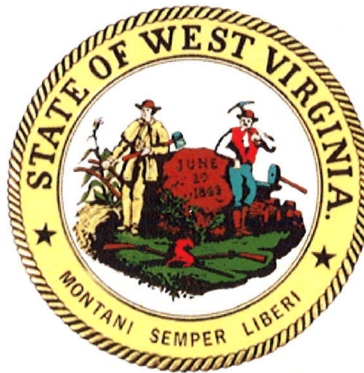




Financial Services Corporation

Response to
THE STATE OF WEST VIRGINIA
Department of Administration
Purchasing Division



REQUEST FOR PROPOSAL

RFP FLT12003

Fuel Card

October 27, 2011, 1:30 p.m.

RECEIVED

OCT 26 A 10:16

PURCHASING DIVISION
STATE OF WV

Submitted by:

Wright Express Financial Services Corporation

7090 South Union Park Center, Suite 350

Midvale, Utah 84047

1-888-842-0075

ORIGINAL

**Response to
THE STATE OF
WEST VIRGINIA**

**Department of
Administration
Purchasing Division**



**REQUEST FOR
PROPOSAL**

RFP FLT12003

Fuel Card

October 27, 2011

1:30 p.m.

**Title Page/Cover Letter;
Signed RFP FLT12003 and
Forms**

Executive Summary

**Response to Required
Products and Services;
Value-Added Services**

Financial Incentives

**Additional Terms and
Conditions; Participation
Addendum**

5



Title Page/Cover Letter

October 20, 2011

Krista Ferrell
Department of Administration
Fleet Management Office
2101 Washington Street, East
Building 17
Charleston, WV 25305-01230

Re: RFQ FLT12003, Fuel Only Credit Card

Ms. Ferrell,

This proposal is presented by Wright Express Financial Services Corporation (WEX FSC), a Utah industrial bank. WEX FSC is a wholly owned subsidiary of Wright Express Corporation (WEX Corp), a Delaware corporation. WEX FSC and WEX Corp. are collectively referred to herein as Wright Express.

Wright Express' contact information is as follows:

Wright Express Financial Services Corporation	Wright Express Corporation
7090 South Union Park Center, Suite 350 Midvale, Utah 84047 (888) 842-0075	97 Darling Avenue South Portland, Maine 04106 (800) 761-7181

Your point of contact is Government Account Manager Sharon Linnane:

Sharon Linnane
9119 19th Drive NW
Bradenton, FL 34209

P: 941-761-0000
C: 207-415-5048
E: Sharon_linnane@wrightexpress.com

As a leading provider of payment processing and information management services to the U.S. commercial and government vehicle fleet industry, Wright Express prides itself on the ability to capture Level III transaction data 99.8% of the time. This percentage of Level III data capture is invaluable to the State of West Virginia in ensuring data integrity for reporting purposes. Not only do we provide fleets using our services with 99.8% Level III transaction data, but our all-encompassing fuel card program consists of consolidated billing and reporting, purchase alerts and controls, exception reporting, onsite fuel integration and maintenance capabilities.

Thank you for allowing Wright Express to present our current and upcoming capabilities. We look forward to speaking with you.

Sincerely,

David Maximic, Contracting Agent

APPROVED AS
TO FORM



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLT12003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

Wright Express Financial Services Corporation
7090 South Union Park Center, Suite 350
Midvale, Utah 84047

DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		946-35	\$0.00	\$0.00
FUEL ONLY CARDS						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH FUEL ONLY CARDS PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID WILL BE HELD ON OCTOBER 07, 2011 AT 1:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	288-842-0075	10/20/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Contracting Agent	84-1425616	

APPROVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'
TO FORM

[Signature]



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

FLT12003

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE:

10/27/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						
ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.						
DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 12, 2011 AT THE CLOSE OF BUSINESS.						
ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.						
VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RF SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.						
NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

APPROVED
TO FORM

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

FLT12003

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE:

10/27/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.						
EXHIBIT 10						
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ✓						
NO. 2 ✓						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

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TO FORM

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

FLT12003

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE:

10/27/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... SIGNATURE WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION COMPANY 10/20/11 DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

FLT12003

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

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01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

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ADDRESS CHANGES TO BE NOTED ABOVE

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TO FORM

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER

FLT12003

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE:

10/27/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 05/26/2009						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

TO FORM

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLT12003

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
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CHARLESTON, WV
25305 304-558-0086

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09/21/2011				

BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
RFQ. NO.: FLT12003						
BID OPENING DATE: 10/27/2011						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 207-791-1614 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): SHARON LINNANE P: 941-761-0000						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	208-842-0075	10/20/11

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CONTRACTING AGENT	84-1425616	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

[Signature]



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

FLT12003

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
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CHARLESTON, WV
25305 304-558-0086

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ FLT12003 ***** TOTAL:						\$0.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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TO FORM

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

FLT12003

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: WRIGHT EXPRESS FINANCIAL SERVICES CORPORATIONAuthorized Signature: [Signature] Date: 10/20/11State of MaineCounty of Cumberland, to-wit:Taken, subscribed, and sworn to before me this 20th day of October, 2011.

My Commission expires _____, 20____.

AFFIX SEAL HERE

STEPHANIE E. WOOD
NOTARY PUBLIC MAINE
MY COMMISSION EXPIRES 04/01/2014

NOTARY PUBLIC [Signature]



Executive Summary

This proposal is presented by Wright Express Financial Services Corporation (WEX FSC), a Utah industrial bank. WEX FSC is a wholly owned subsidiary of Wright Express Corporation (WEX Corp), a Delaware corporation. WEX FSC and WEX Corp. are collectively referred to herein as Wright Express.

Wright Express' contact information is as follows:

Wright Express Financial Services Corporation	Wright Express Corporation
7090 South Union Park Center, Suite 350 Midvale, Utah 84047 (888) 842-0075	97 Darling Avenue South Portland, Maine 04106 (800) 761-7181

Wright Express Financial Services Corporation is offering the services described herein and would be the issuer of cards to the fleet. Wright Express is a leading provider of payment processing and information management services to the U.S. commercial and government vehicle fleet industry. Wright Express has been in business since 1983 and has been publicly traded on the New York Stock Exchange since 2005. Wright Express provide fleets with Level III transaction data, consolidated billing and reporting, purchase alerts and controls, exception reporting, onsite fuel integration, and maintenance capabilities. Wright Express captures Level III transaction data 99.8% of the time at more than 180,000 fuel and vehicle maintenance locations, including more than 90% of the nation's retail fuel locations. Wright Express processes transactions for commercial and government vehicle fleets totaling 4.8 million vehicles.

Our response includes a description of how Wright Express meets the State of West Virginia's Required Products and Services. **However, we must point out that we do not accept credit cards for payment as there are rules that prohibit the payment of card debts with another card. Wright Express accepts payment by ACH, check, direct debit or through WEXOnline®. Wright Express believes that accepting ACH as payment is a comparable alternative to accepting the State's Visa Purchasing Card. ACH is an electronic method of payment that would provide a revenue share with the State on its spend (please see Cost Sheet for details).**

Wright Express is pleased to extend its offer to local government bodies in the State of West Virginia. We have attached additional terms and conditions required by WEX FSC as a bank extending credit.

Response to Required Products and Services

5.1 Fuel Card

5.1.1

Wright Express Response: Wright Express meets this requirement. We provide fleets with Level III transaction data, consolidated billing and reporting, purchase alerts and controls, exception reporting, onsite fuel integration, and maintenance capabilities. Wright Express captures Level III transaction data 99.8% of the time at more than 180,000 fuel and vehicle maintenance locations, including more than 90% of the nation's retail fuel locations.

The Wright Express card is also accepted at approximately 2,100 Esso-branded locations in Canada.

FUEL



7-Eleven	Drivers Traveler	Git-n-Go	Kum & Go	Pure	Trade Mart
AC & T	Dynamic Mart	Global	Kwik Pantry	Qik N EZ	Trade Oil
Aloha	Economy	Grow Mark	Lil Champ	Quality Oil	Tripar Oil
Aviation	Eddins Walcher	Halley's	Lucky Stop	Quik Mart Robinson Oil	US Oil
Bell Gas	Enmark	Handy Andy's	M & H	Rotten Robbie Royal	USCO
Bigfoot	Express Stop	Huck's	Macs Stores	Farms Rutters	Valero
Capital City	Family Express Farstad	ICO	MFA Oil	Rymes 24	Valley Dairy
Carousel	Fast Track	Ideal	Mr. Cut Rate	SC Fuels	Weigel Store
Certified	Fauser Oil	Inter City	Multi Serv Murphy	Smokers Express	Wesco
City Garage	FFP	Johnson & Dixon	NAPA Novus NU-Way	Sprint	Williams Travel
Cogos	Flash Foods	Kenyon	Oasis O'Connor OK	Stewarts Shops	Xtra Fuels
Crystal Flash Cumberland	Food Chief	King Soopers	Petroleum Pantry	Taylor Foods	Zip Mart
Farms	Fuel Mart	Koch	Petro King	TCI	
D & D Oil	Gas America	Kramer	Petro Stop	Thornton Oil	
Dairy Mart	Giant	Krause	PRIDE	TOTAL Town&Country	
Depot		Kroger			

Participating locations only

For a list of accepting locations nationwide, visit <http://www.wrightexpress.com/WEX/wex-universal-locations.cfm>.



A Wright Express card can be assigned to a vehicle/asset, driver or organizational unit (or cost center) in the fleet, enabling the card to capture and track all purchase activity. When the card is swiped at the point of sale device, the driver will be prompted to enter a unique Driver Prompt ID (DID), tying the transaction to the employee and or asset. The driver must enter both the DID (aka PIN) and the vehicle's odometer reading prior to receiving authorization for any transaction. The DID can be either four or six digits.

Fuel Only

Fuel Only cards permit the purchase of fuel, like gasoline, diesel, or alternative fuels based on the coding in the magnetic strip on the card. Non-fuel purchases are not permitted when non-fuel items are identified at time of authorization. This does not include items purchased at the pump, such as car washes.

5.1.2

Wright Express Response: Wright Express meets this requirement. Wright Express can offer our MasterCard program to support the state's international fueling needs. This program is separate from the Wright Express fleet card you would use in the U.S. in terms of card features/functions, billing, reporting and terms. Below are a few highlights:

- It is a Wright Express issued MasterCard with acceptance at more than 30 million locations worldwide
- Card controls and prompting are limited to those offered by MasterCard in the countries where the State plans to use the card
- Level 3 data may not be provided on these transactions (data such as fuel type and gallons)
- Tax exemption would not apply
- Billing is in US Dollars; a 1% international currency conversion fee will apply
- Billing and reporting is separate from the Wright Express Fleet Card
- The online system is a separate system from the Wright Express Fleet Card. It is very robust and would provide the State with a variety of tools and data. The Wright Express online account management and reporting tool's capability will provide you with both pre-formatted and user-defined activity reports on a predetermined timed frequency or on-demand. Your Program Administrators and cardholders will be able to access the information when needed. Reports will be delivered in a useful and predictable format, greatly improving your administrative review and control. This functionality includes all requisite formats and media for delivering to, and operating within, Microsoft Office products including Word, Access, and Excel.



You are free to download transaction data from our online products immediately after transactions post in our system and as frequently as required to manage your accounts. Wright Express is able to send you information via a secured ftp site. Wright Express has the ability to provide a downloadable electronic transmission in an Excel or PDF file.

Our online tool also allows you to manage your MasterCard program and set controls.

Our functionality provides for Level-3 line item detail when submitted by vendors. You will receive a reporting system with a wide range of functionalities.

- MasterCard rules would apply to these transactions (i.e. the state would follow MasterCard dispute rules which may differ from Wright Express Fleet Card dispute process) and a MasterCard agreement would be required.
- A standard MasterCard data file can be output and sent to ARI for integration; an analysis would need to be done with ARI on best mapping of this data into their system. Note: due to the low volume of transactions the state plans to do internationally, and the actual data that MasterCard provides, integration may or may not make sense.
- Our U.S. based customer service is available 24/7 for this program

5.1.3

Wright Express Response: Wright Express meets this requirement. A Wright Express card can be assigned to a vehicle/asset, driver or organizational unit (or cost center) in the fleet, enabling the card to capture and track all purchase activity. When the card is swiped at the point of sale device, the driver will be prompted to enter a unique Driver Prompt ID (DID), tying the transaction to the employee and or asset. The driver must enter both the DID (aka PIN) and the vehicle's odometer reading prior to receiving authorization for any transaction. The DID can be either four or six digits.

5.1.4

Wright Express Response: When the card is swiped at the point of sale device, the driver will be prompted to enter a unique Driver Prompt ID (DID), tying the transaction to the employee and or asset. The driver must enter both the DID and the vehicle's odometer reading prior to receiving authorization for any transaction.

The DID, combined with the vehicle and account numbers, is queried against the Wright Express database for verification and, if valid, the transaction is authorized

The Wright Express card cannot be electronically activated without entering a valid DID, rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid DID is required by all users at the point of sale, providing security to the fleet customer.



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Our system does not validate odometer entries prior to fuel being pumped. Alternatively, our customer's have found success using our Bad Odometer Report which identifies where incorrect odometer readings may have been entered by drivers so that you can try to change that behavior. This report is available weekly or monthly via email.

Wright Express can also provide an adjusted odometer reading based on a patent-pending algorithm than can provide you an estimation of what the correct odometer entry should have been.

Level III Data Capture

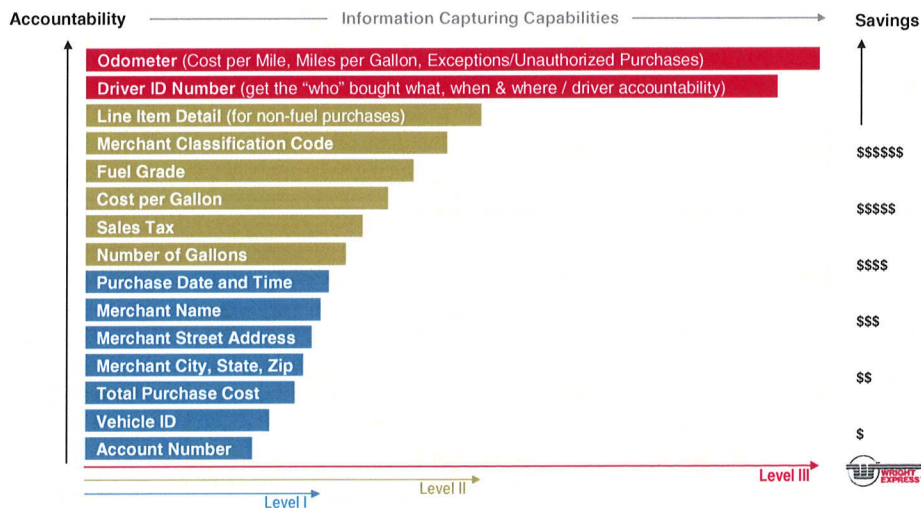
Wright Express requires all of its accepting merchants to be capable of transmitting Level III data, thereby providing you with greater assurance that you will receive the detailed data you need. Currently Wright Express currently receives an average of 99.8% Level III transaction data which we then report to you via standard or custom reporting. Approximately 0.2% of transactions do not include Level III data as reported which is primarily due to manual transactions or other anomalies which may occur when the merchant sends the transaction data us.

Some of our competitors claim 100% Level III data capture. However, this percentage is achieved through site lockout, which decreases the number of locations available to your drivers. This would force your drivers to know which accepting locations of our competitors are Level III capable and which have been locked out. Currently, only 74% of MasterCard fueling locations are Level III capable. The following graphic displays the type of data collected by Wright Express and available to be reported back to you:



Fuel card acceptance, coverage and reliability

Capture Level III data and capture more savings



Product Codes

Transmittal of accurate Level III data and product coding is dependent upon your driver entering the correct odometer reading as well as each merchant's programming of their point of sale devices which are typically located on their island card readers or in their stores. In addition, this data is then transmitted by the merchant's chosen network processor to Wright Express. Wright Express will work closely with merchants or network processors where incorrect product codes or incorrect data are identified to correct such items. Incorrect product codes may impact tax exempt processing and reporting. We recommend that customers retain paper receipts which can be reviewed with the merchant in the event of reporting errors.

5.1.5

Wright Express Response: Wright Express meets this requirement. We can provide up to nine levels of hierarchy to support the State's billing and reporting needs.

5.1.6

Wright Express Response: Wright Express meets the requirement. The Administration module of WEXOnline® provides User Provisioning and Roles & Permissions functionality.

- User provisioning: the ability for administrators you designate to grant online access to new users, assigning them to appropriate accounts and specific functions on the site.
- Roles & Permissions: the ability to create and assign custom roles that define a user's access to features and information within the website. For example, you could assign someone a "reporting only" role, or "ability to terminate cards but not add new cards".

5.1.7

Wright Express Response: Wright Express is the State's current fuel card provider through a co-banded relationship with ARI. Wright Express' system integrates with existing FMO maintenance, repair and garage management systems/programs.

5.1.8

Wright Express Response: Wright Express can execute a time-phased initial secure, fuel-only card issue as designated by FMO.

Wright Express Strategic Implementation Managers work exclusively with our large fleet customers, rolling out new programs and implementing significant changes to existing large client programs. Your Strategic Implementation Manager will work with you to create and coordinate project plans and design, lead and execute communication to ensure milestones are met. He or she will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.

The Strategic Implementation Manager will also prepare and distribute regular project updates, facilitate and document issues and action items and document the state's requirements for customized reporting.

5.1.9

Wright Express Response: We can support the client-defined fields identified by the State. Additionally, our system's Financial Module supports additional fields that can be tied to an account, driver or vehicle to support reporting needs. This could include things such as GL codes, additional asset information, driver employee numbers, etc.

5.1.10

Wright Express Response: Wright Express can support custom plastic design(s) for the State of West Virginia. We recommend two designs to differentiate equipment from road vehicles.

5.2 Reporting

Wright Express Response: Wright Express meets and exceeds this requirement.

Exception Reporting

WEXOnline® has a tool for reviewing transactions that are outside of the fleet's purchase policy. "My Flexible Exception Reporting" allows users with permission to use the Reporting module at any level to create reports based upon the activity of a driver, a card or an asset. These reports can be global or private. Establishing a global report will push the exception to all WEXOnline® users. The three primary categories of exceptions are transaction, timeframe, and location. The thresholds from which you can choose are:

- Dollar-based
- Fuel grade
- Gallons purchased
- MPG calculation
- Number of transactions by chosen timeframe or month
- Card inactivity
- Within or outside of certain States
- Days or hours transactions occur

These reports will generate each time a sale posts that meets the established limits. The user will be notified via email and upon logging into WEXOnline® that they have pending exceptions to review. Please see the following chart for a description of some other exception reports that our larger customers have found useful.



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Report	Purpose
Decline Reports	Provides review with reasons for declines by driver
Equipment Alert Report	Outlines all sales by equipment type that are outside of your business rules and expectations.
Crew Charge Report	Reports all transactions completed by crew vehicles.
Top 5 Gallon Report	Summation report of all regions showing all drivers purchasing over 1000 gallons and the top 5 purchasers for the month.
Card/Driver Adds	Identifies cards and prompts added during a month to ensure that all appropriate paperwork is received by the corporate office.
Account Review	Summarizes purchases and provides trending by different hierarchy levels.
Brand Summary	Provides monthly overview of total gallons and dollars by merchant.
WEXIndex	Used to benchmark PPG against WEX customers
MWOBE	Identifies purchases completed at minority or women owned businesses, fulfills requirements for some contracts held with Public Utilities
Default Pin Report	Identifies transactions completed with crew pins for the month. Used for misuse detection.
Card Profiles	Overview of all cards by Region and assigned authorization profile. Identifies those cards in Storm Profiles to reduce exposure to misuse.
Activation Reporting	Review last usage of cards or prompt data. Used for cleanup purposes
Sponsor Opportunity Report	Provides a view by sponsor of highest savings opportunity
Sponsor Benchmark Report	Corporate view of savings opportunity and benchmarking of sponsors based upon saving and overall sales.
Opportunity Report	Provides a regional view of savings opportunities by product and zip code

Authorization Activity Reporting

You can now view all card activity in WEXOnline® -- approved and declined -- as it happens. That means you can view account activity as soon as a card is swiped, and see attempted transaction requests that were declined. Listed will be the location where the card was swiped, if the transaction was allowed or declined, and if declined, the reason for the decline. Since the Authorization Activity is a real-time listing of activity, you can take action on the spot to remedy a declined transaction, if needed. All approved transactions will still be listed as they post to your account in the regular WEXOnline® transaction listings.

5.2.1

Wright Express Response: Wright Express offers both standard reports and custom reporting tools on WEXOnline®. This includes the ability to run reports on demand or schedule reports. Reports can be downloaded into Excel or CSV.

5.2.2

Wright Express Response: We do not round individual transactions or other totals, but we do not control our accepting merchants or networks from doing so.

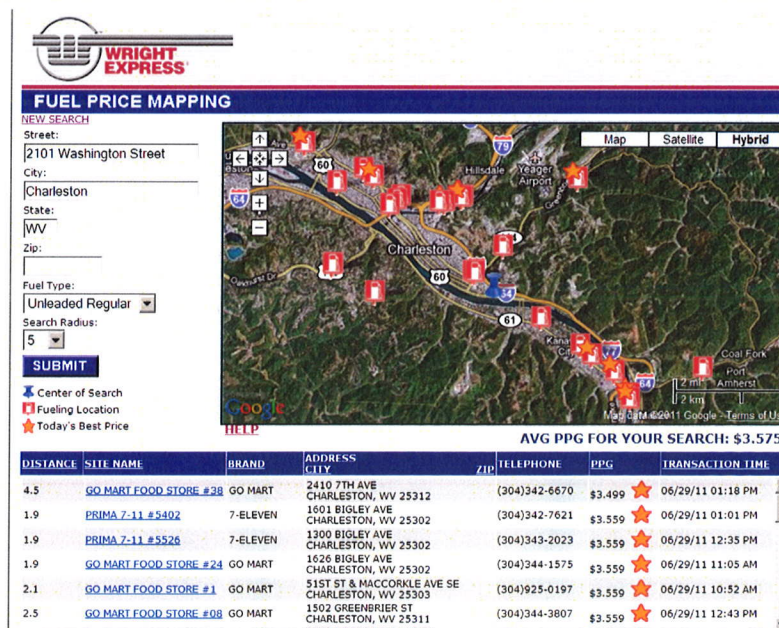
5.2.3

Wright Express Response Wright Express is always increasing its acceptance coverage. For the most current information, site searches can be done on WEXOnline®. Fueling locations can be searched by brand, city, state, and zip code.

In addition to the ability to search for accepting locations with WEXOnline®, Wright Express has several tools available to help drive your employees to the lowest cost service providers. We provide both your fleet managers and drivers with the ability to search for accepting locations and fuel price information from their desktop. Wright Express believes it is the only fleet services provider that can provide this kind of timely fuel price information, enabling your drivers to locate lower-priced fueling stations, saving you time and money.

Fuel Site Locator

Our Fuel Site Locator has satellite, standard and hybrid map views. Prices reflect the last transaction made with our real time authorizations messages. No prices older than seven days will be presented. The tool allows you to create a map of preferred stations along a route or in a particular area. Search criteria include address, city, state, zip code, brand and PPG, helping drivers purchase fuel at the lowest cost providers while minimizing diversion costs.



FUEL PRICE MAPPING

NEW SEARCH

Street: 2101 Washington Street
City: Charleston
State: WV
Zip:
Fuel Type: Unleaded Regular
Search Radius: 5
SUBMIT

Center of Search
Fueling Location
Today's Best Price

Map Satellite Hybrid

AVG PPG FOR YOUR SEARCH: \$3.575

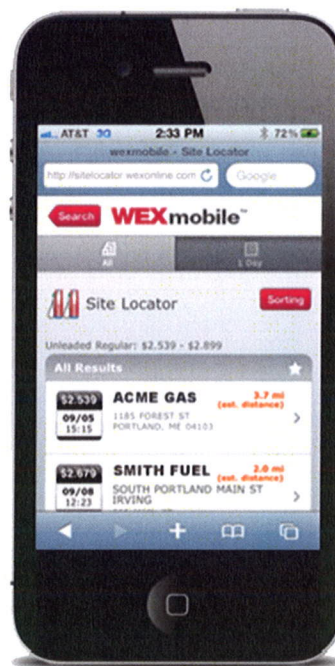
DISTANCE	SITE NAME	BRAND	ADDRESS CITY	ZIP	TELEPHONE	PPG	TRANSACTION TIME
4.5	GO MART FOOD STORE #38	GO MART	2410 7TH AVE CHARLESTON, WV 25312		(304)342-6670	\$3.499	06/29/11 01:18 PM
1.9	PRIMA 7-11 #5402	7-ELEVEN	1601 BIGLEY AVE CHARLESTON, WV 25302		(304)342-7621	\$3.559	06/29/11 01:01 PM
1.9	PRIMA 7-11 #5526	7-ELEVEN	1300 BIGLEY AVE CHARLESTON, WV 25302		(304)343-2023	\$3.559	06/29/11 12:35 PM
1.9	GO MART FOOD STORE #24	GO MART	1626 BIGLEY AVE CHARLESTON, WV 25302		(304)344-1575	\$3.559	06/29/11 11:05 AM
2.1	GO MART FOOD STORE #1	GO MART	51ST ST & MACCORKLE AVE SE CHARLESTON, WV 25303		(304)925-0197	\$3.559	06/29/11 10:52 AM
2.5	GO MART FOOD STORE #08	GO MART	1502 GREENRIER ST CHARLESTON, WV 25311		(304)344-3807	\$3.559	06/29/11 12:43 PM



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Mobile Fuel Site Locator

The Mobile Fuel Site Locator is an extension of our current Online Fuel Site Locator application. The mobile application allows users to enter into a web enabled mobile device (e.g. Blackberry, iPhone) their address location or zip code, as well as desired fuel type (Diesel and Unleaded grades) and search radius. The application returns a list accepting merchants with addresses, distance from current location, and date and time of the last price per gallon for that site. The application also provides mapping and turn by turn directions when the user clicks into a particular merchant. This application provides results utilizing authorization data from accepting merchants. Wright Express utilizes real time data from 4.8 million fuel cards from 300,000 fuel customers to populate this data pool. No other fuel card provider has access to this volume or quality of data.



5.2.4

Wright Express Response: Wright Express will not charge set-up or software fees to the State of West Virginia.

5.3 Management/Administration

5.3.1

Wright Express Response: Wright Express meets and exceeds this requirement. Wright Express believes that training is the cornerstone for any successful implementation. The Strategic Implementation Manager will work closely with you to create a training plan that will support your users. A WEXOnline® user guide will be provided, as will a Companion Guide. The Companion Guide will incorporate any of your business rules with respect to field reporting requirements and data collection expectations.

For the formalized training, this can be conducted in three distinct ways. Wright Express utilizes WebEx as a tool for training; allowing members to complete training either through a classroom setting from their desk top or by accessing a pre-recorded training seminar. These pre-recorded seminars are helpful as they can be used by new hires after the implementation has been completed. Wright Express can also do in person training sessions at Manager Meetings or other venues where a group has been brought together. Your government account manager will also complete on-going training as new products are released or as business needs require. .

The Strategic Implementation Manager would remain on board until the program is stabilized. The Government Account Manager and Premium Fleet Services Account Manager would be involved in both the transition and implementation and remain with the program throughout the length of the contract.

5.3.2

Wright Express Response: Wright Express agrees to this requirement.

5.3.3

Wright Express Response: Wright Express meets this requirement. The Fleet Manager module of WEXOnline® offers the following account maintenance functions:

- Add, change status and terminate cards, vehicles, and drivers in real time
- Assign card to driver, vehicle or location
- Group cards into authorization profiles to enforce your purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (these are added during the implementation phase)

5.3.4

Wright Express Response: Wright Express meets this requirement. Wright Express offers the flexibility of a four- or six-digit DID (aka PIN). The State can choose to have all DIDs be six-digits. There will be no duplicate DIDs within client code, business unit, or billing code and no blanket DIDs.

5.3.5

Wright Express Response: Wright Express meets this requirement. Through permission setting, certain users can be denied access to PIN information.

5.3.6

Wright Express Response: Wright Express is currently meeting this requirement as your fuel card provider through a relationship with ARI.

5.4 Delivery

Wright Express Response: Wright Express meets this requirement. Wright Express has its **own** card production facility, allowing us to mail out new or replacement cards the day the order is placed if that order is received by 3:30 p.m. Eastern.

5.5 Payment and Invoicing

5.5.1

Wright Express Response: Wright Express meets this requirement.

5.5.2

Wright Express Response: Wright Express meets this requirement. We can provide up to nine levels of hierarchy to supporting the State's monthly billing and reporting needs.

5.5.3, 5.5.3.1, 5.5.3.2

Wright Express Response: Wright Express meets these requirement as follows based on tax laws:

Tax Exemption, Recovery & Reporting Program

Federal Gasoline and Diesel Excise Tax-Exempt Program

Wright Express will invoice you net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if you are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants

Wright Express currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax, including:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special



Your tax-exempt reporting through WEXOnline[®], WEXLink[™] 2000 and the PAR (Purchase Activity Report) shows:

- Exempted Tax, at the transaction level
- Reported Tax, at the transaction level
- Summary of tax types by product for both exempted and reported transactions (available on the paper PAR only)

State Sales Tax and County Tax at Non-Participating Merchants

For fueling transactions with those fuel marketers who do not participate in the Wright Express tax-exempt program, but for which the fleet is eligible to receive tax exemption, Wright Express reports applicable taxes as “showtax.” “Showtax” transactions clearly list any transactions and tax amounts that Wright Express does not exempt so the fleet can file for exemption directly. Many fleets use their WEXLink data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program.

Your reporting shows:

- Exempted tax, by transaction
- Reported tax, by transaction
- Summary of tax types by product for both exempted and reported transactions

Tax Exemption for Non-Fuel Purchases

For non-fuel transactions, merchants may provide transactional data to Wright Express net of tax on a fleet-by-fleet basis at their discretion. Your drivers must supply the merchant with proper documentation of their tax-exempt status at the point of sale. The merchant will then send the transaction to Wright Express net of tax for billing.

Qualification

Any fleet participating in this contract will be required to complete a certification process affirming their qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data

Tax Exemption processing requires that the merchant provide electronically to Wright Express the following data points:

- Account Number
- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Please note that not all transactions may have exemptions applied to them. Wright Express is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements



that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing.

However, if you provide us with a copy of the actual sales receipt we would be able to repost these transactions and apply the applicable exemptions.

5.6 Uninterrupted Fuel Service

Wright Express Response: Wright Express meets this requirement. Temporary cards can be held at each location and can be put in a suspended state in our system. When needed, a designated West Virginia user can activate the cards in real time using our online system, WEXOnline®.

5.7 Reporting

Wright Express Response: Wright Express meets and exceeds this requirement. The **Account Review** document is shared at your account review meeting with your Government Account Manager and consists of 16 pages of data. The report is also available for retrieval via WEXOnline® each month. The data is a rolling 13-month review of data consisting of the following reports: Portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). If additional reporting is required, Wright Express will work with the fleet to build reporting documents that provide actionable data to manage their fuel program.

5.8 Support

Wright Express Response: Wright Express meets and exceeds this requirement.

Premium Fleet Services

Wright Express will assign the State Program Administrator and State Agencies a Premium Fleet Services (PFS) Account Manager who will be your primary day-to-day contact. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. PFS Account Managers help create reporting that may not be easily accessible to the Fleet Managers. PFS Account Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.

Strategic Account Services (for participating entities)

Wright Express' Strategic Account Services (SAS) Team provides specialized support for large, complex accounts with non-standard requirements for implementation and management. The SAS team primarily communicates with fleet managers, administrators, regional managers, and branch managers and is dedicated to providing the highest levels of accuracy, responsiveness, and professionalism.



SAS is a specialized team of expert service representatives that augments our standard call center in order to meet the needs of large clients. The SAS team helps support operations for our most valued and strategic customer relationships. Wright Express can provide exclusive Strategic Support coverage to the fleet's designated Program Administrators. The SAS Team is available for participating entities between the hours of 8 a.m. and 5 p.m. Eastern.

Customer Service

The Wright Express Customer Service Department, located at Wright Express headquarters in South Portland, Maine, is available 24 hours a day, 7 days a week, and is staffed with over 100 service representatives and supervisors. The Customer Service Department is always available to handle questions about the Wright Express card from fleet managers or drivers, and to help station attendant's process transactions.

The toll-free number is prominently displayed on the back of the Wright Express card and in the charge card manual at all stations.

In addition to assisting fleet managers and drivers with their questions regarding the Wright Express Card, Customer Service Representatives are also trained to handle questions regarding account billing and reporting.

Sharon Linnane, Government Account Manager

Government Account Manager (GAM) Sharon Linnane will be the State's first point of contact beginning with the implementation of the program. A discovery meeting will be conducted to develop the goals and objectives the State's fleet program. From that, a project plan is built with set dates/times and to assign responsibilities to the goals and objectives agreed to by both parties. As the program is rolled out, quarterly account review meetings will be scheduled to review program trends, discuss marketing opportunities, benchmarking, and to review the completion status of the project plan. Finally, a year-end review meeting will be scheduled and will include a survey of the year's goals and objectives and new benchmarks will be set for the following year. The GAM is also available to assist with problem resolution and escalation whenever necessary.

Sharon will conduct quarterly account review meetings during which she will share fleet best practice materials. These documents have been prepared by compiling best practice solutions from our top 200 fleets. The best practice solutions include but are not limited to cost saving opportunity reports, driver behavior, and purchase alert trends. The GAM will work closely with the State to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract.



Value-Added Services

TelaPoint®

Wright Express provides comprehensive bulk fuel management solutions through TelaPoint. TelaPoint's web based applications are designed specifically for companies who use, distribute and sell large amounts of fuel. Annually, we manage over 20,000 sites and 21 billion gallons of fuel.

With Wright Express Fuel Advisors™ program, our experienced team of professionals will manage your inventory levels, determine the best time to order and the lowest cost source, and dispatch the order for delivery. After delivery, we will reconcile the invoice to the original order, reducing administrative expense. Wright Express Fuel Advisors™ acts as a watch dog, constantly monitoring and reporting on your fuel supply chain.

Key benefits

- Lower overall fuel spend for on-site bulk fuel
- Lower transportation costs
- Reduce the number of POs issued and lower administrative costs
- Improved tracking and reporting
- Lower carrying costs by optimizing overall inventory levels
- Supply contract negotiation and management

Wright Express Fuel Advisors™ provides an outsourced fuel management solution that's fully configurable to match your site specific needs:

- **Inventory Management** – TelaPoint monitors customer inventory through a variety of monitoring capabilities. For customers that don't own tank gauge equipment, TelaPoint provides a web site for daily inventory entry. TelaPoint will work with your suppliers to set up fuel orders on your behalf and schedule within your approved receiving hours.
- **Best Buy Services** – TelaPoint executes purchases in conjunction with oil industry intelligence such as OPIS, Platts, and DTN and continuous financial and weather updates, providing customer's timed right purchases. TelaPoint will also assist clients with procuring a fuel supply contract and managing spot purchases.
- **Reconciliation** – TelaPoint validates your fuel invoices to ensure you received what was ordered, and ensure you were billed accurately.

Flexible supplier payment options

When it comes to paying your suppliers, you have two choices: Continue to pay them directly—or eliminate paperwork and reduce administrative time by letting us handle it for you.

Wright Express can not only fund bulk transactions, settle with your suppliers, and reduce your carrying and operating costs but also sum all our work up in one single, easy-to-read bill based on your approved credit terms and negotiated fuel and supplier contract(s).



WEXSmart

WEXSMART™ is a GPS wireless vehicle management system that helps customers control fuel and maintenance costs, track driver behavior, increase productivity, and manage risk. Utilizing GPS and wireless communications technology, Wright Express' WEXSMART™ gives managers real-time access to vehicle position, speed, and engine-operating conditions, through any internet connection. Managers can configure alerts and schedule reports that ensure drivers are where they should be, operating safely, and vehicles are in top operating condition, using fuel efficiently. WEXSMART's value to customers can be categorized as follows:

Reduce Fuel/Operating Costs

- Help reduce unauthorized use, unnecessary mileage
- Track and benchmark fuel usage, MPG, and idling

Monitor and Influence Driver Behavior

- Timesheet automation, overtime calculation
- Help prevent side-jobs

Improve efficiency, customer satisfaction

- Improve response times
- Increase accuracy of customer billing

Manage Risk: Reduce Accidents and Expenses

- Monitor and correct problem driving behaviors, such as speeding, harsh braking, harsh acceleration

Improve Vehicle Uptime, be Proactive vs. Reactive in Maintenance

- Odometer maintenance alerts driven by actual, vs. driver-entered odometer
- Real-time e-mail maintenance alerts based on engine diagnostic trouble codes
- Robust diagnostic information: maximize warranty utilization, make sure the right repairs are performed
- Automated recall notices
- Roadside assistance included as standard in some installations

Data Integration: with Enterprise Resource Planning (ERP), accounting systems, third party dispatch and routing programs, or Fleet Management Software (FMS) systems. Integration of positional, fuel consumption, maintenance, and driver/vehicle status data with other systems gives managers a complete picture of how much their fleet is costing, and how effectively their fleet is supporting their organization.

Fuel Guard

Fuel Guard is WEXSMART's automated report for spotting potential fuel card misuse. This report compares – in real-time – the location of a fleet's vehicles to the location where its fuel cards are being used. Simply set the parameters, and Fuel Guard helps to uncover the problems.



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State and Vehicle Mileage Report

WEXSMART's enhanced State and Vehicle Mileage report, eliminates the need for manual trip detail logging and can help avoid expensive third party fees for IFTA/IRP compliance reporting. This one-stop report combines and summarizes miles traveled and gallons fueled by state.

FLT12003 COST SHEET

	Unit Cost (Per Month)	Estimated Quantity	Monthly Cost	# of Months	Annual Cost
Domestic Fuel-Only Card	\$0.00	10,000	\$0.00	12	\$0.00
International Fuel-Only Card	\$0.00	100	\$0.00	12	\$0.00
SUBTOTAL:					\$0.00
	Basis point	Multiplier	Estimated Monthly Retail Transactions	# of Months	Total Annual Volume Rebate
Domestic Volume Rebate	135	0.0001	\$1,000,000.00	12	\$162,000.00
International Volume Rebate	0	0.0001	\$1,000.00	12	\$0.00
SUBTOTAL:					\$162,000.00

TOTAL:

\$162,000.00

Notes:

1.) The quantities provided are for bid evaluation purposes only. Actual quantities may be more or less at the discretion of the Agency.

Vendor Name:

Point of Contact Name:

Point of Contact Phone:

Point of Contact Fax:

Point of Contact Email:

Wright Express Financial Services Corporation

Sharon Linnane

941-761-0000

207-791-1614

sharon_linnane@wrightexpress.com



State of West Virginia *Financial Incentives*

Subject to the express conditions below, we will issue a monthly rebate (the “Rebate”) of **135 basis points (1.35%)**.

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) electronic reporting; and (3) payment in full within 30 calendar days of the billing date appearing on your invoice.

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions on the Wright Express Universal Fleet Card shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

Definitions

“Monthly Retail Transactions” shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), or (ii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

Special Note

We have found that when organizations evaluate site level discounts (such as cents/gallon at a specific list of fuel sites), they sometimes do not evaluate the average price per gallon of that retailer or whether drivers would need to drive out of their way to achieve the savings. Therefore, our pricing approach is to offer a consistent rebate across all your retail fuel regardless of where the driver goes. This allows you and your drivers to take advantage of the lowest price retailer nearest them regardless of brand. Our Fuel Price Mapping tool provides real time pricing information so the State can achieve maximum savings through lower priced stations and a valuable volume rebate anywhere they fuel with the Wright Express card.



Financial Services Corporation

Payment and Fees

Purchases are due and payable in full upon billing. Late fees will be assessed in accordance with West Virginia Code.

Wright Express Universal Fleet Card Fee Schedule

Service	Fee
Account Set-Up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card Charge	WAIVED
WEXOnline®	WAIVED
WEXLink®	WAIVED
Regular mail fee	\$0.00
Expedited Shipping Fee	Cost varies**
General Research Fee*	\$15.00 per hour
Returned Item Fee (NSF/ACH)*	\$20.00
Reproduced Report Fee*	\$25.00 per request
International currency conversion fee	1% of total transaction value

Fees or Charges for Additional Products or Features is Available Upon Request.

**These fees are only incurred upon your request or the occurrence of a returned item.*

***The expedited shipping fee varies based on the options chosen.*

MasterCard® Rebate

Based on the estimated spend of \$1,000 per month, Wright Express cannot currently offer a rebate on international fuel spend on our MasterCard® program. However, should the State of West Virginia reach \$1,000,000 in spend on our MasterCard®, Wright Express would offer a rebate of 25 basis points (0.25%).

Additional Terms and Conditions

As a bank extending credit, Wright Express has included Additional Terms and Conditions for the State's review.

We are willing to extend the products and services described herein to additional entities located in the State such as departments, bureaus, agencies, quasi-governmental agencies, public universities, and political subdivisions such as cities, towns and municipalities (the "Participating Entities"). Please see the attached Combined Credit Application and Participation Addendum.

Additional Terms and Conditions
for the State of _____ Statewide Fuel Card Services Program

1. DEFINITIONS:

“Account(s)” means your credit account(s) maintained with Respondent. An Account may be evidenced by a plastic card or an account number.

“Business Day” means any day other than a Saturday, Sunday or other day on which Federal banking institutions are generally authorized or required by law or executive order to close.

“Card” means a charge card or an account number issued by Respondent pursuant to this Agreement which is used to access an Account.

“Controls” are a set of authorization tools designed to assist you with managing purchases.

“DIN” means the driver identification number.

“Financial Information” means your financial statements including, at a minimum, an income statement for the applicable fiscal year and a balance sheet.

“Fleet Contact Person” means the person you select who is authorized to provide us with the information necessary to establish and/or manage your Account(s) and Cards.

“We”, “us”, “___” and “our” refers to _____.

“You” and “your” refers to _____ whose Account is created under this Agreement.

2. ESTABLISHMENT OF ACCOUNT: WEX FSC, at its sole discretion, may extend credit, establish Accounts and issue Cards under this Agreement. Without notice we may modify, suspend or terminate your Account. You agree that this Account will only be used for the purchase of products and services for business purposes and not for personal, family or household purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. You shall adopt internal policies and controls to ensure that the Accounts are used strictly for business or commercial purposes. You agree to pay for all charges on your Account according to the terms of this Agreement and all additional charges provided in our Response to Request for Proposal dated _____ and subject to the provisions of the State of _____, Contract No. _____ for Statewide Fuel Card Services.

3. CREDIT LINE AND CAPACITY: You agree that: a) we may establish a credit line (limit) for your convenience; b) your Account balance will not exceed your credit line; c) we may suspend your Account without notice if your Account balance exceeds your credit line; d) we may investigate your business and/or your personal credit capacity and credit history; and e) we may change your credit line without notice based on our evaluation of your creditworthiness and other factors. You will be advised of your credit line if your Account is approved. We are authorized to provide information about: i) you and your Account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information; and ii) your transactions to accepting merchants or their service providers so they can offer you discounts or other promotional campaigns.

4. BILLING AND PAYMENTS: Your Account will be delinquent if you do not pay it in full within 26 calendar days of the billing date appearing on your invoice. Certain customers, based upon our credit review, may be required to make payment in less than 26 calendar days on a cycle that we may establish for you. In addition, certain customers may elect a shorter billing or payment cycle as offered by us. If your payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date. Delinquent Accounts will be subject to late fees (as described below), suspension or termination of credit privileges, without notice. All charges must be paid in full regardless of disputes. Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding. **OR INSERT PROMPT PAYMENT LANGUAGE.**

5. LATE FEES: Late fees will be assessed at an Annual Percentage Rate of 24.00%. The periodic rate is based on your billing cycle. The periodic rates are:

Billing Cycle	Periodic Rate	Calculation of Periodic Rate
Weekly	0.462%	24.00% divided by 52
Monthly	2.00%	24.00% divided by 12

The late fee will be calculated by determining the total balance due on the date your account becomes delinquent, as follows: adding the total amount due on your Account on the payment due date together with any purchases posted to your Account from the end of the last billing cycle through the payment due date and subtracting from that amount any payments and/or credits entered during that period. The total balance due will then be multiplied by the applicable periodic rate to determine your late fee. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee of ten dollars (\$10.00) will be charged. **OR INSERT PROMPT PAYMENT LANGUAGE**

6. APPLICATION OF PAYMENTS: Payments will be applied first to unpaid late fees and then to the unpaid balance of each product or service purchased in the order of its purchase.

7. AMENDMENTS: This Agreement may be amended or modified only through a subsequent written Amendment signed by both parties.

8. PREPAYMENT: You may pay your Account balance, or a portion of it, at any time without penalty.

9. DEFAULT: If you: a) default on this Agreement or any other lending agreement between you and us by not paying any payment when due; b) exceed your credit line; or c) breach any other term of this Agreement or any other lending agreement between you and us, then we may: i) suspend or terminate your Account(s) and/or Cards; ii) demand immediate payment of the entire Account balance; and iii) start a lawsuit for collection of the Account balance, subject to any notice of default and right to cure required by applicable law. To the extent not prohibited by applicable law, you agree to pay all collection costs, including reasonable attorneys' fees.

10. CARDS AND ACCOUNTS: You request Cards from us for use according to this Agreement by individuals, or in connection with specific vehicles, to be identified to us. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. We may issue renewal Cards prior to their expiration date. You agree that you will destroy expired Cards or Cards for which a replacement Card has been issued. All renewal Cards

or any additional Cards you request will be subject to the terms of this Agreement as in effect at the time of that renewal or issuance.

You may ask us to: a) issue additional Cards or replacement Cards; b) suspend or terminate Cards; or c) change the authorized use or user(s) of Cards. We may, in our sole discretion, suspend or terminate any Account or Card or refuse to authorize any charge, at any time. Unless you report any errors in your Account information or Cards within three (3) business days of your receipt thereof, we are entitled to rely on that information for processing your Account.

You agree that this Agreement controls all charges made on your Account by you or any person who uses a Card or your Account. It is your responsibility to notify us of your revocation of any person or user's authority to use or access your Account, Cards, or DINs. You will remain liable to us for any charges until such time as we receive notice. You agree that use of a Card and the applicable DIN will constitute authorized use for all purposes. We have no obligation or responsibility to you in the event that any merchant, entity or person refuses to honor a Card. If you choose to leave a Card at a merchant for use by your drivers, then you are responsible for any unauthorized use of that Card and agree to pay for all charges made with that Card. You agree to keep DINs confidential and to ensure that your employees do not disclose any DIN. If any of your employees discloses a DIN or writes a DIN on a Card, then you are liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

You will promptly notify us of the loss, theft, or unauthorized use of any Card or Account by telephoning us at 800-492-0669 or through our online system. You agree to provide written confirmation of any notice if requested by us.

Subject to any limitations imposed by law, you will be liable to us for all unauthorized use of a Card that occurs before your notification of unauthorized use but you will not be liable for any unauthorized use that occurs after notification.

11. FLEET INFORMATION AND CHARGE CARDS: The Fleet Contact Person, or another person or persons designated by the Fleet Contact Person, is authorized by you to: a) provide us with the information necessary to establish and maintain your Account, Cards, and DINs; b) provide all fleet vehicle, driver and other information that we may request; c) receive all Cards and reports; d) receive other Account information we may provide; and e) select additional products and/or services that we offer. You will provide us with advance written notice of any change in or removal of any Fleet Contact Person. You will remain liable to us for any unauthorized use until you notify us of any change in or removal of any Fleet Contact Person. We are also authorized to deal with any contact person with apparent authority to act on your behalf.

12. MANAGEMENT REPORTS AND DISCLAIMER: As part of our product and services, we provide certain purchase reports, vehicle analysis reports and other management reports and information, in either paper or electronic format. These reports may include information relating to your use of Cards based upon charges and information reported to us. You are responsible for reviewing these reports for accuracy and completeness. These reports will accurately reflect information provided to us by third parties. We cannot guarantee the accuracy or completeness of those reports to the extent that the third party information received by us and contained in the reports is inaccurate or incomplete. You understand and agree that, regardless of any errors in the reports, you remain responsible and liable for any and all charges.

13. FEES, CHARGES AND ACCEPTANCE OF TERMS: We will assess fees and charges in the amounts listed on the attached Fee Schedule. Your use of your Account indicates your agreement to pay the fees and charges and your acceptance of all of the terms and conditions of this Agreement (which includes the Fee Schedule).

14. BULK, MOBILE, UNATTENDED, AND PRIVATE OR ONSITE FUELING: If you choose to use your Cards for bulk, mobile, unattended and private or onsite fueling purchases, we will provide you with enrollment forms and you will be responsible for any charges for those services. You also authorize us to report Account information to the fuel providers that you select. You acknowledge and agree that we will not be responsible for any claims, losses or liabilities that you may suffer as a result of, or related to, the misuse of your Account information by your fuel providers or their agents.

15. SITE SELECTION PROGRAM: The Site Selection Program enables you to provide us with a list of specific locations where you wish to restrict purchases based on certain specified criteria. If you choose to use the Site Selection Program, we will provide you with appropriate enrollment forms. We reserve the right to not establish site selection criteria for certain sites that may be identified by us as being ineligible for the Site Selection Program. We cannot guarantee that the Site Selection Program will work at independently owned fuel merchants enrolled to accept WEX FSC issued or serviced charge Cards. The Site Selection Program applies only to transactions that are received for authorization by us electronically. You are responsible for payment in full of all charges made at a location that you selected to be an "excluded location" which are made with a valid Card and that are processed by us.

16. DYED FUEL PRODUCTS: You may purchase dyed special fuel using your Cards. You acknowledge that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. You may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. We will not be liable in any way for any misuse or mishandling by you of any dyed special fuel. Upon request from applicable governmental authorities, we may provide information regarding your dyed special fuel purchases to them without further authorization from you.

17. ONLINE PRODUCTS: Certain products and services offered to you by us may be accessed by you through the Internet. In order to access our online system your users must agree to our Terms of Use, the current version of which is attached hereto as Addendum I for your reference. Although we are using both passwords and data base security methods for our online products, security cannot be guaranteed. We disclaim all liability for any security breaches of online communications or for any electronic, computer or other system failures. We are not liable to any person for loss, liability or damages, including consequential or special damages, arising out of any security breaches or system failures or any other defect of the electronic online communication procedures, including loss due to data modification or destruction.

18. INTERNATIONAL USE OF CARDS: Cards issued to you for use by your United States based operations may be used in other countries. By use of Cards in any country other than the United States you agree that you will: a) be billed in US Dollars; b) receive reporting from us in English; c) accept the currency conversion fee as reflected in our Fee Schedule; and d) not distribute Cards to employees based in countries other than the United States.

19. CONTROLS: You may request that Controls be applied to your Account. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes, transmitted to us by them. The product codes are

assigned by each merchant, and as such, we have no responsibility for inappropriate product code assignment. You understand and acknowledge that only transactions submitted to us for authorization are subject to Controls and that those Controls can only be enforced when the merchant provides sufficient information as part of the authorization. In addition, some Controls do not work at island card readers.

We reserve the right to modify Controls when those Controls, in our opinion, are set at a level such that they are ineffective or not in accordance with the goals of the Controls program. Default values will be assigned by us unless you make your own election(s) through our online product. Additional important information related to Controls is also available online. We shall not be responsible for the prudence of any particular Control level you select. The existence and/or use of Controls does not affect your liability for unauthorized use of Cards. You remain liable for transactions made using unreported lost or stolen Cards and/or Card numbers or DINs. You also agree that you will review fraud control data provided by us, such as vehicle analysis reports, for the purpose of detecting fraud that occurs within Control parameters.

20. REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS: You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation or other entity, that this Agreement has been duly authorized by all necessary action of your governing body. You agree to provide any evidence of corporate (or other organizational) existence and authorization that we may reasonably request.

As part of our commitment to customer service, our managers periodically will monitor telephone communications between our employees and our customers to ensure that our high quality service standards are maintained. By accepting this Agreement, you hereby consent to such monitoring and recording of telephone communications. You also agree to notify your employees who may be in telephone contact with our representatives that periodic monitoring of conversations will occur.

21. WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES: EXCEPT AS OTHERWISE REQUIRED UNDER LAW, WE MAKE NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US. WE FURTHER DISCLAIM ALL WARRANTIES WITH RESPECT TO GOODS, PRODUCTS AND SERVICES PURCHASED WITH A CARD, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY.

YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGES YOU SUFFER WHICH RESULT FROM, ARE RELATED TO, OR IN ANY WAY ARE CONNECTED WITH ANY FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE ELECT TO IMPLEMENT FROM TIME TO TIME, UNLESS SUCH LOSS, LIABILITY OR DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN IMPLEMENTING FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE HAVE EXPRESSLY AGREED IN WRITING TO UNDERTAKE FOR YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO, THIS AGREEMENT. THIS LIMITATION OF DAMAGES, INCLUDES, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL

DAMAGES ARISING FROM OR RELATED TO THE USE OR MISUSE OF ANY CARD OR YOUR ACCOUNT. FURTHERMORE, OUR LIABILITY FOR ANY ACTUAL DAMAGES OR AMOUNTS DUE AS A RESULT OF NOT MEETING ANY EXPRESS OR IMPLIED WARRANTIES MADE BY US TO YOU IS LIMITED TO THE CARD FEES PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARANTEES.

22. ASSIGNMENT: Subject to our credit approval, you may assign or otherwise transfer your interest in this Agreement. You will provide us with at least thirty (30) days advance written notice of any proposed assignment. No assignment shall be effective unless and until: (a) we have determined, in our sole discretion, that your assignee is creditworthy; and (b) the assignee assumes your obligations under this Agreement in writing. Determinations of any proposed assignee's creditworthiness will be made in good faith and in accordance with our credit policies. Any attempt to assign this Agreement in violation of this provision will be null and void.

23. PARTIES TO THE AGREEMENT: This is an agreement between you and us and no other entity shall be deemed a party to this Agreement or third-party beneficiary of it, except as provided in Section 23.

24. REQUIREMENTS OF A WRITING: You agree that any electronic image of signed originals of your Agreement, your Account Application and product enrollment forms is binding as an original. You further agree that additions, updates, and deletions of vehicles, drivers, and Fleet Contact Persons placed by telephone or electronically, and accepted by us, are binding on you.

25. PARTICIPATING ENTITIES

We and you shall have the right to share all or any part of this Agreement, and all associated documents and amendments, with any Participating Entity. Should any Participating Entity open an account with us, the terms of this Agreement shall control.

Notwithstanding anything in this Agreement to the contrary, it is understood that the obligations of the State and each Participating Entity hereunder shall be exclusively the obligations of the transacting entity and that neither the State nor any other Participating Entity will have liability whatsoever in connection therewith. It is further agreed that each Participating Entity is severally and not jointly liable to us and neither the State nor any other Participating Entity shall have financial or other responsibility or liability for any goods or services that were not furnished for such entity's site or operations.

No Participating Entity shall be eligible to participate in the program without being granted credit by us. Credit applications submitted by each Participating Entity will be adjudicated in accordance with our credit policies and we shall have sole and complete discretion over which Participating Entities are granted or denied credit. Each Participating Entity desiring to participate under this Agreement will be required to complete a Participation Addendum essentially in the format attached hereto as Attachment 1.

26. FINANCIAL INCENTIVES: **INSERT**

27. USA PATRIOT ACT: We comply with Section 326 of the USA Patriot Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you.

28. ENTIRE AGREEMENT: This Agreement, including the Request for Proposal #_____, our Response to Request for Proposal, the Contract No. _____, the Fee Schedule, the Account Application you filed with us, any agreements which secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any amendments, modifications, substitutions or replacements of any of those documents, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement. Except as is expressly permitted in this Agreement, no modification of it is effective unless in writing and signed by an authorized officer of you and us.

Any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement.

This Agreement is governed by and construed in accordance with federal law and the laws of the State of _____(without reference to choice of law rules).

EXHIBIT A
Fee Schedule

Your use of your Account indicates your acceptance of this Agreement and this schedule of fees and charges.

INSERT PRICING

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

Attachment I

WEXOnline® TERMS OF USE

Please read these terms carefully before using this site.

1. General

Wright Express Corporation ("we," "us" and "our") provides this web site on behalf of its subscribers subject to the following terms of use ("Terms"). These Terms supplement the customer's (or "you" or "your") credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors and shall be applicable to your account upon your selection of the **WEXOnline®** product. Your continued use of your account and **WEXOnline®** constitutes your acceptance of these Terms. If you have any questions, please call our Customer Service department.

2. Purpose of the Website

The goal of this web site is to provide you with access to information about your fleet charge card account and to also allow you to perform account maintenance. Do not use this web site if you do not agree with these terms. These Terms supplement your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors and shall be applicable upon your use of the site. Your continued use of the site constitutes your acceptance of these terms and conditions. If you have any questions, please call Customer Service at 1-800-492-0669.

3. Trademarks, Service Marks and Copyrighted Materials

We control and operate this website. All content on this website, including, but not limited to, text, photographs, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The content is owned and controlled by us, our affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to you using this site. You agree to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on this site.

You may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on this website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without our express prior written consent.

Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark

laws. You recognize that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

4. Use of the Site

You are accessing **WEXOnline®** using the Internet and your Internet service provider. Although we are using both password and database security methods to ensure protection for **WEXOnline®**, security cannot be guaranteed. We hereby disclaim all liability for any security breaches of online communications or for any electronic, computer or other system failures. We shall not be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any security breaches or system failures or any other defect of the electronic online communication procedures, including, without limitation, loss due to data modification or destruction.

You may provide access to your account information by adding others to access your account via an online enrollment. You understand that you are responsible for the level of access that you provide to the users you establish for your account. You understand that you are solely responsible for maintaining the security of your password and User ID against theft or unauthorized use and that any person possessing your password and User ID can order additional cards and take other action with respect to your account. You agree that you shall exercise all precautions commensurate with the highest reasonable standards of security for the protection of your security information. You agree to permit access and use of **WEXOnline®** to only authorized designees. Any account maintenance effected with the use of your User ID and password shall be conclusively presumed to be authorized by you for all purposes and you accept all liability for use of cards ordered and any other transactions effected through **WEXOnline®**. You agree to notify us immediately if you suspect that any User ID or password associated with your account has been lost, stolen, or the subject of unauthorized use. You agree that the security procedures provided with **WEXOnline®** including without limitation, data encryption, are commercially reasonable and adequate for your use. Furthermore, you agree that you shall not circumvent the encrypted data or attempt to obtain unauthorized access to the site or portions of the site which are restricted from general access.

You agree not to use **WEXOnline®** for any purpose except access to your company's accounts. In using this site, you agree not to disrupt or interfere with the site, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. You also agree not to use, attempt to use, or access other accounts, or create or use a false identity on the site.

You agree to indemnify and hold us, and our parents and affiliates, harmless for any loss or damage caused by your access, attempted access to or manipulation of any account or data of any third party and/or any defect in your system that causes damage to our hardware, software or data. We reserve the right to terminate or suspend access to **WEXOnline®**, in whole or in part, at any time, without notice.

WEXOnline® and the information provided on this site is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular

purpose. Wright Express Corporation, its subsidiaries and affiliates, make no warranty that use of the site or the materials will be uninterrupted, timely, secure, or error free or that defects, if any will be corrected and we assume no responsibility for any damages that may be suffered by you, including, but not limited to, losses from delays, nondelivery of content or any communications, errors, system down time, network or system outages, file corruption or service interruptions.

5. Governing Law, Severability

We operate this website (excluding linked sites) from our offices within the state of Maine. The website can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Maine, by accessing this website, you agree that these Terms and your use of the web site shall be governed in all respects by federal law and the internal substantive laws of the State of Maine, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. You further submit to exclusive jurisdiction and venue in the state and federal courts located in the State of Maine for all disputes, cases and controversies regarding this website, your use of this web site, and your relationship with us. We make no representation that materials on this web site are appropriate or available for use in other locations, and accessing them from territories where the content is illegal is prohibited. Customers who choose to access this web site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which you reside. If any provision of these terms is prohibited by or rendered invalid by applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms.

6. For Customers Using Electronic Billing Method

You may receive copies of your invoice via **WEXOnline®**. In the event that you elect to receive all your invoices electronically and not via standard U.S. Mail, the invoice shall be deemed delivered to you upon our confirmation of electronic mailing. All the terms and conditions concerning payment and any disputes in billing as set forth in your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors remain in full force and effect. If you wish to make an inquiry regarding an invoice or a particular transaction, please contact Customer Service at the number listed on your credit agreement.

7. For Customers Using Electronic Payment Method

If you enroll in our electronic payment service, you can make payments due under your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors by initiating an electronic payment from your account maintained at your financial institution, by means of an Automated Clearing House (the "ACH"), and the following terms and conditions will apply to any such payment:

(a) We will transmit such Entries initiated by you to the creditor under your Credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors. Your creditor will initiate the payment transaction through its bank (the "Creditor's Bank") which will transmit the entries directly or indirectly to

the ACH, as provided in the Operating rules of the National Automated Clearing House Association ("NACHA"), as in effect from time to time (the "Rules"), and these Terms of Use. As used herein, the terms "Settlement Date," "Entry," and "File" have the meaning set forth in the Rules.

(b) You agree to comply with (i) these Terms of Use, (ii) all applicable laws, including federal law (including without limitation Article 4A of the Uniform Commercial Code), and (iii) the Rules insofar as applicable. The specific responsibilities and requirements provided in the following paragraphs of these Terms of Use in no way limit the foregoing undertaking.

(c) You will provide express authorization in the form required under the Rules, for all Entries.

(d) The Company will provide Entry information in the manner specified in the electronic payment request on this site. Such information will include your bank account number, your bank's ABA routing number, the payment amount and payment date.

(e) The deadline for submitting an Entry is 3:30 PM EST on each business day.

(f) If you would like to cancel or modify an Entry, you can do so before the 3:30 PM EST deadline.

(g) You will ensure that the Account contains sufficient immediately available funds to cover any debit Entry initiated to it not later than the Settlement Date applicable thereto.

(h) In the event any Entries are rejected by the ACH for any reason whatsoever, it shall be your responsibility to remake such Entries or to make other arrangements for making payment of amounts due under your Credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors; provided, however, that Creditor's Bank shall remake such Entries in any case where such rejection by the ACH was due to mishandling of such Entries by Creditor's Bank and sufficient data is available to the Bank to permit it to remake such Entries.

(i) You will indemnify Creditor's Bank if Creditor's Bank incurs any loss or liability on account of the breach, with respect to any Entries initiated by you, of any of the warranties of Originating Depository Financial Institutions contained in the Rules, except due to Creditor's Bank's own negligence.

(j) In the event you incur any loss due to the mishandling of a particular Entry or Entries, Creditor's Bank's liability you shall be limited to the minimum amount required under Article 4A of the Uniform Commercial Code.

(k) You warrant the accuracy of all transactions presented to Creditor's Bank and warrant that all transactions presented to Creditor's Bank are authorized and agree to indemnify Creditor's Bank from and against any claims, including third-party claims, arising from the breach of these warranties.

(l) In the event any Entry or File of Entries is delivered to Creditor's Bank by an agent or employee purporting to act on your behalf, Creditor's Bank shall be fully protected in acting in reliance on such Entry or File of Entries and need not inquire of you as to whether the same is duly authorized.

(m) You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Entries. You warrant that no employee or agent will be allowed to initiate Entries in the absence of proper supervision and safeguards, and you agree to take reasonable steps to maintain the confidentiality of any passwords, codes, security devices and related instructions Creditor's Bank provides to you in connection with any security procedures. If you believe or suspect that any such information or instructions have been known or accessed by an unauthorized person, you agree to notify us immediately. The occurrence of unauthorized Entries will not affect any Entries Creditor's Bank initiates in good faith prior to receipt of your notification and within a reasonable time period to prevent unauthorized transmissions. If Creditor's Bank receives an Entry (or a request for cancellation or amendment of an Entry) that purports to have been transmitted or authorized by you, it will be deemed effective as your Entry or request, provided that Creditor's Bank accepted the entry or request in good faith and acted in compliance with its security procedures with respect to the entry or request.

8. For Customers Using Controls:

These terms and conditions supplement your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors and govern your use of Controls which may be used to help limit purchase capabilities on your cards and accounts.

Controls are subject to the disclosures provided to you, this Section 8 and the Important Information found in the **Profile Manager**. You should carefully review the Important Information prior to establishing Controls. Use of Controls is deemed acceptance of these terms and the disclosures found in the Important Information. The availability and effectiveness of Control limits is dependent upon each merchant's adoption of card specifications and the information transmitted to us by them. You understand and acknowledge that only transactions submitted to us for authorization are subject to Controls and that such Controls can only be enforced when the merchant provides sufficient information as part of their request for authorization for us to determine if it meets or exceeds the Controls that you have set. Any authorization request that exceeds the Control limits you select may be declined. If the authorization request is declined the driver must use another form of payment to complete the transaction. We are not liable on account of any merchant's refusal to honor the Card, regardless of the reason, whether or not you have established Controls for your cards or accounts.

The existence and/or use of Controls shall not affect your liability for unauthorized use of Cards. We reserve the right to modify Controls upon notice to you. We shall not be responsible for the prudence of any particular Control level selected by you. You agree that we are authorized to rely on such changes made by you or your authorized users and you further agree to indemnify us and hold us harmless for any loss, claim or damage allegedly caused by our reliance on such changes. You also agree that we will not be liable to you for any loss, liability or damages you suffer

which arise from, are related to, or are in any way connected with any Controls or other purchase restrictions which we may implement from time to time.

9. Questions

For questions concerning these terms or the products described online please call the following number: 1-800-492-0669, or send inquiries to: Wright Express Corporation, P.O. Box 639, Portland, ME 04104. Be sure to include your account number with all inquiries.

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Addendum II
INSERT PARTICIPATION ADDENDUM

**ADDENDUM TO FUEL CARD SERVICES AGREEMENT
BETWEEN
WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION
AND
[ENTITY]**

CREDIT INFORMATION									
<small>Participating Entity agrees that in the event the account is not paid as agreed, Card Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.</small>									
Participating Entity					Phone #		Fax#		
<small>Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.</small> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>									
Headquarters Name and Physical Address (Do not include PO Box)							Applicant's Taxpayer ID # (TIN, FEIN or SSN)		
In Business Since (yyyy)		Year of Incorporation (yyyy)		Number of Vehicles		Avg Monthly Fuel Expenditures \$		Avg Monthly Service Expenditures \$	
Billing Contact			Billing Address			City		State	Zip+4
<small>Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.</small>									
Authorized Fleet Contact Name				Title		Phone #		Fax #	
Mailing Address (if different from billing address)						City		State	Zip+4
Email address (required to take advantage of product type card controls)									
Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using. <small>If you provide a valid email address above, you can select from these product type options:</small> <input type="checkbox"/> All Products <input type="checkbox"/> Fuel & Service <input type="checkbox"/> Fuel & Fluids with Roadside Assistance <input type="checkbox"/> Fuel with Roadside Assistance <input type="checkbox"/> Mix of card types									
<input type="checkbox"/> Check here if business is exempt from motor fuels tax									
<small>INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.</small>									
<small>Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.</small>									

TERMS
<p>Definitions:</p> <p>"Agreement" means: Contract No. [x] effective [date] for Fuel Cards and Fuel Management Services (the "Agreement") between the [entity] ("[entity]") and Wright Express Financial Services Corporation ("WEX FSC").</p> <p>"Participating Entity" shall mean the Participating Entity as defined in Contract [x] permitted to purchase services under the Agreement, as specified in the Credit Information above.</p> <p>All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.</p> <p style="text-align: center;">Continued on page 2.</p>

ADDENDUM TO FUEL CARD SERVICES AGREEMENT CONTINUED

Agreements of WEX FSC and Participating Entity:

1. Participating Entity represents that it is authorized by the laws of the [entity] to enter into this Addendum and to participate under the Agreement.
2. Participating Entity hereby requests the services of WEX FSC described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.
4. Participating Entity acknowledges that this Agreement will not be binding and effective until WEX FSC has also completed it.

AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Participating Entity:

WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION

By: _____

(Contracting Agency's Authorized Signatory)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Complete and sign addendum. Fax both pages to .

FOR OFFICE USE ONLY

Opportunity Number	Sales Code	Plastic Type	Coupon Code	Account Number
				04