



Amendment No. 2
of
Contract No. NC18000022
Sourcewell Contract #042016-WEX
for
Fuel Cards
between
WEX Bank
dba Wright Express FSC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective July 21, 2020 to July 20, 2021. No extensions remain.
- 2.0 The total contract amount is increased by \$683,385.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/01/2018 – 07/20/2020	\$1,537,615.00	\$1,537,615.00
Amendment No. 1: Name Change 07/23/2018	\$0.00	\$1,537,615.00
Amendment No. 2: Option 1 07/21/2020 – 07/20/2021	\$683,385.00	\$2,221,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Printed Name: Tim Laukka
Authorized Representative President

WEX Bank
dba Wright Express FSC
97 Darling Avenue
South Portland, ME 04106
Denise Baumgart
888-842-0075
denise.baumgart@wexinc.com

APPROVED
By Eleanor Duffus at 12:59 pm, Jul 06, 2020

Signature: **Cyrenthia Ellis**

Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin, ou=Purchasing Office, email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2020.07.16 09:56:31 -0500

**AMENDMENT NO. 1
TO
INTERLOCAL AGREEMENT
BETWEEN SOURCEWELL
AND THE CITY OF AUSTIN**

This amendment is dated August 7, 2018, and is between the City of Austin (the "City") and the National Joint Powers Alliance ("NJPA"), now doing business as Sourcewell ("Sourcewell").

On March 27, 2015, the City and NJPA entered into an interlocal agreement for cooperative purchasing (the "Agreement").

NJPA changed its name to Sourcewell, effective June 6, 2018.

Sourcewell warrants that it has authority to enter into this amendment as it is the same entity as NJPA and all rights and responsibilities of NJPA now belong under the name Sourcewell.

The parties desire to continue operating under the Agreement under its existing terms and conditions and, for the avoidance of confusion, to record an amendment reflecting the NJPA name change to Sourcewell.

Therefore, the Agreement is hereby amended as follows:

1. Every instance of the name "the National Joint Powers Alliance" or "NJPA" in the Agreement is hereby deleted and replaced with the name "Sourcewell."

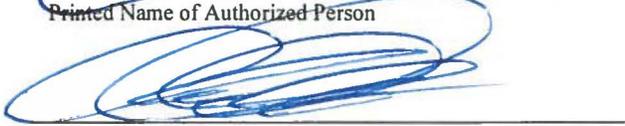
Except as expressly amended above, all terms and conditions as stated in the Agreement remain the same.

This amendment will become effective when all parties have signed it. The date of this amendment will be the date it is signed by the last party to sign it, as indicated by the date associated with that party's signature.

SOURCEWELL



Printed Name of Authorized Person



Signature

CEO

Title:

8/8/18

Date:

CITY OF AUSTIN

James Scarboro

Printed Name of Authorized Person



Signature

Purchasing Officer

Title:

8/31/2018

Date:

ORDINANCE NO. 155 - 2018

AUTHORIZING AN AGREEMENT WITH SOURCEWELL RELATIVE TO COOPERATIVE GROUP PURCHASING SERVICES FOR THE DEPARTMENT OF PUBLIC SERVICE, AND DECLARING AN EMERGENCY.

SECTION 1. The Mayor and the Municipal Clerk be, and they hereby are, authorized and instructed to enter into an agreement with Sourcewell, Staples, MN, for membership for the procurement of goods and services for in-state and out-of-state public agencies to engage in cooperative group purchasing, in accordance with the attached "Exhibit A."

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 3. This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health and safety in order to take advantage of discounted rates.

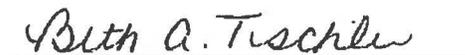
Vote on emergency clause: Yeas 7 Nays 0.
Passed as an emergency measure: August 6, 2018.

ATTEST:


Municipal Clerk.

Approved as to form by:


Mayor.


Law Director.



**Amendment No. 1
of
Contract No. NC18000022
for
Fuel Cards
between
Wex Inc.
and the
The City of Austin**

1.0 The Contract is hereby amended as follows: Change name to **Critical Start, LLC.**
as requested by the Contractor:

	From	To
Vendor Name	Wex Inc. Dba Wright Express FSC	Wex Bank Dba Wright Express FSC
Vendor Code (for City use only)	WRI8313828	WRI8313828
Vendor Federal Tax ID (FEIN)	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

Date 7-23-18



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 1, 2018

Katherine Scott
Regional Sales Manager-Texas | Louisiana
WEX Inc.
97 Darling Avenue, So. Portland, ME 04106
Mary.Scott@wexinc.com

Dear Ms. Scott:

The Austin City Council approved the execution of a contract with your company for Fuel Payment Management in accordance with the referenced solicitation.

Responsible Department:	Fleet
Department Contact Person:	Perry Been
Department Contact Email Address:	Perry.Been@austintexas.gov
Department Contact Telephone:	512-974-2629
Project Name:	Fuel Payment management
Contractor Name:	WEX
Contract Number:	MA 7800 NC180000022
Contract Period:	5/1/2018-7/20/2020
Dollar Amount	\$2,221,000
Extension Options:	One (1) 12 month extension
Requisition Number:	RQM 17101100026
Solicitation Type & Number:	COOP
Agenda Item Number:	18
Council Approval Date:	4/12/2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Erika Larsen
Procurement Specialist II
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
WRIGHT EXPRESS FINANCIAL dba. WRIGHT EXPRESS ("Contractor")
For
FUEL PAYMENT MANAGEMENT
MA 7800 NC18000022**

This Contract is between Wright Express Financial dba. Wright Express, having offices at 97 Darling Ave. South Portland, ME 04106 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date"). Solicitation requirements are met by using Contractor's National Joint Powers Alliance (NJPA) Cooperative Purchasing Contract No. 042016-WEX (the "NJPA Contract").

1.1 This Contract is composed of the following documents:

- 1.1.1 Exhibit A, The NJPA Contract
- 1.1.2 This document
- 1.1.3 Exhibit B, Supplemental Terms
- 1.1.4 Exhibit C, Scope of Work
- 1.1.5 Exhibit D, the City's Non-Discrimination Certification
- 1.1.6 Exhibit E, the City's Non-Suspension & Debarment Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 Exhibit A, The NJPA Contract as referenced in Section 1.1.1
- 1.2.2 This document
- 1.2.3 Exhibit B, Supplemental Terms as referenced in Section 1.1.3

1.3 Quantity. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until July 20, 2020 and may extended thereafter for up to one (1) 12-month extension option.

The City reserves the right to transfer this Contract by amendment to future NJPA contract(s) with WEX that supersede Contract No 042016-WEX if the terms and conditions are favorable to the City.

- 1.4.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not to exceed 120 calendar days unless mutually agreed on in writing).

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,537,615 for the initial Contract term and \$683,385 for the extension option.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**WRIGHT EXPRESS FINANCIAL dba.
WRIGHT EXPRESS**

Mary Katherine Scott

Printed Name of Authorized Person



Signature

Regional Sales Manager

Title:

4/30/18

Date:

CITY OF AUSTIN

Danielle Lord

Printed Name of Authorized Person



Signature

Procurement Mgr.

Title:

5/1/18

Date:

- Exhibit A, The BuyBoard Contract
- Exhibit B, Supplemental Terms
- Exhibit C, Scope of Work
- Exhibit D, the City's Non-Discrimination Certification
- Exhibit E, the City's Non-Suspension & Debarment Certification

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: WEX Bank

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26/pg 24	Subcontractors	WEX cannot confirm that the insurance coverages of all its subcontractors meet the minimum requirements listed in the RFP for WEX. Depending on the type of work a subcontractor is doing, maintaining the same limits as WEX may not be appropriate.	See Clarification #1
7.1/pg 26	Purchase Orders	WEX does not utilize against Purchase Orders. As is done under the current agreement with NJPA, piggy back agreements or standalone agreements will be issued between WEX and any applicable NJPA Member.	NJPA Accepts
7.5/pg 27	Performance Bond	Performance Bonds are not typically and customarily required in our industry and as such we will not agree to provide any Performance Bonds.	NJPA Accepts
7.6/pg 28	NJPA Member Sign-up Procedure	WEX can facilitate potential members in establishing their membership with NJPA by directing the potential member to the NJPA website and/or providing NJPA contact information.	NJPA Accepts
7.8/pg 28	Audits	WEX would only allow NJPA to audit member information with proof that each member has granted NJPA permission to view its transaction/invoice data.	NJPA Accepts

Proposer's Signature: Date: April 18, 2016

NJPA's clarification on exceptions listed above:



NJPA Clarifications:
 1. The subcontractors are subject to the minimum requirements as stated in 6.26. The limits may be changed based on the work if agreed upon between the Member and a specific subcontractor and/or Vendor at the PO level.

Contract Award
RFP 042016

FORM D



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

FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/
PROCESSING SERVICES

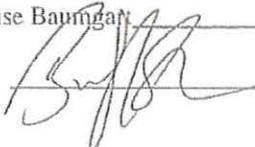
In compliance with the Request for Proposal (RFP) for FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general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

Company Name: WEX Bank Date: April 13, 2016

Company Address: 7090 South Union Park Center, Suite 350

City: Midvale State: UT Zip: 84047

Contact Person: Denise Baumgart Title: Government Account Manager

Authorized Signature:  Bernie Kavanagh, Contracting Agent
(Name printed or typed)

APPROVED AS
TO FORM


FORM E
CONTRACT ACCEPTANCE AND AWARD



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

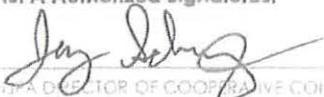
NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

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

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CRO SIGNATURE

Chad Coquelle
(NAME PRINTED OR TYPED)

Awarded on May 26, 2016

NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

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

Vendor Name WEX Bank

Authorized Signatory's title President/CEO


VENDOR AUTHORIZED SIGNATURE

Kirk S. Weiler
(NAME PRINTED OR TYPED)

Executed on May 27, 2016

NJPA Contract # 042016-WEX

APPROVED
By AGannon at 11:07 am, May 27, 2016

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

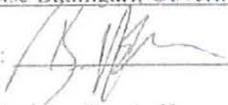
Company Name: WEX Bank

Address: 7090 South Union Park Center, Suite 350

City/State/Zip: Midvale, UT 84047

Telephone Number: 888-842-0075

E-mail Address: Denise Baumgart, Government Account Manager: denise.baumgart@wexinc.com

Authorized Signature: 

Authorized Name (printed): Bernie Kavanagh

Title: Contracting Agent

Date: April 13, 2016

Notarized



Subscribed and sworn to before me this 13th day of April, 2016

Notary Public in and for the County of Cumberland State of Maine

My commission expires: _____
STEPHANIE E. WOOD
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES 04/01/2021

Signature: 

- Couch-Tard/Circle K (600 sites)
- Petroles Crevier (25 sites)
- XTR Energy/Gulf (153 sites)
- 7-Eleven (197 sites)
- EKO (125 sites)
- Wilsons Fuel (81 sites)
- Western Petroleum (76 sites)
- South West Fuels (60 sites)
- Centex Petroleum (50 sites)
- Hughes Petroleum (25 sites)

WEX has also entered into a definitive agreement to acquire Electronic Funds Source LLC (EFS). EFS provides customized corporate payment solutions for fleet and corporate customers with a focus on the large and mid-sized fleet segments. EFS has established a proprietary network of over 14,000 accepting locations in the U.S. and Canada for the over the road (OTR) fleet industry and services a diverse base of more than 17,000 customers.

Not Scored

1.

Company Name, Address, City/State/Zip, Phone, Fax, Toll-Free, Email, Website

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

7090 South Union Park Center, Ste 350

Midvale, Utah 84047

(888) 842-0075

WEX Inc.

97 Darling Avenue

South Portland, Maine 04106

(800) 761-7181

WEX's web site is www.wexinc.com.

For the purposes of this RFP, the primary contact via email is current NJPA Government Account Manager Denise Baumgart. Her email address is denise.baumgart@wexinc.com.

Not Scored

2.

Authorized Signer for your organization: Name, Email, Phone (person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer)

Bernie Kavanagh, Contracting Agent for WEX Bank

E: bernie.kavanagh@wexinc.com

P: 207-523-7377

Not Scored

3.

Who prepared your RFP response: Name, Title, Email, Phone

Denise Baumgart, Government Account Manager

E: Denise.Baumgart@wexinc.com

P: 913-393-3208

Not Scored

4.

Who is your company's primary contact for this proposal: Name, Title, Email, Phone

Denise Baumgart, Government Account Manager

E: Denise.Baumgart@wexinc.com

P: 913-393-3208

Not Scored

Other important contact information: Name, Title, Email, Phone

N/A.

Score 0

3.

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

N/A for the WEX fleet card program. We do offer leasing and financing options for WEX Telematics solutions.

Not Scored

4.

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

After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this

information is captured by WEX and provided to NJPA quarterly in summary format.

Not Scored

5.

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

Not Applicable

10.

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

N/A

Not Scored

11.

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

N/A.

Not Scored

12.

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

N/A.

Not Scored

What are your proposed exchange and return programs and policies?

N/A.

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

N/A.

15.

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

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 NJPA members with rebates in accordance with the below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the current NJPA Agreement Addendum.

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 non-state government NJPA members' Monthly Retail Transactions based on the table below (the "Rebate").

Rebate Table – Non-State Members

Monthly Spend	Basis Points (Rebate Percentage) to member
\$0+	100 basis points (1.00%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45

days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate 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.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)
Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Requires enrollment in WEX Direct Debit program.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly

Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing 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 full within 26 days of the date appearing on your invoice. WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

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. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. 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.

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 ¹
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump ²

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.

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

²Actual charges to be applied to your account will be disclosed on your billing statement.

WEX FLEET CLEARVIEW PRICING

WEX Fleet ClearView is available to fleets for a per active card per month fee as follows:

- 1-999 cards: \$0.80 per active card per month
- 1,000 to 9,999 cards: \$0.60 per active card per month
- 10,000+ cards: \$0.40 per active card per month

WEX PRIVATE SITE REBILLING

WEX Private Site Rebilling is available for a fee of \$0.35 per transaction.

WEX VIRTUAL FINANCIAL INCENTIVES

Subject to the expressed conditions below, NJPA's member organizations may be entitled to a rebate (the "Rebate") based on total Annual Net Spend in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment. Please see the attached [sample agreement](#).

Rebate Table

Annual Net Spend	Basis Points (Rebate Percentage) to member
\$2,000,000 - \$4,999,999	110 basis points (1.10%)
\$5,000,000 - \$14,999,999	115 basis points (1.15%)

\$15,000,000 - \$24,999,999 120 basis points (1.20%)

\$25,000,000 - \$49,999,999 130 basis points (1.30%)

\$25,000,000+ 135 basis points (1.35%)

Conditions

Member is eligible for the Rebate if it satisfies the following conditions:

(1) Member's Annual Net Spend must exceed Two Million Dollars (\$2,000,000) in the Contract Year; and,

(2) Member's Average Transaction Size must equal or exceed One Hundred Twenty Five Dollars (\$125); and

(3) Member must not be in Default (as defined by Section 12.1) on the last day of the Contract Year.

(4) Issuer shall deduct from the Rebate any fraud or credit losses that we have suffered on Accounts whether or not such Accounts are individually or corporate billed.

(5) All transactions with Level 3 detail provided by the merchant will be accorded their full value when determining Annual Net Spend, however, when calculating the rebate all such transactions are accorded 60% of their face value. For example, a \$10,000 transaction is treated as a \$10,000 transaction in determining Annual Net Spend, but is treated as a \$6,000 transaction when calculating the rebate.

(6) When calculating Rebates for purchases made in a country other than the U.S. via a US BIN, Issuer will use the full amount of the Transaction to determine Annual Net Spend but the applicable Rebate Percentage will be reduced by 50 basis points (0.50%) when paying the Rebate.

Calculation

The Rebate is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Rebate Percentage is determined by the Rebate Table above, adjusted in accordance with the DSO.

For each day that the DSO is in excess of the number of days in the billing cycle, divided by two, plus the

number of payment due days, the Rebate Percentage will be reduced by one half of a basis point (0.005%).

For each day that the DSO is less than the number of days in the billing cycle, divided by two, plus the number of payment due days, the Rebate Percentage will be increased by one half of a basis point (0.005%).

Payment

The Rebate will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX Virtual Fee Schedule

Monthly Account Fees	WAIVED
Overnight Shipping Fee 1	\$25.00
Expedited Shipping Fee 2	\$25.00
Cross Border Transaction Fee 3	0.90% of total Transaction value
Multi-Currency Conversion Fee 4	0.20% of total Transaction value
Copy Retrieval Fee	\$5.00 per request
Returned Payment Fee (e.g. NSF/ACH)	\$35.00 per incident

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

1-Overnight Shipping Fee: This fee applies for each card a Company requests from Issuer for overnight delivery (24 hours or less). If the request is made by Company to Issuer, then the Company will pay the overnight shipping fee imposed by Issuer.

2-Expedited Shipping Fee: This fee applies for each card shipment the Company requests from Issuer for expedited delivery. If the request is made by Company to Issuer, then the Company will pay the

Expedited Shipping Fee

3-Cross Border Fee: A cross border fee shall be applied to any Transaction when the country code of the merchant and the country code of the Account User are not the same.

4-Multi-Currency Conversion Fee: The payment platform provider multi-currency conversion fee shall be applied to any Transaction that is billed through the payment platform provider in a currency other than U.S. dollars. The payment platform provider will convert the Transaction to U.S. dollars (or the Account User billing currency) at the exchange rate determined by the payment platform provider (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.

WEX TELEMATICS PRICING

Please see the attached [WEX Telematics Pricing](#) and [WEX Telematics Master Agreement](#).

Not Scored

16.

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

N/A.

Not Scored

17.

The pricing offered in this proposal is: a) the same as the Proposer typically offers to an individual municipality, university, or school district. b) the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. c) better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. d) other than what the Proposer typically offers (please describe).

B and C. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments

Not Scored

18.

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

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 NJPA members with rebates in accordance with the

below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the attached current NJPA Agreement Addendum.

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 State Government NJPA members' Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

WEX is pleased to offer the following rebate tiers for statewide contract adoption. These tiers would apply to statewide spend thresholds that aggregate the purchases by the state and local governments participating in the state's contract.

Monthly Spend	Basis Points (Rebate Percentage) to member
\$0 - \$1,499,999	130 basis points (1.30%)
\$1,500,000 - \$2,999,999	145 basis points (1.45%)
\$3,000,000 - \$4,499,999	150 basis points (1.50%)
\$4,500,000 - \$5,999,999	155 basis points (1.55%)

\$6,000,000+ 160 basis points (1.60%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate 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.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)

Monthly Payment in full within 5 calendar days of the billing date 8 basis points (0.08%) appearing on your invoice.

*Enrollment in WEX's Direct Debit program required.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing 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 full within 26 days of the date appearing on your invoice. WEX will

review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

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. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. 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.

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 ¹
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump ²
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.

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

²*Actual charges to be applied to your account will be disclosed on your billing statement.*

All pricing, terms and conditions for ancillary products as described in response to Question 15 also apply to State Government customers.

Not Scored

19.

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

N/A.

Not Scored

20.

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

We have included our fee schedules in response to Question 15.

Not Scored

21.

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

Fleet cards are delivered via standard mail for no charge. The cost for expedited shipping depends on the option selected by the customer and is only charged if the customer does not use its own shipping account number.

Not Scored

22.

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

WEX can ship cards to Alaska, Hawaii, Canada, or any U.S. territories.

Not Scored

23.

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

WEX offers standard shipping for new or replacement cards at no cost.

Not Scored

24.

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

Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc.

SSAE 16

The SSAE SOC 1 scope includes North America fleet payment processing (Millennium and Classic platforms only). Objectives include:

- A review of controls surrounding contract approval

- Customer set-up
- Tax exemption enrollment
- Card production
- Processing transactions
- Customer billing
- Various general computer controls surrounding change management, computer operations and information security

The SSAE SOC 1 audit is performed each year by an independent auditor. The audit period is the 10 months ending October 31.

Not Scored

25.

Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.

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 the NJPA with revenue share in accordance with the below, depending on the monthly spend by NJPA members. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement.

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 Revenue Share

Subject to the express conditions below, we will issue a monthly revenue share, paid one month in arrears, in the accordance with the below Rebate Table, based on all NJPA members' Monthly Retail Transactions and the tier established in the table below (the "Rebate").

NJPA Revenue Share – State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
\$0 - \$1,499,999	5 basis points (0.05%)
\$1,500,000 - \$2,999,999	5 basis points (0.05%)
\$3,000,000 - \$4,499,999	5 basis points (0.05%)
\$4,500,000 - \$5,999,999	5 basis points (0.05%)
\$6,000,000+	5 basis points (0.05%)

NJPA Revenue Share – Non-State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
\$0+	35 basis points (0.35%)

Calculation

We shall commence calculating the NJPA members' Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The NJPA Revenue Share 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. Revenue share shall be paid to you monthly in arrears.

WEX VIRTUAL REVENUE SHARE

Subject to the express conditions below, NJPA may be entitled to Revenue Share (the "Revenue Share") based on total Annual Net Spend of NJPA members in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment.

Revenue Share Table

Annual Net Spend	Basis Points (Revenue Share Percentage) to NJPA
\$2,000,000 - \$4,999,999	10 basis points (0.10%)
\$5,000,000 - \$14,999,999	10 basis points (0.10%)
\$15,000,000 - \$24,999,999	10 basis points (0.10%)
\$25,000,000 - \$49,999,999	5 basis points (0.05%)
\$25,000,000+	5 basis points (0.05%)

Calculation

The Revenue Share is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend of NJPA members is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Revenue Share Percentage is determined by the Revenue Share Table above.

Payment

The Revenue Share will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX TELEMATICS PRICING

Please see the attached [WEX Telematics Pricing](#).

Not Scored

26.

Describe all payment options—including frequency and methods of payment—and whether you allow electronic payments.

Billing cycles can be weekly or monthly, depending on credit approval. The WEX program offers fleets the flexibility to choose the payment option that meets your unique needs.

Payment Options

Paper Check

You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice.

Online Payment

You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts.

ACH

WEX supports customer initiated electronic payment through Automated Clearing House (ACH).

Direct Debit/EFT

The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account.

One-time Authorization for Electronic Payment

If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.)

Payment terms subject to credit approval.

Not Scored

27.

Provide information on any value-added tools and solutions that you offer NJPA Members related to fleet management, such as telematics or data analytics.

In addition to the WEX fleet card program described throughout this response, we are offering ClearView data analytics and reporting; Telematics; Virtual Payment; and Private Site Rebilling.

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service

- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)
 - Speed violations
 - Idling
 - Landmark entry/exit
 - Odd-hours usage
 - Diagnostic trouble codes (optional)
 - Odometer-driven maintenance

Reports

- Begin/end of day
- Stop and drive time
- Engine operating performance data and statistics
- Fuel usage, MPG
- Fuel guard
- Safety violations
- Custom reporting options

PRIVATE SITE REPORTING

Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card.

This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.

Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.

WEX VIRTUAL

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer:

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls
- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power and control. Plus, because it's electronic your reconciliation is much easier, your account is secure and you can save on administrative costs.

Not Scored

Describe the controls at the transactional level that assist with mitigating fraud, waste, and abuse.

WEX understands that it's critical for fleets to minimize waste and fraud and stay within budget. That's why WEX offers a variety of tools that provide added purchase controls and purchase policy enforcement capabilities.

Please see the attached [Levels of Control document](#).

RISK MITIGATION

In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of: a fleet management policy; controls; and alerts, along with a careful review of all reports including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

Primary Functions

- Review Transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

Red Flag Activity Indicators

- Date and Time of Purchase
- merchant Location
- Product Purchased
- Driver ID Number used to conduct sale

- Dollar Amount

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent situations, and working closely with fleets, merchants and appropriate authorities, to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently 11 people in WEX's fraud department who are focused on fleet card fraud. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

ACI/ReD PRISM

WEX utilizes ACI/ReD's enterprise fraud prevention service, PRISM, as a supporting tool to its in-house fraud initiatives. ACI/ReD PRISM uses predictive analytics and neural modeling technologies to score the likelihood of a transaction being fraudulent. The combination of custom scoring and dynamic rules assists client companies in identifying likely fraudulent transactions before they occur, thereby reducing overall fraud losses.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline®, fleet managers can set pre-determined limits on the amount of money their drivers can charge, the frequency with which their drivers can purchase fuel, the type of products and services that their drivers can purchase and the time of day or days when their drivers can make purchases. In addition, through WEXOnline®, fleet managers can perform real-time modifications to any pre-determined limits or add or remove driver identification numbers in response to changes or to prevent theft.

They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. These types of reports couple well with your card controls to effectively manage your program by identifying potential fraud or abuse.

Driver ID

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

Not Scored

29.

NJPA Members must operate in such a way as to, for example, maintain tax exempt-status, generate proper reporting, and eliminate fraud and abuse. Provide the percentage of Level 3 Data for fuel and maintenance transactions that you are able to meet with no site exclusions.

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.

Not Scored

30.

To ensure that Members receive the best data, describe your online management tools and reporting capabilities. Describe your ability to provide data validations on key data elements such as odometer readings, which help ensure the accuracy of data for vehicle analysis.

Please see the attached documentation describing [WEXOnline](#) and WEX's [reporting capabilities](#).

WEX uses a patented process that analyzes the transaction history on each vehicle to evaluate Odometer Reasonableness and adds an Adjusted Odometer value to Bad Odometer entries. These adjusted odometer values are calculated from the vehicle's Projected Fuel Economy and gallons purchased. The adjusted odometer field is passed to our customers through WEXLink files and through our online applications. This is available to the customer after data has been accumulated to make the calculation statistically valid, or at least 12 valid data points for each vehicle where the calculation is being requested. A report on this data can be made available to the customer daily.

Not Scored

31.

Describe your ability to provide files to interface with our Members' fleet-management systems.

WEX frequently interfaces with fleet management systems such as Assetworks, Faster, and Chevin. Many fleet management programs already have a file interface written specifically for WEX. We also interface with enterprise systems such as SAP. There are many customers currently utilizing the NJPA WEX contract taking advantage of these seamless file interfaces. There is a state on the NJPA WEX card

program that utilizes automatic daily file feeds for their fleet management program. There is another State on the program that utilizes a custom billing file to interface with their enterprise management system. WEX typically uses the WEXLink file interface program to accomplish these needs.

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.

Not Scored

32.

NJPA Members may require vendors to interface with privately owned fueling facilities. Describe your ability to seamlessly interface data for private-site fuel locations.

There are customers currently utilizing the NJPA WEX card program taking advantage of the WEX private site solutions described below.

Private Site and Bulk Fuel Solutions

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for onsite bulk fueling transactions. You can select one of two options.

Private Site Program

WEX's private site program allows you to use the WEX Fleet Card to activate pumps at your onsite bulk fuel tanks, allowing for increased security and asset-level fuel usage reporting on your bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the private site transactions with your retail transactions while excluding onsite fuel transactions from your invoice.

Private Site Rebilling Program

The private site rebilling program combines the same features and functionality of the private site program with the ability to allow other WEX Universal fleets to fuel at your onsite bulk tank.* You will receive a private site report that details all of your transactions -- both non-financial and rebilled. WEX will handle the reconciliation and settlement on your behalf and will bill the visiting fleet. Funds from the visiting fleet transactions will be automatically deposited in your bank account via ACH 30 days after the transaction posts in the WEX system.

How It Works

- Fleet must have or install certified card readers (see certified equipment vendor list)
- Drivers who fuel at the site are prompted for Driver ID and Odometer reading
- Card reader provides fuel type, gallons, PPG, and total sale
- WEX integrates the information into your fleet's reports
- Depending on your set-up, certain fees may apply

The Benefits

- Consolidates tracking of onsite and retail fuel transactions into a comprehensive report.
- Minimizes time, effort, and cost of administering fuel usage.
- Purchase controls available through your WEX card monitor private site transactions for card abuse and misuse.

Easy Processing

- Driver swipes WEX fuel card at the onsite card reader.
- Card reader prompts driver for Driver ID and odometer reading on vehicle.
- Card reader dials out via network to WEX for authorization.
- WEX authorizes sale and pump activates.
- Driver fuels vehicle.
- Card reader sends final sale to WEX via network.
- WEX processes this information and posts the information in your fleet reporting.

**Rebiling functionality is only available for certain types of programs. Please contact your WEX Sales Representative for more information.*

Not Scored

33.

Describe the unique advantages of any virtual payment tool (if offered) in comparison to other fleet-settlement services.

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer:

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls

- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power (and control). Plus, because it's electronic your reconciliation is much easier, your account is secure and you save on administrative costs.

Not Scored

"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 non-state government NJPA members' Monthly Retail Transactions based on the table below (the "Rebate").

Rebate Table – Non-State Members

Monthly Spend	Basis Points (Rebate Percentage) to member
\$0+	100 basis points (1.00%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45

days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate 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.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)
Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Requires enrollment in WEX Direct Debit program.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly

Track Data and Fleet Analytics with ClearView from WEX

WEX » ClearView ClearView Fleet Analytics Platform

WEX ClearView is a web-based data analytics platform that integrates and analyzes business fleet fuel purchases to uncover fraud, manage product type controls and identify cost saving opportunities.

Developed by a collaborative team of electronic payment technology experts, data scientists and fleet management professionals, WEX ClearView delivers big data benefits without making a big investment in time, talent or additional resources.

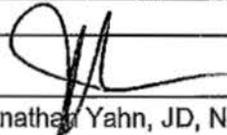
- Automatically collect and organize detailed (Level 3) data on fuel card spending
- Easily monitor Key Performance Indicators (KPI) product-level purchases and driver behavior
- Create custom queries quickly and easily
- Set up side-by-side comparisons of drivers, vehicles, divisions and geographical regions – on a single screen
- View exception spending in real-time
- Drill down access quickly identifies potential fraudulent activity

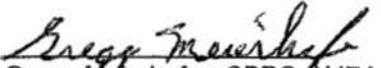
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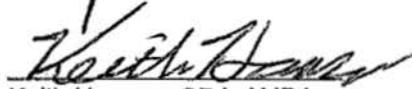
Fuel Card with Related Vehicle Fuel Management, Transaction,
and Payment Settlement/Processing Services

	Possible Points	WEX Bank
Conformance to Terms/ Conditions to Include Documentation	50	43
Pricing	400	317
Financial, Industry and Marketplace Successes	75	62
Bidder's Ability to Sell/ Service Contract Nationally	100	81
Bidder's Marketing Plan	50	41
Value Added Attributes	75	63
Warranty Coverages and Information	50	17
Selection and Variety of Products and Services Offered	200	149
Total Points	1,000	772

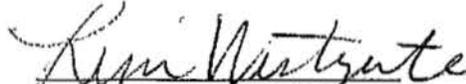

Ginger Line, CPPB, NJPA


Jonathan Yahn, JD, NJPA


Gregg Meierhofer, CPPO, NJPA


Keith Hanson, CPA, NJPA


Kim Austin, NJPA


Lisa Westgate, OSD, MA


Chris Robinson, JD, NJPA



message

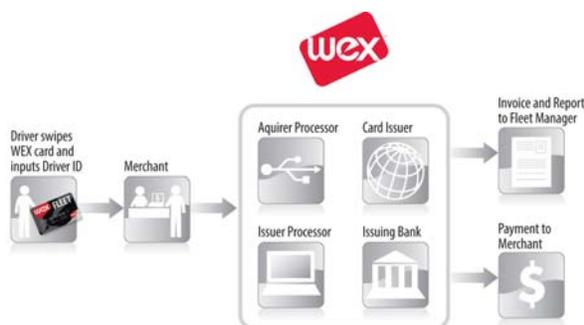
WEX LAUNCHES FLEET ANALYTICS



Streamlined Solutions for your Government Fleet

WEX » Fleet » Government Control, Accuracy and Ease for Your Government Fleet

Reduce costs and taxes, and increase data accuracy and control. Starting now.



PROPRIETARY NETWORK

Our proprietary network gives government agencies the highest level of control over their program. We own the back-end rails that power each transaction, which enables us to process the transaction, capture the data, and ensure that you have the information you need to manage your budget. Gain key insights into your business' spend that other card programs can't provide.

GOVERNMENT TAX PROGRAM

WEX offers a comprehensive tax exemption, recovery and reporting program. This program is designed to meet the needs of state, local and federal government fleets. We help public sector customers leverage their tax-exempt status, thanks to a 99.8% Level III data capture rate.

Learn How Our Government Fleet Programs Work

WEX » Fleet » Government » How It Works Leverage the Power of WEX Government Fleet Cards

WEX government fleet cards provide complete solutions.

WEX has been providing U.S. government and commercial fleet managers with payment processing and information management services since 1983, providing innovative solutions with an extensive range of benefits. Wondering if WEX government fleet cards are right for your fleet? Discover the benefits:

- Tax exemption and reporting for qualified fleets to ensure your agency is leveraging cost savings
- Fuel Site Mapping Mobile Application to help drivers locate the lowest price fuel station based on their current location
- 24/7 Customer Service — a knowledgeable representative is always available to help you and your drivers

Most state programs offer:

- Broader Acceptance — accepted at 90% of all U.S. retail fueling locations
- Valuable Rebates — off all monthly retail transactions charged to your account
- Special Pricing — no setup or monthly card fees usually charged to new accounts
- Real-Time Online Account Access — to control, manage, and track fleet purchases
- Tax Exemption and Reporting — for qualified fleets to significantly reduce accounting and administrative time
- 24/7 Customer Service — a knowledgeable representative is always available to help you and your drivers
- WEXPay™ — giving you access to out-of-network fuel and service providers, reducing the number of sites where drivers would have to use an alternative form of payment

Use our [interactive map](#) to learn which states have contracts with WEX, and how your local government agency can leverage these contracts. Our NJPA program offers a

free alternative to those states without contracts.

WEX is registered with the IRS and can exempt state and local taxes on fuel purchases. We also can net bill qualified fleets for U.S. gasoline and diesel fuel purchases. Most major fuel merchants participate in this program, including ExxonMobil, Shell, Sunoco, BP, Amoco, Phillips and Marathon.

WEX has been providing U.S. government and commercial fleet managers with payment processing and information management services since 1983.



Reduce your fuel budget without an RFP.

The WEX NJPA Fleet Card allows NJPA members to reduce fuel costs – without the typical card fees or monthly fees. Leverage the spend of over 33,000 NJPA members – and expand your local agencies' buying power.

- Acceptance at over 90% of US retail fuel locations
- Tax exemptions and reporting on fuel purchases
- Valuable rebates through your NJPA membership

Visit www.wexinc.com/NJPA to learn more. Or call 866-527-8870.



EXHIBIT B
SUPPLEMENTAL PURCHASE PROVISIONS
FUEL CREDIT CARD SERVICES

In accordance with the National Joint Powers Alliance (NJPA Contract #042016-WEX), the following Supplemental Purchase Provisions are incorporated into the Contract for Fuel Credit Card Services provided to the City of Austin ("City") Fleet Services Department.

1. **INSURANCE** Insurance is required for this solicitation.

A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1). The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

**EXHIBIT B
SUPPLEMENTAL PURCHASE PROVISIONS
FUEL CREDIT CARD SERVICES**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Third Party Employee Crime Insurance: for all losses emanating from the handling of checks or cash on behalf of the City, including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be primary to any insurance carried by the City and shall be written for a minimum limit of \$100,000 per claim.

2. INVOICES

- A. Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:
- B. Invoices shall be mailed to:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- C. The Contractor agrees to accept payment by credit card, check, or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- D. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

3. PAYMENT

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

**EXHIBIT B
SUPPLEMENTAL PURCHASE PROVISIONS
FUEL CREDIT CARD SERVICES**

- C. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
- i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- D. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- E. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

4. NON-APPROPRIATION

The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

5. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
- i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and

**EXHIBIT B
SUPPLEMENTAL PURCHASE PROVISIONS
FUEL CREDIT CARD SERVICES**

media, along with all finding aids and metadata, to the City at no cost when requested by the City.

- iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

6. TERMINATION FOR CAUSE

In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

7. NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

8. EQUAL OPPORTUNITY

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Noncompliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

**EXHIBIT B
SUPPLEMENTAL PURCHASE PROVISIONS
FUEL CREDIT CARD SERVICES**

9. SURVIVABILITY OF OBLIGATIONS

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

10. MODIFICATIONS

The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

11. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

12. CONTRACT MANAGER

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Hazel Black, Supervisor I Contract Management – Fleet Services Dept.

Phone: 512-974-1751 or Email: hazel.black@austintexas.gov

By signing this document, the Contractor hereby agrees to the City's Supplemental Purchase Provisions to National Joint Power Alliance (NJPA) Contract No. 042016-WEX. This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

EXHIBIT C
SCOPE OF WORK

1. PURPOSE

This Contract is to supply the City of Austin (City) Fleet Services Division with fuel credit cards with access to analytical tools and other software to help City departments manage the use of fuel credit cards.

The City will provide the fuel credit cards to individuals or vehicles for fueling purposes to use in areas where there is no or poor access to City-owned fueling facilities. The retail fuel facilities that accept the Contractor's fuel card shall be able to supply regular unleaded, premium unleaded, and diesel fuels. As the City increases their use of alternative fuel vehicles, the available retail fuel sites shall be capable of supplying Ethanol (E-10 and E-85), and Biodiesel (B-20), as well as other new fuels as they become available and prevalent.

Services under this contract shall be maintained and monitored by the Fleet Services Division. The Contract will be utilized by all City departments. The City reserves the right to add or remove City departments at the City's discretion.

2. CONTRACTOR OBLIGATIONS

The Contractor shall:

- 2.1. Provide fuel cards on an as-needed basis to the City for use at commercial retail fuel facilities.
- 2.2. Provide a single billing account to the City.
- 2.3. Be able to provide separate embossing of cards for regular fleet usage, police undercover usage, and for use by aviation for purchases at General Aviation Support facilities.
- 2.4. Provide access to a secure and interactive management tool that allows the City to:
 - 2.4.1. Set spending parameters on individual cards, e.g., number of transactions per day/month, dollars per month.
 - 2.4.2. Ability to turn fuel card access on and off.
 - 2.4.3. Analytical tools to provide data reports.

3. CONTRACTOR SERVICES

The Contractor shall:

- 3.1. Transaction data shall include, at a minimum;
 - 3.1.1. Date & time of transaction
 - 3.1.2. Vehicle number
 - 3.1.3. Driver ID (user input)
 - 3.1.4. Fuel type
 - 3.1.5. Odometer (user input)
 - 3.1.6. Purchase Quantity (to the tenth of a gallon)
 - 3.1.7. Total dollar amount, per gallon price plus/minus differential
 - 3.1.8. Location
 - 3.1.9. This data shall be accessible online via the internet that Fleet Services can view at any time
- 3.2. Provide the following services:
 - 3.2.1. A supply of spare credit cards to the designated Fleet Services fuel card representative;
 - 3.2.2. Cancellation of individual card use (card lock-out) to prevent further use at commercial retail locations within three (3) hours of notification by the City
 - 3.2.3. Training as needed for the City to facilitate the use of the Contractor's system by Fleet Services personnel
- 3.3. Provide a tax management service to the City, by deducting from the invoices all applicable Federal and State taxes, from which the City may be exempt, on all fuel dispensed from commercial retail fuel sites.

EXHIBIT C
SCOPE OF WORK

3.4. Provide Fleet Services management a monthly master report via electronic file received as a flat file, ASCII format (spreadsheet-style sample available upon request) reflecting individual transactions and fuel used by vehicles belonging to the City, sorted by vehicle number and any subdivisions. This report shall be provided in conjunction with the monthly invoice to the City. The master report must include (as a minimum) the following data fields:

- 3.4.1. Transaction Data as listed in 3.1
- 3.4.2. Product description, for items other than fuel

3.5. Provide data management software that includes exception reports (flags) that are capable of recognizing and identifying purchases that will fall outside City standards and parameters on a daily or weekly basis (as requested by the City);

- 3.5.1. Amount of fuel purchased exceeding capacity of vehicle
- 3.5.2. type of fuel purchased not correct for vehicle
- 3.5.3. unauthorized purchases at designated commercial sites
- 3.5.4. any other parameters that the City may add in the future

4. BILLING

4.1. Billing shall be based on transaction data accumulated and reported in monthly invoices (summary billings) to the City in conjunction with master reports. Monthly invoices for fuel purchases shall meet the following conditions:

- 4.1.1. Contractor shall supply a monthly invoice for each type and grade of fuel used
- 4.1.2. Each invoice shall contain:
 - 4.1.2.1. The details of each transaction (date, time, total gallons, price per gallon plus or minus differential per gallon, applicable taxes, unit information, total price, etc.)
 - 4.1.2.2. The total amount of the invoice (summary billing)
- 4.1.3. Contractor shall invoice all transactions within ninety (90) days of transaction date; otherwise, City is not responsible for payment.

4.2. Disputed transactions must be submitted by the City and reviewed by the Contractor within ninety (90) days of the City's receipt of the original invoice.

5. PRICING

5.1. The price per gallon for each item ordered shall be the price in effect on the day that the item is received.

5.2. In addition to the retail per gallon price for each item, the Contractor will be paid a firm fixed differential per gallon for each item covered under this contract, a firm fixed monthly fee or a combination of the two, depending on what is in the best interest of the City.

6. SYSTEM REQUIREMENTS

6.1. Cards shall be accepted at aviation fueling sites.

6.2. The system shall have the ability to limit purchases to only fuel, but provide the flexibility for the City to override the fuel-only limitation in the event an emergency break down outside of the City to allow service to be performed.

6.3. New Driver IDs will be available inside the fuel facility immediately and at the pump approximately within one (1) hour.

6.4. Contractor shall offer 24/7 customer service and prompt replacement of lost cards; usually three (3) business days, or the City can choose to have the cards overnighted for the "cost" of the overnight service.

6.5. The system shall have the ability for Fleet management to stipulate the desired grade of fuel through exception reporting for each vehicle.

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this fifth day of February, 2018

CONTRACTOR
Authorized
Signature

Wright Express Financial
Katherine Scott

Title

Regional Sales Manager

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Wright Express Financial

Signature of Officer or Authorized Representative:  Date: 2/5/18

Printed Name: Katherine Scott

Title: Regional Sales Manager