



WEX Bank  
7090 South Union Park Center, Suite 350  
Midvale, Utah 84070

May 9, 2016

State of West Virginia  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Attn: Linda B. Harper

05/18/16 10:32:16  
WV Purchasing Division

Ms. Harper:

WEX Bank, formerly Wright Express Financial Services Corporation, would like to thank the State of West Virginia for the opportunity to respond to the State's Request for Quotation for Fuel Only Credit card Services. WEX has been a contract holder with the State since 2011, serving the fleet purchasing needs of both state agencies and local governments. Today, there are approximately 241 accounts, 5,696 cards and an annual volume of 4.1 million gallons running through our program. The state has been able to receive fuel tax exemptions for Federal taxes, while leveraging one of the most state of the art fleet card programs in the industry. We have enjoyed the partnership, and would like to continue serving the state in this regard.

The WEX Fleet Card is accepted at 90% of the retail fueling locations in the United States and offers best in class card functionality, reporting, and customer service. WEX currently provides fleet fuel cards for 25 states and has governmental and tax exempt customers in all 50 states. Our State customers represent approximately 400,000 cards. WEX also provides fleet card services as a subcontractor under the Federal Government's SmartPay2 Charge Card Program for Department of Defense, Department of Energy, Department of Treasury, Department of Agriculture and GSA Fleet, representing more than 300,000 cards. Our technology and service has greatly expanded in recent years. Some of the highlights include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 data if using MasterCard)
- Nine levels of hierarchy, for more flexible reporting and billing options
- Advanced card to prompt functions; ability to tie one card to one prompt, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies



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- Comprehensive tax exemption program for Federal and State taxes
- Additional online reporting tools, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- More control over user access to the online system, with advanced administrative functions

As part of our government fleet program, the State will receive unmatched support. The State will have the support of our 24/7, award-winning, in-house customer service department for your drivers, and a Premium Fleet Services Account Manager as the daily contact for your program administrators.

The State's programs will also be supported at a strategic level by Government Account Manager Janet Webb. Janet will provide the State with regular program reviews and best practices based on what we have learned from our other government and commercial fleets. Janet is your primary point of contact during the RFP process.

Janet's contact information is:

Janet Webb  
97 Darling Avenue  
South Portland, ME 04106  
O: 207-523-7332  
C: 207-749-6176  
E: Janet.Webb@wexinc.com

Thank you for allowing WEX to present our program capabilities. We look forward to the opportunity to serve the State of West Virginia with our best-in-class fleet card program.

Sincerely,

Bernie Kavanagh, Contracting Agent



We see corporate payments differently.

## CRFQ FLT16000000003 EXHIBIT A - PRICING PAGE

	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
<b><i>SUBTOTAL:</i></b>					\$0.00
	Basis point	Multiplier	Estimated Monthly Retail Transactions	# of Months	Total Annual Volume Rebate
Domestic Volume Rebate	139	0.0001	\$1,000,000.00	12	\$166,800.00
<b><i>SUBTOTAL:</i></b>					\$166,800.00
<b>TOTAL:</b>					<b>\$166,800.00</b>

**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:	WEX Bank
Point of Contact Name:	Janet Webb
Point of Contact Phone:	207-523-7332
Point of Contact Fax:	207-253-1338
Point of Contact Email:	Janet.Webb@wexinc.com



## WEX Financial Incentives for the State of West Virginia

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide you with rebates in accordance with the below. The pricing contained in our proposal supersedes that of the attached sample terms and conditions.

### Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"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), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

### A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all your Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

Rebate Table

Monthly Gallons	Basis Points (Rebate Percentage)
0-399,999	139 (1.39%)
400,000-499,999	142 (1.42%)
500,000+	145 (1.45%)

### Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 30 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.



*Calculation*

We shall commence calculating the Volume Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

*Payment*

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

**Other Discounts**

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

**Billing and Payment**

Purchases are due and payable in accordance with the prompt payment laws of West Virginia. Please provide WEX the evidence of the Prompt Pay Act as it specifically relates to your entity. Invoices include transactions that have posted to our system in your billing cycle and may not include all transactions that have been made in the billing cycle.



**WEX Universal Fleet Card Fee Schedule**

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Over Credit Limit Fee	\$5.00 per transaction or \$100 flat fee per month <sup>1</sup>
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump <sup>2</sup>
Program Maintenance Charge	WAIVED
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

*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.*

<sup>1</sup>*You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.*

<sup>2</sup>*Actual charges to be applied to your account will be disclosed on your billing statement.*



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Sincerely,

Bernie Kavanagh, Contracting Agent



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**WEX Bank  
Universal Fleet  
Card**

**Response to:  
State of West  
Virginia**

**RFQ: Fuel Only  
Credit Card  
Services**

**Solicitation No:  
CRFQ  
FLT160000003**

**Opening Date and Time:  
May 19, 2016  
1: 30 p.m.**

<b>1</b>	<b>Qualifications and Experience</b>
<b>2</b>	<b>Response to General Requirements</b>
<b>3</b>	<b>Purchasing Affidavit</b>
<b>4</b>	<b>Acknowledgment of Addenda</b>
<b>5</b>	<b>Certification Signature Page</b>
<b>6</b>	<b>Contract Manager Contact Information</b>
<b>7</b>	<b>WEX Terms and Conditions</b>
<b>8</b>	<b>WEX Sites in West Virginia (on CD)</b>

WEX has been a leader in the fleet card industry since 1983 and processes transactions for more than 9.5 million vehicles.

Our closed-loop network in the U.S. includes site acceptance at more than 90 percent of the nation's retail fuel locations.

## QUALIFICATIONS AND EXPERIENCE

This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX's contact information is as follows:

WEX Bank	WEX Inc.
7090 South Union Park Center, Ste 350 Midvale, Utah 84047 (888) 842-0075	97 Darling Avenue South Portland, Maine 04106 (800) 761-7181

For more than 30 years, we have built our proprietary closed-loop network in the United States that includes site acceptance at more than 90 percent of the nation's retail fuel locations. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. WEX currently processes transactions for commercial and government fleets totaling more than 9.5 million vehicles. WEX markets its services directly to fleets, and to businesses as an outsourcing partner for its strategic relationships.

Today, WEX is a growing international provider of corporate payment solutions with an innovative product suite and a strong operating model. Based on the advances we made moving from a domestic fleet card provider to an international payment solutions organization, the

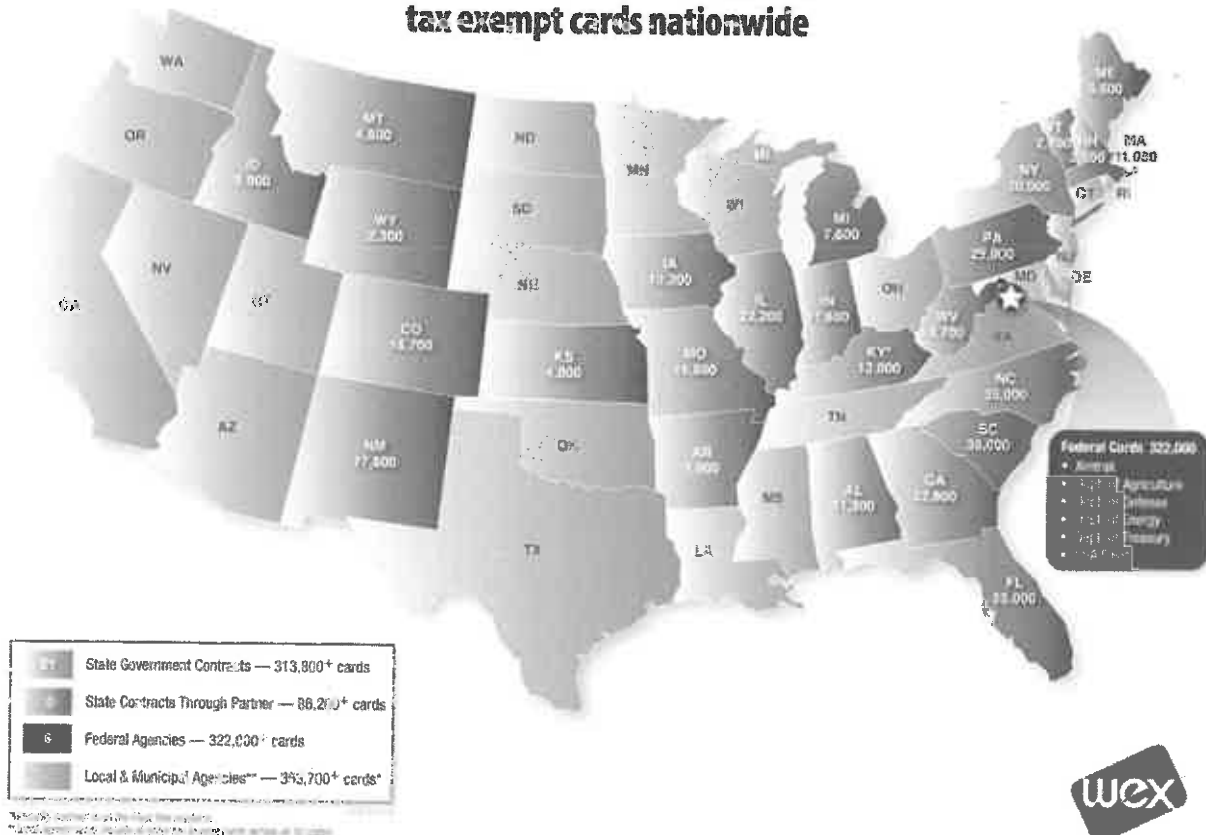
Company rebranded itself in 2012 as WEX Inc. from Wright Express, marking the next chapter in our Company's evolution.

## GOVERNMENT EXPERIENCE

WEX currently provides fleet fuel cards for 25 states and has governmental and tax exempt customers in all 50 states. Our State customers represent approximately 390,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay2 Charge Card Program for the GSA Fleet, and the Departments of Defense, Energy, Treasury, and Agriculture. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax exempt cards.

We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

## WEX services over 1.07 million tax exempt cards nationwide



## ABOUT WEX, INC.

WEX is a leading global provider of corporate payment solutions. From our roots as a pioneer in fleet card payments in 1983, we have expanded our scope to become a multi-channel provider of corporate payment solutions, representing 9.5 million vehicles and expanding into growing market sectors such as Travel, Healthcare, and Employee Benefits. WEX is focused on simplifying complex payment environments. We create efficiency for our customers and provide them with tools to aid in better decisions.

WEX currently operates its business in three segments: Fleet Solutions, which remains on the same basis that we have been reporting; Travel and Corporate Solutions, which includes the Travel business, as well as other verticals; and Health and Employee Benefit Solutions, which includes the Healthcare and Employee related businesses.

Within our Fleet Payment Solutions segment, we provide customers with fleet vehicle payment processing services specifically designed for the needs of commercial and government fleets. The foundation of WEX's marketplace leadership is our precision technology, which lets fleet

managers control purchases in the field and gives them detailed information and analytical tools to effectively manage their operations and reduce costs. Our fleet card products enjoy acceptance in the United States, Canada, Asia-Pac, and Europe.

We have established our leadership in the travel market on a global basis. Travel companies around the world are leveraging our virtual card platform to pay their suppliers regardless of the geographies or market segments in which they compete. In the healthcare market, through our acquisition of Evolution1, we offer innovative healthcare software and payment solutions that administer and manage consumer-directed accounts and exchange integration solutions.

WEX serves a global set of customers and partners through our operations around the world, with offices in: the United States, Australia, New Zealand, Brazil, the United Kingdom, Italy, France, Germany, Norway, and Singapore. The Company has been publicly traded since 2005, and is listed on the New York Stock Exchange under the ticker symbol "WEX."

In the past decade, our business has grown from \$241 million in revenue and 650 employees to \$854.6 million in revenue in 2015, and more than 2,200 employees around the globe.

### ***Moving forward***

As we move through 2016, we are bullish on our prospects. We are poised to capitalize on our market expansion into healthcare, while continuing to benefit from our extended geographic reach. In 2005, just 2% of WEX's revenues came from outside the US. As we open 2016, it is more than 20% and growing.

In Fleet, we see opportunities to gain market share among small, large, and mixed fleets and through our strong pipeline of new customers and partners, both domestically and internationally. We have laid the foundation in Europe through our Esso commercial card acquisition and will build on that portfolio. We continue to globalize our business, including extending our position into Asia through our global partners.

Travel is inherently one of the most global segments, and we continue to focus on market share gains, while laying the groundwork for growth in Asia-Pac. We also aim to capture a greater share of overall travel spend by extending our market reach within the industry.

In Healthcare, there are a number of macro factors we will leverage, including the increased movement to high deductible healthcare plans within the US. We seek to capitalize on the success of Evolution1 by expanding its partner network and continuing to innovate through leading technology.

### ***2015 Overview***

For the full year 2015, revenue increased 5% to \$854.6 million from \$817.6 million in 2014. Adjusting for constant currency, fuel prices, and fuel spread, revenue for the full year increased approximately 22%.

## General Requirements

### 3.1.1 Fuel Only Credit Card

#### 3.1.1.1

The WEX card is currently accepted at more than 1,100 retail fuel and service locations in West Virginia (see attached site list) and at more than 90% of the retail fuel locations in the United States. The WEX Fleet Card offers acceptance in all 50 states, all of which provide Level III data.



For a full list of participating locations go to [www.wrightexpress.com](http://www.wrightexpress.com)

Bigfoot	Cumberland Farms	Enmark	Fauser Oil	Grow Mark	Kenyon	Pantry	MFA Oil	Pantry	Quik Mart	Partners	Taylor Foods	Tipper Oil	Wesco
Certified	D & D Oil	Express Stop	Gas America	Halley's	Kraus	Lil Cramp	Multi Serv	PRIDE	Road Ranger	Rhymes 24	Thornton Oil	US Oil	Xtra Fuels
Coastal	Dairy Mart	Family Express	Garit	Huck's	Kroger	Lucky Stop	NU-Way	Pure	Rotlan	Stewarts	Town&Country	Valley Dairy	Zip Mart
Cogac	Depot	Farslad	Get-n-Go	ICO	Xum & Go	M & H	O'Connor	OK NEZ	Robbie	Shops	Trade Oil	Weigel Store	
	Economy	Fast Track	Global	Ideal	ixk	Mace Stores	OK Petroleum	Quality C	Prayer Farms	TGI			

For a list of accepting locations nationwide, visit <http://www.wexinc.com/accepting-locations>.

#### Card Types

**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 the time of authorization. It does not prevent items such as car washes paid for at the pump as merchant devices do not send this authorization request to us.

#### 3.1.1.2

A WEX 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 Driver ID (DID) and the odometer reading of the vehicle prior to receiving authorization for any transaction. Each DID can be assigned to one, many, or all cards on the WEX account and can either be generated by WEX at random, or assigned by the fleet customer. This 4- or 6-digit DID can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card you prefer to use). For example, if you decide to assign the card to the driver, the driver would typically enter a DID associated with the vehicle. If you prefer to assign the card to a vehicle, typically the DID is associated with the Driver. This DID, combined with the card and account

validation rules, is queried against the WEX database for verification and, if valid, the transaction is authorized.

The WEX card cannot be electronically activated without entering a valid DID, therefore the card is 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.

### **3.1.1.3**

As described above, when the card is swiped at the point of sale device, the driver will be prompted to enter a Driver ID (DID) and the odometer reading of the vehicle prior to receiving authorization for any transaction. This DID, combined with the card and account validation rules, is queried against the WEX database for verification and, if valid, the transaction is authorized.

The WEX card cannot be electronically activated without entering a valid DID, therefore the card is 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.

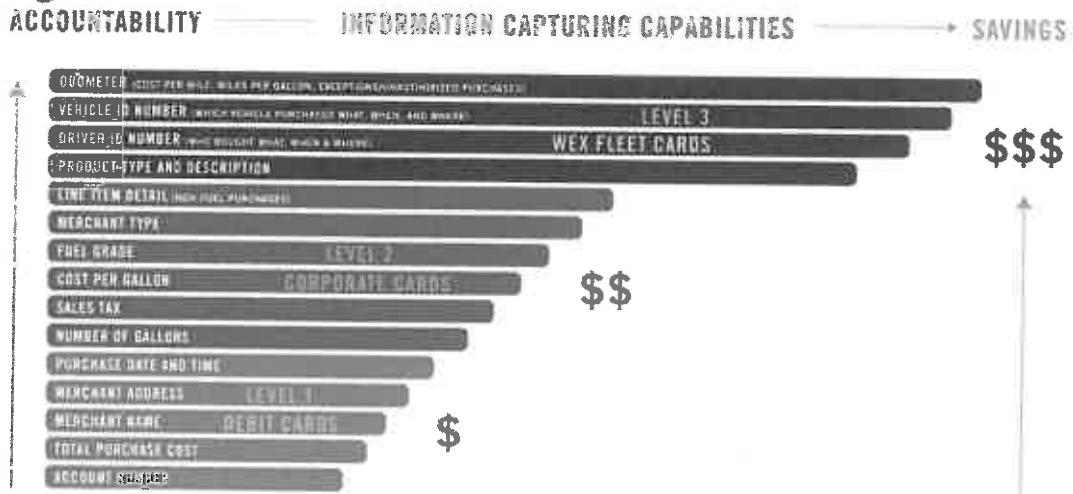
## **LEVEL III DATA CAPTURE**

WEX 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. Level III data is included in 99.8%\* of all transactions made with a WEX card. That data is included in standard and custom reporting. Some of our competitors claim 100% Level III data capture. However, this percentage is achieved through site lockout on their non-Level III locations, therefore decreasing the number of locations available to your drivers. This process forces your drivers to know which locations haven't been locked out due to insufficient data supply. Just 74% of MasterCard fueling locations are currently Level III capable.

The following graphic displays the type of data collected by WEX at all accepting locations and available to be reported back to you:



**Data captured by Level I, Level II and Level III**



*\*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 to WEX.*

**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 WEX. WEX 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.

**3.1.1.4**

WEX has to capability to allow one driver PIN to be active across the entire hierarchy level.

**3.1.1.5**

WEXOnline can support nine levels of hierarchy, which can be varied based on the State’s needs. Currently the state is utilizing four levels.

**3.1.1.6**

The Administration module of WEXOnline allows the fleet manager to create custom online user roles that can limit or broaden access into the system.

### ***Fleet Manager – Cards, Drivers, Controls, Invoicing***

The Fleet Manager module of WEXOnline® allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- 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 ( initially added during the implementation phase)
- Edit account information

### ***Custom Roles***

The Administration module of WEXOnline® allows the fleet manager to create custom roles that can be assigned to online users to limit or broaden access into the system. The fleet manager can create custom roles which provide users with access to different sections – like the driver section. This setup allows them to focus on their defined tasks without giving broader permissions that could be abused.

The Administration module allows the fleet administrator to add new online users, manage existing users, and manage online enrollment requests. **It's easy to determine who gains access to the system, what level of access is provided to the user and which accounts they have the ability to manage.** Management responsibility is shared, but the administrator retains ultimate control over access privileges. WEXOnline® is structured to provide the ultimate flexibility to meet unique account program needs.

#### **Benefits:**

- Provide the appropriate account and system access based on the user responsibilities
- Ultimate control over who has access to the system, what level of access and to what accounts
- Determine when the last time the users logged into the system

### ***Authorization Profiles***

Authorization profiles are the purchasing control parameters, or limits, which fleet managers assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used.

WEX offers the flexibility for the fleet manager to name the authorization profiles via numeric or alphabetic naming scheme. For example, one group of profiles could be named, “sedan,” and the profile could be applied to that grouping of vehicles. Or, the profile could be titled, “delivery driver,” and be set up for that specific type of employee. The fleet manager can assign



as few or as many as he/she needs. The fleet manager can have as many or as few profiles necessary to manage his/her fleet needs.

The Authorization Profile module allows fleet managers to add new profiles, view existing profiles, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.

Authorization control profiles allow the fleet manager to edit a profile and have that change impact all cards associated with that profile – that could be one card or 1,000 cards. This functionality saves manually editing each driver or vehicle record when a policy changes.

**Benefits:**

- Centralized account management
- Efficient administration of cards, driver, vehicles and authorization controls
- Quick link navigation to all management features and functions

**3.1.1.7**

WEX is currently providing a WEXLink™ file to the state on a secure FTP site. This file has the ability to integrate with wvOasis, ARI and other systems if needed. WEX also has the ability to customize files.

WEXLink™ is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs. Some of the detailed transaction information included in the WEXLink® billing file are:

<i>WEXLink File Data Summary</i>			
<i>Transaction Data</i>	<i>Site Data</i>	<i>Vehicle Data</i>	<i>Driver Data</i>
Product code	Site name	Vehicle number/ID	Driver ID
Product name	Brand name	Vehicle plate number	First name
Transaction date	Site address	License plate state	Last name
Transaction time	Site city	Odometer	
Transaction number	Site state		
Fuel type	Site zip code		
Unit of measure	Private site quantity		
Unit cost	Private site transaction		
Quantity purchased			
Gross dollars			
Exempted tax			

Reported tax			
Invoice number			
Billing period			
Account number			
Code tracking*			
Non-fuel purchases			

### **3.1.1.8**

The WEX Fleet Card is a standard size plastic charge card with an encoded magnetic strip on the back. The strip is encoded with the account and card information which, when read at the point of sale, is married in our systems with Level III data obtained during the transaction.

Although we use the highest grade plastic that is rated for longer periods of use, our standard term for card expiration is three years. WEX uses a three-year active period for our cards due to the wear and tear on the magnetic strip that will require a card to be replaced for optimum performance. WEX will send your drivers new cards 45 days prior to expiration ensuring that your drivers will never be without an active card. Some competitors offer longer card terms on equally rated card stock prior to replacement. We prefer to replace cards before they become problematic for your drivers and detrimental to the efficiency of your fleet operations.

### ***Card Delivery Methods***

WEX Cards can be delivered using the carrier specified by the fleet (e.g., the U.S. Postal Service or another common carrier, such as, but not limited to, FedEx and UPS). There is an overnight shipping fee for expedited orders if you choose not to use your own shipping account.

### ***Card Replacement***

WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day, via overnight mail for a fee if you choose not to use your own shipping account.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year.

The fleet may also provide us with notice of the loss, theft, or unauthorized use of any Card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to us for all unauthorized use of a Card until you notify us of such use.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

### 3.1.1.9

The fleet is allowed up to 20 user defined fields per entity (ie. Accounts, Cards, Drivers, and Vehicles). When you add or edit one of the entities, you have the ability to assign an appropriate user defined field value to the entity. This subsequently affiliates these values to any transactions that involve the entity.

### 3.1.1.10

WEX can continue to support color-differentiated plastic for vehicles, undercover operations, equipment, and rentals.

### *Card Assignment*

A WEX 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.

### *Undercover Operations*

WEX can assign a unique account number under which cards can be created to accommodate undercover vehicle operations. The account instructions include special information alerting Customer Service to the needs of the cardholders. Information pertaining to the type or name of the account will not be given to station attendants. These instructions may be accompanied by a request for a password that must be provided prior to initiating discussions with anyone calling on the account. Numbers can be used in place of driver names on monthly reports to help conceal the identity of undercover officers.

### 3.1.1.11

WEX's current card expiration is three years. However, WEX can work with the state on renewal cards if needed. WEX uses a three-year active period for our cards due to the wear and tear on the magnetic strip that will require a card to be replaced for optimum performance. WEX will send your drivers new cards 45 days prior to expiration ensuring that your drivers will never be without an active card. Some competitors offer longer card terms on equally rated card stock prior to replacement. We prefer to replace cards before they become problematic for your drivers and detrimental to the efficiency of your fleet operations.

### 3.1.1.12

The WEX closed-loop fleet card solution provides more in-depth transaction data, greater flexibility and security, and tighter controls than open-loop credit card alternatives.

The WEX card can only be used at fuel and maintenance locations. This is the first line of defense against unauthorized or fraudulent spending, which could occur easily with an open-loop credit card that can be used at any retailer, not just fuel and maintenance sites.

One of the most significant advantages the WEX proprietary closed-loop fleet cards offers over an open-loop solution is our custom-built network. WEX can ensure that any vendors accepting our cards will comply with the same requirements and that data capture is tailored specifically to meet fleet customer needs.

### ***Greater Access to Level III Data***

The WEX proprietary closed-loop network captures Level III data on 99.8% of transactions. This means that when a driver swipes the card, the point-of-sale device will prompt them to enter the Authorization Prompt ID and odometer reading. Level III line item detail allows fleet managers to better track their fleet's expenditures, facilitating cost analyses, vehicle life-cycle analyses and overall fleet management. For example, the driver will be prompted to enter the odometer reading providing valuable vehicle information such as cost per mile, miles per gallon, vehicle operating costs, and intelligence for preventive maintenance schedules and vehicle replacements. It can also help streamline administrative operations, reducing the time and resources devoted to accounting.

### ***Greater Security***

Another significant benefit of Level III data capture is that it requires the cardholder to input an Authorization Prompt ID for each transaction, preventing the card's use in case of loss or theft. Authorization Prompt IDs make fleet cards more secure and help limit fraud, both internal and external.

The Authorization Prompt ID can be linked to a specific purchase profile in WEXOnline® providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes.

Contrast this to a typical credit card, which usually requires no additional verification.3.1.1.13

#### **3.1.1.13**

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide you with rebates in accordance with the separately sealed cost proposal.

#### **3.1.1.14**

WEX understands and agrees that the State's prompt payment law governs 30-day payment terms.

#### **3.1.1.15**

WEX maintains transactional data online 24 months from the date of the transaction and archives data for six years from the date of transaction. Archived data is not always available in the original format.

WEX agrees that it will make every attempt to ensure that contract close out and transition to a new vendor, if necessary, is successful, and will assign a close out and transition team to carry this out.

Coordinating the card, driver and account terminations in our system to coincide with the timing of their transition has been our primary focus and action. WEX will continue to provide reporting as needed, communicate with the customer about how long they will need online access, and only suspend the accounts accordingly until online access is not needed and then

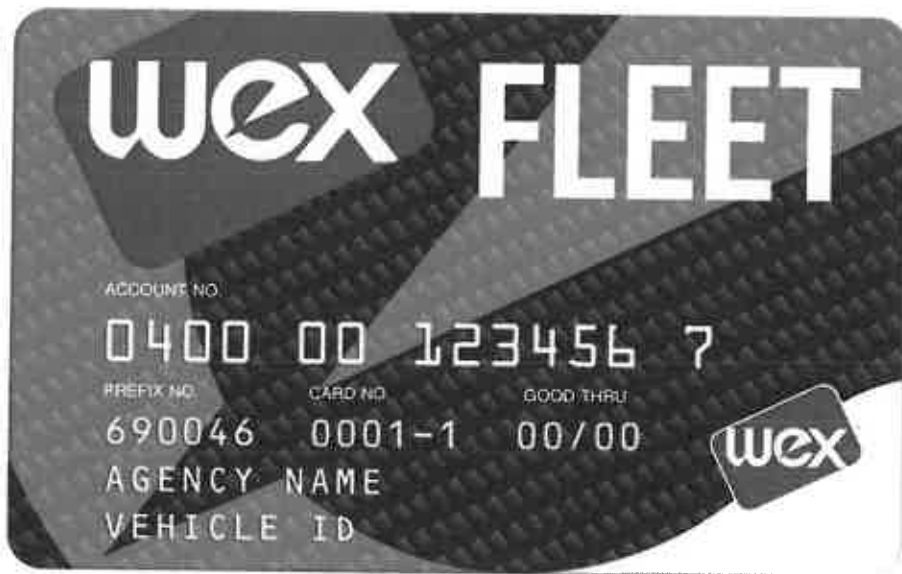
terminate the accounts and associated online logon(s). We will work with the State to establish a reasonable date or phase out of WEX card usage, so that there is no interruption in service, and keep credit on the account accordingly if there are no credit issues. If there are credit issues we will communicate with the customer and the bank to work out a plan to switch to the new provider when needed. The goal of the plan and the continuous communication to the fleet is to provide uninterrupted fueling and reporting. All of these activities are performed by an account manager per an authorized fleet contact request.

### 3.1.1.16

WEX will provide **Fuel Only cards**, which 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 the time of authorization. It does not prevent items such as car washes paid for at the pump as merchant devices do not send this authorization request to us.

### 3.1.1.17

The WEX logo can be displayed on the secure, fuel only credit card. We can also continue using the color-differentiated plastic you currently use. The below is a standard WEX card.



### 3.1.1.18

Please see the fee schedule included in the separately sealed cost proposal.

### 3.1.2 Reporting

#### 3.1.2.1

WEXOnline® is robust web based application that offers a suite of intuitive exception reporting options for complete visibility and control over the fleet’s purchasing behavior. The Flexible Exception reports capture and aggregate violations for easy reference so a fleet manager can identify, monitor and correct adverse purchasing behaviors. The fleet manager selects the parameters and can make modifications quickly and easily. Choose from the following options:

Flexible Exception Reporting	Level	Frequency
More than X dollars per transactions	Card or account	Daily
More than X dollars per fuel transactions	Card or account	Daily
Unauthorized fuel products	Card or account	Daily
Number of gallons per transactions exceeding X	Card or account	Daily
Fuel Economy Average	Card or account	Daily
Non-fuel transactions	Card or account	Daily
Transaction total for day exceeding X	Card or account	Daily
More than X transactions per timeframe (day or month to date)	Card or account	Daily
More than X gallons per timeframe (day or month to date)	Card or account	Daily
Total purchases per month exceeding X	Card or account	Daily
Average PPG exceeds X	Card or account	Daily
Inactive card for calendar month	Card or account	Daily
Transactions occurring in/out of State	Card or account	Daily
Hours of purchasing	Card or account	Daily
Days of purchasing	Card or account	Daily

Exception reporting can be set up for an individual account or grouping of accounts. Exception reports can be made private, meaning only the creator of the report can view the output or can be shared globally; meaning anyone who has access to the WEXOnline® reporting feature can view the report output. Exceptions can monitor the card, the vehicle, and the driver (as applicable). When a threshold is exceeded, details are populated on a report and made available for viewing online via WEXOnline® or downloaded into an Excel or CSV file. The

transaction is authorized so the driver stays on the road, but the behavior is reported so the fleet manager can monitor and correct behavior as necessary.

### ***Real Time Alerts***

Real Time Alerts allow the fleet manager to define purchasing guidelines on specific authorization controls. Alerts are sent for situations which may be outside of normal

operational behavior. For example, if a transaction exceeds a set dollar amount, occurs outside a specific time frame, or when general merchandise is purchased. Alerts can also be sent if the vehicle is fueled at a higher dollar amount than the tank size of the vehicle. If an exception occurs, the fleet manager receives an email

or text within minutes. The message provides details about the purchase that fell outside the set parameters and includes driver and vehicle information. Alerts can be sent directly to the fleet manager's email or mobile phone, and are housed in the WEXOnline® Report module for analysis and monitoring.

Real Time Alerts
Transactions per period
Dollars per period
Gallons/units per period
Consecutive declines
Day/time of week
Product type category

### **3.1.2.2**

WEX offers a suite of reports to help slash the administrative time involved with managing fleet expenses. We require all accepting merchants to be Level III capable, a level of transaction data capture that provides the foundation for our superior reporting tools.

The major report categories we offer are:

- Management Reports
- Profile Reports
- Transaction Reports
- Exception Reports
- Benchmark Reports
- Billing Cycle Report

In addition to these reports, our Premium Fleet Services Account Managers have advanced query tools that help them satisfy complex reporting needs not covered by our standard reports.

**Management Reports**

Management Reports provide fleet managers and administrators with a view into the entire portfolio, illuminating trends and areas for possible savings. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Major Fleet Activity Report	This report provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons and average PPG. The report helps fleets identify which merchants they are using and whether they could save by switching to brands with a lower PPG.	WEXOnline	Monthly
Account Review	This report 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). This report allows fleets to identify areas of opportunity (such as excessive premium fuel use).	WEXOnline	Monthly
Opportunity Report	This report outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at a zip code level against the entire WEX portfolio. This report provides insight into where your drivers are fueling, identifying ways to save by fueling at lower cost stations near their routes.	WEXOnline	Monthly

**Profile Reports**

Profile Reports provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Account Profile	This report itemizes the accounts within your hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts. This report helps fleet managers ensure their accounts are set up as desired.	WEXOnline	On Demand or Scheduled
Card Profile	This report provides a broad view of cards across multiple accounts or focused on a single account. This allows fleets to monitor and review card data	WEXOnline	On Demand or Scheduled



Report Name	Description/Benefit	Mode of Delivery	Frequency
	based on a comprehensive view of card attributes or just a few specific card details.		
Vehicle Profile	This report provides a broad view of vehicles and assets across multiple accounts or focused on a single account. This allows fleets to monitor and review vehicle data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On Demand or Scheduled
Driver Profile	This report provides a broad view of drivers across multiple accounts or focused on a single account. This allows fleets to monitor and review driver data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On Demand or Scheduled

**Transaction Reports**

Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help you drill down to the data you need.

Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Transaction Details	This report is a simple, on-demand, ad hoc report tool that provides posted transaction details for a period of time you specify (up to 24 months). This tool is especially useful in viewing transactions associated with a particular billing cycle, or, a quick way to look up something you are investigating. It has both filtering and sorting capabilities.	WEXOnline	On Demand
Ad Hoc Transaction Summary	This report is a simple, on-demand, ad hoc report tool that provides posted transaction details at a summary level for a period of time you specify (up to 24 months). This tool is especially useful in viewing a summary of information by account, card or brand, with an ability to then drill down into transaction details to get more information.	WEXOnline	On Demand
Transaction Management	This report is a comprehensive, highly customizable, transaction-level report that allows you to analyze usage at certain merchants or within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields you care about.	WEXOnline	On Demand or Scheduled

Report Name	Description/Benefit	Mode of Delivery	Frequency
Authorization Activity	This report provides a direct view of authorization activity, which is posted in real-time in our system. This detailed authorization data helps you make informed decisions and perform analysis to help manage and enforce driver purchasing policies. It is also an excellent tool for assisting drivers on the road who may have encountered a "decline" at the fuel pump, but are unsure why.	WEXOnline	On Demand or Scheduled

**Exception Reports**

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception Reports, when paired with your card controls, help you effectively manage your program by identifying potential fraud or abuse. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Exceptions	This report is a simple, on-demand, ad hoc exception report tool that provides the ability to view posted transaction details for a variety of exceptions. Some of the options include: high octane fuel, weekend purchases, number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.	WEXOnline	On Demand
Flexible Exceptions	This report provides a comprehensive set of exception parameters for posted transactions upon which you can be alerted. Any transactions that meet the threshold you have set will be captured on a report for your review. Additionally, you can choose to receive an email once a day notifying you that an exception has occurred. This tool is effective in identifying possible fraud or abuse of cards.	Email and WEXOnline	Daily capture of transaction details; on demand report viewing
Real Time Alerts	This tool allows you to set parameters within your Authorization Profiles so you can be immediately alerted when a transaction falls outside of that parameter. An email will be deployed to notify you of what has occurred, in near real-time, and it will also be available for review in an online report. This tool is very effective in identifying possible fraud or abuse as the transaction is occurring.	Email and WEXOnline	Emailed as threshold is exceeded; on demand report viewing

### Benchmarking Reports

Benchmarking Reports provide a way for fleets to understand how their purchasing behavior compares to others, and provides insight into the types of merchants being used. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Minority and Women-Owned Business Report	This report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets that are tracking their minority spend and have a program to increase spend at minority- and women-owned businesses.	WEXOnline	Monthly
WEXIndex™	WEXIndex™ is an index and report published by WEX for the price per gallon of certain fuel types in a given month. Our customers use this report to understand pricing trends in the industry. Within the Account Review (see above under Management Reports), it is used to benchmark your fleet's pricing behavior vs. the national average for the specific fuel type. This tool is an excellent way to help your drivers make good choices on where they fuel and where fueling costs can be reduced.	WEXOnline	On Demand

### Billing Cycle Reports

Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial.

Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Purchase Activity Report	<p>This is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in a PDF format. It consists of several key elements:</p> <ul style="list-style-type: none"> <li>• Purchase Activity: by card transaction details for that cycle</li> <li>• Financial Summary: financial roll-up of spend by account, fuel and non-fuel</li> <li>• Site Summary: roll-up of purchase behavior by brand, with totals</li> <li>• Tax Exempt Summary (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type</li> </ul>	WEXOnline	With invoice, at cycle close

Report Name	Description/Benefit	Mode of Delivery	Frequency
View Details	This is our standard transaction detail report that is available online and accompanies each invoice. The report can be downloaded into Excel or CSV as needed and provides an easy way for fleets to reconcile their transactions with their invoice, with an ability to download for additional filtering or archiving.	WEXOnline	With invoice, at cycle close
WEXLink	WEXLink is a comprehensive data file available to fleets that wish to import transaction details into their systems. It can serve as simply a report, or as a billing and reporting file. (See description below)	WEXOnline, FTP, or Email	With invoice, at cycle close

**WEXLINK™**

Most of our larger fleets choose to receive billing data in the form of WEXLink™, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system.

WEXLink File Data Summary			
Transaction Data	Site Data	Vehicle Data	Driver Data
Product code	Site name	Vehicle number/ID	Driver ID
Product name	Brand name	Vehicle plate number	First name
Transaction date	Site address	License plate state	Last name
Transaction time	Site city	Odometer	
Transaction number	Site state		
Fuel type	Site zip code		
Unit of measure	Private site quantity		
Unit cost	Private site transaction		
Quantity purchased			
Gross dollars			
Exempted tax			
Reported tax			
Invoice number			
Billing period			
Account number			
Code tracking*			
Non-fuel purchases			

**3.1.2.3**

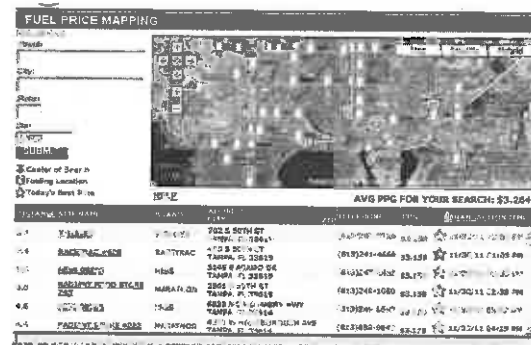
WEX agrees that rounding of transactions will not occur.

**3.1.2.4**

The Resource Tools module of WEXOnline® provides one-click access to WEX accepting locations. The WEX Card is accepted at more than 90% of US retail fuel locations. It's easy to access fuel pricing information, as well as specialized directories for diesel and alternative fuels.

The **Fuel Price Mapping Tool** allows the fleet manager to search for WEX accepting locations. We also provide you with the most recent transaction pricing information for each location. Since the WEX network is one of the most comprehensive, and conducts millions of transactions each week we can provide real-time information, so the fleet manager can make low-cost fueling decisions. The fuel price mapping tool is also available on iPhones and Android smart phones which allows drivers to find the best fuel price in the area.

The **Top Metro Fuel Index** gives a solid data point to understand regional variances in pricing and allow insight into future trends. This allows the fleet manager to take advantage of downward trends and adjust for potential rising cost trends.



**Diesel and Alternative Fuel Directories** allow fleet managers to locate fuel types which can sometimes be difficult to locate. These directories can be referenced to determine the most efficient fueling location, regardless of fuel choice.

In addition to the fuel tools available on WEXOnline®, WEX offers a mobile fuel site locator application called **WEX Connect**. Users can quickly and easily locate the nearest fueling locations and sort based on price or distance.

The user can either conduct a radius search from their current location or search based on a specific address, city, state, or zip code. The fuel prices are date and time based on the actual transaction price which provides the user with the most up-to-date information available.

WEX Connect location is the industry's only fuel site locator with integrated text-to-speech technology allowing the user "hands free" operation by having the directions read aloud to the selected location. These features, along with the ability to find service stations and fueling locations offering diesel, E85, regular and CNG, help to ensure that your drivers find the fuel they need — at a price that benefits your bottom line.

**Benefits:**

- Efficiently locate WEX accepting locations regardless of fuel type
- Obtain pricing information to locate the best priced fuel

**3.1.2.5**

WEX meets this requirement. Please see the above description of our reporting capabilities.

**3.1.2.6**

WEX meets this requirement. Please see the above description of our reporting capabilities.

**3.1.2.7**

WEX meets this requirement. Please see the above description of our reporting capabilities.

**3.1.2.8**

WEX meets this requirement. Please see the above description of our exception reporting capabilities.

**3.1.2.9**

WEX can meet all of the requirements as stated. WEX will provide you with a quarterly miss rebate report that will include but not limited to, account number, number of transactions, dollars spent, gallons purchased, and qualifying rebate dollars that were missed.

**3.1.2.10**

WEX can provide monthly equipment and rental card reports.

### 3.1.2.11

The role of your Government Account Manager, Janet Webb, is to ensure you maximize the value of our program. This includes an in-depth understanding of your business and your goals so that they can provide you with the best solutions and best practices for optimal savings. Janet will engage with you during the implementation of your program, and ongoing, through regular business reviews which includes a review of key performance indicators, sharing best practices, introducing new products, as well as tracking against your established policies, goals and objectives. Janet is also available to assist with problem resolution and escalation whenever necessary.

WEX reports that will help the State with this requirement include:

- **Account Review:** An analytical tool that provides an overview of an account's purchasing habits and allows a fleet manager to benchmark average spend against WEX universe, percentage of grade of fuel, active/inactive card, maintenance/fuel spend.
- **Opportunity Reports:** Drill down to the zip code level of fleet purchasing to allow the fleet manager to determine where savings opportunities exist.
- **Major Fleet Activity Report:** Gives the fleet manager monthly information (total gallons, total dollars, and average price per gallon ) on the specific merchants they utilize allowing them to make better purchasing decisions.

## 3.1.3 Management and Administration

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### 3.1.3.1

Upon the initial implementation, the Strategic Implementation Manager (SIM), will train the fleet management team on how to perform card and PIN maintenance, manage authorization controls, create exception reporting and review all reporting through the WEXOnline® system for their specific account setup. Additional training sessions will be scheduled with the team members who have modified access to the system. These sessions can be completed either through WebEx or in person depending upon the Agency needs and team member proximity. WEX can localize training sessions on maintenance, reporting and controls throughout the State as well.

WEX will provide recorded generic training sessions that can be posted to the State's intranet site as an additional tool. The WEXOnline® application has a help guide that provides step by step instructions to navigate the different modules available. The SIM will also work with the Agency to create a WEXOnline Summary Guide that outlines how the agency nuances and requirements will be captured and reported through the system as well as quick step guides for the online system.

WEX will also provide training on an ongoing basis as technical releases are completed to ensure the Agencies are taking full advantage of all the WEX offerings. Government Account Manager Janet Webb and Premium Fleet Services Account Manager Robert Carlson will also

work with the State to schedule additional training sessions as required or requested after the initial implementation is completed. At the conclusion of the implementation, the SIM will create a final document outlining the program as implemented for the State and capturing the nuances of the different Agencies along with any customized servicing or reporting that has been designed for your team.

WEX will hold ongoing WebEX and in person training sessions on the frequency determined by the state. For instance, WEX could host monthly WebEX trainings for new employees and those that need refresher training. Items included in the training are customizable depending on the need, but typically consist of:

- Program policies as dictated by the State
- Card Usage
- System access
- Customer Service Support
- Updated technology
- Best Practices
- Industry trends

### **3.1.3.2**

WEX agrees to participate, with 30-day notice, in as many as two seminars in West Virginia to educate drivers or operators on program requirements at no cost to the State.

### **3.1.3.3**

The Administration module of WEXOnline allows the fleet manager to create custom online user roles that can limit or broaden access into the system.

### ***Fleet Manager – Cards, Drivers, Controls, Invoicing***

The Fleet Manager module of WEXOnline® allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- 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 ( initially added during the implementation phase)
- Edit account information



### **Custom Roles**

The Administration module of WEXOnline® allows the fleet manager to create custom roles that can be assigned to online users to limit or broaden access into the system. The fleet manager can create custom roles which provide users with access to different sections – like the driver section. This setup allows them to focus on their defined tasks without giving broader permissions that could be abused.

The Administration module allows the fleet administrator to add new online users, manage existing users, and manage online enrollment requests. **It's easy to determine who gains access to the system, what level of access is provided to the user and which accounts they have the ability to manage.** Management responsibility is shared, but the administrator retains ultimate control over access privileges. WEXOnline® is structured to provide the ultimate flexibility to meet unique account program needs.

#### **Benefits:**

- Provide the appropriate account and system access based on the user responsibilities
- Ultimate control over who has access to the system, what level of access and to what accounts
- Determine when the last time the users logged into the system

#### **3.1.3.4**

WEX can provide six-digit Driver IDs that can be generated randomly or selected by the State.

#### **3.1.3.5**

WEX agrees that it will not make Driver IDs available any parties not approved by FMO.

#### **3.1.3.6**

WEX agrees that the FMO is the only user approved to order new cards or replace damaged or lost cards unless otherwise designated by the FMO. Please see our response to 3.1.3.3.

#### **3.1.3.7**

WEX will continue to provide functional integration capabilities with ARI and wvOASIS.

## 3.1.4 Uninterrupted Fuel Service

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### 3.1.4.1

WEX can provide temporary replacement cards which can be kept by the State in a suspended status and un-suspended when needed for use. The State can order these cards on an as-needed basis.

WEX's current card expiration is three years, however WEX can work with the state on renewal cards if needed.

## 3.1.5 Support

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### 3.1.5.1

Our fleet customers cite the customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers to your Program Coordinators as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSR's) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card program.

### ***Service Excellence Awards***

WEX has received numerous awards for customer service excellence including:

- Top 20 Call Centers in America: Small Call Center Category, 2010 and 2011 and the Mid-Sized Category, 2012-2014. Awarded by the Benchmark Portal (affiliated with Purdue University's Center for Customer Driven Quality)
- Spirit of Achievement Award from GE Capital Services
- Quality Partner Award from AT&T (formerly SBC)
- Maine State Quality Award
- Electronic Commerce Forum of Maine – Best of the Web Award
- The Blue Chip Enterprise Award
- Maine State Chamber of Commerce Investor Award
- Award of Excellence from SCIP for Best-in-Class Management and Leadership
- Outstanding High Performance Award from ExxonMobil Fleet

- Customer care recognition award for exemplary service from the GSA Fleet Management Division

The **WEX Customer Service Department** is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and Program Administrators. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone.

### ***Customer Satisfaction***

Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have **75% of calls answered by a person within 20 seconds.\*** We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

*\*This is subject to change based on seasonality and call volumes.*

### ***Customer Service Management***

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Customer Service Help Desk is available to support service representatives with calls that require additional research or specialized knowledge. The goal is to resolve issues in one call and provide an immediate response.

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The trainer is responsible for establishing the monthly training agenda for the Team Leaders to complete during the weekly team meetings.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

### ***Skill-Based Call Routing System***

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

### ***Emergency Response***

WEX is prepared to support the needs of our customers in the cases of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some of the services that can be provided upon request include the following:

- **Emergency plan development:** we work with each customer to prepare a plan of response should an emergency occur
- **Set up of online emergency card profiles,** so you can easily remove or change your card control limits to support your emergency needs
- **Regular updates** outlining which networks and fuel stations are open and active in disaster areas

Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.

## ACCOUNT MANAGEMENT

We recognize the specialized needs of our large fleet customers and have a service operation tailored just for you.

### ***Government Account Manager, Janet Webb***

The role of your Government Account Manager is to ensure you maximize the value of our program. This includes an in-depth understanding of your business and your goals so that they can provide you with the best solutions and best practices for optimal savings. Janet will engage with you during the implementation of your program, and ongoing, through regular business reviews which includes a review of key performance indicators, sharing best practices, introducing new products, as well as tracking against your established policies, goals and objectives. Janet is also available to assist with problem resolution and escalation whenever necessary.

### ***Premium Fleet Services Account Manager, Robert Carlson***

Your Premium Fleet Services Account Manager, Robert Carlson, is the primary day-to-day contact for your fleet managers. Robert generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Robert can help create reporting that may not be easily accessible to the Fleet Managers. It is Robert's goal that the Fleet Managers have the necessary data to manage their fleets. PFS 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, Monday through Friday. PFS Account Managers return phone calls within two business hours and return emails within 24 business hours.

### ***Strategic Support***

WEX's Strategic Support Team provides specialized support for large, complex accounts with non-standard requirements for implementation and management. The Strategic Support 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.

Strategic Support is a specialized team of expert service representatives that augments our standard call center in order to meet the needs of large clients. The Strategic Support team helps support operations for our most valued and strategic customer relationships. WEX can provide exclusive Strategic Support coverage to the fleet's designated Program Administrators. The WEX Strategic Support allows the client to dial a toll free number 24 hours a day, seven days a week to reach an individual who is expert in the requirements of your program.

### ***Customer Service Department***

The WEX Customer Service Department 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 WEX 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 WEX card and in the charge card manual at all stations.

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

### ***Strategic Implementation Manager***

Strategic Implementation Managers work exclusively with WEX's 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.

### ***eServices***

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX's online tool. The eServices team strives for one-call resolution and, where applicable, customer education on use of our online products.

### ***Fraud Specialists***

WEX's experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs — prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments.

### ***Merchant Services***

The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet.

### ***Strategic Receivables Services (SRS)***

WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific

receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program.

SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.

## **3.1.6 Payment and Invoicing**

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### **3.1.6.1**

WEX agrees that the costs of fuel transaction that post during the billing period must match the invoice. Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle.

### **3.1.6.2**

WEX agrees that it will invoice separate units and entities.

### **3.1.6.3**

WEX agrees that any fees incurred during the billing cycle will appear on the invoice.

### **3.1.6.4.1 and 3.1.6.4.2**

WEX offers the following tax program.

#### ***Federal Gasoline and Diesel Excise Tax-Exempt Program***

WEX 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***

WEX 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)

Your tax-exempt reporting through WEXOnline<sup>®</sup>, WEXLink<sup>™</sup> 300, and the paper 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 WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as “showtax.” “Showtax” transactions clearly list any transactions and tax amounts that WEX 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 WEX 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 WEX 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 WEX 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. WEX 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.

### **3.1.6.5**

WEX agrees. Rebates shall be paid to you monthly in arrears and will be itemized on the monthly invoice.

## **3.1.7 Local Government Bodies**

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### **3.1.7.1**

WEX will continue to extend terms to county, school, municipal and other government bodies and to political subdivisions. After gaining approval from the State, WEX will market the State's program to entities in WV.

## **3.1.8 Additional Requirements**

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### **3.1.8.1**

WEX agrees that it is responsible for all work done on the fleet card program.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: WEX Books

Authorized Signature: [Signature] Date: 5/19/16

State of Maine

County of Cumberland, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of May, 2016

My Commission expires STEPHANIE E. WOOD, 20    

NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES 04/01/2021

AFFIX SEAL HERE

NOTARY PUBLIC Stephanie E. Wood

Purchasing Affidavit (Revised 08/01/2015)

APPROVED AS TO AFFIDAVIT  
[Signature]

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: FLT1600000003**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

WEX BANK  
\_\_\_\_\_  
Company  
  
B. J. [Signature]  
\_\_\_\_\_  
Authorized Signature  
  
5/19/16  
\_\_\_\_\_  
Date

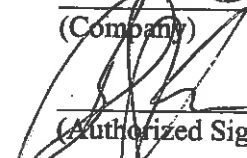


NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

WEX BANK  
(Company)

 BERNIE KAVANAGH, CONTRACTING AGENT  
(Authorized Signature) (Representative Name, Title)

888-842-0075, 801-568-4356  
(Phone Number) (Fax Number) (Date)

APPROVED AS  
TO FORM  


REQUEST FOR QUOTATION  
FUEL-ONLY CREDIT CARD SERVICES

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency and/or FMO showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JANET WEBB  
Telephone Number: 207-523-7332  
Fax Number: 207-253-1338  
Email Address: Janet.WEBB@WEXINC.COM

WEX Bank would like to provide and propose the following terms to be included in any resulting contract between us. These additional terms are specifically related to our product offering and banking regulations for issuing credit.

### Additional Terms:

**1. Definitions.** The following words have the following meanings:

“**Account(s)**” means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number.

“**Account User**” means Company or any other entity or individual authorized by Company to use Account or Cards.

“**Agreement**” means this Fleet Business Charge Card Agreement.

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

“**Card**” means a charge card provided by Issuer which is used to access Company’s Account.

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

“**Company**” means the corporation, partnership, limited liability company, proprietorship or other business entity that has applied for, or accepted an Account with Issuer.

“**DIN**”, “**DID**” or “**PIN**” means the identification number associated with an Account User or Card.

“**Issuer**” means WEX Bank.

“**Transaction**” means the use of a Card or Account to buy goods or services at accepting merchants.

“**Unauthorized Transaction**” means a Transaction made on a Card or Account by any person or entity other than an Account User.

### **2. Credit Limits and Accounts.**

2.1. Issuer may, in its sole discretion, extend credit, establish Accounts and/or issue Cards under this Agreement. Issuer may at any time, investigate the financial condition of Company or, as applicable, its subsidiaries and affiliates. As a part of that investigation, Issuer may require financial statements from the Company or, as applicable, its subsidiaries and affiliates.

2.2. Account Users can make purchases on the Account up to the credit limit that is assigned by Issuer. The credit limit for each billing account appears on the billing statement. Company agrees not to exceed its total credit limit. Issuer may change the credit limit of an Account User or the Company without prior notice. If Issuer permits or has previously permitted Company to exceed its credit limit, it does not mean that Issuer will permit Company to exceed its credit limit again.

2.3. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the credit limit. Company shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. Nothing contained in this Agreement prevents Company or an Account User from requesting an increase or decrease of the credit limit.

2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive or Account information; and (v) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer’s customer service department or through Issuer’s online system. Company remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company’s behalf. Unless Company reports any errors in Account information or Cards within three (3) business days of receipt, Issuer is entitled to rely on that information for servicing the Account.

2.5. Company is responsible for notifying Issuer of any revocation of any Account User’s authority to use or access its Accounts, Cards or, as applicable, DINs and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Company agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at a merchant for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card. Company agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Company is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

2.6. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. Company will automatically receive new Cards prior to the expiration date of their current Cards unless this Agreement is terminated.

2.7. Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Company shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Company agrees that Company’s use of Cards or Accounts is deemed acceptance by Company of this Agreement’s terms. All Cards or Account numbers provided remain the property of Issuer and shall be returned to Issuer or destroyed upon our request.

2.8. Issuer is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.

2.9. Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Company understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company’s dyed special fuel purchases without prior authorization from Company.

### **3. Controls.** Company may request that Controls be applied to its Account(s).

3.1. The availability and effectiveness of Controls is dependent upon each merchant’s adoption of card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant, and as such, Issuer is not responsible for inappropriate product code assignment. In addition, some Controls are not enforceable at island card readers.

Default Control values will be assigned by Issuer unless Company makes its own election(s) through the online product. More detailed information related to Controls and their limitations is available through the online product. Issuer is not responsible for the prudence of any particular Control level selected by Company. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Company remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of Controls will not affect Company’s liability for Unauthorized Transactions.

3.3. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient

information as part of the authorization. Issuer may, in its sole discretion, at any time, without prior notice modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. Issuer will notify Company after any modification is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

**Reports.** Issuer provides transaction data for each Account to the Company as transmitted by merchants. Company is responsible for reconciling that information. Issuer is not liable in connection with the accuracy or completeness of any specialty reports, management reports, data services or other information services provided to Company because that data is based upon third party information. In addition, Company understands that in the event an error is identified in a report, such as incorrect product code, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

**5. Payment Promise. (WEX understands that you may be governed by a separate Prompt Pay Act and will comply with the State law.)**

5.1. Company agrees to pay and/or perform, as the case may be, when due all indebtedness, obligations and liabilities of Account(s) established pursuant to this Agreement of every kind, nature and character whatsoever, including, without limitation: (i) fees listed on the attached fee schedule; (ii) all amounts payable for Transactions on each Card or each Account; (iii) any and all costs (including reasonable attorneys' fees) incurred in enforcing its obligations in this Agreement; and (iv) all obligations, covenants, and agreements in this Agreement.

5.2. Payment is due in full **thirty (30) calendar days** from the billing date appearing on the invoice, unless otherwise determined by a Prompt Payment Act. If the payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date.

5.3. Some customers, based upon Issuer's credit review may be required to make payment more frequently or Company may elect a shorter billing or payment cycle.

**6. Late Fees. (WEX understands that you may be governed by a separate Prompt Pay Act and will comply with the State law.)**

Upon payment default, finance charges will be assessed at a monthly percentage rate of 6.99%. The periodic rate will be prorated based on the company's billing cycle.

Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars (\$75.00), a minimum finance charge of seventy-five dollars (\$75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars (\$10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars (\$10), a finance charge will be assessed on the new balance upon payment default.

**Application of Payments and Early Payments.** Payments will be applied first to unpaid late fees and then to any unpaid balances. Company or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

**8. Disputed Amounts.**

8.1. Company shall use its best efforts to resolve purchase disputes directly with the relevant merchant particularly such disputes arising out of quality or warranty issues.

8.2. All billed charges must be paid in full regardless of reported disputes. During dispute a temporary credit may be placed on Company's account. All disputed items must be submitted in writing within sixty (60) days from the billing date or they will be final and binding. Company may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Company does not believe it is liable for that amount.

8.3. Transactions made at an island card reader where the Company or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the transaction information submitted by the merchant. It is also important to note that island card reader transactions require both a valid card and DID to be authorized and often are the result of employee misuse rather than true fraud as defined in this Agreement.

8.4. Certain Transactions in dispute may qualify for charge back to the merchant. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Company may be liable for the Transaction if the disputed item is found to be no fault of the merchant and therefore cannot be charged back to the merchant.

**9. Notice of Loss, Theft or Unauthorized Use.** In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Issuer must be immediately notified by calling 1-800-492-0669.

**10. Unauthorized Use and Unauthorized Transactions.**

10.1. Except as otherwise expressly provided below, Company will be liable to Issuer for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Issuer as provided in Section 9 of this Agreement; ii) such use or suspected use occurs as a result of the Company's lack of reasonable security precautions and controls surrounding the Cards or Accounts; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse by an Account User or other employee does not constitute unauthorized use or an Unauthorized Transaction.

10.2. If Company has less than ten (10) Cards issued to it for use by Company's Account Users or employees, Company's liability for Unauthorized Transactions will be limited as provided in the Truth in Lending Act and implementing federal regulations (currently \$50.00).

**11. Default.**

11.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the

Company to remit payment to Issuer in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, provided the breach is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Company under any other agreement between Company and Issuer.

11.2. If Company Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law which may include the payment of all reasonable costs of collection. Alternatively, Issuer may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

## **12. Disclaimers and Limitations.**

12.1. Issuer is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Issuer, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability under this Agreement shall be limited to actual damages incurred by Company as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: (i) all fees paid by Company to Issuer under this Agreement prior to the date when any claim is made against Issuer; plus (ii) all other revenue earned by Issuer for all Transactions made in the 12 months prior to the date of any claim made against Issuer. In no event will either party be liable for incidental, special, consequential or punitive damages and, any right or claim to either is expressly and unconditionally waived.

12.2. Except as otherwise required under law, Issuer makes no warranty with respect to goods, products or services purchased on credit through Issuer. Issuer further disclaims all warranties with respect to goods, products and services purchased with a card, including, without limitation, the implied warranty of merchantability.

12.3. Company acknowledges and agrees that Issuer is not liable to Company for any loss, liability or damages company suffers which result from, are related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct in implementing fraud control or purchase restriction measures Issuer has expressly agreed in writing to undertake for Company.

**13. Notices.** Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

**14. Federal Law:** We comply with federal law 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.

## **15. International Use of Cards/Currency Conversion.**

15.1. Cards are issued for use by Company's United States based operations, but may be used in Canada. Company may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Company will: (i) be billed in US Dollars; (ii) receive reporting in English; and (iii) accept the currency conversion fee as reflected in Issuer's Fee Schedule.

15.2. Issuer will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

**16. Additional Products and Card Features.** Company may elect to enroll in or use additional products or features that are offered by Issuer or approved vendors of Issuer. Company understands that additional terms of use for such products or features, including any associated fees may apply and will be provided to Company prior to enrollment.

16.1. Online Products: Certain products and services may be accessed by Company or Account Users through the Internet. Although Issuer uses both passwords and data base security methods for our online products, security cannot be guaranteed. Issuer is not liable to Company for any data corruption, loss or unauthorized Account access, as a result of Company's access to Issuer's website through the Internet or dial-in computer, notwithstanding reasonable security measures instituted by Issuer.

16.2. Changes in Law: In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program Issuer may seek to re-negotiate the terms, including but not limited to, the financial terms, of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Company.