request for proposal nor our response creates any legal obligation, and no rights, liabilities or obligations arise from this proposal or the discussions we have had or may have in the future prior to execution of a final agreement. No oral commitments are valid or binding. Neither your request for proposal nor this proposal will be incorporated by reference in the final agreement. DriverCare is a trademark of CEI, a wholly owned subsidiary of Element Fleet Corporation, and such trademark may not be used by others except under a written license from CEI or Element Fleet Corporation. You may not incorporate the DriverCare trademark, or any other CEI or Element Fleet Corporation trademark, in whole or in part, into any marketing, advertising, or any other publicly available publication without the express written consent of CEI or Element Fleet Corporation. As a general matter, the pricing terms established in this proposal are valid for 30 days, except for the interest component, which is valid for thirty days from the submission date of this proposal. All pricing and rates are based upon payment within 10 days from the date of invoice. Notwithstanding the foregoing, Element reserves the right to modify pricing and interest terms at any time in the event financial markets experience substantive deterioration subsequent to this submission.

*Element Fleet Management is the marketing name for Element Fleet Corporation in the United States and Element Fleet Management Inc. in Canada.

Pricing Disclaimer

All pricing contained herein is based on representations made by the Client regarding anticipated service types, levels and volumes. As such, Element reserves the right to modify the pricing to reflect the actual services provided. Element reserves the right to modify pricing and interest terms at any time in the event financial markets experience a change. Additional fees may apply.

Client Feedback

At Element, we always aim to provide a flawless experience. A critical part of providing superior service is gathering feedback from our clients and prospects. We regularly survey our clients, their drivers, and



suppliers on a variety of topics, and we have an active and valued Client Advisory Board. In line with our culture of continuous improvement, and as part of our efforts to always do better and be better, we welcome the opportunity to solicit your feedback on our performance throughout the bid process. Please be on the lookout for a request at the end of the process.

ATTACHMENT A

6819 Z1

Bidders are required to complete all forms listed in this attachment.

Forms A.1 – A.4 are to be included as part of the Technical Approach.

Form A.5 is to be submitted as the Rebate Proposal

- Form A.1: a. Mandatory Project Requirements
b. Project Requirements
- Form A.2: Baseline Functional Requirements
- Form A.3: State of Nebraska Specific Functional Requirements
- Form A.4: University of Nebraska Specific Functional Requirements
- Form A.5: Rebate Proposal (separate attachment)

FORM A.1.a

Mandatory Project Requirements

Request for Proposal Number

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

Yes No Bidder must be an authorized issuer of cards for the purposes detailed in Section V of this RFP.

Yes No Bidder must have a minimum of five (5) years experience providing Fleet Fuel Card services to a program of similar size.

FORM A.1.b

Project Requirements

Request for Proposal Number

Please answer the following question with a check mark after the appropriate response.

Yes No Has your company completed the Viewpoint Diversity Score Business index survey conducted by the Alliance Defending Freedom?

Please answer the following two questions and if a yes answer is given, please disclose those commitments.

Yes No Has your company made any public statement or enacted any policies which commits all assets under management to be used for a social or political purpose? If yes, please disclose those commitments.

Yes No Is your company a member of any organizations or associations which require members to use all assets under management for a social or political purpose? Examples include, but are not limited to, GFANZ, the Net Zero Banking Alliance or Climate Action 100. If yes, please disclose those commitments.

FORM A.2

Baseline Functional Requirements

6819 Z1

Each bidder must use this format to respond in a detailed manner and explain how the bidder will comply with the follow statements, based on the current services.

GENERAL REQUIREMENTS	
2.1	<p>Currently there are two categories for vehicle related items, Fuel and Vehicle accessories. Describe what is included in each category.</p>
	<p>Response: Our state-of-the-art fuel program is greatly differentiated from our competition due to several client-facing benefits. Clients identify three primary differentiators of Element’s fuel card management:</p> <p>Cost Savings: We work with State of Nebraska to identify cost savings opportunities unique to your fleet and to optimize your fuel expense. Specifically, our fuel programs reduce time and effort State of Nebraska spends on fueling issues by automating card issuance and cancellation based on the status of the vehicle in our system. This automation allows your team to focus on more important activities. In addition, we also connect fuel data with our maintenance and telematics program to improve compliance with maintenance schedules and to identify potential fuel fraud.</p> <p>Convenience: Our Service Card for Fuel and Maintenance is a one-card solution. This means, based on State of Nebraska policy, drivers can use the Element Card for managing a multitude of fleet-related services, including fuel, maintenance, car wash, emergency roadside assistance, and short- and long-term rentals. We also offer flexible prompts to help customize the fueling experience for drivers.</p> <p>Control: Our enhanced card security and fraud alerts help protect State of Nebraska from fuel fraud. Our PIN functionality adds a layer of protection to help ensure that only those authorized to use the card are using it. We are also able to limit when and how the card can be used. For example, you can limit the days of the week and/or the time of day the card is accepted. You can also limit the number of transactions and dollars spent per day, set up product-type controls, set up layered authorization spend limit controls at daily and weekly/monthly levels, or restrict payment to outside terminals for fuel only. Real-time alerts can monitor many exception types, such as dollars per transaction and total consecutive declines.</p>
2.2	<p>The State and University of Nebraska are exempt from Federal fuel taxes and Nebraska state taxes on non-fuel items. The State and University will provide tax exempt certificates upon final contract. Detail how your Fleet Fuel Card software can track these taxes and provide an invoice that does not include taxes.</p>
	<p>Response: Generally, taxes are embedded in the fuel fees, but Element will work with the State to explore a solution to exclude these taxes from the charges.</p>

2.3	<p>The State and University have several refueling sites in Nebraska; please detail how the State and University can “privatize” your fuel card code to enable the State and University to process fuel transactions directly into our fleet management system (FMS) from these sites.</p>
	<p>Response: We offer a closed loop card product, which means that, unlike regular credit cards, your Element Millennium fuel card is accepted only at locations supplying fuel. Your Client Service team will work with you to establish security and authorization controls that meet your organizational needs.</p> <p>In the U.S., clients can determine if cards will be:</p> <ul style="list-style-type: none"> • Restricted, only allowing for fuel purchases. We will dispute any non-fuel charges that are presented to the Element Fuel Operations team. • Unrestricted, allowing for purchase of fuel, maintenance, wiper blades, and miscellaneous store items. <p>In addition to restricting access based on PIN, controls can be set up on a client’s fuel account that include:</p> <ul style="list-style-type: none"> • Restricted transactions to fuel only • Limited daily number of transactions & dollar amount • Restricted purchase time of day and day of week • Layered authorization controls for daily and weekly or monthly spend limits • Product type controls that are real dollar controls vs. pre-authorization limits • Restricted payment to outside terminal <p>State of Nebraska can initiate exception reports that email alerts to your fleet managers for all fleet transaction data falling outside your pre-defined parameters. These reports enable you to take prompt corrective action on individual transactions.</p> <p>*For pay-at-the-pump transactions, the purchase amount may exceed the State of Nebraska’s pre-authorized limits, since these transactions are authorized prior to actually pumping fuel.</p>
2.4	<p>Detail how the bidder’s program environment will ensure privacy and security for all data received and stored.</p>
	<p>Response: Our Telematics product relies on required encryption and data security procedures that meet both U.S. and Canadian standards, and the dedicated servers available follow the Patriot Act. We will provide further details of our and our partners’ data privacy practices and standard policies as required.</p>

SPECIFICATIONS	
2.5	Detail if any special hardware and/or card specific software or proprietary software is required to privatize the fuel card.
	Response: Any cost of enhancements will be subject to negotiation between Element and the State.
2.6	Detail the process for the State or the University to order new cards via a secure internet site by authorized users.
	Response: We make requesting fuel cards simple and easy. The State of Nebraska can order fuel cards and replacement cards through our website. If the vehicle is not currently enrolled in our electronic fuel program, you can call our toll-free number and a client support representative will ensure the vehicle is properly enrolled in our system. You can also request a new card or change the status via email to our Client Service team. We will mail a fuel card within two business days. Lost, stolen or damaged cards are subject to a standard fee. Additionally, Element's mobile application enables drivers to cancel a lost or stolen card. A single action on the driver's mobile device cancels the current card and generates a request for a replacement card.
2.7	Detail how the process would differ if the card ordered via a secure site is a replacement due to the card being damaged, lost or stolen.
	Response: Please see above response.
2.8	Detail any Application Programming Interface (API) or process integrations to permit ordering cards in 3 rd party Fleet Fuel Management Systems.
	Response: Any cost of enhancements will be subject to negotiation between Element and the State.
2.9	Detail the process(es) to order new cards or replacement cards, cancel cards, or lock/unlock cards outside of normal business hours of Monday through Friday 8 AM – 5 PM Central Time.
	Response: See Response 2.6
2.10	Detail the timeline from requesting a new card to delivery of the card.
	Response: Requests for new or replacement cards will be processed within two business days.
2.11	Currently replacement cards are issued within five (5) business days. Detail the timeline to request a replacement card to delivery of the card.
	Response: See Response 2.10
2.12	Detail how new or replacement cards will be no cost, including free shipping. Detail how any tracking information is provided when cards are shipped.
	Response: Any cost of enhancements will be subject to negotiation between Element and the State.
2.13	Detail who will bear the cost for express shipping for a new card and for a replacement card if needed.
	Response: See Pricing Matrix.
2.14	Detail how the bidder will be notified if express shipping is required.
	Response: See Pricing Matrix.
2.15	Detail the length of time a card is valid for.

	Response: Our expiration dates are set at a client level and fuel cards expire 36 months. All cards will expire at the same time and automatically re-issued 60 days before expiration. Our standard practice is to send replacement cards via 1st class mail in the U.S.
2.16	Describe how card numbers will be unique when receiving new cards. The State cannot allow recycling of card numbers.
	Response: Numbers are unique to each individual card user.
2.17	Detail what information is maintained and controlled in the magnetic strip or chip.
	Response: Element's remittance info will be shared with The State by our New Business Implementation team during the onboarding process. It will also be present on your invoice.
2.18	Detail how the authorization can be restricted to include an odometer reading and Personal Identification Number (PIN).
	Response: All authorizations will prompt for PIN. Odometer readings must be entered into the fuel pump/kiosk when prompted. The State can then review odometer readings within the vehicle's odometer history in the Xcelerate Odometer History module. After drivers enter the odometer reading at the time of fueling and it is sent by the oil company to Element via the daily file feed, it is "smoothed" through our odometer warehouse's algorithm in order to determine if it passes the program's protocols. If it does not pass, the data is not included in the vehicle's historical odometer capture.
2.19	Currently cards are assigned to a vehicle, equipment or a shop, detail how the bidder can comply. Detail if a card could be assigned to a driver or any additional assignment options available.
	Response: Yes, cards can be assigned individually to drivers. But, cards are issued in Elements system to the vehicle and charges are billed to a vehicle. A driver name can be embossed on the card.
2.20	Detail how the bidder can add a station that is currently not part of the bidder's network.
	Response: Element cannot add a station to the network. That merchant would need to work with Element's co-brand Partner.
2.21	Detail software limits on number of transactions per day for fuel and non-fuel purchases per driver .
	Response: Authorization controls and purchasing restrictions are at an account level, not a card level. An account can be fuel only (Restricted) or allow for car wash, automotive fluids and or general merchandise (Unrestricted). Authorization controls are: Number of swipes per day, dollars per transaction and dollars per day. These can also be set as a weekly or monthly control as well.
2.22	Detail software limits on number of transactions per day for fuel and non-fuel purchases per card .
	Response: Authorization controls and purchasing restrictions are at an account level, not a card level. An account can be fuel only (Restricted) or allow for car wash, automotive fluids and or general merchandise (Unrestricted). Authorization controls are: Number of swipes per day, dollars per transaction and dollars per day. These can also be set as a weekly or monthly control as well.
2.23	Detail times or days that the card cannot be used .
	Response: Cards can be used 24/7/365 or we can restrict an account for day of week or time of day.

2.24	Detail if restrictions can be made to prevent a transaction after a specific time of the day, such as after 6:00 PM.
	Response: Cards can be used 24/7/365 or we can restrict an account for day of week or time of day.
2.25	Detail how dollar limits can be set per transaction.
	Response: Authorization controls are at the account level can be set to a specific dollar limit per transaction.
2.26	Detail how administration can adjust dollar limits per card.
	Response: Authorization controls are at the account level. All cards under that account will fall under those controls. If there are a few cards that need customized controls outside of the account level controls this can be accommodated.
INVOICING	
2.27	Detail how transaction fees are charged.
	Response: If a charge is setup at a per incident fee it would charge the unit based on the transaction being processed. Element bills for charges placed on its service cards in arrears and will not bill its clients until an invoice is received and is processed for payment to the issuing supplier.
2.28	Detail if and how monthly fees are charged for cards issued.
	Response: Monthly fees are charge in arrears based on the services selected with a monthly fee.
2.29	Detail if and how the annual fee for cards is billed.
	Response: Further discussion once contract has been awarded.
2.30	Detail if and how an annual fee for cards is charged even when the card is not used.
	Response: Further discussion once contract has been awarded.
2.31	Detail the timeline from the time of transaction to when the transaction is invoiced.
	Response: Element fees and lease charges are billed in advance. The bill for August, for example, will be generated in late July, with the fees and lease charges due for the coming month of August. A unit or card that is activated after a bill is generated could have back billing of 1 or more months and/or fees on the next invoice. Transactions are processed and then billed the next billing cycle after the transaction is processed.
2.32	Detail the process of billing the State or the University net of Federal Fuel tax or State taxes which the State or University is exempt.
	Response: The state would need to submit tax exemptions to the Element tax team who would verify and enter tax exceptions for the client within GEAC.
2.33	Detail the process if the State or the University receives an invoice that includes Federal fuel tax in error. Include if short paying an invoice is an option and what documentation would be required.
	Response: Any invoice that is received with invalid charged would be reviewed and corrected with 1 billing cycle.
SOFTWARE & REPORTING	
2.34	Describe how often software updates are implemented and how it is communicated to the customer.

	Response: Software updates are periodically, and all communicated in a timely manner.
2.35	Detail how program administrators as well as the bidder can unlock cards.
	Response: All Element cards are active upon production. There is no activation or unlocking of a card needed.
2.36	Detail how the billing cycle close date is chosen.
	Response: Element's billing cutoff is typically the third Thursday of the month. We try to have one 5-week and two 4-week billing cycles per quarter. Any client-requested billing changes must be received by the Friday before the bill runs to be processed on that month's bill. Transactions processed between the last cutoff and the current month's cutoff are included on that month's bill. The billing schedule for the year can be found on Xcelerate.
2.37	Detail all card activation options available.
	Response: All cards are active upon production. There is no activation of cards needed.
2.38	Detail the timeline when a transaction is attempted and declined on a cancelled card.
	Response: Automatically.
2.39	Detail formats available to upload information into the Fleet Management Systems, including card changes and fuel transactions.
	Response: All uploads of data in regards to card and or pin adds and terminations would need to be submitted to Element to manage. Clients do not have access in Xcelerate. Non-billable fuel transactions can be loaded using Element's pre-defined ftp file layout. There is an additional fee for this product.
2.40	Detail report options available to monitor fuel usage. Provide examples and a description of the data included.
	Response: See Response 2.41
2.41	Describe how reports can be requested and customized, include the average wait time before reports are available.
	Response: To best provide the State of Nebraska a superior experience in reporting metrics, Element's online Report Center includes over 270 fully customizable reports. Standard reports are available in all categories, ranging from Acquisition to Remarketing. All reports are downloadable in multiple formats, including Excel and CSV, and report output is fully sortable and analytics-ready. Reports can be scheduled according to your time frame and emailed to designated personnel. Additionally, Xcelerate Intelligence within Xcelerate provides on-demand visibility to data to simplify every aspect of fleet management by providing: <ul style="list-style-type: none"> • An easy-to-use, user centered design • Relevant, actionable data accessible at your fingertips • Key cost drivers to analyze operational trends The State can turn information into action by comparing multiple data points to help make intelligent decisions for better business outcomes.

2.42	Exhibit 9 lists level III data that is required to be captured and reported on all transactions. Can the bidder comply with this list? What additional data is captured?
	<p>Response: In the U.S., Element captures the following Level III data:</p> <ul style="list-style-type: none"> • Odometer • Driver ID • Line item detail (for non-fuel purchases) • Fuel grade • Cost per gallon • Quantity • Purchase date and time • Merchant name and address • Total purchase cost • Account number • Entry method
2.43	Detail how transactions are processed from vendors that are not part of your network.
	Response: Existing OON vendors have already been provided the link to use Auto Integrate in order to process transactions and are already set up in the AP database. Once a transaction has been completed through Auto Integrate, a virtual credit card number is provided to the vendor for the full and exact amount of what was approved.
2.44	The State and awarded bidder must keep historical information for three (3) years after the contract expires . Detail how the bidder will comply.
	Response: More information on this will be provided once contract has been awarded.
2.45	Detail the electronic file types that you will accept for the State and University's vehicle data. Example: Excel, CSV, text files, etc.
	Response: Excel, CSV
2.46	Detail how the software can provide an electronic authorization of a transaction through a point of sales device linked to the primary card provider.
	Response: This will be discussed during the onboarding process by our Implementation team.
CUSTOMER SERVICE	
2.47	Detail the customer service operational hours and if bidder can comply with providing a toll-free number.
	Response: Our customer service team Monday through Friday 9am to 5pm
2.48	Detail how an authorized driver can get a card unlocked while traveling.

	Response: For Fuel, Our customer service team is available Monday – Friday during normal business hours. After hours, drivers would need to use another form of payment if they are being declined.
2.49	Detail any road assistance program available with this contract.
	<p>Response: In the case of an emergency, we know the priority is keeping your drivers safe and caring for your fleet. Our Roadside Assistance program provides 24/7 coverage for your drivers with the capability of assisting any vehicle class anywhere in North America. Our primary service providers are chosen based on the estimated time of arrival, service capabilities, service availability and proximity to the disablement location.</p> <p>Roadside assistance includes:</p> <ul style="list-style-type: none"> • Towing • Jump starts • Key lockout • Fuel-out • Tire service • Winch out service • Risk mitigation and incident management <p>Our providers can dispatch a call anywhere in North America. In remote areas, service providers are willing to travel further geographical distances to reach the scene due to our long-standing relationships with them</p>
	OTHER INFORMATION
2.50	Detail any training available on the operation of the software.
	Response: This will be discussed during the onboarding process by our Implementation team.
2.51	Detail if training materials will be available and the method to obtain them.
	Response: This will be discussed during the onboarding process by our Implementation team.
2.52	Describe the functional and security features of the Fleet Fuel cards. Include if they are chipped and available to tap and pay.
	Response: In the US, our cards are mag strip cards and are not available for tap payment. Our fuel cards are designed for optimum security and convenience; they grant drivers access to fuel pumps at over 95% of fuel stations in the U.S. They serve as electronic signatures for tracking transactions. When the card is swiped at the pump, the encoded account number and vehicle information is captured simultaneously with transaction details, including fueling location, driver’s name, date, time, type of fuel purchased, number of gallons, price per gallon, and total transaction cost. Fuel cards can be restricted to fuel purchases, so non-fuel items will be declined.
2.53	Describe where the Fleet Fuel cards are accepted. If available, provide online access to all locations in Nebraska and throughout the United States.
	Response: Fleet Fuel Cards are accepted at over 95% of fuel stations in the U.S
2.54	Describe the electronic access available to the online system for customer testing during all phases of the implementation process.
	Response: This will be discussed during the onboarding process by our Implementation team.
2.55	Describe who is liable for any transaction after the card has been canceled in the software.

	Response: This will be discussed during the onboarding process by our Implementation team.
2.56	Detail any external fraud protection or fraud training available.
	Response: We take potential threats of fraud very seriously and work proactively to protect our clients. We understand that the risk of fraud increases as gas prices increase and we actively work to combat any instances of fraud. An expert Element team is dedicated to helping you set authorization control limits, research fraudulent transactions, and submit claims to recover 3rd party fraud transactions. Real-time fraud alerts can be set up for monitoring many exception types, such as dollars per transaction and total consecutive declines.
2.57	Detail the dispute process. Include how this can be submitted online.
	Response: This will be discussed during the onboarding process by our Implementation team.
2.58	The State and University requires that the Fleet Fuel card providers system must have redundant systems in place to ensure continual uptime for all functionality in the event, man-made or natural events take place. Detail what redundant systems are in place.
	Response: Concurrently, we work to identify any process gaps and areas for improvement through our Six Sigma tools and controls, monitoring and reviewing results regularly and implementing corrective action immediately if results are lower than our performance targets. To increase prevention and remain proactive, we use data compiled from complaint-trend information to prioritize resources and focus.
2.59	Detail ability to provide soft rubber/neoprene card holder key rings at no cost to the State.
	Response: Element does not provide card holders.

FORM A.3

State of Nebraska Specific Functional Requirements

6819 Z1

3.1	Detail the bidder's ability to provide custom cards with graphics approved by the State.
	Response: Element cannot provide custom plastic stock or graphics. We can provide The State with customized fuel cards that include specific information embossed on each card, such as vehicle or license numbers. We identify your options during the implementation process to help you determine best choices for card customization. There are only 3 lines of embossing that can have static (not variable) free form text. 1. Company Name (20 characters) 2. Maint approval # (12 characters) 3. Maintenance Spend Limit (23 characters) The last line of embossing are fixed variable data in Element's system. (i.e. Client and unit, VIN, Driver Name, Year Make Model, ect)
3.2	Detail how the bidder will furnish all cards (new issue, replacement due to damage or loss) free using standard shipping.

	Response: See Response 2.5 All cards are sent via USPS first class mail at no cost. If courier mail is required there is a fee.
3.3	Currently the State uses a five (5) digit ID/PIN number. Detail how this is compatible with your system.
	Response: Element can only accommodate a Six-digit PIN. They are considered standard best practice. Like a bank ATM card with a pin number, the driver's ID number belongs exclusively to the driver and should never be shared or misused.
3.4	<p>Currently the State uses a vehicle or equipment card with the following information printed on the card. Detail how the bidder can comply with this method.</p> <p>Line 1 – “xxxxx xxx 4 xx 7” Line 2 – “Agency Name” Line 3 – “Tax Exempt and RC30”</p> <p>(Line 1 – First 5 numbers = equipment or PIN number Next 3 numbers = the agency number Number 4 = equipment Next 2 numbers = the issue code number Last number, 7 = check digit) (Line 3 – RC 30 = restriction code)</p>
	<p>Response: There are only 3 lines of embossing that can have static (not variable) free form text.</p> <ol style="list-style-type: none"> 1. Company Name (20 characters) 2. Maint approval # (12 characters) 3. Maintenance Spend Limit (23 characters) <p>The last line of embossing are fixed variable data in Element’s system. (i.e. Client and unit, VIN, Driver Name, Year Make Model, ect)</p>
3.5	<p>Currently the State also uses a shop card with the following information printed on the card. Detail how the bidder can comply with this method.</p> <p>Line 1 – “xxxxx xxx 2 xx 9” Line 2 – “Agency Name” Line 3 – “Shop Card and RC30”</p> <p>(Line 1 – First 5 numbers = PIN number Next 3 numbers = the agency number Number 2 = equipment Next 2 numbers = the issue code number Last number, 9 = check digit) (Line 3 – RC 30 = restriction code)</p>
	<p>Response: There are only 3 lines of embossing that can have static (not variable) free form text.</p> <ol style="list-style-type: none"> 1. Company Name (20 characters) 2. Maint approval # (12 characters) 3. Maintenance Spend Limit (23 characters) <p>The last line of embossing are fixed variable data in Element’s system. (i.e. Client and unit, VIN, Driver Name, Year Make Model, ect.)</p>
3.6	Currently State agency drivers (not NDOT) are allowed up to five (5) transactions and refueling sites are not included. Detail how the bidder can comply.

	<p>Response: Authorization controls (including number of swipes per day) are set at an account level.</p> <p>Question, what are refueling sites? Are these on-site fueling locations? If so, they would not be included in the number of swipes per day.</p>
3.7	<p>Currently NDOT drivers have a soft limit of 8 transactions, extra transactions due to snow removal and refueling sites are not included. Detail how the bidder can comply.</p>
	<p>Response: Authorization controls (including number of swipes per day) are set at an account level.</p> <p>**What are refueling sites? Are these on-site fueling locations? If so, they would not be included in the number of swipes per day.</p>
3.8	<p>Detail who will cover costs for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the Nebraska State Fuel System, the Department of Transportation EKOS card and fuel management system, and Lucity Asset Management Systems.</p>
	<p>Response: Any cost of enhancements will be subject to negotiation between Element and the State.</p>
3.9	<p>Detail how the bidder will restrict ordering approval of new or replacement cards only to the Fuel and Credit Card Systems Manager and authorized staff at the Nebraska Department of Transportation.</p>
	<p>Response: This would be managed through who is provisioned to have access in Xcelerate.</p>
3.10	<p>The State currently has different expiration dates on existing cards, detail how the bidder will stage the deployment of new cards.</p>
	<p>Response: Our expiration dates are set at a client level and fuel cards expire 36 months. All cards will expire at the same time and automatically re-issued 60 days before expiration. Our standard practice is to send replacement cards via 1st class mail in the U.S.</p>
3.11	<p>Currently invoices are received no later than Wednesday for the prior week transactions. They are received electronically and paid within 10 business days after the file has been received. Detail all options available for the State to receive invoices.</p>
	<p>Response: Element will endeavor to align its billing with the current State arrangement.</p>
3.12	<p>Detail how the bidder will complete the implementation and be ready to go live April 1, 2024. Including data conversion, software updates, card distribution, user training and any other requirements to make the Fleet Fuel card system fully operational. Please provide an implementation plan.</p>
	<p>Response: This will be discussed during the onboarding process by our Implementation team.</p>

FORM A.4

University of Nebraska Specific Functional Requirements

6819 Z1

4.1	<p>In addition to the State of Nebraska, the University is exempt from sales tax in FL, IL, KS, MA, MO, ND and TX. Detail how your Fleet Fuel Card software can track these taxes and provide an invoice that does not include taxes.</p>
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	Response: We can provide a tax exempt invoice.
4.2	Detail how the bidder will furnish all cards using standard plastic (new issue, replacement due to damage or loss) at no cost to the University
	Response: Please see Pricing Matrix.
4.3	Detail how the bidder will ship cards (new issue, replacement due to damage or loss) free to the University using standard shipping.
	Response: Please see Pricing Matrix.
4.4	Currently the University uses a six (6) digit ID/PIN number. Detail how this is compatible with your system.
	Response: 6-digit PINs are considered standard best practice. Like a bank ATM card with a pin number, the driver's ID number belongs exclusively to the driver and should never be shared or misused.
4.5	Currently the University uses the following structure printed on their cards. Detail how the bidder can comply. Line 1 – "Vehicle xxx" (xxx may range from 001 to 999UNO) Line 2 – "University of Nebraska" Line 3 – "Tax ID 05-8905401"
	Response: There are only 3 lines of embossing that can have static (not variable) free form text. 1. Company Name (20 characters) 2. Main approval # (12 characters) 3. Maintenance Spend Limit (23 characters) The last line of embossing are fixed variable data in Element's system. (i.e. Client and unit, VIN, Driver Name, Year Make Model, ect.)
4.6	Currently the University drivers are allowed up to three (3) soft transactions per day, meaning if needed the driver can call the vendor to authorize a 4 th transaction. Detail how the bidder can comply.
	Response: Authorization controls (including number of swipes per day) are set at an account level.
4.7	Detail if the card is accepted in Canada and how the currency and liter to gallon conversion is detailed on the billing invoice.
	Response: We have a Fuel Card Program in Canada.
4.8	Detail if the card is accepted in Puerto Rico and how the currency and liter to gallon conversion is detailed on the billing invoice.
	Response: We have a Fuel Card Program in Puerto Rico.
4.9	Detail who will cover costs for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the University GASBOY Plus automated fuel system and FASTER FMS.
	Response: Any cost of enhancements will be subject to negotiation between Element and the State.
4.10	Detail how the bidder will restrict ordering new or replacement cards to only the University Fleet Management Director and the Fleet Management Administrative Staff.
	Response: Please Response 2.5
4.11	Detail how the bidder will deploy cards to the University with one expiration date.
	Response: See Response 2.15
4.12	Detail how the bidder can keep the expiration date the same if a card needs to be reissued. This would allow all University cards one expiration date.

	Response: See Response 2.15
4.13	Currently invoices are received on a weekly basis. They are received electronically and paid on a monthly basis. Detail all options available for the University to receive invoices.
	Response: Please See Pricing Matrix.
4.14	Detail how the bidder will complete the implementation and be ready to go live April 1, 2024. This includes data conversion, software updates, card distribution, user training and any other requirements to make the Fleet Fuel card system fully operational. Please provide an implementation plan.
	Response: This will be discussed during the onboarding process by our Implementation team.

Other than 4.1, I cannot help

4.1 I confirmed that we can do tax exempt by state (per Puneeta)

4.2 Not sure of the process

4.3 Cards are usually mailed, Courier available at client expense

4.4 We are able to set up Six digit PIN numbers – available to be managed on-line

4.5 Do not know process or set up process

4.6 Purchase limits are set by the client as part of the card program – negotiated by the client and the Element Team and as available with the WEX Mastercard

4.7 and 4.8 As far as I know, a foreign transaction would come converted automatically by the card, not sure if Litres to gallons would be though.

I don't know how the US Wex card works for these out of country transactions – is it something that has to be enabled – would they need a different card in Puerto Rico?

4.9 The red items – I am assuming that enhancements, where possible, would be shared depending on the complexity and time to complete ...? Our IT and reporting teams would work with the Client to make the processing of the fuel charges seamless.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X	X	Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) the Executed Contract, 3) Amendments to the Request for Proposal, 4) Questions and Answers, 5) the original Request for Proposal document and any Addenda or attachments, and 6) the Contractor's submitted Proposal, including any terms and conditions or agreements that are accepted by the State.

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 5) the Contractor's submitted Proposal, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. DISCOUNTS

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

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. For the purpose of the RFP, the term "price" includes rebates offered by bidders.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

I. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

J. RECORD OF VENDOR PERFORMANCE

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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

M. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X	X	Delete the following: "and hold the Contractor responsible for any excess cost occasioned thereby."

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

N. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

O. SEVERABILITY

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

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

P. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X	X	<p>Modification: (1) General - “the willful misconduct, gross negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, and representatives, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims. For the avoidance of doubt, the term “Subcontractor” shall not include any Provider. A “Provider” is a third-party or direct service provider (a) who provides direct fleet services (including but not limited to providers of maintenance services, repair services, auto parts, tow and transport services, fuel and fueling services) for the State’s vehicles and (b) that are not under the control or supervision of Contractor, may perform services and provide goods in relation to this Agreement (each, a “Provider”).”</p> <p>(2) Intellectual Property – Addition – “For the avoidance of doubt, the term “Subcontractor” shall not include any Provider.”</p> <p>(3) Personnel – Deletion – “including subcontractor’s and their employees”</p>

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-

Form A

Bidder Proposal Point of Contact

Request for Proposal Number 6819 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	William Collins
Bidder Address:	940 Ridgebrook Rd Sparks, Maryland 21152
Contact Person & Title:	William Collins, Sales Director
E-mail Address:	WCollins@elementcorp.com
Telephone Number (Office):	(347) 574-0838
Telephone Number (Cellular):	(347) 574-0838
Fax Number:	N/A

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

Communication with the State Contact Information	
Bidder Name:	William Collins
Bidder Address:	940 Ridgebrook Rd. Sparks, Maryland 21152
Contact Person & Title:	William Collins, Sales Director
E-mail Address:	WCollins@elementcorp.com
Telephone Number (Office):	(347) 574-0838
Telephone Number (Cellular):	(347) 574-0838
Fax Number:	N/A

Form B
Notification of Intent to Submit Proposal
Request for Proposal Number 6819 Z1

Bidder Name:	Element Fleet Corporation
Bidder Address:	940 Ridgebook Rd Sparks, MD 21152
Contact Person:	William Collins
E-mail Address:	WCollins@elementcorp.com
Telephone Number:	(347) 574-0838
Fax Number:	N/A

The "Notification of Intent to Attend Pre-Proposal Conference" form should be uploaded using the ShareFile link provided in the RFP Schedule of Events, Section I.C.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

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

WC I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Element Fleet Corporation
COMPLETE ADDRESS:	940 Sparks Ridgebrook Rd. Sparks, Maryland 21152
TELEPHONE NUMBER:	(347) 574-0838
FAX NUMBER:	N/A
DATE:	October 18, 2023
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	William Collins, Sales Director

Form A.5
Rebate Proposal
6819 Z1

The bidder must address the following in their rebate proposal:

5.1 Quarterly sales rebate – enter the incentive option percentage for each quarterly sales volume listed below and for each year and renewal periods:

VOLUME REBATE PERCENTAGE MATRIX:								
Minimum Quarterly Sales Volume	PERCENT OF SALES REBATE							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Renewal 1	Renewal 2
\$ 500,000								
\$1,000,000								
\$1,500,000								
\$2,000,000								
\$2,500,000								
\$3,000,000								
\$3,500,000								
\$4,000,000								
\$4,500,000								
\$5,000,000								

5.2 Early Pay Incentive - The State normally pays their invoices 10 business days after receiving them and the University normally pays their bills within 30 days after the invoice date. Provide any early pay incentive percentages in the table below.

EARLY PAY INCENTIVE:					
File Turn Days:	Percentage	File Turn Days:	Percentage	File Turn Days:	Percentage
45		29		13	
44		28		12	
43		27		11	
42		26		10	
41		25		9	
40		24		8	
39		23		7	
38		22		6	
37		21		5	
36		20		4	
35		19		3	
34		18		2	
33		17		1	
32		16		0	
31		15			
30		14			

5.3	Currently the State receives a quarterly rebate deposit. Detail how the bidder can comply and any additional options available to receive the rebate.
	Response: Please refer to Pricing Matrix. There will be further discussion upon awarded contract.
5.4	Has the bidder negotiated discounts with accepting merchants? If so, please provide the merchant, how many locations, and the discount options.
	Response: Please refer to Pricing Matrix. There will be further discussion upon awarded contract.
5.5	Detail any additional options for rebates:
	Response: Please refer to Pricing Matrix. There will be further discussion upon awarded contract.