Letter of Agreement To Extend the Contract

Between

WEX Bank 7090 South Union Park Center Suite 350 Midvale, UT 84047

And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #042016-WEX) for the procurement of Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services. This Agreement has an expiration date of July 20, 2020, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on July 20,7 All other terms and conditions of the Agreement remain in force:

By Jer	egglonicational Joint Po Liny Schwarth Ment/SPO	owers Alliance (NJPA) , Its: <u>Director of Operations &</u>
Name pr	inted or typed: <u>Jeremy Schwa</u>	rtz
Date .	6/10/2019 5:07 PM CDT	
WEX Ban	k	
Ву:	Talk	// /ts: President/CEO
Name pri	nted or typed: Tim Laukka	l .
Date _	6/5/19	
		APPROVED

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: 15 A DED TOF OF COOPPARIES COURS ACT. AND PROCUESMENDO PROGRADURE	Jeremy Schwartz (CIAME PRINTO): SPETER SD.
	Chad Coquette
TO FA EMODING CIRECTOR/CEO SIGNATURE	(MAME PRIMED OF LIFED)
Awarded on May 26, 2016	NJPA Controct # 042016-WEX
Note that the second se	the state of the s
Vendor Authorized Signatures:	
The Vendor hereby accepts this Contract award, inclu	uding all accepted exceptions and amendments.
Vendor Name WEX Bank	
Authorized Signatory's Title President/CEO	
King 5 Welen	Kirk S. Weiler
A BIRDOR A UTHORIZED SIC MATURE	THA METPO AFTI OF THEDE
Executed on May 27 20_16	NJPA Contract # 042016-WEX
APPROVED By AGENTION AT 11:07 am, May 27: 2015	

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



WEX	Name:	pany l	.'om
$-\mathbf{W}\mathbf{E}X$	Name:	pany I	. om

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.

C	Term, Condition, or		NJPA ACCEPTS
Section/page	Specification	Exception	ACCEPTS
		WEX cannot confirm that the insurance coverages of all its subcontractors meet the minimum requirements listed in the RFP for	See Clarification
		WEX. Depending on the type of work a subcontractor is doing, maintaining the	#1
6.26/pg 24	Subcontractors	same limits as WEX may not be appropriate.	
		WEX does not utilize against Purchase Orders. As is done under the current agreement with NJPA, piggy back agreements or standalone agreements will	NJPA Accepts
7.1/pg 26	Purchase Orders	be issued between WEX and any applicable NJPA Member.	
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

n	and the Marian and the second and th		
Proposer's Signature:		Date:	April 18, 2016
			73

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.

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, Sui	te 350
City:_Midvale	State: <u>UT</u> Zip: <u>84047</u>
Contact Person: _Denise Baumgart Authorized Signature:	Title: Government Account Manager Bernie Kavanagh, Contracting Agent
4FPROVED AS TO FORM	(Name printed or typed)

FORM E CONTRACT ACCEPTANCE AND AWARD



(fop partion 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 vendar, 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 an 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 Office: awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

After a Marghan to again a

Jelemy Schwartz

Chad Coavette

Awarded on May 26, 2016

NJPA Contract # 042016 WEX

Vendor Authorized Signatures:

the Venuor hereby $a\mapsto \epsilon pt^{\epsilon}$ this Contract award, including as a coupled exceptions and amandments

WEX Bank Vendor Name

Authorized Signalogy's life

President/CEO

Kink 5 Weller

Kirk S. Weiler

Executerion Ma; 27 20 16

MIPA Continua # 042016 Why

APPROVED

By Adiana and It Con of Baris 2013

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the feregoing 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.
- The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are
 acceptable to NJPA Members. Unless otherwiseagreed 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}

Subscribed and sworn to before me this 13 h day of April Notary Public in and for the County of Cramboline	20 110 State of Mains
Subscribed and sworn to before me this 13 4h day of April	20 110
Notarized	APPROVED AS A OPPORT
Date April 13, 2016	THE RELEASE TO SECURITY AND ADMINISTRATION OF THE SECURITY OF
Title Contracting Agent	and common termination or compressibles (A) of any handless account over 1 and a fine angular street.
Authorized Name (printed): Bernie Kavanagh	and the second second second
Authorized Signature	And the state of t
E-mail Address Denise Baumgary, Government Account Manager: denise bannig	
Telephone Number 888-842-0075	
City/State/Zip. Midvale, UT 84047	
Address: 7090 South Union Park Center, State 350	
Company Name WEX Bank	ON CONTROLLES SEE CONTROLLES CONT
Country Name WEY Rout	

•

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

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 <u>Business Charge Account Agreement</u>. Please also see the current <u>NJPAAgreement Addendum</u>.

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

Basis Points (Rebate Percentage)

Monthly Spend

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 accurrence (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.

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, NJPAs 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	1†5 basis points (1.15%)

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.

\$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 typicall 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 <u>Business Charge Account Agreement</u>. Please also see the attached current <u>NJPA Agreement Addendum</u>.

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%)

5/13/2016 Foel Cald with Related Velocit For Management. Transaction, and Payment Settlement Projectionary Services.

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 with

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.

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 inonstandard 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

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.

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 tandscape 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 1D

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 utizizes a custom building 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 integrales 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.

*Rebilling 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 fleetsettlement 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

IN WITNESS WHEREOF, the Parties have executed this Sourcewell Price Agreement (NJPA) as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 16, 2020

ATTEST: yecanda y. Ligi

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/20

CITY ATTORNEY'S OFFICE:

MAIROS MARTINEZ
MAIROS MARTINEZ (Aug 10, 2020 10:50 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2230310/531000 Org. Name/Org#





City of Santa Fe, New Mexico

Memorandum

DATE:

August 10, 2020

TO:

Governing Body Finance Committee Public Safety Committee

VIA:

Jarel LaPan Hill, City Manager

Mary McCoy, Finance Department Director Fran Dunaway, Chief Procurement Officer Andrew Padilla, Chief of Police (810-20)

FROM:

Benjamin Valdez, Deputy Chief of Police & ford 4/4/2

ITEM AND ISSUE:

Request for approval to utilize Cooperative Agreement #042016-WEX (Sourcewell, formerly National Joint Powers Alliance (NJPA) with WEX Bank for the purchase of fuel for the Police Department Fleet. (Benjamin Valdez, bpvaldez@santafenm.gov, 955-5040)

BACKGROUND AND SUMMARY:

The Santa Fe Police Department has participated in the use of fleet fuel cards for four years now. WEX provides the use of fuel cards throughout the State of New Mexico, it allows for our officers to fuel in multiple locations throughout the City of Santa Fe and surrounding cities. WEX provides an additional discounted price per fill up, of about 8% which is the tax charged to fuel.

Each employee with the Police Department who is authorized to use a fleet vehicle is issued a fuel card. Each card is tracked for usage of fuel to ensure compliance with the POA Union Contract and Police Policies.

The requirements under the purchasing manual require that we bring the Cooperative Agreement with WEX forward to Committees and Governing Body for approval as purchases would be over the \$60,000 threshold for the year. \$495,000 has been budgeted for FY21 in the Gasoline line item listed below.

PROCUREMENT METHOD:

The procurement method is the Cooperative Agreement # 042016-Wex.

CONTRACT NUMBER:

The FY21 Munis contract number is 3202021.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Admin (Spec Rev) /2230310

Munis Object Name/Number: Gasoline/531000

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval.



City of Santa Fe
Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department	
1. Munis Contract # 3202021	
Contractor: WEX Bank	
Description: Provides the use of fleet fuel cards for	or the Santa Fe Police Department.
Contract O Agreement O Lease / Rent O	Amendment O
Term Start Date: 07/01/20 Term End Date:	06/30/24
Approved by Council	Date:
Contract / Lease:	
Amendment #	to the Original Contract / Lease #
Increase/(Decrease) Amount \$	
Extend Termination Date to:	
Approved by Council	Date:
Amendment is for:	
3. Procurement History: New Contract for 4 years utili	izing Sourcewell Price Agreement w/WEX
Purchasing Officer Review:	8/13/20
· ·	Date: Price Agreement per COS Ordinance for use of Pt
4. Funding Source: 223 Law Enforcement (Special R	
Budget Officer Approval:	Date
	Andrew Commence of the Commenc
Staff Contact who completed this form: AnnaMarie I	Bowen Phone # 955-5122
Email_acbowen@s	santafenm.gov
To be recorded by City Clerk:	
Clerk #	
WICIN T	



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WEX Bank		
Procurement Title: <u>Fuel Purchase with Cooperative Agreement</u>		
Procurement Method: State Price Agreement Cooperative Sole	e Source Other	
Exempt Request For Proposal (RFP) Invitation To Bid (ITB)	Contract under 60K Contract over 60I	к 🗆
Department Requesting Police Department Staff Name	AnnaMarie Bowen	
Procurement Requirements: A procurement file shall be maintained for all contracts, regardless of the shall contain the basis on which the award is made, all submitted bids, all and all other documentation related to or prepared in conjunction with extending the procurement shall contain a written determination from the Requests officer, setting forth the reasoning for the contract award decision before	l evaluation materials, score sheets, quotation valuation, negotiation, and the award proceing Department, signed by the purchasing	ons
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING* YES N/A		
Approved Procurement Checklist (by Purchasing) Memo addressed to City Manager (under 60K) Committee State Price Agreement RFP Evaluation Committee Report ITB Bib Tab Quotes (3 valid current quotes) Cooperative Agreement (Sourcewell, Formerly National of Sole Source Request and Determination Form Contractors Exempt Letter Purchasing Officers approval for exempt procurement BAR FIR Executed Contract, Agreement or Amendment Current Business Registration and CRS numbers on contraction Summary of Contracts and Agreements form Certificate of Insurance (Request for Waiver of Insurance All documentation presented to Committees Other:	Joint Powers Alliance (NJPA) #042016-Wex act or agreement)
AnnaMarie Bowen	Fiscal Administrator 07/06	<u>i/20</u>
Department Rep Printed Name (attesting that all information included)		ate
Purchasing Officer (attesting that all information is reviewed)	Title Da	ate

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

1



REQUEST FOR WAIVER OF INSURANCE

Date: 07/06/20	Division/depar	tment:	Police Dep	ariment	
Project manager: Annal	Marie Bowen		_Phone:_	505-95	5-5122
Requested for (contracto	or name):	WEX Bank		-	
General liability	☐ Auto liability	□ Profe	ssional liab	ility	
☐ Workers compensati	on (Mandatory unless so	ole proprieto	er) 🗆) Other	insurance
Scope of services: Cre	ditor provides the use of f	leet fuel card	s for Police	Depart n	pent.
Why the request for wai	ver: Vendor does not se	t foot on pren	niscs.		
			<u> </u>		····
			······································		
Division evaluation of ris	ik:				
What is the term and annu	al dollar amount of the co	ntract:	(1) year	(\$500,000)
Is our standard contract be	ing used:		122	Yes	□ No
Was the contractor asked i	f they carry insurance:			Yes	□ No
Is there construction/demo	lition:			Yes	Mo
ls there potential for bodily	y injury or property damag	ge:] Yes	₩ No
Are crowds or children like	ely to be involved:			Yes	No No
Will the contractor be work	king on site in the City:			yes Yes	No No
Is the contractor a profession	onal (licensed, certified):			Ye s	□ No
Will the City rely on inform	nation to make future deci	isions:]Yes	ce No
Could poor, non-performat	nce or the product cause lo	oss:] Yes	E No
Office of Risk Munageme			C	∃ Yes	□ No
Melanie Lovato					
✓ Insurance Waive	r Approved	0	Insurance	Waiver	Not Approved
Ioral LaPan Hill City Me	magor		Dot	•	

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8B

Request for the Approval to Utilize the Sourcewell Cooperative Agreement with Wex Bank in the Total Amount of \$495,000 for the Purchase of Fuel. (Wex Bank); (Deputy Chief Ben Valdez, <u>bpvaldez@santafenm.gov</u>, 955-5040)

COMMITTEE REVIEW

Finance Committee (Scheduled)
Governing Body (Scheduled)

08/31/2020 09/09/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion on Cost Share Breakdown. Approved Unanimously to forward to 8/31/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	Х		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		·

ACTION SHEET ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020 FOR CITY COUNCIL MEETING OF 09/09/20

I) Request for the Approval to Utilize the Sourcewell Cooperative Agreement with Wex Bank in the Total Amount of \$495,000 for the Purchase of Fuel. (Wex Bank); (Deputy Chief Ben Valdez, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW

Finance Committee (Scheduled)
Governing Body (Scheduled)

08/31/2020 09/09/2020

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS- Request by Councilor Romero Wirth for SFPD to provide what percentage of gas has been purchased within the City versus outside of the City for the last fiscal year. Request by Councilor Lindell for SFPD to look into policy requiring staff to fuel within the City Limits.

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	Χ		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	Х		
COUNCILOR CASSUTT-SANCHEZ	X		

3-19-18

Signature: Geralyn Cardenas

Geralyn Cardenas (Sep 16, 2020 13:35 MDT)

Email: gfcardenas@santafenm.gov

GB POLICE 20-0459 Wex Bank

Final Audit Report 2020-09-17

Created: 2020-09-15

By: YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)

Status: Signed

Transaction ID: CBJCHBCAABAA8vGDGQ96eUfqyz_jYphMHtix0fYSuvqh

"GB POLICE 20-0459 Wex Bank" History

- Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) 2020-09-15 6:01:08 PM GMT- IP address: 63.232.20.2
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- Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

 Signature Date: 2020-09-17 9:24:10 PM GMT Time Source: server- IP address: 63.232.20.2
- Agreement completed. 2020-09-17 - 9:24:10 PM GMT