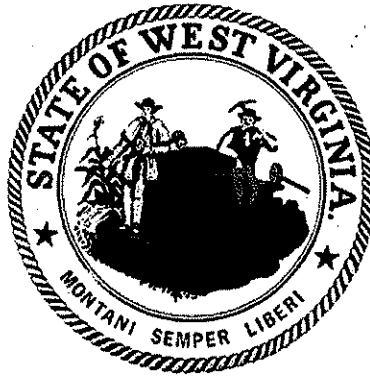




Financial Services Corporation

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



RECEIVED

2009 APR -1 A 10: 27

PURCHASING DIVISION
STATE OF WV

REQUEST FOR PROPOSAL

RFP FLT094800

Fuel Card

April 2, 2009, 1:30 p.m.

Submitted by:

Wright Express Financial Services Corporation

3995 South 700 East, Suite 450

Salt Lake City, Utah 84107

1-888-842-0075

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

4.5. Cost Proposal Format/Bid Sheets

Vendors are required to quote a monthly, fixed price fee per card for all services provided per specification 3.2.1 through 3.2.4.3. The per card, per month fee must be all inclusive. No separate reimbursement will be made to the vendor for travel or any other expense or service. The evaluation of the cost proposal section for qualified vendors will be based on a quantity of 1900 cards per month for a one year period. If no fee will be imposed on the State, the vendor must indicate by entering "\$0.00" on the line item below.

\$ 0.00 per card per month X 1900 cards/month = \$ 0.00 /month

X 12 months = \$ 0.00 Total for evaluation

* SEE ATTACHED PRICE PROPOSAL.



Wright Express Financial Services Price Proposal
To The State of West Virginia

A. Rebate: Wright Express would like to offer the State of West Virginia an annual rebate in accordance with the below Rebate Table off all Retail Transactions (as defined below) charged to your account (the "Rebate"). The Rebate will be calculated by multiplying the applicable rebate percentage by the total dollar amount of Aggregate Annual Retail Transactions (as defined below).

Rebate Table

Aggregate Annual Retail Transactions	Basis Points (Rebate Percentage)
\$2,000,000-\$2,999,999	60 basis points (0.60%)
\$3,000,000-\$3,999,999	62 basis points (0.62%)
\$4,000,000-\$4,999,999	64 basis points (0.64%)
\$5,000,000+	66 basis points (0.66%)

Conditions

The Volume Rebate set forth herein is expressly conditioned on the following: (1) your Aggregate Annual Retail Transactions totaling at least \$2,000,000; (2) signing of a three-year contract; and (3) our receipt of payment in full within 30 calendar days of the billing date appearing on such entity's invoice. For the avoidance of doubt, if an entity does not pay within 30 calendar days only that entity would not be entitled to a Rebate.

Calculation

We shall commence calculating the Rebate on the first day of the first billing cycle after definitive Agreement becomes effective. The Volume Rebate will be calculated by determining the Aggregate Annual Retail Transactions and the applicable Rebate Percentage, then by determining which of you or any of your Participating Entities have met the remaining conditions above thereby qualifying for payment of a Rebate. Lastly, for each qualifying entity we will multiply the Rebate Percentage by the total dollar amount of that entity's qualifying Monthly Retail Transactions to determine the Rebate to be paid directly to such entity.

Payment

Volume Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to each qualifying entity annually within 45 days of the annual anniversary of a contract between West Virginia and WEX..

Definitions

"Aggregate Monthly Retail Transactions" shall mean the total amount of all Monthly Retail Transactions made by you and your Participating Entities using Cards that appear on invoices provided to you in a Contract Year.

"Contract Year" shall mean the 12 month period commencing upon the effective date of a definitive agreement between the parties.



Financial Services Corporation

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

Wright Express Universal Fleet Card Fee Schedule

Service	Fee
Account Set-Up Fee	Waived
Monthly Card Charge	Waived
Replacement Card Charge	Waived
WEXOnline®	Waived
WEXLink	Waived
Reproduced VAR*	\$25.00
Overnight Mail Fees*	\$21.50
Returned Item Fee (NSF/ACH)*	\$20.00
General Research Fee*	\$15.00 per hour
Additional Fleet Management Products & Services	Pricing available on request

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

A Wright Express Business Charge Account Agreement and Participation Addendum, as well as additional terms and conditions, are attached for your reference. This Agreement is intended as a starting point for establishing a mutually acceptable agreement between both parties. The pricing above overrides any pricing in the Business Charge Account Agreement.

We are willing to extend the products and services described herein to additional entities located in the State of West Virginia such as departments, bureaus, agencies, quasi-governmental agencies, public universities, and political subdivisions such as cities, towns and municipalities (the “Participating Entities”). If the State desires or permits this option the following would apply:

PARTICIPATION OF ENTITIES: The State and we (WEX FSC) shall have the right to share all or any part of the Agreement, and all associated documents and amendments,



with any Participating Entities. Any Participating Entity will have the right, at any time during the term of the Agreement, to purchase goods and/or services of the type covered by the Agreement inclusive of amendments, if any, at the same price, and under the same terms and conditions, as set forth in the Agreement.

Notwithstanding anything in this Agreement to the contrary, it is understood that the obligations of each Participating Entity hereunder shall be exclusively the obligations of the transacting entity and that neither the State nor the other Participating Entities shall have any liability whatsoever in connection therewith. It is further agreed that each Participating Entity is severally and not jointly liable to WEX FSC and no Participating Entity shall have financial or other responsibility or liability for any goods or services that were not furnished for such Participating Entity's site or operations.

EXTENSION OF CREDIT TO PARTICIPATING ENTITIES: No Participating Entity shall be eligible to become a part of the Agreement without being granted credit by WEX FSC. Credit Applications must be submitted by each Participating Entity and the applications will be adjudicated in accordance with our credit policies and we shall have sole and complete discretion over which Participating Entities are granted or denied credit. Each Participating Entity who is granted credit will be required to complete a Participation Addendum in order to participate under this Agreement. The combined Credit Application and Participation Addendum document is attached.

Our standard payment terms state that purchases are due and payable in full by you upon billing. Your account will be delinquent if you do not pay it within 26 days of the billing date appearing on your invoice. **However, due to the nature of our relationship with the State, Wright Express agrees to comply with the State's 30-day payment terms.**

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

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

The late fee will be calculated by determining the total balance due on the date your account becomes delinquent, as follows: adding the total amount due on your Account on the payment due date together with any purchases posted to your Account from the end of the last billing cycle through the payment due date and subtracting from that amount any payments and/or credits entered during that period. The total balance due will then be multiplied by the applicable periodic rate to determine your late fee. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee of ten dollars (\$10.00) will be charged. **However, due to the nature of our relationship with the State, Wright Express agrees to review any act or law applicable to the State's payment timing or late fees.**

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

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, Card Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#
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Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Headquarters Name and Physical Address (Do not include PO Box)	Applicant's Taxpayer ID # (TIN, FEIN or SSN)
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In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$
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Billing Contact	Billing Address	City	State	Zip+4
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Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #
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Mailing Address (if different from billing address)	City	State	Zip+4
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Email address (required to take advantage of product type card controls)

Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using.

If you provide a valid email address above, you can select from these product type options:

- All Products
 Fuel & Service
 Fuel & Fluids with Roadside Assistance
 Fuel with Roadside Assistance
 Mix of card types

Check here if business is exempt from motor fuels tax

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

TERMS

Definitions:

"Agreement" means: **Contract No. [x] effective [date]** for Fuel Cards and Fuel Management Services (the "Agreement") between the **[entity]** ("**[entity]**") and **Wright Express Financial Services Corporation ("WEX FSC")**.

"Participating Entity" shall mean the Participating Entity as defined in Contract [x] permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

Continued on page 2.

ADDENDUM TO FUEL CARD SERVICES AGREEMENT CONTINUED

Agreements of WEX FSC and Participating Entity:

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

AUTHORIZED SIGNATURE REQUIRED

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

Participating Entity: WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION

By: _____
 (Contracting Agency's Authorized Signatory)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Complete and sign addendum. Fax both pages to .

FOR OFFICE USE ONLY

Opportunity Number	Sales Code	Plastic Type	Coupon Code	Account Number 04
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