

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST



Company Name: Gilbarco Veeder-Root

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.14	Manufacturer as Proposer	Gilbarco is the manufacturer of the applicable products and orders by Members will be placed directly with Gilbarco distributor network. These authorized distributors will set the price to the Member based on the pricing in this Proposal and will set any other specific terms and conditions for the Member orders. Gilbarco will provide the Products for orders placed by its authorized distributors, subject to the terms in this RFP and this Form C. Payment terms will be negotiated between the Member and the authorized distributor. If a Member purchases directly from Gilbarco, then payment terms will be 2%/10, net 30.	Not Accepted - See Below
3.35	Warranty	The Warranty for the products will be the attached Gasboy Warranty and Veeder-Root warranty statements, which are an industry standard or better warranty. Both statements are attached in Appendix B.	Not Accepted - See below
5.24	Total Cost of Acquisition	Sales with US: Delivery terms and pricing are CPT Proposer's Dock, Greensboro, NC. Proposer shall arrange for transportation with freight pre-paid from the dock and incurred after the goods are delivered to the carrier. Sales with outside of US: Delivery terms and pricing are FCA Proposer's Dock, Greensboro, NC. Proposer shall arrange for transportation and pay all inland freight from the dock to the first USA port. Freight is charged based on zones within the US.	Accepted
7.5	Performance Bond	Gilbarco will not provide performance bonds.	Not Accepted
Add New Section	Limitation of Liability	Proposer requires the following limitation of liability in no case shall Gilbarco be liable for any special, indirect, incidental, consequential or punitive damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal	Not Accepted - See below

		equitable, or statutory claim, cause of action, or legal theory, in any event, Gilbarco shall be solely liable for actual damages caused by Gilbarco's breach and Gilbarco's maximum liability here under, regardless of the legal theory, shall not exceed the contract price of the goods furnished by Gilbarco.	
--	--	--	--

Proposer's Signature:  _____ Date: 2/20/17
 Stephen Moule, President North America

NJPA's clarification on exceptions listed above:

3.14 - Acknowledged as a Manufacturer as a Proposer proposal. This response is best included in the relevant questions within Form P.

3.35 - Acknowledged as a Warranty Proposal. This response is best included in the relevant questions within Form P.

New Section - The proposed exception is not accepted to ensure uniformity among all proposed responses which may result in an awarded NJPA Contract.

Reviewed and Approved:
 5/31/17
 NJPA Legal Department



Contract Award
RFP #022217

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS


In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Gilbarco Veeder-Root Date: 2/21/17

Company Address: 7300 W Friendly Ave; MS F-88

City: Greensboro State: NC Zip: 27410

Contact Person: Adrienne Rutherford Title: Commercial Sales Operations Manager

Authorized Signature:  _____
Stephen Moule, President North America

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022217-GVR

Proposer's full legal name: Gilbarco Veeder-Root

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 1, 2017 and will expire on June 1, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on June 1, 2017

NJPA Contract # 022217-GVR

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Gilbarco Inc.

Authorized Signatory's Title President, North America



VENDOR AUTHORIZED SIGNATURE

Stephen Maule

(NAME PRINTED OR TYPED)

Executed on 6/15, 2017

NJPA Contract # 022217-GVR



PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Gilbarco Inc. (dba Gilbarco Veeder-Root)

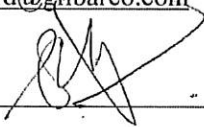
Address: 7300 W Friendly Ave; MS F-88

City/State/Zip: Greensboro, NC 27410

Telephone Number: 336-547-5000

E-mail Address: Adrienne.rutherford@gilbarco.com

Authorized Signature:



Authorized Name (printed): Stephen Moule

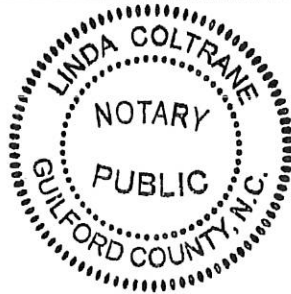
Title:

President

Date:

2/21/17

Notarized



Subscribed and sworn to before me this 21 day of February, 2017

Notary Public in and for the County of Guilford State of North Carolina

My commission expires: December 18, 2018 Signature: Linda Coltrane



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Gilbarco Veeder-Root

Questionnaire completed by: Adrienne Rutherford

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Hardware purchase with customer-managed installation - NJPA members will be offered industry standard and favorable payment terms from their local Gilbarco authorized distributor.

Turn-key solution with Gilbarco managed installation - Gilbarco can manage all hardware purchases and contractor payment, in which case our standard payment terms are 2%/10, Net 30.

Cloud software solution telematics monthly fee - Standard payment terms are 2%/10, Net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

NJPA members will have access to competitive financing options on Gilbarco products through our partnership with Patriot Capital (www.patriotcapitalcorp.com), an industry-leading financing solutions provider to the convenience store and commercial petroleum industry.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

NJPA members will be able to submit a simple online form through a Gilbarco NJPA landing page to initiate the ordering process. Once received, the Gilbarco Veeder-Root NJPA contract administrator will receive the form and contact the member to discuss their equipment and software needs. Gilbarco Veeder-Root will then work with the member and our local distribution service providers to finalize customer's needed equipment and place the appropriate orders.

Gilbarco has the ability to track all NJPA orders by using a specific promotional code and the NJPA member number. For equipment only purchases, the authorized distributor channel partners will be able to use this code when placing orders on behalf of NJPA members. Gilbarco Veeder-Root will also use the same code for any equipment or services when contracted to provide full turnkey managed solutions. Gilbarco will be able to provide both summary and detailed quarterly reports of all NJPA sales.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

For NJPA members that request turn-key services through Gilbarco, P-card procurement is accepted with no additional cost to NJPA members. For NJPA members that work with their local authorized Gilbarco distributor, acceptance of P-card will depend on the specific distributor's policies. Any additional charges that may apply from the P-card network are subject to the member's contract with their P-card provider.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

The Gilbarco warranty covers products, parts, and labor for the specified periods of time outlined in the attached warranty statement in Appendix B.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

For Dispensers- excludes hose breakaways, nozzles, hoses and fittings, nozzle-end swivels, retriever cables, graphic materials specified by customer, fuel filters, belt adjustments, meter calibration, vapor recovery testing and balance system piping, customer-specified items manufactured by others, and customer requested reprogramming of equipment. Some of these excluded items may be warranted by their manufacturer, and warranty claims in connection with these items must be presented directly to the manufacturer.

General Exclusions-

- 1) Problems caused by faulty installation are not covered by this warranty. This warranty applies only if equipment has been installed and used in accordance with Manufacturer installation, operating and service instructions. Problems caused by improper maintenance of equipment are not covered by this warranty.
- 2) Use of service personnel other than qualified Gasboy service providers without prior approval of the Warranty Administration Department will void payment of the warranty claim in question.
- 3) Damage suffered by Gasboy's equipment resulting from shipping, accident, power surges, neglect, misuse, act of Nature, or abuse is not covered by this warranty.
- 4) Use of non-manufacturer replacement parts, defects caused by the unauthorized addition of non-manufacturer items to equipment or by the unauthorized alteration of manufacturer original equipment voids this warranty.
- 5) This warranty does not cover any indirect damages or loss of product or revenue. Repair or replacement of the defective part of component under the terms of this warranty is the exclusive remedy. Manufacturer is not liable for incidental, consequential, or indirect damages or loss, including without limitation personal injury, death, property damage, environmental damages, product damages, loss of product, or loss of revenue or profits. Manufacturer is not liable for any claims or lawsuits against the customer.
- 6) This warranty does not cover any pump or dispenser components that come in contact with Biodiesel (21% or greater), E85, M85, or fuels containing more than 5% methanol or 10% ethanol or 15% MTBE by volume, unless the units are specifically, originally built for use with these special fuels.
- 7) Gasboy dispensers shall not be used for the direct fueling of aircraft without filters, separators, and other equipment necessary to ensure product purity.
- 8) Diesel Exhaust Fluid (DEF) dispensers or the DEF hydraulic components within a dispenser are intended for approved DEF only, and therefore are not warranted for use with any other fluid or fuel. All DEF must meet applicable API standards. Use of any fluid(s) other than API-approved DEF will void this warranty.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Gilbarco warranty will cover full MTL for warranty repairs that fall under provided guidelines in the attached warranty statement.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Gilbarco has certificated technicians that cover the entire United States, Canada, and Mexico.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

All products in our proposal will be covered by warranty per the attached warranty statements provided in Appendix B.

- What are your proposed exchange and return programs and policies?

Excess Equipment Return:

- Equipment sold via authorized distributor - Returns would be handled by the distributor and the NJPA member may be charged a fee based on the distributor's standard policies.
- Gilbarco Veeder-Root managed turnkey program - Returns would be handled by the assigned Gilbarco project manager and no fee would be charged to the NJPA member.

Exchange of Equipment:

- Equipment sold via authorized distributor -- Returns would be handled by the distributor and the NJPA member will not be charged a fee.
- Gilbarco Veeder-Root managed turnkey program - Returns would be handled by the assigned Gilbarco project manager and the member would not be charged a fee.

- 6) Describe any service contract options for the items included in your proposal.

Gilbarco provides various levels of service contract:

- 1) Installation Project Management- A full turn-key solution. Our Project Management team provides all needed project planning, execution, and follow-up needed to seamlessly transition to the new fuel system.
- 2) Service Account Management- After installation, this service provides troubleshooting, service dispatching for any site equipment and service needs. Member would be assigned a dedicated Account Manager to provide on-going assistance and reporting needs.
- 3) Remote Technical Support and Troubleshooting- Access to our Technical Assistance Team for all troubleshooting and technical questions. This level of service also provides software upgrades.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Gilbarco Veeder-Root is able to provide the broadest array of fleet and fuel management products and services for NJPA members. Gilbarco is proud to supply NJPA members with products and services that set the standard for quality and innovation.

- **Fuel Operations Management** - Insite360 FuelQuest provides comprehensive fuel management solutions from rack to nozzle. Insite360 FuelQuest Services provide greater control, with less effort, and better results for environmental compliance, fuel management and equipment uptime. Enjoy the increased value that experienced specialists can deliver through detailed analysis, continuous oversight and advanced industry knowledge.
- **Fuel Tank Management** - Veeder-Root provides highly customizable automatic tank gauge solutions with the most advanced fuel monitoring technology to over 500,000 tanks worldwide. Veeder-Root also features leak detection solutions for tanks, lines and containment areas, enabling owners of underground storage tanks and above ground storage tanks to not only meet their federal, state and local compliance requirements, but also provide early detection of leaks.
- **Pumping Systems** - Red Jacket's unsurpassed expertise helps sites optimize fuel flow. Part of the Veeder-Root suite of products, Red Jacket's family of Submersible Turbine Pumps and Pump Controllers ensures that sites can pump fuel quickly, efficiently and safely – whether it's motor fuel, diesel, aviation gasoline, LPG, ethanol/methanol or kerosene – in aboveground or underground storage tanks.
- **Fuel Management** - Gasboy's fleet management systems provide the capability to account for every ounce of fuel used in managing a fleet. Whether our customers manage vehicles for a trucking company, heavy construction equipment operation, marina, airport, government or municipality, Gasboy's fleet fuel management solutions provide the ability to manage fuel for every vehicle. The system includes an advanced web-based site fuel

controller that can be pedestal mounted on the island, in the backroom of the site, or even mounted on a mobile fuel truck; an island card reader to provide multiple ways to control driver access to fuel including codes, magnetic stripe cards, HID cards, Mifare RFID tags, or Gasboy's Fuel Point PLUS wireless identification systems that can automatically capture engine error codes and odometer information directly from the vehicle; and the Gasboy web-based Fleet Head Office Software that can consolidate data from multiple sites and generate superior fuel management and fleet management reports.

- **Fuel Dispensing** - The Gasboy Atlas product family offers a wide-range of pumps and dispensers with features and options designed specifically to meet the unique needs of fleet operators. The Atlas series is rugged, durable, reliable and perfectly suited for the tough fleet fueling environments. Electronic and mechanical choices are available for unattended applications. High flow, Super High Flow, and Ultra High models provide fast fueling for large vehicles. Satellite dispensers allow simultaneous fueling of saddle tanks to reduce fueling time. Gasboy Atlas pumps and dispensers are compatible with the full range of Gasboy Fleet Management Systems to help you track and manage your fleet better.
 - **Telematics** - Our telematics offering helps fleet owners lower operation cost and maximize efficiency. The telematics fleet system is an efficient cost effective solution to maximize performance and reduce operational costs of fleet vehicles. Utilizing the DataPass device, it can provide accurate and detailed mileage, consumption, driver behavior and diagnostics data per vehicle. All this information is provided on a friendly web-based cloud access dashboard.
 - **Services** – Project management of customer software and hardware installation is a valuable service for all members. Our Project Management team provides all needed project planning, execution, and follow-up needed to seamlessly transition to the new fuel system. In addition, Member's site uptime in the field, after the sale, is also a primary area of focus for our business. From Certified Gilbarco Parts, to extensive training resources, award-winning technical documentation and rich services that prolong the trouble-free life of your equipment, our strong support will maximize your equipment uptime. We offer a varying range of services such as remote helpdesk technical support, service contractor dispatching, and full service account management.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Gilbarco Veeder-Root will be using the percentage discount from catalog or category. The percentage discounts will be off of the MSRP based on the following categories:

- Fuel Management (Fuel Quest)
 - Fuel Logistics Services
- Fuel Tank Management (Veeder-Root) – **3% for all listed under this category**
 - Automatic Tank Gauges
 - Leak Detection Sensors for tanks and lines
- Fleet Management (Gasboy) – **22% for all listed under this category**
 - RFID Automated Vehicle Fueling Authorization and Data Collection
 - Fuel Authorization System
 - Fleet Equipment and Maintenance Tracking
- Fleet Telematics and Monitoring – **22% for all listed under this category**
 - Passive and Active Vehicle Telematics Tracking
 - Integrated Fuel and Fleet Cloud based Software Solution
- Fuel Dispensing and Pumping Systems – **See various discount % below in each subcategory**
 - Mechanical and Electronic Pumps and Dispensers (Atlas) – **22%**
 - Submersible Turbine Pumps (Red Jacket) – **3%**
 - Electronic Meter Registers (EMR3) – **10%**

- Services – between **22 and 25% for all listed under this category**
 - Remote Helpdesk Technical Support
 - Project Management (Turn-key solution)
 - Service Account Management

Due to the breadth of products being proposed, we have added them in a Pricing Sheet Detail located in [Appendix D](#).

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

- Gasboy Hardware & Software- 22% off MSRP
- Gilbarco Veeder-Root Services- discount varies by service between 22 and 25% off MSRP
- Veeder-Root Hardware- 3% off MSRP
- Veeder-Root EMR3 Hardware- 10% off MSRP
- Insite360 Fuel Management Services- non-standard discount price varies

10) The pricing offered in this proposal is:

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Gilbarco Veeder-Root has provided the best pricing to NJPA and their members. Because of this, no additional quantity or volume discounts or rebate programs are being offered.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

NJPA members have the ability to secure “sourced” products or related services that are not listed in our proposal by contacting Gilbarco Veeder-Root through our NJPA branded web page. The NJPA member will specify the exact “sourced” product or related service they are looking for on the form and submit to the Gilbarco Veeder-Root NJPA Administrator. The NJPA Administrator will contact the NJPA member and provide assistance to supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Gilbarco Veeder-Root provides products and services that can be customized to each NJPA member’s facility. In addition to equipment costs, there are commonly additional costs that include items like equipment installation, commissioning, and initial site surveys. Gilbarco Veeder-Root and the distribution channel partner will be working collectively to provide a complete installed price. This will give the NJPA member a full understanding of the total cost of acquisition.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Gilbarco Veeder-Root charges an additional nominal fee for shipping the products proposed. This fee would be additional to the products listed in the Products Pricing Appendix. Gilbarco Veeder-Root uses a Zoned rate per unit

by product. Discounted truckload rates are offered for Gasboy Atlas dispensers. Complete shipping and handling rates for US and Canada are located in Appendix C.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipments to Hawaii and Alaska are sold Free On Board seller's dock with transportation paid to the port of embarkation on the West Coast of the continental United States. Zone 8 shipping and handling rates apply to the port of embarkation on the West Coast. Additional "collect" charges apply from the port of embarkation to the final destination.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Gilbarco Veeder-Root uses the most cost effective means to deliver the products offered in the proposal. With our large network of stocking distribution channel partners, NJPA members are able to secure parts and supplies very quickly.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Gilbarco Veeder-Root will be conducting monthly self-audit reviews to verify compliance with our proposed Contract with NJPA. The Gilbarco Veeder-Root NJPA Contract Administrator will be managing the self-auditing process. This individual will be collecting sample orders on a monthly basis from NJPA members to ensure that each NJPA member was provided the proper pricing.

A special NJPA ordering code will be established to ensure that all sales to NJPA members are recorded. This will allow Gilbarco Veeder-Root to report all sales under the Contract each quarter, and that Gilbarco Veeder-Root remits the proper administrative fee to NJPA.

By conducting this self-audit monthly, the Gilbarco Veeder-Root NJPA Contact Administrator will be able to spot any deficiencies in the process and prepare corrective measures in a timely manner.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Gilbarco Veeder-Root proposes a 2% administrative fee to NJPA in the event of an awarded Contract.

Industry-Specific Questions

- 19) Of the following sub-categories please identify those that you provide solutions in:

- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
- telematics
- fuel management
- fleet sharing

If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.

- fleet management information systems
- telematics
- fuel management

- 20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.

- 1) Fleet management information systems
- 2) Fuel Management
- 3) Telematics
- 4) Fleet Sharing (no current solution)

- 21) Describe your experience, abilities, and methods for integrating your offering with NJPA members' existing technologies.

The Gilbarco Veeder-Root hardware solutions have the ability to integrate with NJPA members' existing technologies. We continually work to integrate with industry standards and the latest software technologies. In addition, we can integrate through web services and API. On all NJPA offerings, we manufacture and have control over our products and their development. We are uniquely positioned to leverage our R&D teams and product roadmaps to enhance our product offering for your members.

- 22) Describe your technology support and its practical availability for our members.

Gilbarco Veeder-Root provides remote helpdesk support for our customers. This support provides both troubleshooting and answers to any kind of "how-to" questions the customer may have.

- 23) How configurable are your solutions to be adapted for the unique needs of our members?

The Gilbarco Veeder-Root solutions are completely scalable and flexible for the members' needs. We can provide equipment and service solutions for both the single site up to hundreds of sites. Gilbarco Veeder-Root understand the typical government and educational market site owner can have several variations in both size and capability needs. To allow for the necessary flexibility, our software package is also very flexible. It allows for multiple ways to authorize fueling, track your fleet, upgrade to add additional sites, and add automated fueling or telematics in the future. In addition, the software allows for several ways to integrate with other third-party software that may be in use to provide value added integration at no additional cost from Gilbarco Veeder-Root.

- 24) Describe your security measures and privacy practices to ensure that customers' data is secure.

Gasboy Fleet Telematics system application and storage is hosted on Azure cloud service, utilizing Azure security center to prevent any unauthorized access to the application servers and data. All user and admin web access to the system is encrypted using https security. User authentication is implemented on all UIs. All passwords are stored in encrypted form in the system. Configurable password policy and complexity rules are available to match the members' policy. System software versions regularly go through security audits and code reviews for identification of any possible vulnerabilities. OS are regularly upgraded to include any security updates. The Fleet Head Office software solution will exist locally within the member's IT environment. All security will be subject to the member's security protocols. Any data back-up procedures would also be subject to member IT standards and protocol.

For any Insite360 Veeder-Root/Fuel Quest services, Gilbarco Veeder-Root uses Active Directory/privileged access which is regularly monitored and reviewed. All applications use and require individual users (including systems) to log in and authenticate to our systems with unique ids. Access to the Gilbarco Veeder-Root facility is controlled by coded cards and guarded entries. There are CCTV cameras throughout the facility that are monitored by the security staff. All servers and related hardware are stored in card controlled rooms. External applications reside in a DMZ, network and databases are firewalled off, and access is restricted to authorized personnel only. Furthermore, only authorized team members are allowed access to these rooms, and that access is logged. We do internal audits and are subject to SOX/UL/ISO audits and have completed SSAE16 certification. V-R has no known instance of a security breach of our Insite360 / FMS systems in the last ten years where customer data was compromised or accessed / removed without authorization. Access to Insite360 is secured using HTTPS. Each user of the system will have distinct User ID and Password and individual user actions are tracked and logged. RBAC (Role Based Access Control) allows customers to define the level of access for their users.

- 25) Describe your security practices while data is in transit and while stored in a host facility.

The system supports SSL encryption for all user access and external APIs. Secure communication is also available for tracking units by using cellular VPN service. Data storage in the host facility is secured using Azure security as mentioned above. In addition, all data is fully backed up regularly. The Fleet Head Office software solution will exist locally within the member's IT environment. All security will be subject to the member's security protocols.

Data Retention/Backup Procedures:

For any Insite360 Veeder-Root/Fuel Quest services, Gilbarco Veeder-Root uses Oracle DataGuard to perform log shipping between our primary data center in Greensboro NC to our DR data center in Simsbury CT every 15 minutes at a minimum. NetBackup is used to back up our Oracle database daily. Backup tapes are stored offsite at a 3rd party data storage facility on a daily basis. Access to the backup tapes is controlled through an authorized access list. Audits on the backup facility are performed quarterly. Backup tapes are retained for a 2 week period. Hot backup copies are retained onsite on disk storage as well.

Storage: Primarily use Oracle 11g

All data is stored and accessed by unique keys that relate to a specific customer account and site. Database rules are enforced to ensure the link between meta data and individual records stay in place and prohibit changes unless a specific request is made by or approved by the customer. Data acquired from the ATG is stored in its basic form, applications may process this data for advanced analysis (Flow, variance, compliance, etc.) but the basic ATG data is maintained for the life of the record.


Server Environment:

Insite360's virtual environment is based on VMware vSphere 6. This environment consists of 16 ESX hosts that utilize DRS (Dynamic Resource Scheduling) to balance cluster workload. The 16 ESX host provides us with HA (High Availability). V-R separates its DEV, TEST, and PROD environments to different clusters of ESX hosts. Access to this environment is controlled through vCenter and Active Directory. DMZ servers are firewalled and ACL's provide access to the internal servers. The back-end storage that this environment relies on is also on redundant fault tolerant storage array. Network connectivity to our storage and server environment is redundant. We patch our VMs on a monthly cycle for critical and important security patches. Our VMware infrastructure is updated regularly to the latest versions. All VMs and physical infrastructure is monitored and alerts sent out via email for any service interruptions. Our support team provides 24x7x365 coverage. Scans are performed using Rapid7 Nexpose every 2 weeks. External scans are performed on our public facing servers/services, DMZ scan of all devices in the DMZ, and an internal scan on all of our servers internally. Results are provided to all application and infrastructure owners to remediate the vulnerabilities detected.

26) Do your solutions allow for different levels of privileges and permissions with different users?

The system provides a hierarchical user privileges model with a wide set of permissions which can be granted per user according to his organizational role, including administrative permissions and operational permissions. Additionally, access to fleet vehicles and assets can be controlled per user so each user can access data only for the fleets/vehicles for which he has permission.

Signature: _____



Date: _____

2/21/17

Stephen Moule, President North America

