

# WEX BANK

wexinc.com

111 East Sego Lily Drive, Suite 250  
Sandy, Utah 84070

October 16, 2023

RFP No. 6819 Z1

Attn: Matthew Hansen and Connie Heinrichs  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

Dear Matthew Hansen and Connie Heinrichs,

WEX Bank thanks you for the opportunity to respond to the State of Nebraska's Request for Proposal No. 6819 Z1 for Fleet Fuel Card Services. WEX Bank, incorporated in Utah and formerly known as Wright Express Financial Services Corporation, is an industrial bank and wholly-owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation.

Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX is proposing the WEX Universal Fleet Card Program for the State of Nebraska/University of Nebraska's retail fueling needs. The WEX Universal program and pricing proposal allows the State, University, and any other municipal entities within Nebraska to maximize savings anywhere the card is accepted. Nationally, the card is accepted at 95% of domestic retail fuel sites – approximately 138,000, with over 2,150 in Nebraska.

WEX has been in the fleet card business since 1983. Over those 40 years, we have diversified into travel and corporate payments, and health and employee benefit solutions, but never forgot our roots as a fleet and mobility provider. WEX has built a proprietary, closed-loop, data-rich network of accepting locations. While true that WEX is a multi-billion company, comprised of more than 6,600 team members, with deep fleet and mobility industry experience, and a passion for technological innovation and investment, WEX is also more than that. We achieve growth and secure top talent by placing Diversity, Equity, and Inclusion at the forefront of our culture. We look to the future of mobility by leveraging our network building and payment technology in places like EV and security, drive sustainable growth by deploying up to \$100 million in capital to early-stage commercial EV start-ups, while also reducing our own carbon footprint by investing in our own EV and hybrid fleets, and reducing data center energy use by 64 percent.

Globally, WEX services over 18 million fuel cards, approximately 1.2 million of which are held by public sector organizations at every level of government - federal, state, and local.

Our experience with state fleets is simply unequalled. WEX currently holds 36 statewide fleet card contracts and provides fuel card programs for over 13 federal government agencies, including the GSA Fleet, who operate a card program of over 225,000 vehicles. Starting with the program implementation and continuing throughout the contract, WEX works diligently to understand the details of your fleet operations and become a strategic partner. WEX is an active Corporate Member of NCSFA, where we are constantly learning and collaborating with State Fleet Administrators to help solve fleet related issues.



Highlights of WEX's Fuel Card program include:

- Acceptance at more than 95% of fuel stations nationwide.
- Award-winning, in-house customer service, available 24 hours a day, 365 days a year.
- Level III transaction data capture on 99.8% of your transactions, ensuring data integrity for advanced controls and better detection of fraud, misuse, and abuse.
- Clearview, our Data Analytics Platform, allows State Fleet Manager to more easily detect fraud and misuse.
- Web-based program management through WEXOnline; including real-time account maintenance, real-time card authorization information (usually within seconds of the transaction), and the ability to activate, deactivate, and reactivate fuel cards and driver ID numbers.
- A customizable online reporting tool, including the ability to create and schedule custom reports.
- A transparent and competitive pricing solution, making it easy to calculate savings.

WEX provides support that is unmatched in the industry. In addition to 24/7 in-house customer service, Martha Kneeland would be your Premium Fleet Services Account Manager and daily contact for your program administrators. WEX also supports your program at a strategic level with an experienced Strategic Relationship Manager, Janet Parker. Janet will provide regular program reviews and share best practices based on learnings from our other government and commercial fleets. Janet is your primary point of contact during the RFP process, and may be reached at:

Janet Parker, Strategic Relationship Manager, Public Sector  
1 Hancock St  
Portland, ME 04101  
M: 207-749-6176  
E: [Janet.parker@wexinc.com](mailto:Janet.parker@wexinc.com)

WEX thinks of our state relationships more as partnerships, and hopes the State of Nebraska agrees, along with 36 of your state fleet colleagues, that WEX is the fleet and mobility partner of choice. Thank you for allowing us to present our program capabilities. We look forward to speaking with you, and are happy to answer any questions you may have.

Sincerely,

DocuSigned by:  
  
EE6EEC720DFF478...

Jason Price  
President/CEO WEX Bank





# **Response to RFP 6819 Z1**

**State of Nebraska**

**October 18, 2023**

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# Executive Summary

This response to The State of Nebraska’s (the State) RFP 6819 Z1, Fleet Fuel Card Services, is presented by WEX Bank, formerly known as Wright Express Financial Services Corporation, a Utah industrial bank and wholly-owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX Bank	WEX Inc.
111 East Segoe Lily Drive, Suite 250 Sandy, UT 84070 <b>(888) 842-0075</b> <b>Year of Organization: 1997</b>	1 Hancock St. Portland, Maine 04101 <b>(800) 761-7181</b> <b>Year of Organization: 1983</b>

WEX processes transactions on 18 million fuel cards around the world, and over **40 years** have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools for effective operational management and cost reduction.

When discussing our solution we often talk about “the WEX Advantage,” which includes our industry longevity, and innovative approach to fleet and mobility solutions. But the WEX Advantage is also:

**Our People:** We are 6,100 associates building partnerships and strategic relationships in the United States, and around the world. We are a diverse group of forward thinkers, problem solvers, and lifelong learners. Our culture didn’t happen by accident. WEX is dedicated to cultivating a diverse, equitable, and inclusive (DE&I) space as part of our overall business strategy, which aims to achieve growth expectations, deliver innovative offerings, and be a positive force in our community.

**Sustainability:** WEX understands the shift toward a low-carbon future requires widespread adoption of emerging technologies, as well as development of new resources. We encourage low-carbon commutes, support flexible working models, and are converting our small fleet to electric or hybrid vehicles as leases renew. Additionally, we reduced our internal data center energy use by 64% from 2019 to 2022.




**Social Impact:** We work to enhance the health and well-being of our communities, customers, partners, and employees through the products and services we offer, community involvement, and philanthropy. Recently, we launched our Global Giving Framework, which shifted our philanthropic focus to more effectively engage employees and better align with WEX culture, and gave more than \$980,000 through our corporate philanthropy program.

## WEX Simplifies the Business of Running a Business across three segments:

### Healthcare and Employee Benefit Solutions

WEX simplifies administration of benefits for employees, including consumer directed health accounts in the United States both directly and through partners. We serve more than half the Fortune 1000 companies in the U.S.



#### Simplify Employee Benefits

-  Benefits Administration
-  Benefits Accounts
-  COBRA/Billing Solutions

### Travel and Corporate Solutions

WEX is both one of the largest commercial payment companies in the world as well as a trusted technology partner for some of the largest organizations in the world. WEX is unique in our space as we couple wholly owned market leading technology with a global issuing and funding capability.

#### Streamline Making & Receiving Payment

-  Expense Management
-  Workflow Automation
-  Travel Booking

### Fleet and Mobility Solutions

WEX reimagines mobility across fleets of all sizes as **we partner** with nine of the top 10 U.S. fuel retailers, service over 650,000 global fleet customers, and administer over 18 million fuel cards worldwide.

#### Manage Fleets & Mobility

-  Controls & Fraud Prevention
-  Proprietary Network
-  EV & Mixed Fleets

## Government experience

Our experience in the government and municipal space is unmatched. WEX currently provides fleet fuel cards for 36 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 811,000 cards.

WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards. In total, **WEX services approximately 1.2 million tax-exempt cards.**

WEX also holds cooperative contracts with Sourcewell and NASPO ValuePoint.



- Robust online reporting tools through WEXOnline, including the ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions

## Section II: Terms and Conditions

**WEX Response:** As a subsidiary of a Utah bank regulated by the U.S. Federal Deposit Insurance Commission (FDIC), and as a financial institution using its own contracts related to the provision of payment processing/financial services, it is important for regulatory and operational purposes to include WEX's standard terms and conditions (**see attached WEX Universal T&Cs for Nebraska Govt RFP Final 11 OCT 2023**). Further, general form agreements related to the provision of goods or services are not adequate or appropriate for the provision of financial services. We would assume the State does not use its own form of agreement with its other banks. WEX has attached its standard terms and conditions, which would serve as the starting point for any contract negotiation resulting from this solicitation and our response.

Any contract is contingent on credit approval and underwriting standards.

Please see our response to the State's Terms and Conditions, below.

**Bidders should complete Sections II through VI as part of their proposal.** Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

**WEX Response: Please see attached:**

- **WEX Universal T&Cs for Nebraska Govt RFP Final 11 OCT 2023**
- **WEX Inc Tax Package 22**
- **WEX Fleet ClearView End User License Agreement**
- **WEXOnline End User License Agreement**
- **WEX Private Site Overview**

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		The "four corners" of the contract should be the extent of the contract, as amended, which should govern for ease of administration.

1. ~~\_\_\_\_\_~~ The contract resulting from this Request for Proposal shall incorporate the following documents:

- ~~a. \_\_\_\_\_ Request for Proposal, including any attachments and addenda;~~
- ~~b. \_\_\_\_\_ Amendments to the Request for Proposal;~~
- ~~c. \_\_\_\_\_ Questions and Answers;~~
- ~~d. \_\_\_\_\_ Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and~~
- ~~e. \_\_\_\_\_ Amendments and Addendums to the Contract.~~

~~These documents constitute the entirety of the contract.~~

~~Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 5)~~

~~the Contractor's submitted Proposal, including any terms and conditions or agreements that are accepted by the State.~~

~~Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Contractor.~~

~~Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.~~

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	Suggest Section 23.9 in the attached WEX Universal T&Cs for Nebraska Govt RFP Final 11 OCT 2023:  "Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: (a) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (b) by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the "best evidence" and an "original" of such a writing."

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically, return receipt requested, or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J.P.			

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**WEX Response:** WEX acknowledges and can comply.

**E. DISCOUNTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		Not applicable to the fuel card services WEX provides.

~~Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.~~

**F. PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
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	J.P.	<p>Suggest Sections 5, 7, 8, and Schedule B of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023:</p> <p>Section 5: Billing and Payments.</p> <p>5.1 Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject. Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date.</p> <p>5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.</p> <p>5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.</p> <p>5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.</p> <p>5.5 For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.</p> <p>5.6 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.</p> <p>5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.</p> <p>Section 7: Late Fees.</p> <p>7.1 Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject."</p> <p>Section 8: Other Fees.</p> <p>In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described on the Fee Schedule.</p> <p>Schedule B: List of Fees</p> <table data-bbox="678 1640 1516 1887"> <tr> <td>Set Up Fee</td> <td>Waived</td> </tr> <tr> <td>Monthly Card Fee</td> <td>Waived</td> </tr> <tr> <td>Replacement Card Fee</td> <td>Waived</td> </tr> <tr> <td>International Currency Conversion Fee</td> <td>2% of the total transaction value</td> </tr> <tr> <td>Reproduced Reports</td> <td>\$25.00 per request</td> </tr> <tr> <td>General Research Fee</td> <td>\$15.00 per hour</td> </tr> <tr> <td>Expedited Shipping Fee</td> <td>Cost varies</td> </tr> <tr> <td>Returned Payment Fee</td> <td>\$50.00 per occurrence</td> </tr> <tr> <td>Reactivation Fee</td> <td>\$50.00 per occurrence (maximum</td> </tr> </table>	Set Up Fee	Waived	Monthly Card Fee	Waived	Replacement Card Fee	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 Fee	Cost varies	Returned Payment Fee	\$50.00 per occurrence	Reactivation Fee	\$50.00 per occurrence (maximum
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Reactivation Fee	\$50.00 per occurrence (maximum																			

			Truck Stop Fee Private Site Transaction Fee Paper Delivery Fee  *Actual charges to be applied to your account will be disclosed on your billing statement  Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.	monthly fee or \$50.00) Up to \$3.00 per card swipe at a diesel pump* \$0.35 per transaction \$10.00 per month for paper invoicing and reporting
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~~Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. For the purpose of the RFP, the term "price" includes rebates offered by bidders.~~

~~All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.~~

~~**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**~~

~~**The State will be given full proportionate benefit of any decreases for the term of the contract.**~~

**G. BEGINNING OF WORK & SUSPENSION OF SERVICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		Not applicable to the payment card services WEX provides.

~~The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.~~

~~The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.~~

**H. AMENDMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J.P.			

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**I. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		Not applicable to the payment card services WEX provides.

~~The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.~~

~~The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.~~

~~No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.~~

~~\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\*~~

**J. RECORD OF VENDOR PERFORMANCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		The State's internal review process need not be in the contract.

~~The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State,~~

~~the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.~~

**K. CORRECTIVE ACTION PLAN**

~~If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.~~

**WEX Response:** WEX takes exception. The State cannot withhold payment since WEX will have already paid the merchants the State will have bought fuel from; plus, the State can terminate for convenience under Section 14.1 of the WEX Terms and Conditions.

**L. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		Each party should be responsible for determining breach of the other; Contractor and State should not be responsible for calling their own breach.

~~If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.~~

**M. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

	J.P.	<p>Suggest Sections 14 and 15 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023:</p> <p>Section 14: Term and Termination</p> <p>14.1 This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification of products or services.</p> <p>14.2 Customer shall exercise its termination right under Section 14.1 by providing written notice to Issuer. Issuer shall have a reasonable amount of time to terminate the Account after receiving a notice of termination from Customer. Issuer shall provide Customer with any notice required by applicable law in connection with the exercise of its termination right under Section 14.1.</p> <p>14.3 Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.</p> <p>14.4 The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Customer has performed all of its obligations under this Agreement. As a result, after termination, Customer remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.</p> <p>14.5 Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Customer or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.</p> <p>Section 15: Default by Customer</p> <p>15.1 Customer will be in "Default" under this Agreement if: (a) Customer fails to perform any obligation under this Agreement; (b) a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; (c) any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; (d) any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; (e) there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; (f) any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its obligations under this Agreement; (g) Customer is in default under any other agreement between Customer and Issuer or its affiliates; or (h) any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.</p>
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		<p>15.2 If Customer is in Default: (a) Customer will not have any further right to borrow under this Agreement; (b) Issuer may declare all outstanding amounts under the Account to be immediately due and payable; (c) Issuer may terminate this Agreement; and (d) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement. If Issuer suspends all services and obligations, Customer agrees to pay the Reactivation Fee shown in Schedule B.</p> <p>Also, failure to pay should be a breach. The services being provided are fuel payment cards.</p>
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~~Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.~~

~~The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.~~

**N. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>Suggest Section 23.7 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023, as it is more specific to the services provided:</p> <p>23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.</p>

~~The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.~~

**O. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>Suggest Section 23.10 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023, due to carve out for arbitration in Section 19 of attached terms and conditions:</p> <p>23.10 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).</p>

~~If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.~~

**P. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>1. General</p> <p>The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract <b>in the amount up to 12 months of fees paid by the State and any other net revenue earned by contractor in such twelve (12) month period</b>, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.</p>

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. ~~INTELLECTUAL PROPERTY~~

~~The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.~~

~~If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.~~

3. ~~PERSONNEL~~

~~The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.~~

4. ~~SELF-INSURANCE~~

~~The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.~~

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.



**Q. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		<p>Suggest Section 15.2 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023:</p> <p>15.2 If Customer is in Default: (a) Customer will not have any further right to borrow under this Agreement; (b) Issuer may declare all outstanding amounts under the Account to be immediately due and payable; (c) Issuer may terminate this Agreement; and (d) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement. If Issuer suspends all services and obligations, Customer agrees to pay the Reactivation Fee shown in Schedule B.</p>

~~In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.~~

**R. LIQUIDATED DAMAGES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>Amend 2.c. Transaction Authorization to read:</p> <p>Upon being notified by a Fleet Program Director(s) or Staff that a cardholder was not able to receive an authorization for a transaction due to Contractor system failure (<b>excluding any outages at the merchant level</b>), the Contractor will either resolve the situation within two (2) hours after notification so the cardholder may use their card for purchases with a transaction authorization or pay liquidated damages.</p>

The State and the Contractor(s) agree that actual damages from a failure to perform certain requirements in any contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contract, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damage that the State would anticipate as a result of the failure.

In lieu of actual damage, the State, and the Contractor(s) shall agree to a schedule of fees for failure to perform certain requirements in any contract(s) executed to this RFP.

The following is the required schedule of liquidated damages in the form of fees for failure to perform certain requirements.

The fees are categorized as follows:

Standard	\$ 500 per day
High	\$1,500 per day
Critical	\$3,000 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the Contractor(s) has failed to perform or comply with certain requirements in the contract, other than failures caused by the State or circumstances beyond the control of the Contractor(s) or their agents (example: natural disasters).

1. Unresolved requirements:
  - a. All standard and high category requirements will move to critical level of liquidated damages if not resolved within 48 business hours after notification to the Contractor.
  - b. All critical category requirements will double in liquidated damages if not resolved within 24 hours after notification to the Contractor.
  
2. Fleet Fuel Card Services:
  - a. Issuing cards:  
Upon being notified by a Fleet Program Director(s) or Staff that a card or batch of cards were not issues within five business days of the program submitting the request, Contractor will pay to have the cards expedited to the agency. If the cards are not expedited to the agency within two days after the initial notice by the State that the cards were not issued, Contractor will pay liquidated damages.

Category: Standard

- b. Required Electronic Data File Transfer:  
Upon being notified by a Fleet Program Director(s) or Staff that the program was not able to download, retrieve or receive any card transaction file, the Contractor will either resolve the situations within 24 hours (excluding weekends or holidays) after notification or pay liquidated damages.

Category: High

- c. ~~Transaction Authorization:  
Upon being notified by a Fleet Program Director(s) or Staff that a cardholder was not able to receive an authorization for a transaction due to Contractor system failure, the Contractor will either resolve the situation within two (2) hours after notification so the cardholder may use their card for purchases with a transaction authorization or pay liquidated damages.~~

Category: Critical

**S. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>Suggest Section 22 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023. WEX Bank is a regulated bank and needs to know who its customers are. Assignment by State may create regulatory and due diligence requirements for WEX Bank.</p> <p>22: Assignment Customer may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.</p>

~~Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.~~

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**T. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J.P.			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**U. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>Suggest Section 23.2 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023. State should not experience force majeure as its obligations are primarily payment related.</p> <p>23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Customer consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.</p>

~~Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.~~

V. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>Suggest Section 20 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023, which is operationally tailored for the services provided, regulated status of WEX Bank, and includes starting fairly standard exceptions.</p> <p>20: Confidentiality            All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; (d) is disclosed by Issuer to its financial services regulators; (e) is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or (f) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.</p>

~~All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.~~

~~It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.~~

**W. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>Suggest Section 14.1 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023:</p> <p>14.1 This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification of products or services.</p>

The contract may be terminated as follows:

1. ~~The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.~~
2. ~~The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.~~
3. ~~The State may terminate the contract, in whole or in part, immediately for the following reasons:~~
  - a. ~~if directed to do so by statute;~~
  - b. ~~Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;~~
  - c. ~~a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;~~
  - d. ~~fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;~~
  - e. ~~an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;~~
  - f. ~~a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;~~
  - g. ~~Contractor intentionally discloses confidential information;~~
  - h. ~~Contractor has or announces it will discontinue support of the deliverable; and;~~
  - i. ~~In the event funding is no longer available.~~

**X. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		<p>Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:</p> <p>Provide State with transaction, account, vehicle, and driver data.</p>

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

- ~~1. Transfer all completed or partially completed deliverables to the State;~~
- ~~2. Transfer ownership and title to all completed or partially completed deliverables to the State;~~
- ~~3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back-up procedures;~~
- ~~4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;~~
- ~~5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;~~
- ~~6. Return or vacate any state owned real or personal property; and;~~
- ~~7. Return all data in a mutually acceptable format and manner.~~

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

# Section III: Contractor Duties

## A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>Suggest Section 23.6 of the attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023:</p> <p>23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.</p> <p>In addition to the language above, for the purposes of this contract a subcontractor shall only be considered to be a third-party hired by Contractor specifically to perform services for State, and in no event shall any affiliate of WEX Inc. or WEX Bank, nor any third-party hired to perform services for WEX Inc. or WEX Bank, or for the customer base of either generally, be considered or construed to be a subcontractor (whether such term is capitalized or not capitalized, defined or not defined, herein)</p>

~~It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.~~

~~The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.~~

~~The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.~~

~~By name personnel commitments made in the bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.~~

~~All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.~~

~~With respect to its employees, the Contractor agrees to be solely responsible for the following:~~

- ~~1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;~~
- ~~2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;~~
- ~~3. Damages incurred by Contractor's employees within the scope of their duties under the contract;~~
- ~~4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;~~
- ~~5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and;~~
- ~~6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).~~

~~If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.~~

~~The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.~~

~~Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.~~

~~The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.~~

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		Not applicable to the fuel card services WEX provides. Specifically, WEX is not physically performing services in Nebraska, nor is WEX an individual or sole proprietorship. .

~~The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.~~

~~If the Contractor is an individual or sole proprietorship, the following applies:~~

- ~~1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>~~
- ~~2. The completed United States Attestation Form should be submitted with the Request for Proposal response.~~
- ~~3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.~~
- ~~4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.~~

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. § 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment



Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

**WEX Response:** WEX acknowledges and can comply.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J.P.			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J.P.			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	The State will have ownership of its transaction data align with Contractor, but Contractor shall own any other data, processes, methods, etc. WEX is providing fuel card services.

~~The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.~~

~~The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.~~

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	Please reference attached WEX - Evidence Of Insurance - Cyber_2023 COI

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. ~~If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:~~

- ~~1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;~~
- ~~2. Require each subcontractor to have equivalent insurance. and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,~~
- ~~3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.~~

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within ninety (90) days of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and ninety (90) days following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. ~~The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.~~ The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any

Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i><b>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</b></i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000 Aggregate
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000 Aggregate
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. **EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska Department of Administrative Services  
 Attn: Matthew Hansen  
 RFP # 6819 Z1  
 matthew.hansen@nebraska.gov

Nebraska State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**B. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		State will need to provide more information if the provision is further requested.

~~The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.~~

**C. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J.P.			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**D. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J.P.			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**E. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection K.3. (below) and such ICT is intended to be directly interacted with by the user or is public-facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

**WEX Response:** WEX acknowledges and can comply.

**F. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	Contractor considers policies, in their entirety, confidential and proprietary, but is happy to share a policy synopsis upon request. We suggest:  The Contractor shall have a disaster recovery and back-up plan, of which a <b>synopsis</b> should be provided upon request to the State, which includes, but is

			not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.
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The Contractor shall have a disaster recovery and back-up plan, of which a ~~copy~~ should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**G. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	Contractor considers policies, in their entirety, confidential and proprietary, but is happy to share a policy synopsis upon request. We suggest:  The Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a <b>synopsis</b> of its drug free workplace policy at any time upon request by the State.

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a ~~copy~~ of its drug free workplace policy at any time upon request by the State.

**H. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		State can terminate for convenience under Section 14.1 of WEX's Terms and Conditions.

~~Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.~~

**I. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

**WEX Response:** WEX acknowledges and can comply.

# Section IV: Payment

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

**WEX Response:** WEX acknowledges and can comply.

**B. TAXES (Nonnegotiable)**

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**WEX Response:** WEX acknowledges and can comply.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	In addition to the State's language, WEX is submitting our standard Terms and Conditions ( <b>please see attached WEX Universal T&amp;Cs for Nebraska Govt RFP Final 11 OCT 2023</b> ). As noted above, as a subsidiary of a Utah bank regulated by the U.S. Federal Deposit Insurance Commission (FDIC), and as a financial institution using its own contracts related to the provision of payment processing/financial services, it is important for regulatory and operational purposes to include WEX's standard terms and conditions. Further, general form agreements related to the provision of goods or services are not adequate or appropriate for the provision of financial services. We would assume the County does not use its own form of agreement with its other banks. WEX has attached its standard terms and conditions, which would serve as the starting point for any contract negotiation resulting from this solicitation and our response.

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Additional Invoicing details are provided in Attachment A. Contact information will be provided to awarded bidder during contract finalization period. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	J.P.		This is not applicable to the fuel card services WEX provides.

~~Final inspection and approval of all work required under the contract shall be performed by the designated State officials.~~

**E. PAYMENT (Nonnegotiable)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**WEX Response:** WEX acknowledges and can comply.

**F. LATE PAYMENT (Nonnegotiable)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408).

**WEX Response:** WEX acknowledges and can comply.

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**WEX Response:** WEX acknowledges and can comply.

**Notwithstanding the foregoing, State shall be required to make payment for any previously authorized transactions.**

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.



**WEX Response:** WEX acknowledges and can comply.

Notwithstanding the above, WEX would prefer amending to include “no more than once per calendar year (or more frequently to the extent agreed between the parties), upon advance written notice of no fewer than 60 days.”

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	Transaction disputes are handled pursuant to Section 9 of WEX's Terms and Conditions.

~~The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.~~

# Section V: Project Description and Scope of Work

The bidder should provide the following information in response to this Request for Proposal.

## A. PROJECT OVERVIEW

The Nebraska State Treasurer (State Treasurer's Office) is requesting proposals for Fleet Fuel Card Services on behalf of State agencies, governmental entities and political subdivisions that wish to participate under the State's contract.

The State of Nebraska (State) makes no representation that any State agency, municipality, county, or other governmental subdivision will choose to engage these services as the result of this RFP. The combined bidding of all services to the State eliminates the need for additional procurements by individual State agencies. It will be the responsibility of the contractor to contract the cities, counties, and other governmental subdivisions regarding the potential to participate under this contract.

The Fleet Fuel Card Services program will be used to purchase fuel and vehicle related services. As of December 2022, State agencies have approximately 8600 fuel cards and the University has approximately 1200 cards. Currently, there are approximately 2500 cards issued to cities, counties, schools, and community colleges using this contract. Exhibit's 1, 3, 5 and 7 show the transaction history for State Agencies and Exhibit's 2, 4, 6 and 8 show the cities, counties or political subdivisions using the contract. These exhibits show the total transaction dollars, the rebate based on volume, the file turn rebate, along with the total rebate for each agency or entity under the current contract. These represent a historical count and are not a guarantee of future transaction volumes but are provided to benefit the bidders in developing their proposal.

**WEX Response:** WEX acknowledges and can comply. WEX has extensive experience contacting State agencies, municipalities, counties, and other governmental subdivisions regarding potential to participate under this contract. We do this by proactively reaching out via direct and electronic mail, and support these entities with a dedicated web page if they require additional information.

## B. PROJECT ENVIRONMENT

The Nebraska Department of Transportation shall administer the fleet card program on behalf of the State agencies. The University of Nebraska Fleet Management will be the point of contact for all University fleet fuel cards.

**WEX Response:** WEX acknowledges and can comply with this requirement.

## C. PROJECT REQUIREMENTS

The awarded bidder will be responsible for:

1. Development, testing and implementation;
2. Issuing cards, using unique card numbers;
3. Electronic data file transfer.

**WEX Response:** WEX acknowledges and can comply with this requirement.

**D. BUSINESS REQUIREMENTS**

Each bidder is responsible to research Nebraska Revised Statutes for their legal responsibilities when doing business with the State. Reference to certain State statues and the Nebraska Constitution are provided in the RFP but are not all inclusive to the legal requirements of the selected contractor.

1. Neb. Rev. Stat.§ 73-506(1) – The State cannot pay for deliverables not received
2. Neb. Rev. Stat.§ 73-506(2) – Service contracts with unspecified or unlimited duration
3. Nebraska State Constitution, Article XIII, §3 – Prohibits indemnification and limitations of liability.

**WEX Response:**

- **Re: Neb. Rev. Stat.§ 73-506(1) – The State cannot pay for deliverables not received**

**Not applicable to the fuel card services WEX provides, i.e., the State pays the bill after making charges on the cards.**

- **Re: Neb. Rev. Stat.§ 73-506(2) – Service contracts with unspecified or unlimited duration**

**WEX acknowledges and can comply.**

- **Re: Nebraska State Constitution, Article XIII, §3 – Prohibits indemnification and limitations of liability.**

**Please see Section II, P. and WEX’s suggested amended contract language, above.**

**P. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.P.	<p>1. General</p> <p>The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract in the amount up to 12 months of fees paid by the State and any other net revenue earned by contractor in such twelve (12) month period, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.</p>

## E. SCOPE OF WORK

### 1. BASIC REQUIREMENTS

a. Each card must be printed with the account number, vehicle or equipment identification number, name of agency, and Nebraska tax exempt number.

**WEX Response:** WEX acknowledges and can comply with this requirement. Fulfilling the State's card requirements will require ordering of custom plastic, or a hot stamp to accommodate embossing requirements of the Nebraska tax exemption number.

b. Card must be assigned to vehicles, not to a driver.

**WEX Response:** WEX acknowledges and can comply with this requirement. Fleets may assign WEX cards to vehicles/assets, drivers, equipment, or organizational unit.

c. The State of Nebraska and the University of Nebraska are exempt from all State and Federal sales and excise taxes. The University of Nebraska is exempt from sales tax in NE, FL, IL, KS, MA, MO, ND, and TX. Vendors are to omit these taxes from the billing/invoice.

**WEX Response:** It is WEX's understanding, from the Nebraska Department of Revenue, the State and University are only exempt from Federal Excise fuel taxes. The State and University are to complete the Tax Enrollment Form and WEX will invoice you net of Federal Excise Fuel Tax. In terms of State Tax on non-fuel purchases those transactions can be exempt at the time of the transaction at the merchant location, see below.

*From Nebraska Department of Revenue: Motor fuels (fuel), including gasoline, gasohol, and undyed diesel purchased in Nebraska, are taxed at the time of purchase. When this taxed fuel is either purchased by an exempt entity, or used in an exempt manner, a refund is available. Exempt entities include the U.S. government, its agencies, and federal corporations wholly owned by the U.S. government. Fuel used in licensed motor vehicles by state and local governmental entities, including school districts, does not qualify for a refund.*

WEX's tax exemption, reporting, and recovery information is below. If eligible, the University would submit transactional data to those respective states and request reimbursement (for gasoline sales tax) or for service. We are happy to discuss the University's tax reporting requirements, and engage our tax department to advise the University of best practices for recovery of sales tax from the states listed above.

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

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

### **State Sales, County and Local Taxes at Participating Merchants**

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

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

Tax-exempt reporting through WEXOnline, WEXLink, and the paper PAR (Purchase Activity Report) shows:

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

### **State Sales Tax and County Tax at Non-Participating Merchants**

For fueling transactions with those fuel marketers that do not participate in the WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as “Reported Tax.” “Reported Tax” transactions list transactions and tax amounts that WEX does not exempt so the fleet can file for exemption. Many fleets use their WEXLink data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program. Reporting shows:

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

### **Tax Exemption for Non-Fuel Purchases**

For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants’ discretion. Drivers must supply the merchant with proper documentation of the organization’s tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

### **Qualification**

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

### Required Data

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

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

Not all transactions may have exemptions applied to them. WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if you provide us with a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions.

- d. The vendor must pay for any necessary software updates for:
  - i. Batch file processing;
  - ii. Driver authorization;
  - iii. Uploading fuel conversion codes, and;
  - iv. Uploading card authorization to GASBOY systems.

**WEX Response:** WEX typically does not pay for these updates, and requires the fleet to code to our WEXlink specifications, which are our proprietary batch processing file specifications we only share with customers. That said, we are happy to discuss in greater detail should the State award WEX this contract.

- e. Card must be capable of privatizing (for internal transaction processing).

**WEX Response:** WEX acknowledges and can comply with this requirement. We are happy to discuss in more detail with the State during the discovery phase of our implementation plan.

- f. Program should be in place by April 1, 2024.

**WEX Response:** WEX acknowledges and can comply with this requirement. WEX has been in the fleet mobility business since 1983, and has a long history of efficiently and effectively implementing fleet fueling programs for many of the largest commercial and government fleets in the United States.

Please reference Form A.3, question 3.13 and Form A.4, question 4.14, below, as well as **WEX Sample Implementation Plan**, attached.

g. Soft rubber/neoprene card hold key rings should be provided at no cost.

**WEX Response:** This is not a cost-free service WEX provides. However WEX can help facilitate online orders for soft rubber/neoprene card hold key rings for which the State receives a bulk discount.

h. New or replacement cards must be free and include free shipping and tracking information when cards are shipped.

**WEX Response:** Acknowledged and will comply with exceptions. WEX will waive card fees, card replacement fees, and include free standard USPS shipping.

Expedited shipping incurs a fee. Standard expedited shipping rates are \$15.00 for second day, and \$21.50 for overnight. WEX has the ability to incorporate the State's own shipping ID (if applicable), so the State receives the best possible rate on expedited cards.

WEX can provide tracking information for certain orders using standard and expedited shipping, as outlined below:

- 2nd day (UPS and FedEx) \$15
- Standard Overnight (UPS and FedEx) \$21.50
- Packages of 5-39 cards (USPS Parcel Post) free of charge
- Packages of 40+ (FedEx Priority Overnight)

i. Replacement cards will be issued within five (5) business days.

**WEX Response:** WEX acknowledges and can comply with this requirement.

j. Administrators of the programs can unlock cards as well as the contractor.

**WEX Response:** WEX acknowledges and can comply with this requirement. State administrators may add, edit, suspend (i.e., lock), reactive (i.e., unlock), or terminate cards anytime via the Fleet Manager module of WEXOnline.

WEX's Customer Service Department is available 24 hours a day, seven days a week to assist State administrators. The State may also contact your Premium Fleet Services Account Manager for assistance.

k. Historical information must be stored for three (3) years after the contract expires.

**WEX Response:** WEX acknowledges and can comply with this requirement. Our data retention policy includes two (2) years of data actively recoverable via WEXOnline, and five (5) years of archived data available to the State via service request.

l. Initial cards must be issued by program administrators.

**WEX Response:** WEX acknowledges and can comply with this requirement. Initial cards will be ordered during the program implementation by the implementation manager along with the program manager. After implementation, cards may only be issued by fleet administrators, or by those authorized to do so by fleet administration. Custom roles may be defined in WEXOnline.

m. The contractor must ensure privacy and security for all data in their environment .

**WEX Response:** WEX acknowledges and can comply with this requirement. Please reference attached **WEX Information Security Program Overview**.

n. Toll free customer service available 24x7, 365 days per year.

**WEX Response:** WEX acknowledges and can comply with this requirement. WEX's customer service operates 24 X 7 , 365 days per year.

o. Level III data capture capabilities and reporting, as listed on Exhibit 7.

**WEX Response:** WEX acknowledges and can comply with this requirement.

Level III data capture serves as the backbone of our program's robust card controls, reporting, and analytics, and also helps reduce fraud and provide greater visibility into your fleet operations with Prompt ID (i.e., Driver or Vehicle ID), and odometer entry required for each purchase. Fleets that use the WEX card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more on **99.8%** of transactions.

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. That data is included in standard and custom reporting. Some competitors *claim* 100% Level III data capture; however, they achieve this percentage through site lockout on their non-Level III locations. Locking out these sites decreases the number of locations available to your drivers.

p. Redundant systems.

**WEX Response:** WEX acknowledges and can comply with this requirement.

Please reference attached **WEX Disaster Recovery Plan Summary 2023** for a general overview of WEX's Business Continuity / Disaster Recovery protocols, with redundancy specifically addressed on page five (5).

## 2. STATE OF NEBRASKA PROGRAM

a. Ordering new or replacement cards will be restricted to the Fuel and Credit Card Systems Manager and their staff at the Nebraska Department of Transportation.



**WEX Response:** WEX acknowledges and can comply with this requirement.

WEXOnline's structure provides the flexibility to meet unique account program needs, such as restricting ordering new or replacement cards only to the Fuel and Credit Card Systems Manager and their staff at the Nebraska Department of Transportation.

The Administration module of WEXOnline allows Fuel and Credit Card Systems Manager to create and assign custom roles to online users, thereby limiting or broadening their system access. For example, Fuel and Credit Card Systems Manager can create custom roles that provide users with access to different sections of WEXOnline – such as driver maintenance. This setup allows users to focus on their defined tasks without giving broader permissions that could be abused.

The Fuel and Credit Card Systems Manager can also add new online users, manage existing users, and manage online enrollment requests. It's easy to determine who gains access to the system, what level of access is provided to the user, and which accounts they have the ability to manage. Management responsibility is shared, but assigned administrators retain ultimate control over access privileges.

b. State ID number will be a five (5) digit number.

**WEX Response:** Our fuel card program allows the State to use either a four (4) or six (6) digit ID number. To accommodate the State's desired five (5) digit number, we would add a zero (0) to the State ID number.

Further, the State may either provide WEX with desired ID numbers or WEX may choose them at random.

c. Contractor must be willing to stagger the deployment of cards, as the State has many expiration dates.

**WEX Response:** WEX acknowledges and can comply with this requirement. WEX can send out cards in whatever cadence the State requires. We are happy to discuss the State's (and any related State agency's) unique deployment and expiration date requirements during the discovery phase of implementation.

d. Custom cards must be provided.

**WEX Response:** WEX acknowledges and can comply with this requirement.

We will work with the State to design custom cards that fit your needs. We have examples of custom cards shown later in the RFP response.

e. State agency drivers are allowed up to five (5) transactions per day, State refueling sites are not included.

**WEX Response:** WEX acknowledges and can comply with this requirement.

With our purchase controls, you can determine how many transactions happen in a day, the time of day purchases can take place, as well as the days per week.

f. State invoices will be received no later than Wednesday for the prior week transactions, received electronically and paid within 10 business days after the file has been received.

**WEX Response:** WEX offers two weekly billing cycles should the State desire to receive weekly invoices:

- Option 1 closes every Friday, with payment due in seven (7) days
- Option 2 closes every Friday, with payment due in 14 days

### 3. UNIVERSITY OF NEBRASKA PROGRAM

a. Ordering new or replacement cards will be restricted to the Fleet Management Director and Fleet Management Administrative Staff.

**WEX Response:** WEX acknowledges and can comply with this requirement.

WEXOnline's structure provides the flexibility to meet unique account program needs, such as restricting ordering new or replacement cards only to the University Fleet Management Director and the Fleet Management Administrative Staff.

The Administration module of WEXOnline allows the University Fleet Management Director to create and assign custom roles to online users, thereby limiting or broadening their system access. For example, the University Fleet Management Director can create custom roles that provide users with access to different sections of WEXOnline – such as driver maintenance. This setup allows users to focus on their defined tasks without giving broader permissions that could be abused.

The University Fleet Management Director can also add new online users, manage existing users, and manage online enrollment requests. It's easy to determine who gains access to the system, what level of access is provided to the user, and which accounts they have the ability to manage. Management responsibility is shared, but assigned administrators retain ultimate control over access privileges.

b. University ID number will be a six (6) digit number.

**WEX Response:** WEX acknowledges and can comply with this requirement.

c. Non Custom plastic will be provided.

**WEX Response:** WEX acknowledges and can comply with this requirement.

d. Contractor must be willing to provide the University with one expiration date on all cards.

**WEX Response:** WEX acknowledges and can comply with this requirement.

e. University drivers are allowed up to three (3) transactions a day.

**WEX Response:** WEX acknowledges and can comply with this requirement.

**With our purchase controls, you can determine how many transactions happen in a day, the time of day purchases can take place, as well as the days per week.**

f. University invoices will be received weekly and sent electronically.

**WEX Response:** WEX acknowledges and can comply with this requirement.

**WEX offers two weekly billing cycles should the University desire to receive weekly invoices:**

- **Option 1 closes every Friday, with payment due in seven (7) days**
- **Option 2 closes every Friday, with payment due in 14 days**

## **F. FUNCTIONAL REQUIREMENTS**

Bidders must address the functional requirements in Attachment A, Forms A.2 – A.4

**WEX Response:** WEX acknowledges and can comply with this requirement. Please see responses below.

## **G. PROPOSED RESOLUTION**

The State expects the awarded bidder to meet or exceed the levels of services currently provided. Additional details on current service levels and expectations provided in Attachment A. The contractor will work with the State and University staff to research and correct problems in a timely and professional manner throughout the entire contract.

**WEX Response:** WEX acknowledges and can comply with this requirement.

**WEX's service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers to large fleet managers as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSRs) whenever needed. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their fleet card programs.**

**The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Customer Service Representatives are also trained to handle questions regarding account**

billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Fleet managers can use the IVR to check balances, available credit limits, or make a payment by phone.

In addition to our Customer Service Department, WEX assigns personnel to work with the State one on one during implementation, and onward throughout our partnership.

Your Strategic Implementation Manager, Martin Howgate, works with you to roll out new programs, implement significant changes to existing ones, coordinate project plans, and design, lead and execute communication to ensure milestones are met. Martin also develops and executes training plans to ensure card holders and fleet managers are well prepared to use the program.

Your Strategic Relationship Manager, Janet Parker, ensures your fleet maximizes the value of our program. This includes an in-depth understanding of the State's operation and goals so they can provide proper solutions and best practices for optimal savings. Janet engages the fleet during implementation, and ongoing, through regular review of key performance indicators, sharing best practices, introducing new products, tracking against the fleet's established policies, goals and objectives, and assisting with/escalating problem resolution when necessary.

Finally, your Premium Fleet Services (PFS) Account Manager, Marthy Kneeland, is the primary day-to-day contact for fleet managers. She ensures that the program is working smoothly, and expeditiously resolves all problems so that the fleet experiences minimal disruption. The PFS Account Manager also helps create reporting that may not be easily accessible to fleet managers, ensuring that requisite data is available for effective oversight.

Based in South Portland, Maine, PFS Account Managers are available toll-free between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. For escalated or immediate issues, PFS Account Managers are available via mobile device as well. Phone calls are returned within two business hours, and emails within 24 business hours.

For more detail, please reference attached:

- [WEX Customer Service Overview](#)
- [WEX Account Management](#)
- [State of Nebraska Project Personnel](#)

#### **H. PERFORM IMPLEMENTATION**

Bidder must provide a detailed description of the implementation process, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. Awarded bidder will be responsible to fully cooperate with current Contractor, State, and University during all phases of the implementation/transition.

**WEX Response:** WEX acknowledges and can comply with this requirement.

After contract award and execution of the Master Agreement and Participation Addendums, WEX will begin the implementation phase at the availability of State and/or participating Entity.

The WEX Relationship Management Team will enlist the help of a WEX Strategic Implementation Manager to take the lead on the implementation process.

WEX is well versed in implementing large complex accounts onto our platform. In recent years WEX has successfully implemented numerous State, Private Sector and Federal Agency accounts, entire card portfolios for large Fleet Management Companies, and several Major Oil Card Programs for branded merchants.

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

During the implementation, they will also prepare and distribute regular project updates, facilitate and document issues and action items and document the State's requirements for customized reporting.

Depending on the project plan that is mutually agreed to WEX will work to meet all requirements in the allotted time. A typical implementation takes around 90 days, but that can vary based on the specific requirements a fleet may have.

**Please reference the attached WEX Sample Implementation Plan for a step-by-step list of implementation activities (including card distribution, training, etc.) and the responsible party. This plan will be expanded and modified to meet your specific needs, including custom cards.**

#### **I. DELIVERABLES**

Bidder should provide a copy of all agreements required to initiate all services listed in this RFP. Bidder agreements shall be edited to include only the services requested in this RFP and not contain language conflicting with the RFP, State law and Section II. Terms and Conditions of the RFP. The rebate proposal should be included with these agreements. This information can be included as a separate section labeled "Deliverables". The bidder understands that alternative terms and conditions may be rejected by the State.

**WEX Response:** WEX acknowledges and can comply with this requirement.

# Section VI: Proposal Instructions

This section documents the requirements that should be met by bidders in preparing the Technical and Rebate Proposal. Bidders should identify the subdivisions of “Project Description and Scope of Work” clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State’s comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Rebate Proposal are presented separately in the following subdivisions: format and order:

## A. PROPOSAL SUBMISSION

### 1. FINANCIAL STABILITY

The bidder must have financial stability to do business with the State of Nebraska for the length of the contract.

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation’s most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder’s financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statement required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

Financial stability will be determined by the State Accounting Administrator based on a totality of the circumstances of the firm including, but not limited to,

- a. Total equity,
- b. Equity as a percent of assets,
- c. Cash flow,
- d. Debt coverage ratios,
- e. Earnings,
- f. Analyst opinions,
- g. Pending and potential lawsuits, regulatory actions taken or pending against the firm,
- h. Compliance with regulatory capital requirements,
- i. Management stability,
- j. and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

**WEX Response:** WEX acknowledges and can comply with this requirement.

WEX Bank is a wholly owned subsidiary of WEX Inc., a publicly traded corporation under NYSE: WEX. WEX Inc.'s most recent SEC filings, annual reports, quarterly financials, and other relevant public information demonstrating our financial stability may be found on our Investor Page: <https://ir.wexinc.com/financials/quarterly-results/default.aspx>

**2. CORPORATE OVERVIEW**

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

- **BIDDER IDENTIFICATION AND INFORMATION**

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

**WEX Response:** WEX acknowledges and can comply with this requirement.

WEX Bank, formerly known as Wright Express Financial Services Corporation, a Utah industrial bank and wholly-owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation.

WEX Bank	WEX Inc.
111 East Sego Lily Drive, Suite 250 Sandy, UT 84070 <b>(888) 842-0075</b> <b>Year of Organization: 1997</b>	1 Hancock St. Portland, Maine 04101 <b>(800) 761-7181</b> <b>Year of Organization: 1983</b>

- **CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

**WEX Response:** WEX anticipates no change in ownership or control of the company during the twelve (12) months following the proposal due date.

- **OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

**WEX Response:** Our corporate headquarters serve as the primary office location and technical operations center responsible for performance pursuant to an awarded contract with the State of Nebraska, and is located at:

**1 Hancock Street  
Portland, ME 04101**



Additional office locations are viewable at: <https://www.wexinc.com/locations/>

- **RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**WEX Response:** WEX is unaware of any dealings and/or contracts with the State over the previous five (5) years.

- **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**WEX Response:** WEX is aware of no employee relations, as defined above, to the State.

- **CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

**WEX Response:** Not Applicable.

- **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**



The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
  - a) The time period of the project,
  - b) The scheduled and actual completion dates,
  - c) The bidder's responsibilities,
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects

**WEX Response: Not applicable. WEX is the prime Contractor for all narrative descriptions below.**

- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

**WEX Response: Not applicable. WEX is the prime Contractor for all narrative descriptions below.**

## **Narrative One: The State of Iowa**

**Time Period:** The State of Iowa has been a WEX customer for over 20 years.

**Scheduled and Actual Completion Dates:** Ongoing. Iowa's current contract expires on September 7, 2025.

**Reference Contact Information:** Mariah Fucaloro; mariah.fucaloro@iowa.gov

**Actual Budget:** Current contract spend since 11/18/21 is around \$50M;

The State of Iowa and the university system (Iowa State University, Iowa University and the University of Northern Iowa) have contracted with WEX, formerly Wright Express for over 20 years. Since WEX was awarded the Sourcewell contract, the State of Iowa has elected to participate in that cooperative. The current Sourcewell contract expires in September, 2025.

WEX has worked with the State of Iowa on offering local merchant discounts, such as Casey's. Through marketing and sales efforts, we have over 250 municipalities and schools utilizing the contract.

## **Narrative Two: The Commonwealth of Pennsylvania**

**Time Period:** WEX has had a highly successful and collaborative relationship with the Commonwealth of Pennsylvania since 2012

**Scheduled and Actual Completion Dates:** Ongoing since 2012. The Commonwealth's current contract expires in July, 2024 with three one year renewal options (bringing the contract to 2027).

**Reference Contact Information:** Randall Tomlinson; 717-787-3162 (phone); 717-787-0276 (fax); [rtomlinson@pa.gov](mailto:rtomlinson@pa.gov)

**Actual Budget:** Approximately \$125 million

WEX has had a highly successful and collaborative relationship with the Commonwealth of Pennsylvania since 2012, at which time we won the contract through a competitive RFP. WEX was re-awarded the Fleet Card Services Contract in 2019, again through competitive RFP. Dollar value is approximately \$125 million annually, and includes 1,000 state agency accounts spending over \$77 million annually on over 26,000 cards, and over 1,100 COSTARS (municipality) accounts spending over \$48 million annually across > 23,000 cards.

WEX's card program represents the primary purchasing method that all state agency vehicles, and thousands of municipal accounts, use to purchase fuel. Using the WEX Sunoco Universal Card has saved the Commonwealth millions of dollars through annual rebates and tax exemption savings.

This speaks to WEX's extensive experience with large, multi-faceted government contracts, and our ability to grow these contracts to include municipalities. For example, over the past 10 years, WEX has grown the number of participating Commonwealth municipalities to over 1,100.

State agencies and municipalities have successfully used WEX's fleet card products to better control spend, gain deeper insight into fueling trends at a vehicle and driver level, and achieve cost savings through valuable discount and rebate offerings from WEX and our fuel merchant partners.

## **Narrative Three: The State of Georgia**

**Time Period:** The State of Georgia has been a WEX customer since 2001.

**Scheduled and Actual Completion Dates:** Ongoing since 2001. The State of Georgia's current contract expires in September, 2024.

**Reference Contact Information:** Jazzmin Randall; 404-463-5458 (phone); fax n/a;  
[Jazzmin.Randall@doas.ga.gov](mailto:Jazzmin.Randall@doas.ga.gov)

**Actual Budget:** Original estimates for fuel card management services were approximately \$78 million.

This contract provides fuel cards for the State of Georgia Agencies as well as municipalities within the State of Georgia. WEX has held the fuel card contract with the State of Georgia since 2001, retaining the business through multiple competitive RFPs. This contract encompasses and has grown to include 188 agency accounts, over 788 municipal accounts, approximately \$500 million in spend, roughly 195 million gallons, and approximately 50,000 cards since 2014.

- **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**WEX Response:** WEX acknowledges and can comply with this requirement.

Please reference attached **State of Nebraska Project Personnel**

- **SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

**WEX Response:** Not applicable. Notwithstanding anything to the contrary in this RFP response or resulting contract, a “subcontractor” shall be a third party specifically hired by WEX to perform services only for the State, and not any subsidiary, affiliate, or third-party that performs services for WEX or for WEX’s customer base collectively.

### 3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- Understanding of the project requirements;
- Proposed development approach;
- Technical considerations, including Attachment A;
- Detailed implementation plan; and
- Rebate Proposal.

**WEX Response:** Acknowledged and will comply. Please see responses to Technical Proposal (Attachment A, Forms A.1 - A.5), below.

Additionally, as part of our technical proposal response, we are pleased to

- Detail the broad acceptance of our proprietary, closed-loop network
- Include additional details regarding the required Level III data capture on our proprietary, closed-loop network
- Review WEX’s fleet administration platform (WEXOnline)
- Highlight WEX ClearView, our data analytics platform
- Describe the State and University’s access to alternative fuels
- Note relevant mobile solutions

## Acceptance

Businesses that operate vehicles need a card with broad acceptance. The WEX Fleet Card offers acceptance in **all 50 states**, at 95% of U.S. retail fueling locations, all of which are required to transmit Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at nearly **2,500** locations in Canada.



For a list of accepting locations nationwide, visit <https://www.wexinc.com/solutions/fleet-cards/wex-fleet-fuel-card-locations/>.

## Level III Data Capture

Level III data capture serves as the backbone of our program's robust card controls, reporting, and analytics, and also helps reduce fraud and provide greater visibility into your fleet operations with Prompt ID (i.e., Driver or Vehicle ID), and odometer entry required for each purchase. Fleets that use the WEX card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more on **99.8%** of transactions.

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. That data is included in standard and custom reporting. Some competitors *claim* 100% Level III data capture; however, they achieve this percentage through site lockout on their non-Level III locations. Locking out these sites decreases the number of locations available to your drivers.

WEX collects the below data at all accepting locations and reports it back to the fleet:



With the WEX Fleet Card, the fleet manager can implement controls to decline a transaction or provide alerts and exception reports when the purchase falls outside the established business parameters. When a driver pays with a WEX card at any of our accepting locations, the point-of-sale device prompts them to enter certain information (i.e., Prompt ID and odometer reading). This information, collected before a purchase authorization, enables fleet managers to know, in real-time, the amount spent, and what was purchased (i.e. fuel, parts and service, oil changes, or other non-fuel products available to fleets using the WEX card). This way, fleet

managers gain insight into costs for each vehicle, the cost per gallon, the cost per mile, and other data points **without manually sifting through receipts.**

Although Level I and Level II data may suffice for consumer purchases, Level III data is **ideal for business with multiple vehicles and drivers to administer.** Without Level III data, large fleet management can become a time-consuming audit of invoices and bank statements. Fleet managers can use the richer level of transaction detail to facilitate smarter and more efficient fleet operation. For example, fleet managers can use odometer readings and changing fuel-per-gallon consumption figures to **optimize maintenance schedules** and know which vehicles are ready to be traded in or retired from the fleet.

Level III data can also help fleet managers detect and reduce unauthorized and fraudulent use of their fleet cards. Because drivers must input ID numbers at the time of purchase, Level III data creates a paper trail that links all expenditures back to their source. If a driver makes a purchase, fleet management knows. And, because fleet management may assign Driver or Vehicle IDs, reporting ties back to drivers who may use multiple vehicles or vehicles with multiple drivers.

### **WEX's Closed-Loop Advantage**

One of the most significant advantages the WEX proprietary closed-loop card offers over an open-loop solution is our custom-built network. **The WEX Fleet Card can only be used at fuel and non-fuel related locations that accept the WEX card.** This is the first line of defense against unauthorized or fraudulent spending, either of which could more easily occur with an open-loop credit card that can be used at any type of retailer.

WEX can ensure that all vendors accepting our cards will comply with the same requirements and that data capture is tailored specifically to meet fleet customer needs.

WEX Fleet Cards and open-loop credit cards both offer fleet managers the ability to track and set controls on spend. However, the WEX closed-loop solution provides more in-depth transaction data, greater flexibility and security, and tighter controls than does an open-loop credit card.

### **Level III - Product Codes**

Transmittal of accurate Level III data and product coding is dependent upon drivers entering the correct odometer reading as well as each merchant's programming of their point of sale devices, which are typically located on their island card readers or in their stores. The merchant's chosen network processor then transmits this data to WEX. WEX contacts and encourages merchants or network processors to address any incorrect product codes or data. Incorrect product codes can affect rebates, discounts, tax exempt processing, reporting, and



contract pricing. We recommend that customers retain paper receipts to review with the merchant in the event of reporting errors.

### **Levels of Control**

WEX understands that it is critical for fleets to minimize waste and fraud and stay within budget. Our detailed Level III data capture underlays our platform's variety of purchase control tools that help enforce purchasing policies.

WEX developed its own closed-loop acceptance network among merchants and can control transactions at the merchant-type level. The WEX card is accepted at more than 138,000 fuel and service locations across the US.

Most generic credit cards can control the type of merchant. However, WEX goes a level deeper and is able to control the product type being purchased.

**Product Classes** are groupings of like products separated by type such as services, fuels, oil and fluids, etc. Authorization controls enable or disable access to specific product categories within WEX's closed-loop network of fuel and service merchants.

Fleet managers can then set spending limits at the transaction level, such as: dollar limits and timeframe of purchase.

**Purchase Controls** offers fleet managers flexibility to limit transactions within WEX's network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, but disallow general merchandise. A typical credit card would be open to all gas stations and any merchandise that is available in this retail channel, potentially allowing a driver to purchase electronics or snack food. This opens up your business to unauthorized expenses and program abuse.

Cards are linked to purchase controls in WEXOnline, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes. Establishing limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving your business money. Fleet managers can even use controls to establish daily, weekly, twice monthly, or monthly (defined as calendar month, or billing cycle) limits for fuel and non-fuel expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale.



Card Level Purchase Controls
Per transaction dollar limit
Per period dollar limit (daily, weekly, twice monthly, monthly)
Per period # of transactions (daily, weekly, twice monthly, monthly)
Total fuel per period (daily, weekly, twice monthly, monthly)
Total non-fuel per period (daily, weekly, twice monthly, monthly)
Total gallons per period (daily, weekly, twice monthly, monthly)
Time of day (subject to server location's time zone)
Day of week (subject to server location's time zone)

\*Enforcement of some limits depends upon adoption of specification and merchant participation

**Automatic Pump Shut-Off** is an optional control that uses WEX's proprietary technology. When a driver reaches any of the set limits, the pump shuts off. The result is increased operational efficiency, enforcement of driver policies, and better management of costs.

Automatic Pump Shut-Off works in conjunction with three purchase parameters: Fuel Dollars per Transaction; Fuel Dollars per Timeframe; and Total Dollars for All Products per Timeframe.

The fleet manager defines one or more of these purchase parameters by creating and associating a Purchase Control profile to one or more cards. The fleet manager can change the customized controls in near real-time and alter them whenever necessary, resulting in increased control, convenience, and accountability.

- Large fleets that use Automatic Pump Shut-Off enjoy the following benefits:
- Reduced fraudulent fueling – helps to limit overages and unauthorized activity
- Tighter control over fleet expenses – allows for better management of fuel expenditures
- Convenience of use – available at most participating merchant locations like 76®, Citgo, Conoco®, Phillips 66®, ExxonMobil®, BP, Gulf, Wawa, Sinclair, Marathon, Sheetz, QuikTrip, and more.

### Real time alerts

Real Time Alerts allow the fleet manager to define purchasing guidelines on specific Purchase Controls. Alerts are sent for situations that are outside of defined operational behavior – if a transaction exceeds a set dollar amount, total dollars for all products per timeframe, or total

number of transactions for all products per timeframe. Alerts can also be sent if the vehicle is fueled at a higher dollar amount than the tank size of the vehicle. If an exception occurs, the fleet manager receives a notification within minutes. The message provides details about the offending purchase and includes driver and vehicle information. Alerts can be sent directly to the fleet manager, and are housed in the WEXOnline Report module for analysis and monitoring.

## **WEXOnline**

WEXOnline, WEX's proprietary fleet management tool helps fleets manage their mobility needs for fuel, EV charging, and service expenses, and maximize operational efficiency. Fleet managers can perform day-to-day card, driver, and purchase control management as well as complete analytical reporting, use available data to glean insight into vehicle health, review spending metrics, make payments on their fleet account, and accurately forecast for future budgeting. This tool is web-based and mobile-responsive, so fleets are manageable from any computer or mobile device at any time.

Fleet managers may assign access to as many WEXOnline users as necessary. Whether it's one or 100, approved users can perform various functions depending upon the level of access provisioned.

WEXOnline offers a group of purchasing control parameters, or limits, which the fleet manager assigns to cards to limit the total spent per card per designated period. This allows easy, day-to-day management of the cards to ensure purchasing policies are enforced.

WEXOnline is the destination for managing vehicles and drivers, setting purchase controls, and reporting and financials-the tools needed to manage operations quickly and easily.

### **Benefits:**

- **Secure online 24 x 7 x 365 access to your card program**
- **Manage vehicles, drivers, purchase controls, financials, and reporting anywhere**
- **Efficient and flexible online management – can be managed by one administrator or multiple employees**

### **Administration and Online Users**

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

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

The Fleet Manager module of WEXOnline allows users to add, edit, suspend, reactivate and terminate cards and drivers, add and manage card controls, and to view and download invoice details. They can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce your purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase)
- Edit account information

## **Custom Roles**

WEXOnline's structure provides the flexibility to meet unique account program needs. The Administration module of WEXOnline allows the fleet manager to create and assign custom roles to online users, thereby limiting or broadening their system access. For example, the fleet manager can create custom roles that provide users with access to different sections of WEXOnline® – such as driver maintenance . This setup allows users to focus on their defined tasks without giving broader permissions that could be abused.

The fleet administrator can also add new online users, manage existing users, and manage online enrollment requests. It's easy to determine who gains access to the system, what level of access is provided to the user, and which accounts they have the ability to manage. Management responsibility is shared, but assigned administrators retain ultimate control over access privileges.

## **Benefits:**

- Appropriate account and system access based on the user responsibilities
- Ultimate control over who has access to the system, what level of access, and to what accounts
- Ability to track user logins

## **Authorization Profiles**

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

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

Fleet managers can add new profiles or view existing ones, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.

Authorization control profiles allow the fleet manager to edit a profile and have that change impact all cards associated. There is no limit to the number of cards that can be assigned to a certain profile and this functionality eliminates the need to manually edit each driver or vehicle record when a policy changes.

### **Benefits:**

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

### **Financials**

WEXOnline’s Accounting Fields and Accounting Profiles functionality allows the fleet manager to effectively manage the fleet card program by providing additional User-Defined Fields to capture pertinent information such as: accounting codes; location values; fuel type (diesel/unleaded); and driver permissions (CDL license or job code). The WEXOnline system is unique in allowing the fleet manager to name values. The fleet manager has the ability to make the values required or not to ensure that the necessary data is captured in reporting.

The addition of the User-Defined Fields allows the fleet manager to gather all the pertinent information needed to manage reporting and the business from the WEXOnline system.

Additionally, the fleet manager may easily create custom accounting fields at the account, card, driver, and vehicle prompt records level. The fleet manager defines the field names, determines how the data should be entered, and whether the data is required.

For example, accounting fields might be defined as follows:

- **“Cost Center” as four numeric characters and free form entry that is required input**
- **“Region” as a list of values such as North, South, East, West, that is optional to input**

- **“Equipment Type” as 20 characters of free form text that is required input**

Once these custom fields are added to the system, they can append the additional data on the card, account or prompt records, so activity can be tracked and monitored. These fields can be edited, even after the transaction has taken place, until the cycle closes, through the Transaction Management module. For example, a vehicle with an Equipment Type of “Floral Delivery” could be reallocated after the fact to the Catering Department so the transactions can be reposted to reflect the change of vehicle use.

Once accounting fields have been created for those that have a list of values instead of free-form text, a list of accounting codes can be added to the specific field. For example, “Region” could have North, East, South, and West assigned as a specific option in a drop-down box.

### **Accounting Profiles**

Once the accounting fields and codes have been established in the system, the fleet manager can assign a subset of the codes, or accounting profiles. By utilizing this feature, the fleet manager can combine various fields and codes into one profile, assign it to one or more levels within a hierarchy, and streamline the information. Fleet managers can leverage these accounting profiles to specifically tailor the data capture needs of an individual account or group of accounts.

For example, an organization's subsidiary, which represents one level of a hierarchy, requires that cards be tracked by G/L Code and Office. The fleet manager can create an accounting profile that requires these two fields be populated, and can create drop down lists applicable to the subsidiary.

### **Transaction Management**

The Transaction Management module facilitates fleet management’s reporting upon posted Transactions, and reviews of accounting fields assigned to them at the time a transaction posts. Once the report is run, the accounting fields are editable. Each transaction may be flagged as “reviewed” to indicate that the fleet manager has checked the accounting fields and amounts, and found them to be acceptable. A transaction may be set for “follow-up,” which will place it upon the Follow-Up transactions report, so it can be reviewed later.

For example, a fleet manager has created Driver accounting fields called “Job ID” and “Region.” Whenever a Driver account is created, the fleet manager will be asked to assign a “Job ID” and “Region” to the Driver. Whenever a Driver generates a transaction, the Job ID and Region automatically affiliate to the transaction.

## Financial Module Benefits:

- Create accounting codes specific to the organization
- Append data that is specific to the company's cost accounting needs
- Update and annotate accounting code fields post transaction
- Streamline administrative duties through the use of accounting profiles

## Fuel Resource Tools

WEXOnline provides one-click access to WEX accepting locations. The WEX Card is accepted at 95% of US retail fuel locations. It's easy to access fuel pricing information, as well as specialized directories for diesel and alternative fuels, such as EV charging stations.

**The Fuel Price Mapping Tool** allows the fleet manager to search for and map WEX accepting locations. We also provide you with the most recent transaction pricing information for each location. Since the WEX network is one of the most comprehensive, and conducts millions of transactions each week, we can provide real-time information so the fleet manager can make cost-saving fueling decisions.

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

**Diesel and Alternative Fuel Directories** allow fleet managers to locate fuel types which can sometimes be difficult to locate. These directories can be referenced to determine the most efficient fueling location, regardless of fuel choice. This directory is available through a download from WEXOnline, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

## WEX ClearView

WEX ClearView is our fleet insights tool that automatically organizes, interprets, and intuitively displays fleet-related information. Fleet managers and administrators see critical data in simple and informative visualizations, which helps to monitor operations, understand trends, benchmark performance, investigate anomalies, and quickly recognize cost-saving opportunities.



With an eye toward designing solutions for fleets with a wide range of needs, WEX Analytics products present complex fleet data in straight-forward and compelling graphics turning information into insights.

Fleet management can thoroughly and accurately analyze key pieces of functionality, vehicles, and employees within the five modules:

- **The Volume & Spend Summary Dashboard** tracks activity and expense on a fleet's WEX card program. Fuel and non-fuel spend can be viewed in aggregate for the entire organization or easily sliced and diced based on filter and grouping options.
- **The Outlier Scatterplot** makes it easy to see anomalies in the fleet card program. WEX's customers have experienced great success identifying driver theft, making this view one of the most highly-used visualizations within WEX Analytics.
- **The Exceptions Module** makes it easy to identify and analyze transactions, purchasing, and driver behavior that fall outside the norm. This module includes a Summary Dashboard and nine exceptions that relate to monetary savings on fuel purchasing and suspicious purchasing behaviors. The exceptions highlight the biggest opportunities for savings and the most egregious behaviors, allowing fleet managers to focus on the most impactful areas. For large fleets, this is especially helpful.
- **Filter and group by capabilities:** WEX Analytics offers a robust set of smart search filters and grouping options that allow users to easily distill information and quickly get the answers they need. These filters offer multi-selection capability within a single filter's drop-down list. For example, in the product-grade filter, select both mid-grade and premium to get a complete view of your non-regular fuel spend.
- **Product-code cleansing algorithm:** WEX's data scientists solved a long-standing, industry-wide issue by designing and developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants. The algorithm can make the following determinations with a .3% error rate:

- **Categorize transactions by Product Group: fuel and non-fuel.**
- **Categorize fuel transactions by Product Type: gasoline and diesel.**
- **Categorize gasoline transactions by Product Grade: regular, mid-grade, premium.**

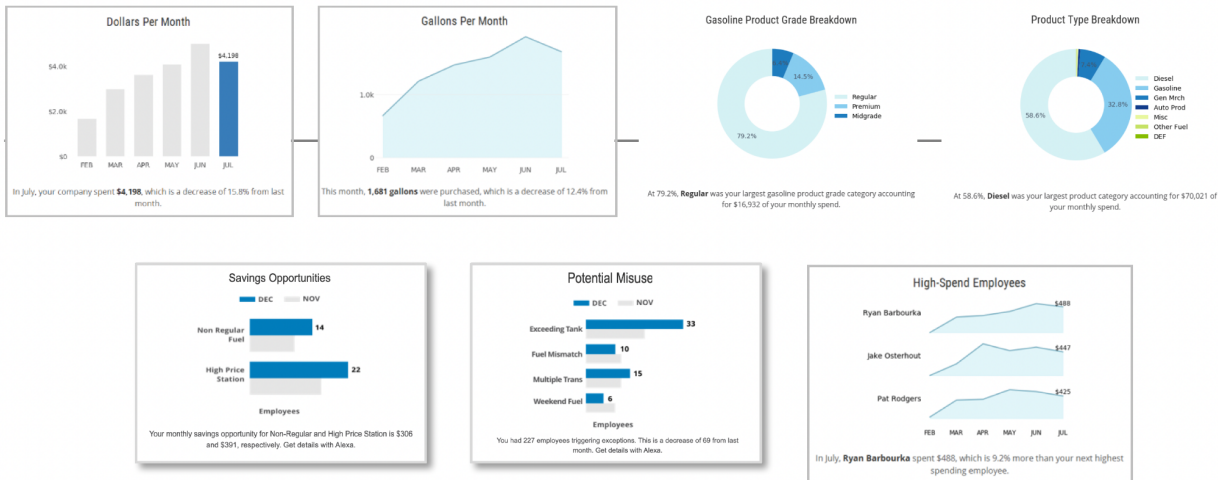
Corrected values are used in analysis, calculations, and exceptions reporting, so product-related data is trustworthy, and fleets can make informed, confident decisions.

- **Local-area PPG benchmarking:** WEX's proprietary Radius Index surveys gasoline and diesel prices in the immediate vicinity of where the driver purchased fuel, and compares the local area's average price per gallon with what the driver paid. This allows fleets to analyze purchasing habits and identify savings opportunities. The Radius Index is calculated on each card swipe, essentially creating a fuel price index for each of the approximately 138,000 stations in WEX's fuel merchant network. The Radius Index analyzes data from all WEX fuel card transactions making it a true benchmarking tool. No other fuel price index is as granular or as comprehensive.
- **VIN Decoding:** We partner with VINQuery to decode Vehicle Identification Numbers provided by WEX Analytics customer organizations, and display up to 35 vehicle attributes from the VIN decoder. Key VIN decoded information is used in WEX Analytics analysis, calculations, and exceptions reporting. This information is aggregated in the Reports Module and can be downloaded into Excel for use in other systems.

ClearView Snap provides quick snapshots of fueling activity in easy-to-interpret charts and graphs, delivered directly to management's inbox on a monthly and/or weekly basis. No login is required. These simple, clean visuals display prior period actuals, period comparisons, and trends over time. Users can easily share key fueling metrics with senior leadership and stakeholders in the field, fostering awareness and oversight of your fuel card program.

Our Snap product also includes Alexa voice interaction, offering a new delivery channel, daily updates, and limited amounts of transaction-level information. Alexa will verbally relay information about dollars spent, gallons purchased, and highest-spending employees, while tracking six savings opportunities and potential misuse exceptions, such as non-regular fuel purchases, exceeding tank capacity, and weekend fueling.





## Alternative Fuels

### EV Solution<sup>1</sup>

Innovation has brought electric vehicles (EVs) from concept to reality. WEX is a pioneer in the fleet card business and we are bringing that same innovative spirit to EVs, helping you navigate the complexities that come with change, and building EV solutions for today and tomorrow, on the go and at home.

**En Route Charging** simplifies EV integration into your organization, WEX makes it easy to pay for and track fueling events whether they are gallons or kilowatt hours -- with one account and one bill. An RFID (radio frequency identification), connected to your WEX account, makes charging touch-free, easy, and secure.

Simply connect your RFID to your WEX account, set your WEX Fleet Card as the form of payment, and use the RFID at the charging station. It's that simple. You can even see all of your transactions at WEXOnline.

You can also use the WEX Connect app to find convenient, available charging stations in real time and the DriverDash app to initiate charges.

WEX is accepted at more than 80% of the public charging stations in North America, including ChargePoint, EVgo, EV Connect, and Flo.

<sup>1</sup> Additional fees apply for EV solutions

**At-home reimbursement allows your drivers of light-duty vehicles to access the cheapest EV charging — and the cheapest paid transportation energy of any kind<sup>2</sup> — from residential electricity rates. With WEX, at-home charging provides convenience to your drivers and a cost-saving and seamless reimbursement process for your business. Your drivers can charge their vehicle overnight and start the day with a full charge, reducing the need for public charging during business hours.**

**The WEX at-home reimbursement solution simplifies your electrification journey**

**Reimbursement calculations managed by WEX**

**Funds deposited directly into drivers' personal reimbursement accounts**

**Approve or decline charging sessions via WEXOnline**

**Fueling and charging sessions reported and billed on one invoice**

### **Aviation and Jet Fuel - AVCARD**

**WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD - a complete purchasing solution for fuel and related aviation services - is a credit card and contract fuel program used by corporate and private flight departments at both domestic and international airport locations. In addition to your WEX Fleet Card account, we can set up an AVCARD account, which integrates with your WEX account.**

**You'll only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at **7,500 locations** in more than **190 countries**. With an AVCARD account, you automatically participate in their Contract Fuel Program, which allows you to receive savings on jet fuel virtually everywhere in the world. Additionally, AVCARD's online interface allows you, as needed or desired, to:**

- **View and download contact information and a detailed listings of**
- **specific services provided (catering, rental cars, hangar, etc.)**
- **Prearrange your fuel and services**
- **Log in to obtain contract fuel pricing**
- **Request a firm Price Quote by email**
- **Report a lost or stolen card online or use the toll-free number during business hours**

**WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge.**

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<sup>2</sup> Price per gallon equivalent. Charging costs based on national average residential electricity rates and may vary.

## Marinas

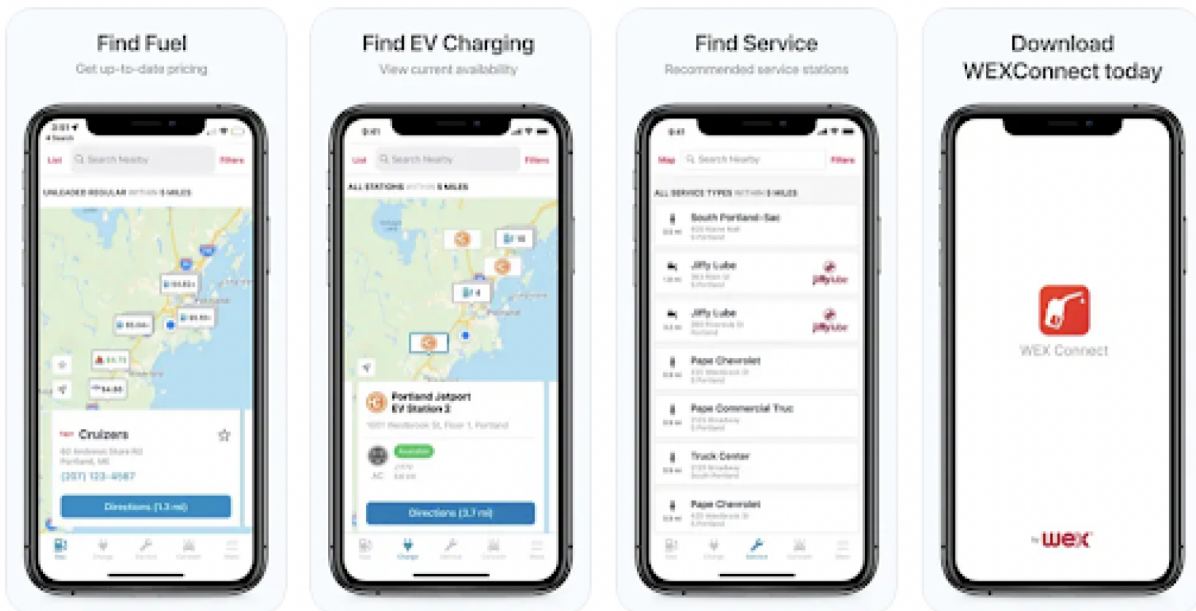
Fleets can purchase gasoline and diesel fuel at marine fueling locations through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept a MasterCard worldwide. The WEX Fleet Card and WEXPay would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

## WEX Mobile

### WEX Connect

WEX Connect is a free mobile app that helps you and your employees quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, and service locations. Real-time information provides updated fuel pricing as transactions occur and current availability of EV charging stations.

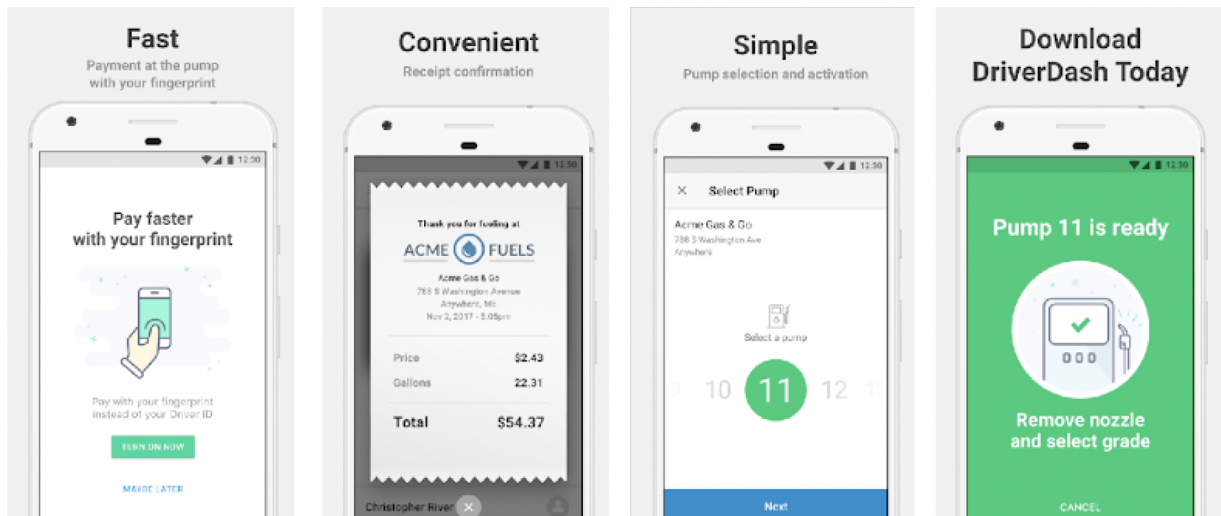
These features, along with the ability to find service stations and fueling locations offering diesel, E85, regular and CNG, help to ensure that your drivers find the fuel they need at a price that benefits your bottom line.



## WEX Mobile - DriverDash

A digital wallet version of the fuel card, DriverDash modernizes the way payments are made at the pump. This app enhances security, simplifies transactions, and reduces the need for physical cards that may be misplaced. The solution enables fleet drivers to authorize a fuel transaction via a mobile device and biometrics from within their vehicle. DriverDash can help solve issues like skimming and inaccurate odometer readings with secure, in-vehicle transactions. DriverDash captures receipts electronically, and allows your employees to spend less time at the pump and more time on the road.

The DriverDash program is currently available at more than 25,000 fueling stations across the continental U.S., and WEX is actively expanding the network among its accepting merchants.



# Attachment A, Form A.1

## a. Mandatory Project Requirements

Please answer the following mandatory questions with a check mark after the appropriate response. Any “No” answer will eliminate the bidder from further evaluations.

Yes  \_\_\_ No \_\_\_ \_\_\_ Bidder must be an authorized issuer of cards for the purposes detailed in Section V of this RFP.

Yes  \_\_\_ No \_\_\_ \_\_\_ Bidder must have a minimum of five (5) years experience providing Fleet Fuel Card services to a program of similar size.

## b. Project Requirements

Please answer the following question with a check mark after the appropriate response.

Yes \_\_\_ No  \_\_\_ Has your company completed the Viewpoint Diversity Score Business index survey conducted by the Alliance Defending Freedom?

Please answer the following two questions and if a yes answer is given, please disclose those commitments.

Yes \_\_\_ No  \_\_\_ Has your company made any public statement or enacted any policies which commits all assets under management to be used for a social or political purpose? Is yes, please disclose those commitments.

Yes \_\_\_ No  \_\_\_ Is your company a member of any organizations or associations which require members to use all assets under management for a social or political purpose? Examples include, but are not limited to, GFANZ, the Net Zero Banking Alliance or Climate Action 100. If yes, please disclose those commitments.

# Attachment A, Form A.2 - Baseline Functional Requirements

Each bidder must use this format to respond in a detailed manner and explain how the bidder will comply with the follow statements, based on the current services.

GENERAL REQUIREMENTS	
2.1	<p>Currently there are two categories for vehicle related items, Fuel and Vehicle accessories. Describe what is included in each category.</p> <p>Response:</p> <p>WEX offers authorization profiles, or Purchase Controls that fleet managers can assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used.</p> <p>Currently in the control profiles the fleet manager can choose:</p> <ul style="list-style-type: none"> <li>● fuel (always on)</li> <li>● fuel &amp; fluids (oil, washer fluid, and DEF)</li> <li>● fuel &amp; service (any type of service at a WEX-accepting service merchant)</li> <li>● fuel &amp; fluids &amp; service</li> <li>● unrestricted (driver may purchase anything, including snacks or general merchandise, the station sells).</li> </ul> <p>The fleet manager can change these controls in the WEXOnline system in real time, and also limit the time of day, day of week, and hours per day that these items can be purchased.</p> <p>WEX offers the flexibility for the fleet manager to name the authorization profiles via numeric or alphabetic naming scheme. For example, one group of profiles could be named “sedan,” and the profile could be applied to that group of vehicles. Or, the profile could be called “delivery driver,” and be set up for that type of employee. The fleet manager can assign as few or as many profiles as necessary.</p> <p>Fleet managers can add new profiles or view existing ones, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.</p> <p>Authorization control profiles allow the fleet manager to edit a profile and have that change impact all cards associated. There is no limit to the number of cards that can be assigned to a certain profile and this functionality eliminates the need to manually edit each driver or vehicle record when a policy changes.</p>
2.2	<p>The State and University of Nebraska are exempt from Federal fuel taxes and Nebraska state taxes on non-fuel items. The State and University will provide tax exempt certificates upon</p>

	final contract. Detail how your Fleet Fuel Card software can track these taxes and provide an invoice that does not include taxes.
	<p>Response:</p> <p>The State and University are to complete the Tax Enrollment Form and WEX will invoice you net of Federal Excise Fuel Tax. In terms of State Tax on non-fuel purchases those transactions can be exempt at the time of the transaction at the merchant location.</p> <p>For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants' discretion. Drivers must supply the merchant with proper documentation of the organization's tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing. WEX does not have a mechanism to track sales tax on non-fuel purchases, as they are exempted at the time of the sale.</p>
2.3	The State and University have several refueling sites in Nebraska; please detail how the State and University can "privatize" your fuel card code to enable the State and University to process fuel transactions directly into our fleet management system (FMS) from these sites.
	<p>Response:</p> <p>WEX's Private Site Program allows you to activate pumps at your onsite bulk fuel tanks using the WEX Fleet Card, 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.</p> <ul style="list-style-type: none"> <li>● Fleet must have or install certified card readers, we can supply you with a list of certified equipment vendors (Gasboy being one of them)</li> <li>● Drivers, who fuel at the site, are prompted for Driver ID and Odometer reading</li> <li>● Card reader provides fuel type, gallons, PPG, and total sale</li> <li>● WEX integrates the information into your fleet's reports</li> <li>● Depending on your set-up, certain fees may apply</li> </ul> <p>WEX also has the ability to send daily active driver and vehicle information to the State, which you upload into your private site software for transaction authorization on a "local level", not utilizing the WEX real time authorizer.</p> <p>We are happy to have a more detailed discussion of our private site program.</p> <p><b>Please reference attached WEX Private Site Overview for additional details.</b></p>
2.4	Detail how the bidder's program environment will ensure privacy and security for all data received and stored.
	Response:



	<p>WEX’s Information Security Organization is responsible for safeguarding the confidentiality, integrity and availability of physical and electronic information assets. The overall objectives for information security at WEX include:</p> <ul style="list-style-type: none"> <li>● Ensuring the confidentiality, integrity and availability of WEX's information assets.</li> <li>● Managing controls to safeguard WEX's information assets against unauthorized use, access or disclosure.</li> <li>● Managing a control environment consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, HITRUST and NIST.</li> <li>● Managing the risks related to the use of external service providers and related third parties</li> <li>● Maintaining business resiliency in the event of a disaster scenario or security incident.</li> </ul> <p><b>Please reference attached WEX Information Security Program Overview</b></p>
<b>SPECIFICATIONS</b>	
2.5	Detail if any special hardware and/or card specific software or proprietary software is required to privatize the fuel card.
	<p>Response:</p> <p>The State or University must have or install certified card readers, we can supply you with a list of certified equipment vendors that partner with WEX for acceptance (Gasboy being one of them).</p> <p>We are happy to discuss our private site program in more detail with you upon award.</p> <p><b>Please see attachment WEX Private Site Overview</b></p>
2.6	Detail the process for the State or the University to order new cards via a secure internet site by authorized users.
	<p>Response:</p> <p>If the State or University requires a large amount of new cards be added to an account, WEX’s Premium Fleet Services Account Manager will work with the State or University to easily assign and add cards to accounts.</p> <p>For smaller orders, authorized users can either use the WEXOnline system to self-serve these requests, or request assistance from WEX’s Customer Service Department.</p>
2.7	Detail how the process would differ if the card ordered via a secure site is a replacement due to the card being damaged, lost or stolen.
	<p>Response:</p> <p>The card ordering process due to theft, damage, or loss is the same as described in response 2.6, above.</p>



2.8	Detail any Application Programming Interface (API) or process integrations to permit ordering cards in 3 <sup>rd</sup> party Fleet Fuel Management Systems.
	<p>Response:</p> <p>WEX offers the following SOAP API Web Services</p> <p>Driver Management: Service allows clients to add drivers, update driver information, change drivers and search for driver records. (These are associated to the Driver Prompt ID)</p> <p>Card Management: Service allows clients to add new card records, update card information, search for card records, and terminate and reissue cards. (Allows all usage types)</p> <p>Asset Management: Service allows clients to add an asset (such as a chipper or crane) or a vehicle, update asset information, search for asset records, and terminate and reissue assets. (This is associated to the Vehicle/Asset Prompt ID)</p> <p>Authorization Profile Management: Service allows clients to add, search, and update Authorization Control Profiles, for example, time of day, day of week that the card can be used.</p> <p>Authorization Search: Service allows customers to search for authorization information</p> <p>WEX is building a REST API to provide our customers with additional integration flexibility with regard to data exchange and format.</p>
2.9	Detail the process(es) to order new cards or replacement cards, cancel cards, or lock/unlock cards outside of normal business hours of Monday through Friday 8 AM – 5 PM Central Time.
	<p>Response:</p> <p>Fleet administrators may order new or replacement cards, cancel cards, or lock/unlock cards 24 hours a day, seven days a week using the WEXOnline system, or by calling WEX’s Customer Service Department.</p>
2.10	Detail the timeline from requesting a new card to delivery of the card.
	<p>Response:</p> <p>WEX may send cards via standard mail, or overnight via another common carrier such as, but not limited to, FedEx or UPS. Next-day air delivery is possible for cards requested before 3:30 PM Eastern Time (EST). Cards ordered via regular mail typically arrive at the center in three (3) to five (5) days.</p> <p>The process flow for issuing WEX fuel cards is follows:</p> <ul style="list-style-type: none"> <li>● Orders will be submitted via the State to WEX (method to be determined during implementation or onboarding)</li> <li>● WEX sends 4 files daily to our card production partner:</li> </ul>

	<ul style="list-style-type: none"> <li>○ 9am shipped same day for next day delivery (customer pays for expedited service)</li> <li>○ 12:30pm shipped same day for next day delivery (customer pays for expedited service)</li> <li>○ 3:30pm shipped next day for following day delivery (customer pays for expedited service)</li> <li>○ 5pm Day 0 shipped by end of day Day 2 via USPS</li> </ul>
2.11	Currently replacement cards are issued within five (5) business days. Detail the timeline to request a replacement card to delivery of the card.
	<p>Response:</p> <p>The process and timeline for replacement cards mirrors that for ordering new cards, as described in response to question 2.10 directly above.</p>
2.12	Detail how new or replacement cards will be no cost, including free shipping. Detail how any tracking information is provided when cards are shipped.
	<p>Response:</p> <p>WEX will waive card fees, card replacement fees, and include free standard USPS shipping.</p> <p>Expedited shipping incurs a fee. Standard expedited shipping rates are \$15.00 for second day, and \$21.50 for overnight. WEX has the ability to incorporate the State’s own shipping ID (if applicable), so the State receives the best possible rate on expedited cards.</p> <p>WEX can provide tracking information for certain orders using standard and expedited shipping, as outlined below:</p> <ul style="list-style-type: none"> <li>● 2nd day (UPS and FedEx)</li> <li>● Standard Overnight (UPS and FedEx)</li> <li>● Packages of 5-39 cards (USPS Parcel Post)</li> <li>● Packages of 40+ (FedEx Priority Overnight)</li> </ul>
2.13	Detail who will bear the cost for express shipping for a new card and for a replacement card if needed.
	<p>Response:</p> <p>The State bears the cost for express new and replacement card shipping - the standard rate for two day shipping is \$15.00, and \$21.50 for overnight.</p> <p>WEX has the ability to incorporate the State’s own shipping ID (if applicable), so the State receives the best possible rate on expedited cards.</p> <p>Our suggestion is to order sufficient additional (i.e., extra) cards at the outset so as to avoid express shipping costs later.</p>
2.14	Detail how the bidder will be notified if express shipping is required.

	<p>Response:</p> <p>Express shipping is at the State’s discretion. Fleet managers may select the appropriate shipping method, based on need, when ordering new or replacement cards.</p> <p>Cards may be ordered via WEXOnline, by contacting our Customer Service Department, or messaging the fleet’s Premium Fleet Services Account Manager for assistance.</p>
2.15	Detail the length of time a card is valid for.
	<p>Response:</p> <p>The standard term for card expiration is five years (60 months) for chip cards, as chip cards are produced with thicker, sturdier plastic. WEX begins the card renewal process 45 days prior to expiration to ensure that drivers are never without an active card.</p>
2.16	Describe how card numbers will be unique when receiving new cards. The State cannot allow recycling of card numbers.
	<p>Response:</p> <p>Because WEX is Payment Card Industry Data Security Standard (PCI - DSS) compliant, and undergoes an annual certification process, all WEX cards must contain unique (i.e., non-recycled) card numbers.</p>
2.17	Detail what information is maintained and controlled in the magnetic strip or chip.
	<p>Response:</p> <p>The WEX magstripe is a standard track 2 card.</p> <p>Both the magstripe and the chip card store primary account number (PAN), expiration date, purchase device sequence number, prompt code, and purchase restriction code. (Note that the primary account number is not the same as the account number).</p> <p>The chip has additional information that is related to the processing of a chip transaction such as security information.</p> <p>Neither the chip nor the magstripe contains information related to the driver's name or company name.</p>
2.18	Detail how the authorization can be restricted to include an odometer reading and Personal Identification Number (PIN).
	<p>Response:</p> <p>When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID) and the odometer reading of the vehicle in order to receive transaction authorization. The WEX card cannot be electronically activated without entering a valid Prompt ID, making the card more difficult to use if found or stolen. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A</p>

	valid Prompt ID is required by all users at the point of sale, providing security to the fleet customer.
2.19	Currently cards are assigned to a vehicle, equipment or a shop, detail how the bidder can comply. Detail if a card could be assigned to a driver or any additional assignment options available.
	<p>Response:</p> <p>A WEX card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center) in the fleet, enabling the card to capture and track all purchase activity. These choices are up to the fleet administrator and the fleet can have a combination of vehicle cards, driver cards, and equipment cards. This will be discussed during the discovery phase of implementation.</p> <p>When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID depending on how the card is assigned) and the odometer reading of the vehicle in order to receive transaction authorization.</p> <p>Each Prompt ID can be assigned to one, many, or all cards on the WEX account. WEX can generate Prompt IDs at random, or the fleet customer may assign them. This 4- or 6-digit number can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card the fleet prefers). For example, if the fleet assigns the card to the driver, the driver would typically enter a Prompt ID associated with the vehicle. Conversely, fleets which prefer assigning the card to a vehicle typically associate the Prompt ID with the driver.</p> <p>The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the fleet's purchase controls. The verification and authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.</p> <p>WEX also offers flexible prompting at merchants who have adopted and coded to our most recent point of sale specification. This flexible or third prompting allows fleets the option to ask for an additional field of data that is prompted at the pump. For example, this could be for a job number, cost center, department code or any other piece of data a fleet may want to capture. This is an optional opt-in or opt-out feature.</p>
2.20	Detail how the bidder can add a station that is currently not part of the bidder's network.
	<p>Response:</p> <p>WEX is always increasing its acceptance coverage for fuel, service, and marina locations. Because we currently have acceptance at 95% of all retail fuel sites in the United States, our merchant acquisition strategy is driven by the needs of our fleet customers. If the State or University needs specific merchants added to the WEX accepting network, please provide the following information to WEX:</p> <ul style="list-style-type: none"> <li>● Merchant name</li> <li>● Merchant address</li> </ul>

	<ul style="list-style-type: none"> <li>● Merchant contact person</li> <li>● Phone and fax numbers</li> <li>● Expected utilization/volume from your fleet</li> <li>● Name and phone number of fleet employee requesting WEX card acceptance</li> </ul> <p>WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.</p>
2.21	<p>Detail software limits on number of transactions per day for fuel and non-fuel purchases per <b>driver</b>.</p>
	<p>Response:</p> <p>WEX’s Purchase Controls are tied to cards (see description below). If the card is assigned to the driver then the fleet administrator will have the ability to limit the number of transactions per day for fuel &amp; non-fuel purchases.</p> <p>WEXOnline offers the flexibility for the fleet manager to name the purchase controls via numeric or alphabetic naming scheme. For example, the profile could be called “delivery driver,” and be set up for that type of employee. The fleet manager can assign as few or as many control profiles as necessary.</p>
2.22	<p>Detail software limits on number of transactions per day for fuel and non-fuel purchases per <b>card</b>.</p>
	<p>Response:</p> <p>WEX’s Purchase Controls offer fleet managers the flexibility to limit transactions within WEX’s network of fuel and service vendors. The fleet administrator can choose the period (daily, weekly, twice monthly, or monthly) within Purchase Controls and can limit the number of transactions during that period.</p> <p>WEX understands that it is critical for fleets to minimize waste and fraud and stay within budget. Our detailed Level III data capture underlays our platform’s variety of purchase control tools that help enforce purchasing policies.</p> <p>WEX developed its own closed-loop acceptance network among merchants and can control transactions at the merchant-type level. The WEX card is accepted at more than 138,000 fuel and service locations across the US.</p> <p>Most generic credit cards can control the type of merchant. However, WEX goes a level deeper and is able to control the product type being purchased.</p> <p>Product Classes are groupings of like products separated by type such as services, fuels, oil and fluids, etc. Purchase Controls enable or disable access to specific product categories within WEX’s closed-loop network of fuel and service merchants.</p> <p>Fleet managers can then set spending limits at the transaction level, such as: dollar limits and timeframe of purchase.</p>

	<p>Purchase Controls offer fleet managers the flexibility to limit transactions within WEX’s network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, but disallow general merchandise. A typical credit card would be open to all gas stations and any merchandise that is available in this retail channel, potentially allowing a driver to purchase electronics or snack food. This opens the fleet up to unauthorized expenses and program abuse.</p> <p>Cards are linked to purchase controls in WEXOnline, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes. Establishing limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving the fleet money. Fleet managers can even use controls to establish daily, weekly, twice monthly, or monthly (defined as calendar month, or billing cycle) limits for fuel and non-fuel expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale.</p> <p>Purchase Controls at the card level:</p> <ul style="list-style-type: none"> <li>● Per transaction dollar limit</li> <li>● Per period dollar limit (daily, weekly, twice monthly, monthly)</li> <li>● Per period # of transactions (daily, weekly, twice monthly, monthly)</li> <li>● Total fuel per period (daily, weekly, twice monthly, monthly)</li> <li>● Total non-fuel per period (daily, weekly, twice monthly, monthly)</li> <li>● Total gallons per period (daily, weekly, twice monthly, monthly)</li> <li>● Time of day (subject to server location’s time zone)</li> <li>● Day of week (subject to server location’s time zone)</li> </ul>
2.23	Detail times or days that the card <b>cannot be used</b> .
	<p>Response:</p> <p>Fleet managers may customize time of day (subject to server location’s time zone) and day of week (subject to server location’s time zone) card restrictions via WEXOnline.</p>
2.24	Detail if restrictions can be made to prevent a transaction after a specific time of the day, such as after 6:00 PM.
	<p>Response:</p> <p>Yes, fleet managers may customize time of day card controls (subject to server location’s time zone) as they see fit.</p>
2.25	Detail how dollar limits can be set per transaction.
	<p>Response:</p> <p>Fleet managers may customize whatever per transaction dollar limits they wish via WEXOnline.</p>
2.26	Detail how administration can adjust dollar limits per card.

	<p>Response:</p> <p>Fleet managers may conveniently (re)define dollar limits per card per transaction, or any of the Purchase Controls described above, in near-real-time via WEXOnline.</p>
<b>INVOICING</b>	
2.27	Detail how transaction fees are charged.
	<p>Response:</p> <p>There are no transaction fees associated with the WEX Fuel Card, with the exception of a diesel pump truck stop fee at select locations.</p>
2.28	Detail if and how monthly fees are charged for cards issued.
	<p>Response:</p> <p>There are no monthly card fees associated with the WEX Fleet Card.</p>
2.29	Detail if and how the annual fee for cards is billed.
	<p>Response:</p> <p>There are no annual fees associated with the WEX Fleet Card.</p>
2.30	Detail if and how an annual fee for cards is charged even when the card is not used.
	<p>Response:</p> <p>There are no annual fees associated with the WEX Fleet Card.</p>
2.31	Detail the timeline from the time of transaction to when the transaction is invoiced.
	<p>Response:</p> <p>Transactions generally post to accounts within 24-48 hours after they occur. Invoices will include all posted transactions in account's complete billing cycle, which will be 28-31 days depending on the month.</p> <p>Invoices are generated from the first business day of the cycle and end on the last day (excluding weekends or holidays).</p> <p>Invoices are available in WEXOnline the day after the invoice closes.</p>
2.32	Detail the process of billing the State or the University net of Federal Fuel tax or State taxes which the State or University is exempt.
	<p>Response:</p> <p>It is WEX's understanding, from the Nebraska Department of Revenue, the State and University are only exempt from Federal Excise fuel taxes. The State and University are to complete the Tax Enrollment Form and WEX will invoice you net of Federal Excise Fuel Tax.</p>

Taxes that are exempted and not exempted will be detailed for each transaction in your transaction detail report. In terms of State Tax on non-fuel purchases those transactions can be exempt at the time of the transaction at the merchant location.

*From Nebraska Department of Revenue: Motor fuels (fuel), including gasoline, gasohol, and undyed diesel purchased in Nebraska, are taxed at the time of purchase. When this taxed fuel is either purchased by an exempt entity, or used in an exempt manner, a refund is available. Exempt entities include the U.S. government, its agencies, and federal corporations wholly owned by the U.S. government. Fuel used in licensed motor vehicles by state and local governmental entities, including school districts, does not qualify for a refund.*

**WEX's tax exemption, reporting, and recovery information is as follows:**

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

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

### **Tax Exemption for Non-Fuel Purchases**

For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants' discretion. Drivers must supply the merchant with proper documentation of the organization's tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

### **Qualification**

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

### **Required Data**

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

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

Not all transactions may have exemptions applied to them. WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party



	<p>providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if you provide us with a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions.</p>
2.33	<p>Detail the process if the State or the University receives an invoice that includes Federal fuel tax in error. Include if short paying an invoice is an option and what documentation would be required.</p>
	<p>Response:</p> <p>The State or University should contact WEX as soon as they are aware of a transaction that includes Federal Fuel Tax in error.</p> <p>Not all transactions may have exemptions applied to them. WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if you provide us with a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions.</p>
<b>SOFTWARE &amp; REPORTING</b>	
2.34	<p>Describe how often software updates are implemented and how it is communicated to the customer.</p>
	<p>Response:</p> <p>Software updates occur as-needed, and are communicated to the State and University directly from your Premium Fleet Services Account Manager, who also provides any applicable training materials or updates to the fleet.</p>
2.35	<p>Detail how program administrators as well as the bidder can unlock cards.</p>
	<p>Response:</p> <p>State administrators may add, edit, suspend (i.e., lock), reactive (i.e., unlock), or terminate cards anytime via the Fleet Manager module of WEXOnline.</p> <p>WEX's Customer Service Department is available 24 hours a day, seven days a week to assist State administrators. The State may also contact your Premium Fleet Services Account Manager for assistance.</p>
2.36	<p>Detail how the billing cycle close date is chosen.</p>
	<p>Response:</p>

	Billing cycle close dates are discussed and chosen during the discovery phase of the State's implementation.
2.37	Detail all card activation options available.
	<p>Response:</p> <p>WEX cards are active upon receipt by the fleet, and can be used immediately with a valid Prompt ID.</p> <p>State administrators may add, edit, suspend (i.e., lock), reactive (i.e., unlock), or terminate cards anytime via the Fleet Manager module of WEXOnline.</p> <p>WEX's Customer Service Department is available 24 hours a day, seven days a week to assist State administrators. The State may also contact your Premium Fleet Services Account Manager for assistance.</p>
2.38	Detail the timeline when a transaction is attempted and declined on a canceled card.
	<p>Response:</p> <p>Once a card has been canceled, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted.</p>
2.39	Detail formats available to upload information into the Fleet Management Systems, including card changes and fuel transactions.
	<p>Response:</p> <p>Information may be uploaded via WEXLink (flat file), or directly downloaded from WEXOnline (CSV or Excel file).</p>
2.40	Detail report options available to monitor fuel usage. Provide examples and a description of the data included.
	<p>Response:</p> <p>WEXOnline's standard reporting suite reduces the administrative time involved with fleet management. We require all WEX-accepting merchants to capture detailed Level III transaction data, which supports our nine levels of reporting hierarchy and provides the foundation for our superior reporting tools.</p> <p>In addition to custom and standard billing cycle reports, profile reports, transactions reports, and benchmark reports, WEXOnline's reporting suite features report categories catering to fuel monitoring:</p> <p><u>Management Reports</u> provide fleet managers and administrators with a view into the entire portfolio, illuminating trends and areas for possible savings. For example:</p>

- The Major Fleet Activity Report provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG. The report helps fleets identify which merchants they are using and whether they could save by switching to brands with a lower PPG.
- Account Review reports feature a rolling 13-month review of data consisting of the following reports: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). This report allows fleets to identify areas of opportunity (such as excessive premium fuel use).

Exception Reports also provide insight into fuel usage, and represent an excellent way to save time while ensuring your policies are being followed in the field. Exception Reports, when paired with your card controls, help you effectively manage your program by identifying potential fraud or abuse. For example:

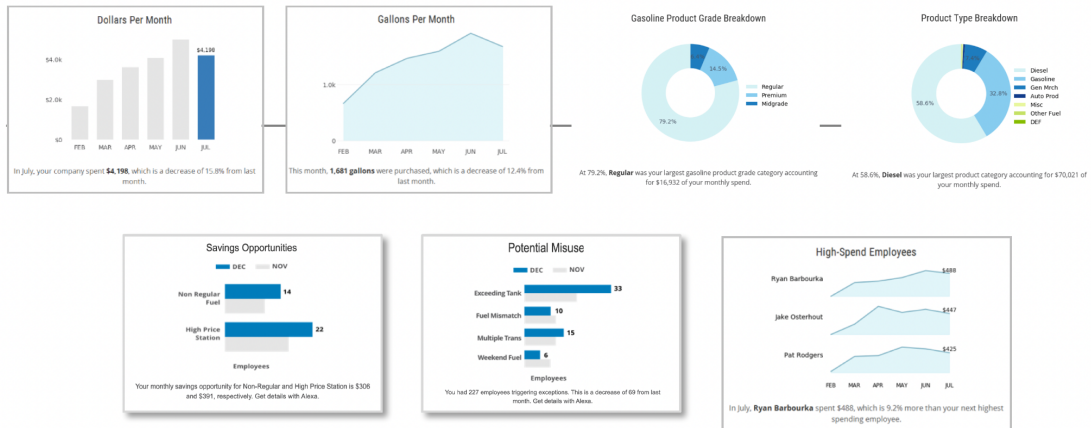
- Ad hoc Exception reports include transaction details pertaining to high octane fuel, off-hours fuel purchases, and number of gallons per transaction period.
- Flexible Exception reports provide a comprehensive set of exception parameters for posted transactions upon which the fleet can be alerted. Any transactions that meet set thresholds are captured for review. Additionally, the fleet may choose to receive a once-daily email notification an exception has occurred. This tool is effective in identifying possible fraud or abuse of cards.
- Real-Time Alerts are immediate notifications deployed to notify the fleet of purchasing violation. An email notifies the fleet of the occurrence, in near real-time, and is also available for review in an online report.

In addition to the reporting suite described above, WEX ClearView - our fleet analytics and insights tool - presents fuel-related and other complex data in straight-forward and compelling graphics, helping fleets turn information into insights. For example:

- The Volume & Spend Summary Dashboard tracks activity and expense on your WEX fleet card program. Fuel and non-fuel spend can be viewed in aggregate for the entire organization or easily sliced and diced based on filter and grouping options that are described more fully below.
- The Outlier Scatterplot makes it easy to see anomalies in your fleet card program. WEX's customers have experienced great success identifying driver theft, making this view one of the most highly-used visualizations within ClearView.
- The Exceptions Module makes it easy to identify and analyze transactions, purchasing, and driver behavior that fall outside the norm. This module includes a Summary Dashboard and nine exceptions that relate to monetary savings on fuel purchasing and suspicious purchasing behaviors. The exceptions highlight the biggest opportunities for savings and the most egregious behaviors, allowing fleet managers to focus on the most impactful areas. For large fleets, this is especially helpful.
- Local-area PPG benchmarking: WEX's proprietary ClearView Radius Index surveys gasoline and diesel prices in the immediate vicinity of where the driver purchased fuel, and compares the local area's average price per gallon with what the driver

paid. This allows you to analyze purchasing habits and identify savings opportunities. The ClearView Radius Index is calculated on each card swipe, essentially creating a fuel price index for each of the approximately 138,000 stations in WEX's fuel merchant network. The ClearView Radius Index analyzes data from all WEX fuel card transactions making it a true benchmarking tool. No other fuel price index is as granular or as comprehensive.

ClearView's product suite also includes ClearView Snap which gives the fleet a quick snapshot of fueling activity in easy-to-digest charts and graphs, and is delivered straight to the fleet manager's inbox on a monthly and/or weekly basis.



ClearView Snap includes Alexa voice interaction, offering a new delivery channel for daily updates, and limited transaction-level information.

For additional detail, please reference attached:

- **WEXOnline Reporting Suite**
- **WEX ClearView**

2.41 Describe how reports can be requested and customized, include the average wait time before reports are available.

Response:

The State and University can customize reports in a variety of ways.

First, during the discovery phase of implementation WEX would gather custom reporting requirements from the State and University.

Alternately, if after contract execution and implementation, custom reporting needs arise, the State or University may contact your Premium Fleet Services Account Manager to discuss and facilitate execution of the desired report(s)

	<p>Finally, WEXOnline provides fleet managers with an intuitive wizard-based process that allows for the creation of real-time or scheduled custom reporting. With custom reports fleet managers can incorporate standard data, as well as the fleet manager’s defined organizational accounting code information. When the fleet manager selects the hierarchy levels for which to generate this report, the report will automatically include all the levels beneath those selected. The report will also display the relationship to all upper level accounts up to the fleet manager’s highest level of access. Custom reports give the fleet manager the ability to compare various levels of the hierarchy.</p> <p>WEXOnline supports nine levels of hierarchy, providing a high level of detail and flexibility.</p> <p>The wait time / timeline for custom reports varies depending on the nature of the request.</p> <p><b>Please reference attached WEXOnline Reporting Suite</b></p>
2.42	<p>Exhibit 9 lists level III data that is required to be captured and reported on all transactions. Can the bidder comply with this list? What additional data is captured?</p>
	<p>Response:</p> <p>Yes. WEX requires all accepting merchants in our proprietary, closed-loop network to capture and transmit Level III data.</p> <p>WEX gathers data requirements to support the State’s reporting needs during discovery sessions. All data housed within the WEX system can be reported within any/all transactional information provided to the State. Your program would use standard fields as well as customizable User Defined Fields (UDF's) to store data for transactional purposes.</p> <p>WEX's Standard Vehicle related fields available for data capture include: Company Vehicle Asset ID, VIN, Vehicle Description, Year, Make, Model, License Plate, License State, Tank Capacity</p> <p>WEX's Standard Driver related fields available for data capture include: Driver First, Middle, Last Name, Employee ID, Driver License Plate, Driver License Number, Driver Email Address WEX utilizes UDF's to capture specific State-related data such as Cost Centers, Region and District Numbers, Card Types, General Ledger Codes, etc.</p> <p><b>Please reference attached WEXLink Invoice with transaction detail report.</b></p> <p>When reviewing the attached, navigate to the "UDF" tab. The State may customize these fields, allowing you to capture requisite data.</p>
2.43	<p>Detail how transactions are processed from vendors that are not part of your network.</p>
	<p>Response:</p> <p>WEXPay is a tool that enables out-of-network purchases* at additional merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay provides the control of a fleet card with</p>

	<p>the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.</p> <p>Using WEXPay in conjunction with your WEX Fleet Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.</p> <p>As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.</p> <p>When the merchant calls for authorization, the IVR will prompt for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.</p>
2.44	<p>The State and awarded bidder must keep historical information for three (3) years <b>after the contract expires</b>. Detail how the bidder will comply.</p>
	<p>Response:</p> <p>Per WEX 's Retention Standard, our data archival policy includes seven years of data retention: two years actively available within the platform and older data available upon request. This includes backup retention.</p> <p>If the State terminates its contract with WEX, we would work with you to determine the necessary format and provide a copy of the data in a mutually acceptable timeframe.</p> <p>Data destruction will be performed in accordance with the Global Record Retention List using documented media sanitizing and disposal procedures. Data storage will be secure and in accordance with corporate records standards. Stored data that is classified as confidential will be protected by rendering it unreadable via the use of encryption, truncation, or hashing.</p> <p>Data can be purged immediately for an additional fee. If destruction is requested, WEX will delete the data off its production disk storage. The data will remain in backups until it ages out naturally through our backup retention processes.</p> <p>If an alternative deletion/retention schedule is required, a request must be made to WEX.</p>
2.45	<p>Detail the electronic file types that you will accept for the State and University's vehicle data. Example: Excel, CSV, text files, etc.</p>
	<p>Response:</p> <p>We accept State and University vehicle data via CSV or Excel file.</p>

2.46	Detail how the software can provide an electronic authorization of a transaction through a point of sales device linked to the primary card provider.
	<p>Response:</p> <p>When a WEX card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID) and the odometer reading of the vehicle in order to receive transaction authorization.</p> <p>The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database through our proprietary network for verification. Upon successful verification, the transaction is authorized per the fleet’s purchase controls. The verification and authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. This process takes place in a matter of seconds.</p> <p>WEX also offers flexible prompting at merchants who have adopted and coded to our most recent point of sale specification. This flexible or third prompting allows fleets the option to ask for an additional field of data that is prompted at the pump. For example, this could be for a job number, cost center, department code or any other piece of data a fleet may want to capture. This is an optional opt-in or opt-out feature.</p>
<b>CUSTOMER SERVICE</b>	
2.47	Detail the customer service operational hours and if bidder can comply with providing a toll-free number.
	<p>Response:</p> <p>The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Customer service can be reached by a toll-free number.</p> <p>Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.</p> <p>In addition to our Customer Service Department, WEX provides the State with the following support:</p> <p><u>Relationship Manager</u></p> <p>The role of your Relationship Manager is to ensure fleets maximize the value of our program. This includes an in-depth understanding of your business and your goals so that they can provide fleets with the correct solutions and best practices for optimal savings. The Relationship Manager engages with the fleet during program implementation, and ongoing, through regular review of key performance indicators, sharing best practices, introducing</p>

new products, and tracking against the fleet's established policies, goals and objectives. The Relationship Manager also assists with problem resolution and escalation when necessary.

#### Premium Fleet Services (PFS) Account Manager

The fleet's PFS Account Manager is the primary day-to-day contact for fleet managers. He or she generally ensures that the program is working smoothly, and expeditiously resolves all problems so that the fleet experiences minimal disruption. The PFS Account Manager also helps create reporting that may not be easily accessible to fleet managers, ensuring that requisite data is available for effective oversight.

Based in South Portland, Maine, PFS Account Managers are available toll-free between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. For escalated or immediate issues, PFS Account Managers are available via mobile device as well. Phone calls are returned within two business hours, and emails within 24 business hours.

#### Strategic Implementation Manager

Strategic Implementation Managers work exclusively with WEX's large fleet customers, rolling out new programs and implementing significant changes to existing ones. The Strategic Implementation Manager works with fleets to create and coordinate project plans, and design, lead and execute communication to ensure milestones are met. He or she will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.

The Strategic Implementation Manager also prepares and distributes regular project updates, facilitates and documents issues and action items, and details the fleet's custom reporting requirements.

#### Fraud Specialists

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

#### Merchant Services

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

#### Strategic Receivables Services (SRS)



	<p>WEX takes a proactive and service oriented approach to reducing payment delinquency. Our SRS team works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who serves as your primary point of contact, and works closely with the account manager. Your SRS specialist also ensures that your billing structure and payment methods work well for your business, and helps you get the most value from your card program.</p> <p>SRS specialists monitor payments on a daily basis and make contact with customers that have either not sent payment, or remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.</p> <p><b>For additional detail, please reference:</b></p> <ul style="list-style-type: none"> <li>● <b>State of Nebraska Project Personnel</b></li> <li>● <b>WEX Customer Service Overview</b></li> </ul>
2.48	Detail how an authorized driver can get a card unlocked while traveling.
	<p>Response:</p> <p>Drivers can get a card unlocked while traveling by contacting fleet management, who can then:</p> <ul style="list-style-type: none"> <li>● Reactivate cards near-real-time via WEXOnline</li> <li>● Contact our Customer Service Department for assistance</li> </ul> <p>If the State and/or University is interested, WEX also offers our No Driver Stranded (NDS) Policy. We gather all requirements to support NDS during initial discovery sessions with the State/University. Your NDS Policy dictates standard operating procedures allowed by a driver when using the WEX card.</p> <p>Implementation of an NDS policy keeps drivers on the road, rather than stranded at the station unable to fuel, and lessens administrative burden by permitting drivers to call our Customer Service Department for transaction authorization (a right otherwise limited to fleet managers).</p> <p><b>Please reference attached Sample No Driver Stranded (NDS) Matrix</b></p>
2.49	Detail any road assistance program available with this contract.
	<p>Response:</p> <p>WEX partners with the NAC (National Automobile Club) for nationwide roadside assistance. NAC provides a nationwide network of over 75,000+ service providers to provide tow and transport services for all vehicle classes.</p> <p>WEX also offers acceptance for service and maintenance needs through the WEX Service Network. WEX Custom Control fuel cards can be used to purchase tires, transmissions,</p>

	<p>brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at approximately 45,000 service locations.</p> <p>Finally, WEX also offers WEXPay, a tool enabling out-of-network purchases at an additional 398,000 merchants in the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.</p>
	<b>OTHER INFORMATION</b>
2.50	Detail any training available on the operation of the software.
	<p>Response:</p> <p>WEX will provide initial training at agreed upon sites, ongoing as-needed training, and re-training as required via the following delivery methods: in-person training, webinars, phone conference or a combination of those.</p> <p>Upon the initial implementation, your Implementation Manager will train the fleet management team in how to perform various administrative functions associated with the platform (including, but not limited to, adding drivers, adding vehicles or assets, assigning card controls, creating and assigning custom roles, reporting). Online or in person system training typically takes 60 to 90 minutes, depending on questions. These can be done for multiple groups and even through various locations throughout the State.</p> <p>WEX will provide reference guides that are detailed and provide quick summaries as part of the implementation project plan. Other reference guides exist throughout WEX's various systems. For example, The WEXOnline module has PDF help guides that provide step-by-step instructions to navigate the different modules available.</p> <p>The following PDF help guides are available:</p> <ul style="list-style-type: none"> <li>● Homepage. View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units</li> <li>● Fleet Manager. Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses</li> <li>● Financials. Provides access to accounting fields and definitions, and allows you to assign financial profiles throughout your hierarchy</li> <li>● Reports- Guides the user through the various reporting tools to meet your analysis needs.</li> <li>● Resource Tools. offers various, commonly-requested reporting tools to help locate sites where your fleet card can be used, to assist you in finding diesel and alternative fuel sites, and to direct you to locations with the lowest price per gallon</li> <li>● Administration. Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs.</li> </ul>

	<p>The Implementation Manager will also work with the State to create a WEXOnline Summary Guide that outlines how agency nuances and requirements will be captured and reported through the system as well as quick-step guides for the online system. WEX will work with the State to organize tailored online training per users' assigned roles. WEX will provide recorded training sessions that can be posted to the State's intranet site as an additional tool. Multiple trainings can be recorded based on the audience's role e.g., full access or read only.</p> <p>WEX will develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program. After implementation, WEX can hold on-going training meetings with state agencies as the state sees fit. For the individual card user: The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors. The Customer Service Department is always available to answer questions from drivers on how to use the WEX card and on how to find accepting merchants. WEX also provides driver guides electronically that drivers can reference if they are having any problems at the time of transactions.</p> <p>WEX also has a video that shows drivers how to use the WEX fuel card, this is available through our website, see below for the address:  <a href="https://www.wexinc.com/insights/blog/inside-wex/how-do-company-gas-cards-work/">https://www.wexinc.com/insights/blog/inside-wex/how-do-company-gas-cards-work/</a>.</p>
2.51	Detail if training materials will be available and the method to obtain them.
	<p>Response:</p> <p>Please see response to question 2.50, above.</p>
2.52	Describe the functional and security features of the Fleet Fuel cards. Include if they are chipped and available to tap and pay.
	<p>Response:</p> <p>The WEX card cannot be electronically activated without entering a valid Prompt Identification Number (Prompt ID), making the card more difficult to use if found or stolen. The validation and authorization processes act as a security measure, and provide a layer of protection against fraudulent activity. A valid Prompt ID is required by all users at the point of sale, providing security to the fleet customer.</p> <p>We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline, fleet managers can set predetermined limits on spending amount, purchase frequency, product and service type, and the days and hours during which purchases can be made.</p> <p>Fleet managers may also perform real-time modifications to any predetermined limits, add or remove driver identification numbers in response to changes or to prevent theft via WEXOnline. 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.</p>

	<p>Newly issued WEX Fleet Cards are chipped, meaning our card is a standard-size plastic that contains an embedded microchip (EMV) as well as a traditional magnetic stripe. The chip encrypts information to increase data security when making transactions.</p> <p>Chip cards help mitigate white plastic or card counterfeiting which benefits everyone.</p> <p>Note that not all locations are chip enabled for pay-at-the-pump. In such an event, the driver would simply go inside the store to complete the transaction. That said, the credit card industry (as a whole) is driving changes to incentivize merchants to accept chip card payments. They are doing so by applying a policy that shifts liability for fraud on chip cards to the merchant if they have not upgraded their equipment to be EMV enabled.</p>
2.53	<p>Describe where the Fleet Fuel cards are accepted. If available, provide online access to all locations in Nebraska and throughout the United States.</p>
	<p>Response:</p> <p>The WEX Fleet Card offers acceptance in all 50 states, at 95% of U.S. retail fueling locations, all of which are required to transmit Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at more than 2,200 locations in Canada.</p> <p>Online access to accepting locations is available on our website:  <a href="https://www.wexinc.com/solutions/fleet-cards/wex-fleet-fuel-card-locations/wex-gas-stations-near-me/">https://www.wexinc.com/solutions/fleet-cards/wex-fleet-fuel-card-locations/wex-gas-stations-near-me/</a></p> <p>Fleets can also download WEX Connect, a free mobile app that helps you and your employees quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, and service locations. Real-time information provides updated fuel pricing as transactions occur and current availability of EV charging stations.</p> <p>These features, along with the ability to find service stations and fueling locations offering diesel, E85, regular and CNG, help to ensure that your drivers find the fuel they need at a price that benefits the fleet’s bottom line.</p> <p>Finally, our fleet management portal WEXOnline contains the following fuel resource tools:</p> <p><u>The Fuel Price Mapping Tool</u> allows the fleet manager to search for and map WEX accepting locations, updated with the most recent transaction pricing information for each location. Since the WEX network is one of the most comprehensive, and conducts millions of transactions each week, we help fleet managers make informed decisions by providing real-time, cost-saving information.</p> <p><u>The Top Metro Fuel Index</u> gives a solid data point to understand regional variances in pricing, provides insight into future trends, and allows the fleet manager to take advantage of downward trends and/or adjust for potential rising costs.</p>


	<p><u>Diesel and Alternative Fuel Directories</u> show fleet managers where sometimes-difficult-to-locate fuel types may be found. These directories can be referenced to determine the most efficient fueling location, regardless of fuel choice.</p>
2.54	<p>Describe the electronic access available to the online system for customer testing during all phases of the implementation process.</p>
	<p>Response:</p> <p>The State’s Implementation Manager is responsible for end-user training, and will arrange electronic access for testing.</p>
2.55	<p>Describe who is liable for any transaction after the card has been canceled in the software.</p>
	<p>Response:</p> <p>Once a card has been reported lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet/business is relieved from liability for any subsequent charges to the card.</p>
2.56	<p>Detail any external fraud protection or fraud training available.</p>
	<p>Response:</p> <p>WEX takes a multi-tiered approach to fraud protection. In addition to the increased security of our new chipped cards, we train fleets on our platform’s fraud mitigation tools (e.g., exception reports, card controls, Real-Time Alerts) and policy procedures/best-practices surrounding lost or stolen cards, fleet management, and reporting of suspected fraudulent activity.</p> <p>WEX is happy to discuss and accommodate any fraud-specific training the State desires or requires during the discovery phase of implementation.</p> <p>Finally, WEX employs approximately 60 people on our Global Fraud Strategy and Analytics team. This team, in tandem with the State’s use of fleet management policy, purchase controls, alerts, and careful review of all reports (e.g., transaction and exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses.</p> <p>WEX’s Fraud Department performs three primary functions in an effort to proactively identify and mitigate fraud on our fleet customers' accounts:</p> <ul style="list-style-type: none"> <li>● Transaction monitoring.</li> <li>● Identify potentially abusive or fraudulent behavior.</li> <li>● Notify customers when such behavior occurs.</li> </ul> <p>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 notifies the fleet manager of “Red Flag” Activity Indicators:</p>

	<ul style="list-style-type: none"> <li>● Date and time of purchase.</li> <li>● Merchant location.</li> <li>● Product purchased.</li> <li>● Card number conducting the transactions.</li> <li>● Dollar amount.</li> </ul> <p>Partnership with our customers is critical. Our Fraud Department has been instrumental in providing recommendations to help reduce the occurrence of fraud, proactively working to identify fraudulent transactions. Working closely with partners, fleets, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or reoccurring is essential to our strategy.</p> <p><b>For additional details, please reference the attached WEX Fraud and Risk Mitigation.</b></p>
2.57	Detail the dispute process. Include how this can be submitted online.
	<p>Response:</p> <p>The inquiry's nature defines our process. If the dispute involves an allegation of abuse or fraud, the dispute will be handled by WEX's Financial Crimes (i.e., Fraud) Department.</p> <p>The WEX transaction dispute process is as follows:</p> <ol style="list-style-type: none"> <li>1. Company shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction. For any disputes which cannot be resolved with a merchant directly, Company may dispute a Transaction if: (a) the amount does not reflect the face value of the Transaction; (b) the amount being disputed is a fee that is not properly accrued under this Agreement; or (c) Company does not believe it is liable for the amount, as further described in this Section.</li> <li>2. Standard Cards. Transactions on the WEX Network must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. All billed charges must be paid in full regardless of reported disputes. Upon receipt of a dispute, including any supporting documentation required by Issuer, Issuer will use reasonable efforts to investigate the dispute. In the event that Issuer determines the dispute is due to an error by Issuer, Issuer will, as Company's sole and exclusive remedy, correct applicable data or reports, including invoices, if any. If the dispute is related to an act or omission of a merchant, the Transaction may qualify for charge back to such merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with such merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Company is liable for the Transaction if the disputed item is not due to an error by Issuer and cannot be charged back to the merchant.</li> </ol> <p>If WEXPay is used for payment, then MasterCard's dispute process is enforced.</p>

	<p>Online Dispute Process</p> <p>Provisioned users can use WEXOnline to request ticket copies, initiate a transaction dispute on a single or multiple transaction(s), and maintain visibility until resolution.</p> <p>Current rules about what types of transactions cannot be disputed (e.g., private site, transactions, aviation transactions, island card reader, etc.) all apply. On Screen instructional text and error messaging will be displayed if a transaction doesn't meet the dispute criteria.</p> <p>Fraud-related dispute requests can be initiated within WEXOnline®, but due to their urgent nature, these disputes are immediately routed to the WEX Fraud Department for analysis and review. Given their sensitive disposition and circumstance, information about fraud-related disputes, including their status, will not appear in WEXOnline®, and instead will follow existing communication channels.</p> <p>WEX Pay transactions cannot be disputed online and must follow the existing process. Onscreen error messaging with a hyperlink to the dispute form will appear if this type of transaction is selected.</p>
2.58	<p>The State and University requires that the Fleet Fuel card providers system must have redundant systems in place to ensure continual uptime for all functionality in the event, man-made or natural events take place. Detail what redundant systems are in place.</p>
	<p>Response:</p> <p>WEX utilizes a combination of cloud and physical infrastructure to ensure resilience and recoverability of production systems. Each primary production system is designed to be highly available and resilient by utilizing HA architecture within each data center or by duplicating systems across multiple cloud availability zones as well as a corresponding disaster recovery solution to ensure recoverability of production systems.</p> <p>The WEX call center will staff the alternate processing sites with operational support staff, technical, telecommunications, and administrative support personnel. WEX will maintain a fully functional Emergency Command Center at each location to provide redundancy for incident command.</p> <p>Redundancy is built into WEX's broader Disaster Recovery and Business Continuity plans.</p> <p><b>Please reference attached WEX Disaster Recovery Plan Summary 2023.</b></p>
2.59	<p>Detail ability to provide soft rubber/neoprene card holder key rings at no cost to the State.</p>
	<p>Response:</p> <p>This is not a cost-free service WEX provides. However WEX can help facilitate online orders for soft rubber/neoprene card hold key rings for which the State receives a bulk discount.</p>

# Attachment A, Form A.3 - State of Nebraska Specific Functional Requirements

6819 Z1

3.1	Detail the bidder's ability to provide custom cards with graphics approved by the State.
	<p>Response:</p> <p>WEX offers an array of card customization options. During the discovery phase of WEX's implementation process, we gather and discuss each fleet's unique requirements, including custom cards with State-approved graphics. For example,</p>  <p><b>Please reference State of Nebraska Card Design Examples</b> for additional card design options.</p>
3.2	Detail how the bidder will furnish all cards (new issue, replacement due to damage or loss) free using standard shipping.
	<p>Response:</p> <p>WEX may send cards via standard mail, or overnight via another common carrier such as, but not limited to, FedEx or UPS. Next-day air delivery is possible for cards requested before 3:30 PM Eastern Time (EST). Cards ordered via regular mail typically arrive at the center in three (3) to five (5) days.</p> <p>The process flow for issuing WEX fuel cards is follows:</p> <ul style="list-style-type: none"> <li>• Orders will be submitted via the State to WEX (method to be determined during implementation or onboarding)</li> <li>• WEX sends 4 files daily to our card production partner:</li> </ul>



	<ul style="list-style-type: none"> <li>○ 9am shipped same day for next day delivery (customer pays for expedited service)</li> <li>○ 12:30pm shipped same day for next day delivery (customer pays for expedited service)</li> <li>○ 3:30pm shipped next day for following day delivery (customer pays for expedited service)</li> <li>○ 5pm Day 0 shipped by end of day Day 2 via USPS</li> </ul> <p>WEX will waive card fees, card replacement fees, and include free standard USPS shipping.</p> <p>Expedited shipping incurs a fee. Standard expedited shipping rates are \$15.00 for second day, and \$21.50 for overnight. WEX has the ability to incorporate the State’s own shipping ID (if applicable), so the State receives the best possible rate on expedited cards.</p> <p>WEX can provide tracking information for certain orders using standard and expedited shipping, as outlined below:</p> <ul style="list-style-type: none"> <li>● 2nd day (UPS and FedEx) \$15</li> <li>● Standard Overnight (UPS and FedEx) \$21.50</li> <li>● Packages of 5-39 cards (USPS Parcel Post) free of charge</li> <li>● Packages of 40+ (FedEx Priority Overnight)</li> </ul>
3.3	Currently the State uses a five (5) digit ID/PIN number. Detail how this is compatible with your system.
	<p>Response:</p> <p>Our fuel card program allows the State to use either a four (4) or six (6) digit ID number. To accommodate the State’s desired five (5) digit number, we would add a zero (0) at the end.</p> <p>The State may either provide WEX with desired ID numbers or WEX may choose them at random.</p>
3.4	<p>Currently the State uses a vehicle or equipment card with the following information printed on the card. Detail how the bidder can comply with this method.</p> <p>Line 1 – “xxxxx xxx 4 xx 7”  Line 2 – “Agency Name”  Line 3 – “Tax Exempt and RC30”</p> <p>(Line 1 – First 5 numbers = equipment or PIN number  Next 3 numbers = the agency number  Number 4 = equipment  Next 2 numbers = the issue code number  Last number, 7 = check digit)  (Line 3 – RC 30 = restriction code)</p>
	Response:

WEX is happy to discuss the State’s custom plastic requirements for vehicles and equipment cards during the discovery phase of implementation, in which we will collect and review the State’s particular needs. Accommodating a third line of embossing may require the ordering of custom plastic, or the utilization of a hot stamp.



Please reference [State of Nebraska Card Design Examples](#) for additional card design options.

3.5 Currently the State also uses a shop card with the following information printed on the card. Detail how the bidder can comply with this method.

- Line 1 – “xxxxx xxx 2 xx 9”
- Line 2 – “Agency Name”
- Line 3 – “Shop Card and RC30”

(Line 1 – First 5 numbers = PIN number  
 Next 3 numbers = the agency number  
 Number 2 = equipment  
 Next 2 numbers = the issue code number  
 Last number, 9 = check digit)  
 (Line 3 – RC 30 = restriction code)

Response:

Please see response to question 3.4 directly above.

3.6 Currently State agency drivers (not NDOT) are allowed up to five (5) transactions and refueling sites are not included. Detail how the bidder can comply.

Response:

WEX can comply with restricting cards to 5 transactions per day, week, bi-weekly, or month

	<p>Cards are linked to purchase controls in WEXOnline, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes. Establishing limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving the fleet money. Fleet managers can even use controls to establish daily, weekly, twice monthly, or monthly (defined as calendar month, or billing cycle) limits for fuel and non-fuel expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale.</p> <p>Purchase Controls at the card level:</p> <ul style="list-style-type: none"> <li>● Per transaction dollar limit</li> <li>● Per period dollar limit (daily, weekly, twice monthly, monthly)</li> <li>● <b>Per period # of transactions (daily, weekly, twice monthly, monthly)</b></li> <li>● Total fuel per period (daily, weekly, twice monthly, monthly)</li> <li>● Total non-fuel per period (daily, weekly, twice monthly, monthly)</li> <li>● Total gallons per period (daily, weekly, twice monthly, monthly)</li> <li>● Time of day (subject to server location’s time zone)</li> <li>● Day of week (subject to server location’s time zone)</li> </ul>
3.7	<p>Currently NDOT drivers have a soft limit of 8 transactions, extra transactions due to snow removal and refueling sites are not included. Detail how the bidder can comply.</p>
	<p>Response:</p> <p>WEX Purchase Controls allow fleet managers to control the amount and frequency of purchases at the card level. If a transaction is outside of the set limit, e.g. beyond 8 transactions, it is logged and recorded at the point of sale.</p> <p>The State may set the number of daily transactions as a hard control, in which the transaction is declined at the point of sale, or as a soft control in which the driver stays on the road and the transaction is logged for follow-up.</p> <p>For transactions exceeding the allotted 8 per day, fleet managers may elect to receive Real Time Alerts, which are email alerts triggered for purchasing situations outside defined operational behavior, e.g. per-day transaction, set dollar amounts, product type, etc. Additionally, alerts are stored in WEXOnline’s reporting module for analysis and monitoring.</p>
3.8	<p>Detail who will cover costs for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the Nebraska State Fuel System, the Department of Transportation EKOS card and fuel management system, and Lucity Asset Management Systems.</p>
	<p>Response:</p> <p>We will discuss the requirements and variables described as part of the discovery portion of our implementation process, in which we’ll determine how our cards will interface with the State’s private sites.</p>

3.9	Detail how the bidder will restrict ordering approval of new or replacement cards only to the Fuel and Credit Card Systems Manager and authorized staff at the Nebraska Department of Transportation.
	<p>Response:</p> <p>WEXOnline’s structure provides the flexibility to meet unique account program needs, such as restricting ordering approval of new or replacement cards only to the Fuel and Credit Card Systems Manager and authorized staff at the Nebraska Department of Transportation.</p> <p>The Administration module of WEXOnline allows the fleet manager to create and assign custom roles to online users, thereby limiting or broadening their system access. For example, the fleet manager can create custom roles that provide users with access to different sections of WEXOnline – such as driver maintenance. This setup allows users to focus on their defined tasks without giving broader permissions that could be abused.</p> <p>The fleet administrator can also add new online users, manage existing users, and manage online enrollment requests. It’s easy to determine who gains access to the system, what level of access is provided to the user, and which accounts they have the ability to manage. Management responsibility is shared, but assigned administrators retain ultimate control over access privileges.</p>
3.10	The State currently has different expiration dates on existing cards, detail how the bidder will stage the deployment of new cards.
	<p>Response:</p> <p>WEX can send out cards in whatever cadence the State requires. We are happy to discuss the State’s (and any related State agency’s) unique expiration date requirements during the discovery phase of implementation.</p>
3.11	Currently invoices are received no later than Wednesday for the prior week transactions. They are received electronically and paid within 10 business days after the file has been received. Detail all options available for the State to receive invoices.
	<p>Response:</p> <p>WEX typically bills customers on a monthly basis. If the State would like weekly billing we can accommodate this request. The State can access invoices the day after the weekly billing cycle closes through WEXOnline, or receive an electronic WEXLink billing file.</p>
3.12	Detail how the bidder will complete the implementation and be ready to go live April 1, 2024. Including data conversion, software updates, card distribution, user training and any other requirements to make the Fleet Fuel card system fully operational. Please provide an implementation plan.
	<p>Response:</p> <p>After contract award and execution of the Master Agreement and Participation Addendums, WEX will begin the implementation phase at the availability of State and/or participating</p>

Entity. The WEX Relationship Management Team will enlist the help of a WEX Strategic Implementation Manager to take the lead on the implementation process.

WEX is well versed in implementing large complex accounts onto our platform. In recent years WEX has successfully implemented numerous State, Private Sector and Federal Agency accounts, entire card portfolios for large Fleet Management Companies, and several Major Oil Card Programs for branded merchants.

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

During the implementation, they will also prepare and distribute regular project updates, facilitate and document issues and action items and document the State's requirements for customized reporting.

Depending on the project plan that is mutually agreed to WEX will work to meet all requirements in the allotted time. A typical implementation takes around 90 days, but that can vary based on the specific requirements a fleet may have.


**Please reference the attached WEX Sample Implementation Plan** for a step-by-step list of implementation activities (including card distribution, training, etc.) and the responsible party. This plan will be expanded and modified to meet your specific needs, including custom cards.

# Attachment A, Form A.4 - University of Nebraska Specific Functional Requirements

6819 Z1

4.1	In addition to the State of Nebraska, the University is exempt from sales tax in FL, IL, KS, MA, MO, ND and TX. Detail how your Fleet Fuel Card software can track these taxes and provide an invoice that does not include taxes.
	<p>Response:</p> <p>It is WEX’s understanding, from the Nebraska Department of Revenue, The University is only exempt from Federal Excise fuel taxes. In terms of State Tax on non-fuel purchases those transactions can be exempt at the time of the transaction at the specific merchant location.</p> <p><i>From Nebraska Department of Revenue: Motor fuels (fuel), including gasoline, gasohol, and undyed diesel purchased in Nebraska, are taxed at the time of purchase. When this taxed fuel is either purchased by an exempt entity, or used in an exempt manner, a refund is available. Exempt entities include the U.S. government, its agencies, and federal corporations wholly owned by the U.S. government. Fuel used in licensed motor vehicles by state and local governmental entities, including school districts, does not qualify for a refund.</i></p> <p>WEX’s tax exemption, reporting, and recovery information is below. If eligible, the University would submit transactional data to those respective states and request reimbursement (for gasoline sales tax) or for service . We are happy to discuss the University’s tax reporting requirements, and engage our tax department to advise the University of best practices for recovery of sales tax from the states listed above.</p> <p><b>Tax Exemption for Non-Fuel Purchases</b></p> <p>For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants’ discretion. Drivers must supply the merchant with proper documentation of the organization’s tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.</p> <p><b>Qualification</b></p> <p>Any fleet participating in this contract will be required to complete a certification process affirming its qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.</p> <p><b>Required Data</b></p>

	<p>Tax Exemption processing requires that the merchant provide electronically to WEX the following data points:</p> <ul style="list-style-type: none"> <li>● Account Number</li> <li>● Account Name</li> <li>● Type of Fuel</li> <li>● Gallons</li> <li>● Price per gallon</li> <li>● Total gross sale</li> </ul> <p>Not all transactions may have exemptions applied to them. WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if you provide us with a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions.</p>
4.2	Detail how the bidder will furnish all cards using standard plastic (new issue, replacement due to damage or loss) at no cost to the University
	<p>Response:</p> <p>There are no card (new or replacement) fees associated with the WEX Fleet Card.</p>
4.3	Detail how the bidder will ship cards (new issue, replacement due to damage or loss) free to the University using standard shipping.
	<p>Response:</p> <p>WEX will waive card fees, card replacement fees, and include free standard USPS shipping.</p> <p>Expedited shipping incurs a fee. Standard expedited shipping rates are \$15.00 for second day, and \$21.50 for overnight. WEX has the ability to incorporate the State’s own shipping ID (if applicable), so the State receives the best possible rate on expedited cards.</p> <p>WEX can provide tracking information for certain orders using standard and expedited shipping, as outlined below:</p> <ul style="list-style-type: none"> <li>● 2nd day (UPS and FedEx) \$15</li> <li>● Standard Overnight (UPS and FedEx) \$21.50</li> <li>● Packages of 5-39 cards (USPS Parcel Post) free of charge</li> <li>● Packages of 40+ (FedEx Priority Overnight)</li> </ul>
4.4	Currently the University uses a six (6) digit ID/PIN number. Detail how this is compatible with your system.
	Response:

	<p>Our fuel card program allows the University to use either a four (4) or six (6) digit ID number.</p> <p>The University may either provide WEX with desired ID numbers or WEX may choose them at random.</p>
<p>4.5</p>	<p>Currently the University uses the following structure printed on their cards. Detail how the bidder can comply.</p> <p>Line 1 – “Vehicle xxx” (xxx may range from 001 to 999UNO)</p> <p>Line 2 – “University of Nebraska”</p> <p>Line 3 – “Tax ID 05-8905401”</p>
	<p>Response:</p> <p>Please see the image of the standard WEX Fleet Card, below, which is a standard-size plastic charge card that contains an embedded microchip as well as a traditional magnetic strip on the back. The chip encrypts information to increase data security at the time of purchase and reduce white plastic fraud or card-counterfeiting.</p>  <p>Our personalization capabilities enable customers to customize the information displayed on the cards. There are two lines for identification. The first line is usually designated for the account name, while the second line can be used to identify the associated equipment or driver. Each line will accommodate up to 24 characters. The account number, card number, and expiration date are displayed on the front of the card, and the card’s number, expiration date, and prompt are embedded in the card’s technology.</p> <p>WEX can accommodate three lines (i.e., adding the Tax ID) via our custom plastic option. Note there may be a fee associated with custom plastic.</p>
<p>4.6</p>	<p>Currently the University drivers are allowed up to three (3) soft transactions per day, meaning if needed the driver can call the vendor to authorize a 4<sup>th</sup> transaction. Detail how the bidder can comply.</p>
	<p>Response:</p>



	<p>Cards are linked to purchase controls in WEXOnline, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes. Establishing limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving the fleet money. Fleet managers can even use controls to establish daily, weekly, twice monthly, or monthly (defined as calendar month, or billing cycle) limits for fuel and non-fuel expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale.</p> <p>Purchase Controls at the card level:</p> <ul style="list-style-type: none"> <li>● Per transaction dollar limit</li> <li>● Per period dollar limit (daily, weekly, twice monthly, monthly)</li> <li>● <b>Per period # of transactions (daily, weekly, twice monthly, monthly)</b></li> <li>● Total fuel per period (daily, weekly, twice monthly, monthly)</li> <li>● Total non-fuel per period (daily, weekly, twice monthly, monthly)</li> <li>● Total gallons per period (daily, weekly, twice monthly, monthly)</li> <li>● Time of day (subject to server location’s time zone)</li> <li>● Day of week (subject to server location’s time zone)</li> </ul> <p>Fleet management may edit the above controls to authorize transactions, in real-time, via WEXOnline, or fleet managers may call WEX’s Customer Service Department, available 24x7x365, for assistance.</p> <p>Additionally, If the State and/or University is interested, WEX offers our No Driver Stranded (NDS) Policy. We gather all requirements to support NDS during initial discovery sessions with the State/University. Your NDS Policy dictates standard operating procedures allowed by a driver when using the WEX card.</p> <p>Implementation of an NDS policy keeps drivers on the road, rather than stranded at the station unable to fuel, and lessens administrative burden by permitting drivers to call our Customer Service Department for transaction authorization (a right otherwise limited to fleet managers).</p> <p><b>Please reference attached Sample No Driver Stranded (NDS) Matrix</b></p>
4.7	<p>Detail if the card is accepted in Canada and how the currency and liter to gallon conversion is detailed on the billing invoice.</p>
	<p>Response:</p> <p>The WEX card is accepted at over 2,500 merchants across Canada. The most current list of accepting locations is online at <a href="https://www.wexinc.com/solutions/fleet-cards/wex-fleet-fuel-card-locations/wex-gas-stations-near-me/">https://www.wexinc.com/solutions/fleet-cards/wex-fleet-fuel-card-locations/wex-gas-stations-near-me/</a></p> <p>Fleets can also download WEX Connect, a free mobile app that helps you and your employees quickly find WEX-accepting locations.</p>

	WEX converts liters to gallons, and bills the University in U.S. Dollars.
4.8	Detail if the card is accepted in Puerto Rico and how the currency and liter to gallon conversion is detailed on the billing invoice.
	<p>Response:</p> <p>WEX currently supports a closed-loop card product through Total, a Puerto Rican petroleum company. Fleets using this WEX product receive the security and benefits of Level III data reporting through the use of the Total card. All invoicing and reporting is centralized and available through the WEXOnline system and contained within the fleet’s custom billing file.</p>
4.9	Detail who will cover costs for any software enhancements, card data upload, data conversion, etc. required to make the bidder card compatible with the University GASBOY Plus automated fuel system and FASTER FMS.
	<p>Response:</p> <p>WEX typically does not pay for these updates, and requires the fleet to code to our WEXlink specifications. That said, we are happy to discuss in greater detail should the State award WEX this contract.</p>
4.10	Detail how the bidder will restrict ordering new or replacement cards to only the University Fleet Management Director and the Fleet Management Administrative Staff.
	<p>Response:</p> <p>WEXOnline’s structure provides the flexibility to meet unique account program needs, such as restricting ordering new or replacement cards only to the University Fleet Management Director and the Fleet Management Administrative Staff.</p> <p>The Administration module of WEXOnline allows the fleet manager to create and assign custom roles to online users, thereby limiting or broadening their system access. For example, the fleet manager can create custom roles that provide users with access to different sections of WEXOnline – such as driver maintenance. This setup allows users to focus on their defined tasks without giving broader permissions that could be abused.</p> <p>The fleet administrator can also add new online users, manage existing users, and manage online enrollment requests. It’s easy to determine who gains access to the system, what level of access is provided to the user, and which accounts they have the ability to manage. Management responsibility is shared, but assigned administrators retain ultimate control over access privileges.</p>
4.11	Detail how the bidder will deploy cards to the University with one expiration date.
	<p>Response:</p> <p>WEX’s standard practice is to set the account renewal date at time of set-up. Our standard practice is for all cards associated with an account to renew at the same time (i.e., one expiration date per the University’s request).</p>

4.12	Detail how the bidder can keep the expiration date the same if a card needs to be reissued. This would allow all University cards one expiration date.
	<p>Response:</p> <p>WEX sets up account-level expiration across the board. We can send out cards in whatever cadence the University requires with the same expiration.</p>
4.13	Currently invoices are received on a weekly basis. They are received electronically and paid on a monthly basis. Detail all options available for the University to receive invoices.
	<p>Response:</p> <p>Generally WEX bills customers on a monthly basis. We do have billing cycle options as well as weekly billing options.</p> <p>Weekly billing would require payment within 14 days. Alternatively, if the University prefers paying their invoice on a monthly basis, we would set up one monthly invoice.</p> <p>This can be discussed in more detail during implementation.</p> <p>All transactions are available in WEXOnline as soon as they post, so if the University prefers making weekly payments while receiving a monthly invoice, they may do so through WEXOnline or ACH.</p>
4.14	Detail how the bidder will complete the implementation and be ready to go live April 1, 2024. This includes data conversion, software updates, card distribution, user training and any other requirements to make the Fleet Fuel card system fully operational. Please provide an implementation plan.
	<p>Response:</p> <p>After contract award and execution of the Master Agreement and Participation Addendums, WEX will begin the implementation phase at the availability of State and University. The WEX Relationship Management Team will enlist the help of a WEX Strategic Implementation Manager to take the lead on the implementation process.</p> <p>WEX is well versed in implementing large complex accounts onto our platform. In recent years WEX has successfully implemented numerous State, Private Sector and Federal Agency accounts, entire card portfolios for large Fleet Management Companies, and several Major Oil Card Programs for branded merchants.</p> <p>Strategic Implementation Managers work exclusively with WEX's large fleet customers, rolling out new programs and implementing significant changes to existing large client programs. Your Strategic Implementation Manager will work with the State &amp; University to create and coordinate project plans and design, lead and execute communication to ensure milestones are met. The Strategic Implementation Manager will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.</p>

During the implementation, they will also prepare and distribute regular project updates, facilitate and document issues and action items and document the State's requirements for customized reporting.

Depending on the project plan that is mutually agreed to WEX will work to meet all requirements in the allotted time. A typical implementation takes around 90 days, but that can vary based on the specific requirements a fleet may have.

**Please reference the attached WEX Sample Implementation Plan** for a step-by-step list of implementation activities (including card distribution, training, etc.) and the responsible party. This plan will be expanded and modified to meet your specific needs, including custom cards.

# Form A.5 - Rebate Proposal

The bidder must address the following in their rebate proposal:

5.1 Quarterly sales rebate – enter the incentive option percentage for each quarterly sales volume listed below and for each year and renewal periods:

**WEX Response:** When referencing the following Volume Rebate Percentage Matrix, please note that the State receives rebates on fuel purchases *and* any service purchases made on the WEX card, i.e., the State's rebate is based on total spend.

VOLUME REBATE PERCENTAGE MATRIX:								
Minimum Quarterly Sales Volume	PERCENT OF SALES REBATE							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Renewal 1	Renewal 2
\$ 500,000	150bps	150bps	150bps	150bps	150bps	150bps	150bps	150bps
\$1,000,000	150bps	150bps	150bps	150bps	150bps	150bps	150bps	150bps
\$1,500,000	150bps	150bps	150bps	150bps	150bps	150bps	150bps	150bps
\$2,000,000	155bps	155bps	155bps	155bps	155bps	155bps	155bps	155bps
\$2,500,000	155bps	155bps	155bps	155bps	155bps	155bps	155bps	155bps
\$3,000,000	155bps	155bps	155bps	155bps	155bps	155bps	155bps	155bps
\$3,500,000	163bps	163bps	163bps	163bps	163bps	163bps	163bps	163bps
\$4,000,000	163bps	163bps	163bps	163bps	163bps	163bps	163bps	163bps
\$4,500,000	163bps	163bps	163bps	163bps	163bps	163bps	163bps	163bps
\$5,000,000	170bps	170bps	170bps	170bps	170bps	170bps	170bps	170bps

5.2 Early Pay Incentive - The State normally pays their invoices 10 business days after receiving them and the University normally pays their bills within 30 days after the invoice date. Provide any early pay incentive percentages in the table below.

<b>EARLY PAY INCENTIVE:</b> Please see our response to question 5.5, below, which outlines our early pay incentives.					
WEX does not pay rebates based on file turn days. In our experience, we find that easily understood and calculated early payment incentives work best for customers.					
File Turn Days:	Percentage	File Turn Days:	Percentage	File Turn Days:	Percentage
45		29		13	
44		28		12	
43		27		11	
42		26		10	
41		25		9	
40		24		8	
39		23		7	
38		22		6	
37		21		5	
36		20		4	
35		19		3	
34		18		2	
33		17		1	
32		16		0	
31		15			
30		14			

5.3	Currently the State receives a quarterly rebate deposit. Detail how the bidder can comply and any additional options available to receive the rebate.
	<p>Response:</p> <p>WEX can pay the State of Nebraska, the University and all other participating entities the rebate earned on a quarterly basis by an invoice ancillary credit on the monthly invoice for each billing account. During implementation WEX will work with the State of Nebraska to ensure the rebate deposit method meets the State’s needs.</p>
5.4	Has the bidder negotiated discounts with accepting merchants? If so, please provide the merchant, how many locations, and the discount options.
	<p>Response:</p> <p><b>We have negotiated a \$0.10/gallon discount for the State of Nebraska at all Casey’s locations</b>, of which there are 161 sites in the State of Nebraska, as well as locations throughout Illinois and North Dakota, and neighboring states such as Kansas, Missouri, South Dakota, and Iowa.</p> <p>This discount equates to approximately 285bps (based on \$3.50ppg) at Casey’s locations, in addition to the overall rebate at all stations where the WEX card is accepted.</p>
5.5	Detail any additional options for rebates:
	<p>Response:</p> <p>WEX offers the following early payment discounts:</p> <ul style="list-style-type: none"> <li>● Payment received in full within 5 days 10bps,</li> <li>● Payment received within 10 days 8bps,</li> <li>● Payment received within 15 days 5bps.</li> </ul>

# Form A - Bidder Proposal Point of Contact

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	WEX Bank
Bidder Address:	111 East Segoe Lily Drive, Suite 250 Sandy, UT 84070
Contact Person & Title:	Brian Hough - Proposal Writer, North American Fleet
E-mail Address:	<a href="mailto:brian.hough@wexinc.com">brian.hough@wexinc.com</a>
Telephone Number (Office):	N/A (remote office, no office desk phone assigned)
Telephone Number (Cellular):	N/A (remote office, no company cellular device assigned)
Fax Number:	(801) 568-4360 (WEX Bank)

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	WEX Bank
Bidder Address:	111 East Segoe Lily Drive, Suite 250 Sandy, UT 84070
Contact Person & Title:	Janet Parker - Strategic Relationship Manager
E-mail Address:	<a href="mailto:janet.parker@wexinc.com">janet.parker@wexinc.com</a>
Telephone Number (Office):	(207) 749-6176
Telephone Number (Cellular):	(207) 749-6176
Fax Number:	(801) 568-4360 (WEX Bank)



## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	WEX Bank
COMPLETE ADDRESS:	111 East Sege Lily Drive, Suite 250 Sandy, UT 84070
TELEPHONE NUMBER:	(888) 842-0075
FAX NUMBER:	(801) 568-4360
DATE:	10/16/2023
SIGNATURE:	DocuSigned by: <i>Jason Price</i> <small>EE6EEC720DF478...</small>
TYPED NAME & TITLE OF SIGNER:	Jason Price - President & CEO, WEX Bank

APPROVED  
W441202 - 10/16/2023, 11:50:42 AM

**Form A.5**  
**Rebate Proposal**  
**6819 Z1**

The bidder must address the following in their rebate proposal:

5.1 Quarterly sales rebate – enter the incentive option percentage for each quarterly sales volume listed below and for each year and renewal periods:

**WEX Response:** When referencing the following Volume Rebate Percentage Matrix, please note that the State receives rebates on fuel purchases *and* any service purchases made on the WEX card, i.e., the State’s rebate is based on total spend.

<b>VOLUME REBATE PERCENTAGE MATRIX:</b>								
Minimum Quarterly Sales Volume	<b>PERCENT OF SALES REBATE</b>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Renewal 1	Renewal 2
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<b>\$3,500,000</b>	163bps	163bps	163bps	163bps	163bps	163bps	163bps	163bps
<b>\$4,000,000</b>	163bps	163bps	163bps	163bps	163bps	163bps	163bps	163bps
<b>\$4,500,000</b>	163bps	163bps	163bps	163bps	163bps	163bps	163bps	163bps
<b>\$5,000,000</b>	170bps	170bps	170bps	170bps	170bps	170bps	170bps	170bps

5.2 Early Pay Incentive - The State normally pays their invoices 10 business days after receiving them and the University normally pays their bills within 30 days after the invoice date. Provide any early pay incentive percentages in the table below.

**EARLY PAY INCENTIVE:** Please see our response to question 5.5, below, which outlines our early pay incentives.

WEX does not pay rebates based on file turn days. In our experience, we find that easily understood and calculated early payment incentives work best for customers.

File Turn Days:	Percentage	File Turn Days:	Percentage	File Turn Days:	Percentage
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44		28		12	
43		27		11	
42		26		10	
41		25		9	
40		24		8	
39		23		7	
38		22		6	
37		21		5	
36		20		4	
35		19		3	
34		18		2	
33		17		1	
32		16		0	
31		15			
30		14			

5.3	Currently the State receives a quarterly rebate deposit. Detail how the bidder can comply and any additional options available to receive the rebate.
	<p>Response:</p> <p>WEX can pay the State of Nebraska, the University and all other participating entities the rebate earned on a quarterly basis by an invoice ancillary credit on the monthly invoice for each billing account. During implementation WEX will work with the State of Nebraska to ensure the rebate deposit method meets the State’s needs.</p>
5.4	Has the bidder negotiated discounts with accepting merchants? If so, please provide the merchant, how many locations, and the discount options.
	<p>Response:</p> <p><b>We have negotiated a \$0.10/gallon discount for the State of Nebraska at all Casey’s locations</b>, of which there are 161 sites in the State of Nebraska, as well as locations throughout Illinois and North Dakota, and neighboring states such as Kansas, Missouri, South Dakota, and Iowa.</p> <p>This discount equates to approximately 285bps (based on \$3.50ppg) at Casey’s locations, in addition to the overall rebate at all stations where the WEX card is accepted.</p>
5.5	Detail any additional options for rebates:
	<p>Response:</p> <p>WEX offers the following early payment discounts:</p> <ul style="list-style-type: none"> <li>● Payment received in full within 5 days 10bps,</li> <li>● Payment received within 10 days 8bps,</li> <li>● Payment received within 15 days 5bps.</li> </ul>



# State of Nebraska Card Design Examples

Direction 1



Direction 2



Direction 3





## Product Information

### System Configuration

This site has been designed for Microsoft® Internet Explorer 8.0 and is best viewed at a minimum 1024x768 resolution. A high speed internet connection is recommended.

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### WEXONLINE™ TERMS OF USE

**Please read these terms carefully before using this site.**

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#### 1. General

WEX Inc. ("we," "us" and "our") provides this web site on behalf of its subscribers subject to the following terms of use ("Terms"). These Terms supplement the customer's (or "you" or "your") Business Charge Account Agreement and shall be applicable to your account upon your selection of the **WEXOnline®** product. Your continued use of your account and **WEXOnline®** constitutes your acceptance of these Terms. If you have any questions, please call our Customer Service department.

#### 2. Purpose of the Website

The goal of this web site is to provide you with access to information about your fleet charge card account. Do not use this web site if you do not agree with these terms. These Terms supplement your Business Charge Account Agreement and shall be applicable upon your use of the site. Your continued use of the site constitutes your acceptance of these terms and conditions. If you have any questions, please call Customer Service at 1-800-492-0669.

#### 3. Trademarks, Service Marks and Copyrighted Materials

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

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Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws. You recognize that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

#### 4. Use of the Site

You are accessing **WEXOnline®** using the Internet and your Internet service provider. Although we use both password and database security to provide protection for **WEXOnline®**, security of data and passwords cannot be guaranteed. We hereby disclaim all liability for any security breaches of online communications or for any electronic, hardware or software failures, data transmission errors or failures, data corruption, lack of access to **WEXOnline®** or viruses affecting your data or systems (collectively "System Failures"). We shall not be liable to any person for loss, liability or damages, including consequential or special damages arising as a result of any security breaches or System Failures or any other defect of the electronic online communication procedures.

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

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

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

**WEXOnline®** and the information provided on this site is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. FleetServices, its parent and affiliates, make no warranty that use of the site or the materials will be uninterrupted, timely, secure, or error free or that defects, if any will be corrected and we assume no responsibility for any damages that may be suffered by you, including, but not limited to, losses from delays, nondelivery of content or any communications, errors, system down time, network or system outages, file corruption or service interruptions.

#### 5. Governing Law, Severability

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

only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms.

## **6. For Customers Using Electronic Billing Method**

You may receive copies of your invoice via **WEXOnline®**. In the event that you elect to receive all your invoices electronically and not via standard U.S. Mail, the invoice shall be deemed delivered to you upon our confirmation of electronic mailing. All the terms and conditions concerning payment and any disputes in billing as set forth in your Business Charge Account Agreement remain in full force and effect. If you wish to make an inquiry regarding an invoice or a particular transaction, please contact Customer Service at the number listed above.

## **7. For Customers Using Electronic Payment Method**

If you enroll in our electronic payment service, you can make payments due under your Business Charge Account Agreement by initiating an electronic payment from your account maintained at your financial institution, by means of an Automated Clearing House (the "ACH"), and the following terms and conditions will apply to any such payment:

(a) We will transmit such Entries initiated by you to the creditor under your Business Charge Account Agreement. Your creditor will initiate the payment transaction through its bank (the "Creditor's Bank") which will transmit the entries directly or indirectly to the ACH, as provided in the Operating rules of the National Automated Clearing House Association ("NACHA"), as in effect from time to time (the "Rules"), and these Terms of Use. As used herein, the terms "Settlement Date," "Entry," and "File" have the meaning set forth in the Rules.

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

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

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

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

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

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

(h) In the event any Entries are rejected by the ACH for any reason whatsoever, it shall be your responsibility to remake such Entries or to make other arrangements for making payment of amounts due under your Business Charge Account Agreement; provided, however, that Creditor's Bank shall remake such Entries in any case where such rejection by the ACH was due to mishandling of such Entries by Creditor's Bank and sufficient data is available to the Bank to permit it to remake such Entries.

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

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

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



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

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

## **8. For Customers Using Controls:**

These terms and conditions supplement your Business Charge Account Agreement and govern your use of Controls which may be used to help limit purchase capabilities on your cards and accounts.

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

The existence and/or use of Controls shall not affect your liability for unauthorized use of Cards. We reserve the right to modify Controls upon notice to you. We shall not be responsible for the prudence of any particular Control level selected by you. Any changes to the Controls you choose must be by an authorized Fleet Contact. You agree that we are authorized to rely on such changes and you further agree to indemnify us and hold us harmless for any loss, claim or damage allegedly caused by our reliance on such changes. You also agree that we will not be liable to you for any loss, liability or damages you suffer which arise from, are related to, or are in any way connected with any Controls or other purchase restrictions which we may implement from time to time.

## **9. Questions**

For account service or billing statement information, or questions concerning electronic payment services, please call the following number: 1-800-492-0669, or send inquiries to: FleetServices, PO Box 639, Portland, ME 04104. Be sure to include your account number with all inquiries.

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## **INTERNET SECURITY**

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**Security of Your Data at WEXOnline®**

In order to access your data through **WEXOnline®**, you will be required to enter a user ID and password. The user ID and password are uniquely associated with your fleet data and restrict unauthorized users from viewing or retrieving data and reports. For a second layer of security, WEX Inc. employs a sophisticated firewall that protects the web and database servers from hackers and intruders attempting to gain access to your fleet data.

### Security of Your Data across the Internet

A third layer of security is data encryption, or Secure Socket Layer (SSL), between the web server and your browser. Encryption helps prevent technically sophisticated individuals who have the desire, tools, and opportunity from intercepting your data as it travels over the Internet.

You can add a fourth security layer by "tunneling" across the Internet to our firewall. Tunneling requires installation of additional software and a fixed IP address, which may be acquired from your local systems administrator or Internet service provider.

### Internal Security for User IDs and Passwords

Anyone possessing your account number, user ID and password can access your account, order new cards, and cause financial injury to you. You must keep your User ID and password confidential. Should you believe unauthorized persons have access to either your User ID or password notify your Customer Service Department immediately.

Technical questions and concerns relating to security should be directed to the WEX Inc. Webmaster at [webadmin@wexonline.com](mailto:webadmin@wexonline.com). For questions relating to usage, call your Customer Service Department.

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### Privacy Policy

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WEX Inc. and WEX Bank (hereinafter collectively referred to as "WEX") recognize the importance of protecting your privacy and safeguarding the confidentiality of your sensitive information. Because of this, WEX® offers the following statement of our joint commitment to privacy protection. This policy relates specifically to your use of WEXOnline. For more detailed information on WEX's privacy policy please refer to [www.wexinc.com](http://www.wexinc.com) or [www.wexcorporatcard.com](http://www.wexcorporatcard.com).

Information privacy is important to you. Protecting your information privacy is critical to us. Therefore, we commit to:

- Adhere to our privacy policies
- Give you clear notice of what information we ask you to divulge and what information we collect from you
- Clearly explain how we will use the information that you provide to us
- Share your information only with whom and in such manner as is described in this policy
- Implement and utilize safe and secure physical and information systems to protect private information.

### Information That We Collect and Its Use

WEX collects information: 1) from you and from certain third parties when you submit a WEX Inc. Commercial Credit Application; 2) in the form of transaction data when you use your WEX Inc. card; 3) when you submit a request for information about WEX Inc. programs via e-mail; 4) through the use of web tracking software; and 5) from third parties to help us identify products and services which may be useful to you.

#### 1. Transaction Data

When a cardholder uses their WEX Commercial Card we collect transaction data which may be viewed via your WEXOnline account. Such data typically includes the following information:

- Name of cardholder
- Transaction Date
- Card/account number
- Total dollar amount of transaction
- Vehicle Number, if any
- Driver identification number, if any
- Vehicle odometer reading, if any, as entered by the cardholder
- Amount of fuel purchased, if any
- Price per gallon of fuel purchased, if any
- Non-fuel items purchased, if any
- User established product restrictions, if any
- Merchant at which the transaction occurred
- For certain programs, cardholder contact information

WEX uses transaction data gathered when you use your WEX Commercial Card for the purpose of processing the transactions as well as for other lawful commercial purposes. The transaction data is critical to our ability to provide billing, electronic bill paying and presentment products ("EBPP") and reporting to you.

For some WEX commercial card programs, transaction data is collected by a third-party processor and transmitted to WEX. Please refer to Section C(2) below for additional information about information sharing with third parties.

## 2. Web Tracking Software

WEX utilizes web tracking software that allows us to collect and store information such as the name of the domain from which you access the Internet, the date and time that you access our site, the Internet address of the website from which you linked to our site, and the pages that you visited while on our web site.

WEX uses the information collected as a result of our web tracking software to help diagnose problems with our server, to track user traffic patterns, and to administer our website. This information allows us to determine which areas are of most interest and use to our visitors, which avenues of site promotion are most effective and at what time we can expect peak usage.

## 3. Supplemental Information.

WEX may supplement the information that you provide with additional information we receive from third parties, including service providers, credit bureaus and industry trade groups. We treat any supplemental information we receive from third parties as carefully as the information that you provide to us directly.

WEX may use aggregated application information or transaction data for internal and external analytical purposes. Further, WEX may utilize aggregated information or data for marketing purposes. However, aggregated information and data will not be identified with any particular applicant, individual customer or individual cardholder.

## **With Whom We Share the Information We Collect**

### 1. Within Our Company

Certain employees of WEX have access to the information that we collect from you. All employees of WEX are required to maintain and keep all such information confidential and to abide by the terms of this policy for WEXOnline® as well as the Joint Privacy Policy for WEX Inc LLC and WEX Bank.

WEX may use the personally identifiable information that you provide, such as your postal address and/or e-mail address to send promotions or solicitations for products or services.

### 2. With Third Parties

WEX may from time to time retain the services of third-party technical service providers and consultants. These third parties are only allowed access to the information that we collect to the

extent that is required for them to perform the tasks for which they were retained. These third parties are contractually obligated to maintain confidentiality and further must agree to be bound by WEX's privacy policies and applicable confidentiality agreements.

If a customer uses a Co-Branded or Private Label card, the Co-Brand or Private Label partner is given limited access to transaction data that allows them to determine what products are purchased by the customer and to tailor their services accordingly.

Certain Co-Brand or Private Label partners may be provided with aggregated customer information to be used for internal and external analytical purposes. WEX may also sell aggregated customer information to third parties for marketing or other purposes. Such aggregated customer information does not identify any particular applicant, individual customer or individual cardholder.

WEX also shares limited transaction information with merchants who accept our cards. The information that is provided to merchants is limited to transaction exceptions that provide justifications to the merchant when we will not reimburse them for a transaction (e.g. Invalid Fleet or Invalid Vehicle). Such information sharing serves the additional purpose of assisting WEX and the merchant in identifying and correcting processing errors to make our products easier and more convenient to use.

Subject to applicable legal restrictions, WEX may sell the personally identifiable information that we have collected about certain of our commercial customers to third parties for marketing purposes if we reasonably believe that such third parties can offer products or services that would be beneficial to those customers.

WEX may disclose or exchange with third parties any information that you have provided to us if we believe in good faith that the law requires us to do so or if it is necessary to protect the rights or property of WEX or our users. Additionally, as we continue to grow as a business, we may acquire or be acquired by another company. In such a transaction, customer information will most likely be one of the transferred assets.

## Additional Privacy Issues

### 1. Consumer Privacy Rules

The objective of this WEX Online Privacy Policy is to provide you with a clear, concise and accurate statement of how WEX handles customer information. Please note that our products and services, including WEX Online, are intended to be used only for commercial and business purposes. As our products and services are not intended to be used for personal, family or household purposes, consumer privacy protection laws and regulations, including (without limitation) the federal Gramm-Leach-Bliley Act, do not apply to our information handling practices. This Privacy Policy is not a statement of intent to be bound by or comply with such laws and regulations.

### 2. Security

WEX recognizes the importance of secure online interaction, and we utilize a number of methods to safeguard your transmissions. Our website is hosted on secure servers with firewall protection. We maintain Secure Site status that is verified by security industry leader VeriSign, Inc. All information gathered on our website is encrypted during transmission with 128-bit SSL RSA-encryption and stored within secure databases protected by multiple firewalls. As effective as current encryption technology is, however, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information provided via our website will not be intercepted while being transmitted to us over the Internet.

### 3. Children

WEX provides only business services and does not intend to collect or knowingly collect any information from or about children. It is possible that a child may impersonate a company representative and attempt to access or use WEX Online and, in so doing, provide the child's name, address, phone number, fax number, email address and other identifying information. When such information is received and WEX is aware that the individual providing the information is a child, the information is used only to reject the child's application and is immediately deleted.

by WEX. Such information is never shared with third parties. WEX cannot always determine if a visitor to its website or the sender of an email is a child.

#### 4. Cookies

Our website makes use of a standard feature of browser software called a "cookie" to assign each visitor a unique, random number. A cookie is a file that identifies a computer as a unique user. Cookies may be used to facilitate your use of our website, to maintain site security and to improve our website. Most browsers are initially set up to accept cookies. You may be able to reset your browser to refuse all cookies or to indicate when a cookie is being sent. If cookies are disabled, however, our website (and other websites) may be harder to use. A cookie can not read data stored on the hard drive of a computer.

#### 5. Links to Other Sites

Our website contains links to other sites whose information practices may be different than ours. If you click on a banner or other hyperlink, you may be transferred off of WEXOnline. Our inclusion of hyperlinks to these web sites does not imply any endorsement of the material on such web sites or associations with the operators of the websites. Our privacy policy does not extend to these sites or the internet. You should consult the other sites' privacy notices as WEX has no control over information that is submitted to, or collected by, these third parties and how that information is used.

### **Privacy Policy Changes**

WEX reserves the right to change our policies (including this Privacy Policy) at any time. If we decide to change this Privacy Policy, we will post such changes to our website so that you may be aware of our actions. Any change to this Privacy Policy will become effective thirty (30) days after it is initially posted on our website.

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## WEX Fleet ClearView™ Platform Terms and Policies

**Please read these terms carefully before using this Website.**

**1. General:**WEX, Inc. ("we," "us" and "our") will provide the [ClearView](#) platform ("CV") to the Company named in this Enrollment Form (also known as "you", and "your") subject to the following terms of use (the "Terms"). These Terms supplement the general terms of use for our online products as well as your credit agreement with WEX Bank or an approved WEX Issuer and may be used by you only for the purposes set forth in these Terms. You agree to abide by the Terms which shall be applicable to you upon your completion of this Enrollment Form. If you have any questions, please call our Customer Service department at 1-800-492-0669.

**2. Purpose of WEX Fleet ClearView:**The goal of CV is to allow you to perform data analysis for your Accounts (the "Purpose") through the use of this platform. You agree not to use CV for any purpose except to perform analysis on your Account data.

**3. Link and License:**You may access CV using the user login information we provide. We grant you a non-exclusive, non-transferable, limited right to log in and access CV. You agree not to purposefully interrupt or attempt to interrupt the operation of CV, its services or system resources in any way and you may not modify CV in any way nor upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files.

**4. Access and Security:**You will access CV using the Internet and your Internet service provider through portals provided by WEX and subject to the terms previously agreed to under your credit agreement with WEX Bank and any online terms previously agreed to for access to our products and features via our online portals.

**5. Important Disclosures:**The availability and effectiveness of portions of CV is dependent upon product codes that the merchant transmits to us. The product codes are assigned by each merchant, and as such, we are not responsible for inappropriate product code assignment.

Two features currently deployed in a beta phase offer the ability to manually update product codes and odometer readings. Both features are intended to be expanded to use algorithms to automatically update incorrect information. However, as these features are in a beta phase, we make no warranty that use of such functionality will be error free or that defects, if any will be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this correction functionality, in particular but not limited to any subsequent tax filings that you may make using reporting features on CV. WEX does not recommend that you use CV to submit for any fuel tax exemption reimbursements as revenue agencies may not accept this as evidence of your purchase and may still require actual sales receipts. Product code and odometer updates that are made in CV are not integrated with any other WEX systems or reporting.

On occasion, we will make new modules and functionality available for fleets as a trial and provide feedback. We make no warranty that this new functionality will be error free or that defects, if any will be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this functionality. Further, we reserve the right to discontinue any features or functionality that are offered as part of a trial.

CV works best with more current versions of internet browsers, such as Chrome and Firefox. Use of older browsers, more specifically Internet Explorer (IE), is not recommended and should not be used to access and use CV. We assume no responsibility for sub-optimal CV use that may result by using a non-recommended browser.

We will make an attempt to port in data from other programs and systems, such as customer generated or third party data. We make no warranty that we will be able to successfully import non-WEX originated data into CV or that if successful this data will be error free or that defects, if any, will be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this data.

Data, such as transactional data from a card swipe, could take up to 24-48 hours to load into CV.





**6. Modifications:**We reserve the right to modify, change or discontinue any aspect of CV and the products and services accessed via CV at any time upon 15 days prior written notice. We may also impose limits on certain features and services or restrict your access to parts or all of CV without liability.

**7. Versions:**New Versions:We may publish revised and/or new versions of both modules and documentation, such as the CV Quick Start Guides, from time to time ("New Version" or "New Versions").

Effect of New Versions:When a New Version is published and/or revised, we may modify the Terms applicable to the New Version. You may commence using the New Version once published and/or revised at your election. You will be required to agree to any additional terms of use for a New Version prior to using any New Versions.

Retirement of Versions:We may make CV product obsolescence and retirement decisions that maximize customer and marketplace benefits. We will notify you of such planned obsolescence and retirement decisions.

**8. Representations and Warranties:**CV is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, or fitness for a particular purpose. Notwithstanding the foregoing, we represent and warrant that to the best of our knowledge and belief: (i) the content developed by us available through CV: (a) does not and will not infringe any copyright, trademarks or trade secrets of any third party; and (b) does not and will not constitute a defamation or invasion of the rights of privacy or publicity of any kind of any third party, and (ii) CV does not violate the laws, statutes or regulations of any jurisdiction.

**9. Assignment:**You may not sell, assign, transfer or otherwise convey any of your rights or delegate any of your duties under these Terms without our prior written consent.

**10. Independent Parties:**Nothing in these Terms shall be deemed to constitute, create, give effect to, or otherwise recognize a partnership, joint venture or formal business entity of any kind or create a fiduciary or similar relationship between the parties not in existence prior to the effective date of these Terms; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

**11. Questions:**For questions concerning these Terms or CV, please call the following number: 1-800-492-0669, or send inquiries to: WEX, Inc., 97 Darling Avenue, South Portland, ME 04106. Be sure to include your account number with all inquiries.

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## Privacy Policy

WEX Inc. on its behalf and on behalf of its card issuers, including its subsidiaries, WEX Bank and WEX Canada, and WEX Bank (hereinafter collectively referred to as "WEX") recognize the importance of protecting your privacy and safeguarding the confidentiality of your sensitive information. Because of this, WEX offers the following statement of our joint commitment to privacy protection. This policy relates specifically to information we collect as a result of/in connection with your use of this Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy.

Information privacy is important to you. Protecting your information privacy is critical to us. Therefore, we commit to:

- Adhere to our privacy policies
- Give you clear notice of what information we ask you to divulge and what information we collect from you
- Clearly explain how we will use the information that you provide to us
- Share your information only with whom and in such manner as is described in this policy



- Implement and utilize safe and secure physical and information systems to protect private information.

- **Information That We Collect**

WEX collects information: 1) from you and from certain third parties when you submit a Commercial Credit Application for a program serviced by WEX or its card issuers; 2) in the form of transaction data when you use your card; 3) when you submit a request for information about WEX programs via e-mail; 4) through the use of web tracking software; and 5) from third parties to help us identify products and services which may be useful to you.

- **Transaction Data**

- When a cardholder uses their Commercial Card we collect transaction data which may be viewed via your online account. Such data typically includes the following information:

- Name of cardholder
    - Transaction date
    - Card/account number
    - Total dollar amount of transaction
    - Vehicle number, if any
    - Driver identification number, if any
    - Vehicle odometer reading, if any, as entered by cardholder
    - Amount of fuel purchased, if any
    - Price per gallon of fuel purchased, if any
    - Non-fuel items purchased, if any
    - User-established product restrictions, if any
    - Merchant at which the transaction occurred
    - For certain programs, cardholder contact information

- WEX uses transaction data gathered when you use your WEX Commercial Card for the purpose of processing the transactions as well as for other lawful commercial purposes. The transaction data is critical to our ability to provide billing, electronic bill paying and presentment products ("EBPP") and reporting to you.
  - For some WEX commercial card programs, transaction data is collected by a third-party processor and transmitted to WEX. Please refer to the additional information below about information sharing with third parties.

- **Web Tracking Software**

- WEX utilizes web tracking software that allows us to collect and store information such as the name of the domain from which you access the Internet, the date and time that you access our Website, the Internet address of the Website from which you linked to our Website, and the pages that you visited while on our Website.
  - WEX uses the information collected as a result of our web tracking software to help diagnose problems with our server, to track user traffic patterns, and to administer our Website. This information allows us to determine which areas are of most interest and use to our visitors, which avenues of site promotion are most effective and at what time we can expect peak usage.

- **Supplemental Information**

- WEX may supplement the information that you provide with additional information we receive from third parties, including service providers, credit bureaus and industry trade groups. We treat any supplemental information we receive from third parties as carefully as the information that you provide to us directly.





- WEX may use aggregated application information or transaction data for internal and external analytical purposes. Further, WEX may utilize aggregated information or data for marketing purposes. However, aggregated information and data will not be identified with any particular applicant, individual customer or individual cardholder.
- **With Whom We Share the Information We Collect**
- **Within Our Company**
  - Certain employees of WEX have access to the information that we collect from you. All employees of WEX are required to maintain and keep all such information confidential and to abide by the terms of this Privacy Policy.
  - WEX may use the personally identifiable information that you provide, such as your postal address and/or e-mail address to send promotions or solicitations for products or services.
- **With Third Parties**
  - WEX may from time to time retain the services of third-party technical service providers and consultants. These third parties are only allowed access to the information that we collect to the extent that is required for them to perform the tasks for which they were retained. These third parties are contractually obligated to maintain confidentiality and further must agree to be bound by WEX's privacy policies and applicable confidentiality agreements.
  - If a customer uses a Co-Branded or Private Label card, the Co-Brand or Private Label partner is given limited access to transaction data that allows them to determine what products are purchased by the customer and to tailor their services accordingly.
  - Certain Co-Brand or Private Label partners may be provided with aggregated customer information to be used for internal and external analytical purposes. WEX may also sell aggregated customer information to third parties for marketing or other purposes. Such aggregated customer information does not identify any particular applicant, individual customer or individual cardholder.
  - WEX also shares limited transaction information with merchants who accept our cards. The information that is provided to merchants is limited to transaction exceptions that provide justifications to the merchant when we will not reimburse them for a transaction (e.g. Invalid Fleet or Invalid Vehicle). Such information sharing serves the additional purpose of assisting WEX and the merchant in identifying and correcting processing errors to make our products easier and more convenient to use.
  - Subject to applicable legal restrictions, WEX may sell the personally identifiable information that we have collected about certain of our commercial customers to third parties for marketing purposes if we reasonably believe that such third parties can offer products or services that would be beneficial to those customers.
  - WEX may disclose or exchange with third parties any information that you have provided to us if we believe in good faith that the law requires us to do so or if it is necessary to protect the rights or property of WEX or our users. Additionally, as we continue to grow as a business, we may acquire or be acquired by another company. In such a transaction, customer information will most likely be one of the transferred assets.
- **Additional Privacy Issues**
- **Consumer Privacy Rules**



The objective of this Privacy Policy is to provide you with a clear, concise and accurate statement of how WEX handles customer information. Please note that our products and services are intended to be used only for commercial and business purposes. As our products and services are not intended to be used for personal, family or household purposes, consumer privacy protection laws and regulations do not apply to our information handling practices for these programs. This Privacy Policy is not a statement of intent to be bound by or comply with such laws and regulations.

- **Security**

WEX recognizes the importance of secure online interaction, and we utilize a number of methods to safeguard your transmissions. Our Website is hosted on secure servers with firewall protection. WEX uses Secure Socket Layer (SSL) encryption technology on our Website and information that is gathered is stored within secure databases protected by multiple firewalls. As effective as current encryption technology is, however, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information provided via our Website will not be intercepted while being transmitted to us over the Internet.

- **Children**

WEX provides only business services and does not intend to collect or knowingly collect any information from or about children. It is possible that a child may impersonate a company representative and attempt to access or use this Website and, in so doing, provide the child's name, address, phone number, fax number, email address and other identifying information. When such information is received and WEX is aware that the individual providing the information is a child, the information is used only to reject the child's application and is immediately deleted by WEX. Such information is never shared with third parties. WEX cannot always determine if a visitor to its Website or the sender of an email is a child.

- **Cookies**

Our Website makes use of a standard feature of browser software called a "cookie" to assign each visitor a unique, random number. A cookie is a file that identifies a computer as a unique user. Cookies may be used to facilitate your use of our Website, to maintain site security and to improve our Website. Most browsers are initially set up to accept cookies. You may be able to reset your browser to refuse all cookies or to indicate when a cookie is being sent. If cookies are disabled, however, our Website (and other Websites) may be harder to use. A cookie cannot read data stored on the hard drive of a computer.

- **Links to Other Websites**

Our Website contains links to other sites whose information practices may be different than ours. If you click on a banner or other hyperlink, you may be transferred off of this Website. Our inclusion of hyperlinks to these web sites does not imply any endorsement of the material on such web sites or associations with the operators of the websites. Our Privacy Policy does not extend to these sites or the internet. You should consult the other sites' privacy notices as WEX has no control over information that is submitted to, or collected by, these third parties and how that information is used.

- **Privacy Policy Changes**

WEX reserves the right to change our policies (including this Privacy Policy) at any time. If we decide to change this Privacy Policy, we will post such changes to our Website so that you may be aware of our



actions. Any change to this Privacy Policy will become effective thirty (30) days after it is initially posted on our Website.

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## **Internet Security**

- **Security of Your Data on the WEX Fleet ClearView Platform**

In order to access your data through WEX Fleet ClearView Platform, you will be required to enter a user ID and password. The user ID and password are uniquely associated with your WEX Fleet ClearView account and restrict unauthorized users from viewing or retrieving data and reports. For a second layer of security, the WEX Fleet ClearView Platform employs a sophisticated firewall that protects the web and database servers from hackers and intruders attempting to gain access to your fleet data.

- **Security of Your Data across the Internet**

A third layer of security is data encryption, or SSL, between the web server and your browser. Encryption helps prevent technically sophisticated individuals who have the desire, tools, and opportunity from intercepting your data as it travels over the Internet.

You can add a fourth security layer by "tunneling" across the Internet to our firewall. Tunneling requires installation of additional software and a fixed IP address, which may be acquired from your local systems administrator or Internet service provider.

- **Internal Security for User IDs and Passwords**

Anyone possessing your user ID and password can access your account and view data. You must keep your User ID and password confidential. Should you believe unauthorized persons have access to either your User ID or password notify your WEX Account Manager immediately.

Technical questions and concerns relating to security should be directed to the WEX Inc. Webmaster at [webadmin@wexinc.com](mailto:webadmin@wexinc.com). For questions relating to usage, call your WEX Account Manager.

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## Thank you for your interest in our Tax Exemption and Reporting Program

The WEX Tax Exemption and Reporting Program can significantly reduce accounting and administrative time for qualified fleets exempt from motor fuel excise taxes or certain sales taxes — at Federal, state, county or local levels.

Benefits include:

- Net billing of federal excise tax on applicable fuel purchases at any location.
- Net billing of state, local, county and special tax on applicable fuel purchases at participating merchant brands based on local tax laws.
- Detailed reporting of the purchase data and tax exemption.

Exemptions are dependent upon several factors, such as your tax-exempt status for fuel purchases, the taxing jurisdiction's laws, regulations and requirements, and for most state, county and local taxes, merchant participation. In the event that a transaction cannot be billed "net of tax", you will receive detailed reporting showing the full purchase price and the tax paid.

**Before we can start billing you net of applicable taxes on fuel transactions based upon your eligibility, you will need to complete the following required documentation:**

- 1 Tax Exemption and Reporting Program Enrollment form (enclosed)
- 2 Certificate of Buyer of Taxable Fuel form for federal exemptions (enclosed)
- 3 Any required State forms – obtain these from the appropriate state governing body.

Please review the enclosed Frequently Asked Questions sheet for helpful information on the program.

**IMPORTANT: You must fill out all forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions on the enrollment form carefully.**

IRS regulations require that WEX Inc obtain from you, your certification that you are eligible to receive exemptions from federal excise taxes. For all other taxing jurisdictions (state, county, local) you may need to submit similar certifications as required by the different taxing jurisdictions. The state certifications may, in most cases, be obtained from the appropriate state's tax department. **WEX must have all applicable documents on file prior to providing you with exemptions.** It is the customer's responsibility to make sure WEX has all of the necessary current forms properly filled out in order to be billed "net of tax".

If you have any questions about the program or the enclosed materials, please call us at **1-866-841-3542.**

Thank you for your business, and we look forward to providing you with the benefits of this comprehensive Tax Exemption and Reporting Program.

Sincerely,

WEX Inc. Tax Exempt Department

## Tax Exemption & Reporting Program Frequently Asked Questions

**Q: If my fleet begins fueling before I have provided all necessary tax exemption paperwork, what will occur?**

We will not be able to bill you net of taxes or report tax exemptions until we have received all necessary forms and completed the qualification and setup process.

**Q: When will taxes begin to be exempted?**

Once we receive all the properly completed forms, we will complete the tax exemption setup in approximately 3 business days. We will then begin calculating applicable exemptions. It is your responsibility to notify us of any errors or omissions that you feel may have occurred. If you notice any problems, contact the tax department at 1-866-841-3542.

**Q: How can I determine my fleet's tax-exempt status for fuel, as well as what type of forms I need?**

Contact your local Department of Revenue for free help and answers regarding your tax-exempt status for fuel and necessary forms. They can best assist you with questions of this nature.

**Q: Will my fleet be exempted from federal fuels excise taxes?**

Yes if you are a qualified entity. Federal law effective January 1, 2006 allows a card issuer to invoice qualified fleets net of federal gasoline and federal diesel excise tax for transactions that occur wherever cards are accepted in all 50 states. In order to be exempted from federal fuels excise taxes, you will need to complete a Certificate of Buyer of Taxable Fuel in the name of the card issuer.

**Q: Does my tax-exempt status apply in all states and localities?**

The local Department of Revenue, in each state that your fleet will be fueling, will be able to help you determine exemption eligibility for each state and locality respectively.

**Q: Will I receive state and local exemptions anywhere I can fuel with the card?**

Not necessarily. Merchant brand participation in our tax program is optional in most states. Merchant participation is not necessary in the following states: Maine, Georgia, Michigan, North Carolina, Alabama, New York and New Jersey.

**Q: What do I do if my tax-exempt status changes?**

You should immediately notify us by calling the WEX Inc Tax Exempt Department at 1-866-841-3542.

**Q: Do any of these forms expire and if so will I be notified prior to the expiration?**

Yes. Federal forms expire every 24 months and certain state forms expire as well. Starting at 120 days prior to the expiration of your tax exemption form(s), we will send you three monthly reminders that renewed forms are required. If we have not received renewed tax exemption forms by the expiration date, the tax exemption process will cease until we receive the necessary paperwork and no credits will be given.

**Q: Will my fleet be exempted from taxes on non-fuel products?**

The Tax Exemption Program provides applicable tax exemption and reporting for **motor fuel taxes only**; however, merchants may provide us with non-fuel transaction data net of tax on a fleet-by-fleet basis at their discretion. The fleet will need to supply the merchant with proper documentation of their tax-exempt status at the point of sale for this to occur.

**Q: What if my fleet is entitled to a refund for motor fuel taxes that cannot be exempted up front through the WEX program?**

In these instances, the "non-exemptable" tax is reported (not exempted) on your fleet report. These reported taxes appear at the transaction level and at a summary level, providing you with supporting documentation, which can help you when filing for a refund of the non-exempted taxes.

**Q: What types of tax information reporting will I receive?**

At the transaction level, your fleet report will provide Gross Cost, Exempted Amount, Net Cost and Reported Taxes (for non-applicable taxes). Additionally, a Tax Exemption Summary will provide a detailed list of all taxes exempted, sorted by state and by tax type. Finally, a Tax Reported Summary will provide a detailed list of all taxes reported, sorted by state and by tax type.

**Q: How do I know how many forms to send in?**

If you qualify for Federal exemptions, you need to send in one form per account or one form with a letter certifying all accounts belonging to the same FEIN. If a new account is added in the future, a new form or amended certification letter will need to be sent. For state exemptions, each state is different and will be addressed on an individual basis.

**Q: What if I believe there is an error with my exemptions?**

You must notify WEX in writing within sixty (60) days of the billing date of the alleged error. WEX requests that the customer provide as many details regarding the error as possible including, but not limited to: transaction date and time, dollar amount and reason for alleging an error.

# CERTIFICATE of BUYER of TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a)(4)(B) or § 6427(l)(6)(D) of the Internal Revenue Code.)

**WEX Account Number (if known):** \_\_\_\_\_

**Federal Tax Identification Number:** \_\_\_\_\_

**Certification:**

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer):

\_\_\_\_\_

Of (Certifying Entity): \_\_\_\_\_

Entity Physical Address: \_\_\_\_\_

\_\_\_\_\_

Entity Phone Number: \_\_\_\_\_

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by (Credit Card Issuer):

WEX BANK

Credit Card Issuer Address: 111 East Sego Lily Dr, Suite 250

Sandy, UT 84047

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

- |   |  |
|---|--|
| <input type="checkbox"/> State government                           | <input type="checkbox"/> American Red Cross or Blood Collection Center               |
| <input type="checkbox"/> Local government                           | <input type="checkbox"/> Indian Tribe  |
| <input type="checkbox"/> Public nonprofit educational organization  | <input type="checkbox"/> Volunteer Fire/Rescue                                       |
| <input type="checkbox"/> Private nonprofit educational organization | <input type="checkbox"/> Foreign Diplomat (you must provide a copy of your PID Card) |

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by WEX BANK, the above-named Credit Card Issuer.

Certification will be valid for twenty-four consecutive calendar months commencing upon completion and remittance of this Certificate. WEX Inc. may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Email or FAX completed forms to [TaxExemptForms@WEXINC.Com](mailto:TaxExemptForms@WEXINC.Com) or 1-207-523-7104**

<b>INTERNAL USE ONLY</b>	Sales Representative:	
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# Tax Exemption & Reporting Enrollment Form

## Instructions:

1. Complete part A and sign form at the bottom.
2. Attach FEDERAL Certificate of Buyer and STATE forms (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email [GovTaxServices@WEXInc.com](mailto:GovTaxServices@WEXInc.com).
4. E mail completed forms to [TaxExemptForms@WEXInc.com](mailto:TaxExemptForms@WEXInc.com), fax to 1-207-523-7104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

## A. ACCOUNT INFORMATION

Fleet Name:	WEX Account Number (if known):
Authorized Fleet Contact:	Phone No.:
Fleet Contact email:	Fax No.:
Federal Taxpayer ID Number:	
<p><b>IMPORTANT:</b> Eligibility may be limited based on applicable federal, state and local laws. You must fill out these forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.</p>	

## B. MOTOR FUEL TAX

- Tax regulations require us to maintain current copies of the following applicable forms, based on your eligibility:
  1. **Federal** — A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
  2. **State** — Applicable state forms. (Obtain these from the appropriate state governing body.)
- **Once we receive all of your properly completed documentation we will complete the tax exemption set up on your account within approximately three business days and start billing you net of the applicable taxes.**

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

**X** Authorized Fleet Signature

Date:

USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.



# Tax Exemption & Reporting Enrollment Form

## C. TERMS AND CONDITIONS

This Tax Exemption and Reporting Enrollment Form modifies your charge card agreement based on your participation in the Tax Exemption and Reporting Program ("Program"). Your signature on this form and your continued use of your account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in your charge card agreement with us unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

### TAX EXEMPTION AND REPORTING PROGRAM

- a. The Tax Exemption and Reporting Program (the "Program") permits qualified tax-exempt fleets to be billed net of certain "Applicable Taxes" (as defined herein). By completing this enrollment form you are electing to participate in the Program. We will enroll you in the Program upon receipt by us of all of your enrollment materials, including all required certificates, and validation of your tax-exempt status. Upon completion of your enrollment, your invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein). Your reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which you have provided the proper documentation to us showing your exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption<sup>1</sup>.
- b. As your credit card issuer we have elected to provide you with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. We will file a claim for refund with the Internal Revenue Service for these taxes. You agree that you may not file a claim for refund of any federal excise tax exempted by us and not billed to you by us.
- c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in our Program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in our Program will be billed to you with the tax included regardless of your exempt status. In these instances your reporting will contain a detailed listing of your transactions and the taxes charged to you. This information may assist you in filing your own claims for refunds if you so desire. You agree that you may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to you by us.
- d. The tax certificates and other pertinent documentation on which your exemption is based must be received by us from you in order for us to provide you with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for us or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. We shall have no responsibility to verify the correctness of the certificate supplied by you and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as we are notified by you in writing of a change in any such data. We reserve the right to terminate your participation in the Program, provided, however, that such termination shall not terminate the underlying Agreement between you and us.
- e. We shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by you. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt<sup>1</sup>. If we are obligated to reimburse a participating merchant for any actual loss incurred or rebill you for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to you, you hereby agree to reimburse us for said losses incurred.
- f. For non-fuel transactions, merchants may provide transaction data to us net of tax at their sole discretion. You would need to supply the merchant with proper documentation of your tax-exempt status at the point of sale. The merchant will send the transaction to us and we will bill you net of tax for those transactions. You will not receive reporting of taxes levied or exempted for non-fuel purchases.
- g. We shall comply with reasonable requests for information retrieval made by you. A fee may be charged by us for such requests, which relate to information which was presented to you more than ninety (90) days ago.
- h. We cannot apply exemptions to transactions that occurred prior to our receipt and acceptance of your completed certificates.
- i. We shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. We shall recalculate taxes only in cases where we miscalculated the original taxable transaction.
- j. We disclaim all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall we be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any inaccurate or incomplete report. You hereby agree to hold us harmless and defend us from and against all liabilities, damages, costs and expenses, including taxes, penalties, interest and attorneys' fees, which you may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

<sup>1</sup> Subject to the appropriate taxing jurisdiction's laws, regulations and requirements.



# WEX UNIVERSAL – TERMS AND CONDITIONS FOR NEBRASKA GOVERNMENT FLEETS

WEX Bank, a federally-insured Utah industrial bank (“Issuer”), would like to provide and propose the following terms (the “Agreement”) to be included in any resulting contract between Issuer and your contracting agency or entity (“Customer”). The Agreement is specifically related to our product offering and banking regulations for issuing credit.

The definitions on Schedule A apply for purposes of this Agreement.

## **1. Use of Account.**

The Account may be used to make purchases at merchants participating in the WEX network. Customer agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Customer shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited.

## **2. Account Users.**

2.1 Customer shall designate Account Users as well as those contacts authorized to: (a) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (b) provide vehicle, driver and other information; (c) receive all Account numbers, Cards or reports; (d) receive other Account information; and (e) select additional products and/or services that may be offered. Customer will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer’s customer service department or through Issuer’s online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Customer’s behalf. Unless Customer reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any employee misuse of Cards.

2.2 Customer is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Customer in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account. Customer agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Customer is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

## **3. Credit Limit and Authorizations.**

3.1 Issuer will notify Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. Customer shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Customer. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

## **4. Controls.**

4.1 Customer may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant’s adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to notify Customer after any modification to a Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer’s specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Controls in a

manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Control settings selected by Customer or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

## **5. Billing and Payments.**

5.1 Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject. Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer’s requirements.

5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer’s facility to posting of the check amount to the Account.

5.5 For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the “Cut-off Time”) will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer’s online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.

5.6 Regardless of payment method, Customer must ensure that Customer’s account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

## **6. Reports.**

Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Customer is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

## **7. Late Fees.**

7.1 Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject.

## **8. Other Fees.**

In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

## **9. Disputed Amounts.**

9.1 Customer shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Customer may dispute an amount reflected on a billing statement if: (a) the amount does not reflect the face value of the Transaction; (b) the amount being disputed is a fee that is not properly accrued under this Agreement; or (c) Customer does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Customer or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Customer, which does not constitute Unauthorized Use or relieve Customer from liability for the Transaction.

**9.4** Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Customer may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

## **10. Unauthorized Use.**

**10.1** If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will notify Issuer by immediately calling **1-866-544-5796**. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

**10.2** Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use of a Card or Account: **(a)** that occurs before Customer provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or **(b)** Issuer determines that such Unauthorized Use would have been prevented by Customer adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

**10.3** If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars (\$50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

**10.4** Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

## **11. Representations by Customer.**

Customer represents and warrants to Issuer that: **(a)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(b)** that Customer's execution and performance of this Agreement **(i)** does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty arising in law or equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** if Customer is an organization, is within the organizational powers of Customer and has been authorized by all necessary organizational action of Customer.

## **12. Other Obligations of Customer.**

**12.1** Customer shall provide information requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users.

**12.2** Issuer may investigate the financial condition of Customer and its subsidiaries and affiliates at any time. If requested, Customer agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over-year and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

**12.3** Customer agrees to provide written notice **(a)** in advance of any change to its legal name or in the ownership of Customer, **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets, **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings, or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

## **13. Amendment.**

Customer agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Customer with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

## **14. Term and Termination.**

**14.1** This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification

of products or services.

**14.2** Customer shall exercise its termination right under Section 14.1 by providing written notice to Issuer. Issuer shall have a reasonable amount of time to terminate the Account after receiving a notice of termination from Customer. Issuer shall provide Customer with any notice required by applicable law in connection with the exercise of its termination right under Section 14.1.

**14.3** Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

**14.4** The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Customer has performed all of its obligations under this Agreement. As a result, after termination, Customer remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

**14.5** Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Customer or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

## **15. Default by Customer.**

**15.1** Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its affiliates; or **(h)** any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

**15.2** If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement. If Issuer suspends all services and obligations, Customer agrees to pay the Reactivation Fee shown in Schedule B.

## **16. Foreign Transactions.**

**16.1** Cards are issued for use by Customer's operations based in the United States, but may be used in Canada. Customer may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as reflected in the Fee Schedule (unless such fee is waived).

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

## **17. Limitations on Liability.**

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

# WEX UNIVERSAL – TERMS AND CONDITIONS FOR NEBRASKA GOVERNMENT FLEETS

law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

**17.1** Issuer is not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

## **18. Waivers.**

**18.1** THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

**18.2** Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

## **19. ARBITRATION.**

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

**19.1** This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

**19.2 Covered Claims.** (a) Customer or Issuer may arbitrate any claim, dispute or controversy between Customer and Issuer arising out of or related to this Account, any previous related Account, the relationship between Customer and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Customer and the term "Customer" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." (b) If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. (c) Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Customer or Issuer, or by a Person making a Claim through Customer or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

**19.3 Arbitration Limits.** (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. (b) Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

**19.4 How Arbitration Works.** (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Customer's billing address. (b) If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. (c) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. (d) The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable

statute of limitations, and may award damages or other relief under applicable law.

(e) The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

**19.5 Paying for Arbitration.** Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

**19.6 The Final Award.** (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. (b) A final award may be entered in any court of appropriate jurisdiction.

**19.7** If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Customer and Issuer.

## **20. Confidentiality.**

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; (d) is disclosed by Issuer to its financial services regulators; (e) is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or (f) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

## **21. Program Information.**

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Customer to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Customer chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: <https://www.wexinc.com/privacy-policy/>. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

## **22. Assignment.**

Customer may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

## **23. Miscellaneous.**

**23.1** Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior

authorization from Customer.

**23.2** Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Customer consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

**23.3** Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

**23.4** This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

**23.5** If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

**23.6** Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

**23.7** No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

**23.8** No Person other than a Party to this Agreement shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third party beneficiary of this Agreement.

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

**23.10** If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

**23.11** This Agreement, any notices in connection with this Agreement, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**23.12** Customer consents to be contacted by Issuer and its agents, representatives, affiliates, or anyone calling on Issuer's behalf for any and all purposes arising out of or relating to Customer's account, at any telephone number, or physical or electronic address provided by Customer or an Account User or at which Customer or an Account User may be reached. Customer agrees that Issuer may contact Customer and Account Users in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by an Account User or someone else. In the event that an agent or representative calls, they may also leave a message on Customer's or the Account User's answering machine, voice mail, or send one via text.

**Schedule A**

**Definitions**

"Account" means the charge card account provided to Customer by Issuer. An Account may be accessed by a Card or an account number.

"Account User" means Customer or any other Person that Customer has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.

"Billing Cycle" means the time interval between the dates of Customer's regular billing statements. Customer's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

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

"Card" means a plastic card provided by Issuer that may be used to access an Account.

"Controls" are a set of authorization tools designed to assist Customer with managing Transactions.

"Credit Limit" is the amount of credit assigned to Customer's Account as established by Issuer from time to time.

"DIN" means the identification number associated with an Account User or Card.

"Due Date" means the date the repayment of the balance of the Account is due as provided on a billing statement.

"Fee Schedule" means the List of Fees included as Schedule B.

"Guarantor" means any Person who guarantees the obligations of Customer under this Agreement.

"Monthly Gallons" means all gallons of fuel purchased using Cards at retail locations that are billed during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot) and large general merchandise retail chain locations (i.e., "big box stores") is excluded from the Monthly Gallon amount for purposes of determining the applicable rebate percentage to apply. Due to billing cycle cut off dates and monthly calendar variances billing statements for a particular month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.

"Monthly Retail Transactions" means the total amount of all purchases made using Cards at retail (not bulk, aviation, mobile or private site) locations that appear on billing statements billed to Customer in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to the Accounts (such as returned check fees, collection costs, administrative fees and reporting fees); or (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot); (iii) transactions that were billed to Customer as a repriced transaction (either cost-plus or retail minus) at select merchants; (iv) amounts posted to an Account which has been disputed or associated with a Card that has been reported lost or stolen; or (v) transactions at any large general merchandise retail chain locations (i.e., "big box stores"). Due to billing cycle cut off dates and monthly calendar variances, billing statements may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced. Issuer shall pay to Customer a rebate subject to the terms and conditions defined below. Customer understands that it is possible to qualify for either, neither, or both a Volume Rebate or Payment Timing Rebate.

"Party" means Bank or Customer and "Parties" means Issuer and Customer.

"Person" means an individual, corporation, partnership, limited liability company, trust or other organization.

"Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

"Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

**Schedule B**

**List of Fees**

Set Up Fee	Waived
Monthly Card Fee	Waived
Replacement Card Fee	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 Fee	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (maximum monthly fee or \$50.00)
Truck Stop Fee	Up to \$3.00 per card swipe at a diesel pump <sup>1</sup>
Private Site Transaction Fee	\$0.35 per transaction
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

<sup>1</sup>Actual charges to be applied to your account will be disclosed on your billing statement.

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

**Call 1-866-544-5796 with questions about any of the above.**



## DESCRIPTIONS (Continued from Page 1)

WC Each Accident Limit: \$1,000,000

WC Policy Limit: \$1,000,000

WC Each Employee Limit: \$1,000,000



### Strategic Implementation Manager

**Martin B. Howgate**

[Martin.Howgate@wexinc.com](mailto:Martin.Howgate@wexinc.com)

#### PROFESSIONAL EXPERIENCE

**Senior Strategic Implementation Manager, Premium Fleet Services, July 2012~ present**  
**WEX Inc., Cincinnati, OH**

Lead, implement, and manage all aspects of the project life cycle for large fleet implementations, conversions and projects within Premium Fleet Services, to ensure execution on time, to spec and on budget. This includes, but is not limited to, the creation and execution of project plans, identification of project risks and mitigation strategies, relationship management, effective communication with all appropriate stakeholders (both internally and externally), and a seamless transition to the Premium Fleet Services Account Manager. Actively participate with Area VP's (from inception to fruition) in the sales and implementation process to acquire new fleet business. Lead and execute communication with cross-functional teams across all divisions within WEX. Facilitate and document problem resolution and ensure that all project deliverables and expected outcomes are met and to stakeholder satisfaction. Track and report performance metrics against set project plans.

**Account Manager, Premium Fleet Services, June 2006 ~ July 2012**  
**WEX Inc., South Portland, ME**

Executed operational results-oriented solutions and manage all aspects of large strategic accounts (problem investigation and resolution, retention, and growth opportunities) within a portfolio generating over \$31M in monthly sales including Dept. of Defense, Dept. of Energy, State of Georgia, State of NM, State of Colorado, and State of IA. Implement new business (from inception to fruition) ensuring all unique customer requirements are met from reporting to billing systems design. Build strong customer relationships through trust and exceptional communication. Act as an advocate for the customer and facilitate problem resolution with internal and external stakeholders, providing a solution-based philosophy. Represent WEX at customer discovery meetings in conjunction with sales organization to obtain new business.

- Achieved 4.2M incremental gallon growth in 2010 over existing baseline. Managed portfolio in excess of 125,000 cards.
- Successfully managed three of WEX Universal's top five largest customers averaging in excess of 12M gallons and 110,000 cards.

**Technical Analyst, Premium Fleet Services, January 2010 ~ January 2011**  
**WEX Inc., South Portland, ME**

- Analyze customer's reporting requirements and recommend appropriate applications and technology.
- Create and deliver data-driven reports.
- Perform investigations on application issues, provide effective resolutions, and assist team members to evaluate technical processes.
- Analyze customer's reporting requirements and recommend appropriate applications and technology
- Gathering feedback from end users to continue improving systems.





## State of Nebraska Project Personnel

**Sales Trainer, February 2000 ~ May 2006**  
**Pinnacle Marketing, Biddeford, ME**

Designed and developed training programs from conception to implementation. Evaluated and assessed the effectiveness of key training initiatives. Performed vendor management responsibilities related to special projects.

### Accomplishment Highlights

- Served as an integral member of a team that delivered a single-year sales increase of 18%, benchmarking year-end revenues in 2002.
- Awarded "Rep of the Quarter" (12/2003) for sales, service and relationship-building excellence.
- Nominated by manager for "Sales Rep of the Year" award (2004)

### AWARDS - WEX Inc.

WEXcellence – 2012 Recipient

### EDUCATION

**York County Technical College May 2002**  
AAS in Digital Media

**Arizona State University, December 1999**  
Communication Major

**COMPUTER SKILLS** Microsoft Suite (Excel, Word, Access, Power Point, Outlook, Project, Publisher), Siebel, OFFIS, Business Objects, PeopleSoft, JavaScript, HTML.

## Relationship Manager

**Janet Parker**  
[janet.parker@wexinc.com](mailto:janet.parker@wexinc.com)

### Experience

#### **Strategic Relationship Manager, Public Sector, WEX Inc 2015-Present**

- Manage and maintain large strategic relationships and contracts in assigned territory
- Perform annual and quarterly reviews with state administrators
- Collaborate with customers on cost savings opportunities and goals.
- Primary point of contact for contractual questions and improvements

#### **Government Account Executive, WEX Inc. 2011-2015**

- Sold the WEX Fuel card program to eligible state piggy-back entities
- Worked with marketing department and GAMs to develop marketing campaigns to grow state business
- Helped to nurture and grow the government sales team
- Effectively communicated with internal and external customers
- Advocated to streamline the sales and set up process of new accounts

#### **Inside Sales Consultant, Wright Express 1995-2011**

- Sold the Wright Express Program to prospects over the phone
- Used ADINC/SPIN selling to help in the sales process
- Maintained up to date WIP, working current leads to reach 100%+ of goal every month



## State of Nebraska Project Personnel

- Helped to train new sales rep

### **Site Specialist, Wright Express 1994-1995**

- Worked one on one with stations to accept the WEX card
- Processed site paperwork and updated site directory
- Answered all questions on site acceptance

### **Customer Service, Wright Express 1993 – 1994**

- Assisted customers with account questions and issues

### **Skills**

- Proven relationship builder and collaborator with customers to achieve strategic goals
- Recognized fleet expertise that will enable consultative approach with large fleets
- Strong sales and customer service aptitude
- Effective communicator with customers and team mates
- Demonstrated ability problem solve with customers
- Proficient in Salesforce, Siebel, OFFIS, Excel and Word

### **Accomplishments**

- Presidents Club Winner 2012
- WEXellence award winner 1st quarter 2010, 3rd quarter 2011

### **Education**

- Bachelor of Science – Business Administration – 1993 – University of Southern Maine

## PREMIUM FLEET SERVICES / STRATEGIC ACCOUNT MANAGEMENT

### **Martha A. Kneeland**

[Martha.Kneeland@Wexinc.com](mailto:Martha.Kneeland@Wexinc.com)

### **Experience**

#### **WEX Portland, ME**

#### *Strategic Portfolio Manager II 2016 – Current*

- Responsible for the operational and technical account management for strategic commercial and government fleets by providing account maintenance, custom reporting buildout, transaction reporting and dispute data, managing fraud inquiries, and general servicing needs
- Interact and collaborate with internal, external, and third-party stakeholders to meet customer specific reporting and product needs
- First point of contact to identify requirements for the analysis and presentation of data to drive solutions specific to customer needs

#### *Strategic Implementation Manager 2015 - 2016*

- Facilitated the platform conversion of 140 + strategic customers to WEX Online
- Managed onboarding and training for key stakeholders and fleet managers

#### **Waterfront Maine Brunswick, ME**

#### *Exec. Asst. to Vice President, 2011-2014*

- Negotiated all leasing contracts and managed 120+ rental properties



## State of Nebraska Project Personnel

- Payroll manager
- Managed accounts payable and receivable

### **Maine Pines Racket and Fitness** Brunswick, ME

*Client Relations Manager, 2010-2012*

- Managed marketing and client relations

### **Brunswick High School** Brunswick, ME

*Educator – grades 11-12, 2010-2011*

- Developed curriculum-based assessments and instruction that adhered to state standards

### **Civic Organizations and Professional Certifications**

- Junior League of Portland – Alumni
- Midcoast Hunger Prevention – Volunteer
- American Association of Notaries

### **Education**

University of Maine Orono, ME *Bachelor of Science - Secondary English Education*

- Awards: Presidential Achievement Award
- Dean's List



# WEX ClearView

## WEX ClearView™

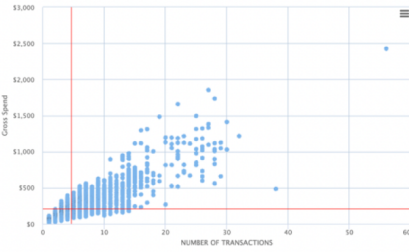
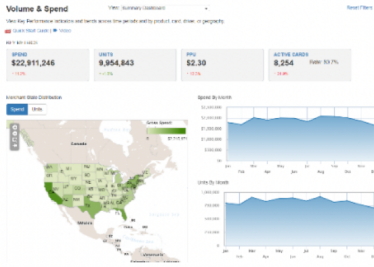
**WEX ClearView** is our fleet analytics and insights tool that automatically organizes, interprets, and intuitively displays fleet-related information. Fleet managers and administrators see critical data in simple and informative visualizations, which helps to monitor operations, understand trends, benchmark performance, investigate anomalies, and quickly recognize cost-saving opportunities.

With an eye toward designing solutions for fleets with a wide range of needs, ClearView products present complex fleet data in straight-forward and compelling graphics turning information into insights.

## ClearView - Essentials

ClearView Essentials is the cornerstone of the ClearView analytics product suite, providing a comprehensive range of analysis opportunities. Fleet management can comprehensively and accurately analyze key pieces of functionality, vehicles, and employees within the five ClearView Essentials modules:

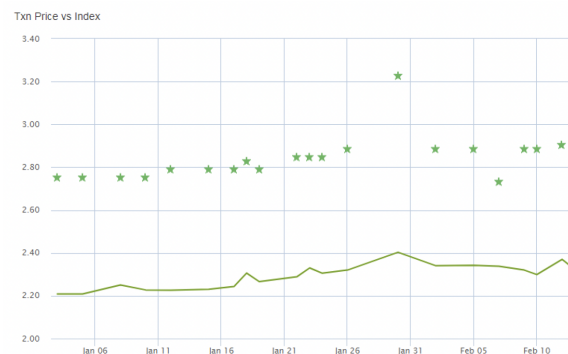
- **The Volume & Spend Summary Dashboard** tracks activity and expense on your WEX fleet card program. Fuel and non-fuel spend can be viewed in aggregate for the entire organization or easily sliced and diced based on filter and grouping options that are described more fully below.
- **The Outlier Scatterplot** makes it easy to see anomalies in your fleet card program. WEX's customers have experienced great success identifying driver theft, making this view one of the most highly-used visualizations within ClearView.
- **The Exceptions Module** makes it easy to identify and analyze transactions, purchasing, and driver behavior that fall outside the norm. This module includes a Summary Dashboard and nine exceptions that relate to monetary savings on fuel purchasing and suspicious purchasing behaviors. The exceptions highlight the biggest opportunities for savings and the most egregious behaviors, allowing fleet managers to focus on the most impactful areas. For large fleets, this is especially helpful.



- **Filter and group by capabilities:** ClearView offers a robust set of smart search filters and grouping options that allow ClearView users to easily slice and dice information and quickly get the answers they need. These filters offer multi-selection capability within a single filter’s drop-down list. For example, in the product-grade filter, select both mid-grade and premium to get a complete view of your non-regular fuel spend.
- **Product-code cleansing algorithm:** ClearView’s data scientists solved a long-standing, industry-wide issue by designing and developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants. The algorithm can make the following determinations with a .3% error rate:
  - Categorize transactions by Product Group: fuel and non-fuel
  - Categorize fuel transactions by Product Type: gasoline and diesel
  - Categorize gasoline transactions by Product Grade: regular, mid-grade, premium

Corrected values are used in ClearView analysis, calculations, and exceptions reporting. You can trust your product-related data displayed in ClearView, and use it to make informed and confident decisions.

- **Local-area PPG benchmarking:** WEX’s proprietary ClearView Radius Index surveys gasoline and diesel prices in the immediate vicinity of where the driver purchased fuel, and compares the local area’s average price per gallon with what the driver paid. This allows you to analyze purchasing habits and identify savings opportunities. The ClearView Radius Index is calculated on each card swipe, essentially creating a fuel price index for each of the approximately 138,000 stations in WEX’s fuel merchant network. The ClearView Radius Index analyzes data from all WEX fuel card transactions making it



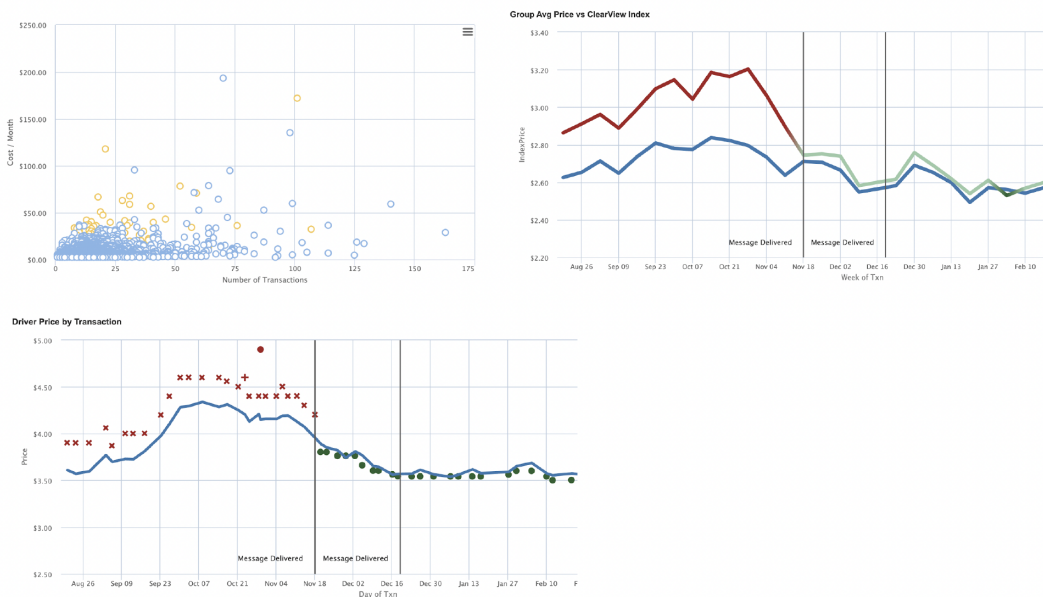
a true benchmarking tool. No other fuel price index is as granular or as comprehensive.

- **VIN Decoding:** ClearView partners with VINQuery to decode Vehicle Identification Numbers provided by ClearView customer organizations. ClearView displays up to 35 vehicle attributes from the VIN decoder. Key VIN decoded information is used in ClearView analysis, calculations, and exceptions reporting. This information is aggregated in the Reports Module and can be downloaded into Excel for use in other systems.

## ClearView™ Advanced

ClearView Advanced gives you all the data analytics power of ClearView Essentials, and more, offering exceptional opportunities for fuel price optimization. In addition, ClearView Advanced provides an entirely new channel for communicating with drivers, enabling you to implement, track, and evaluate the effectiveness of driver messaging campaigns.

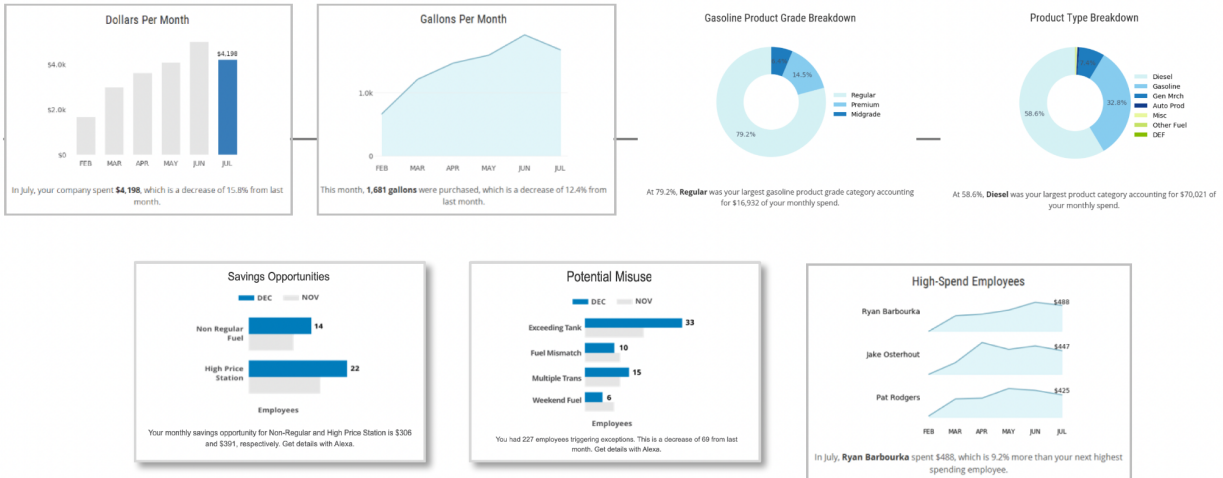
**Identify and eliminate costly and unwanted driver purchasing behaviors:** ClearView Advanced helps fleet managers hone in on drivers' purchasing habits, and find the greatest savings opportunities, by quickly spotting drivers who purchase unnecessary fuel grades or consistently buy from high-priced merchants. Upon identification, drivers can be targeted, via text or email, with behavior-specific messaging campaigns from the ClearView platform. Customers using ClearView Advanced have experienced success in reducing unwanted driver purchasing behaviors and have realized thousands of dollars in savings.



# ClearView™ Snap

ClearView Snap gives you a quick snapshot of your company's fueling activity in easy-to-interpret charts and graphs, delivered directly to your inbox on a monthly and/or weekly basis. No login is required. These simple, clean visuals display prior period actuals, period comparisons, and trends over time. Users can easily share key fueling metrics with senior leadership and stakeholders in the field, fostering awareness and oversight of your fuel card program.

ClearView Snap includes Alexa voice interaction, offering a new delivery channel, daily updates, and limited amounts of transaction-level information. Alexa will verbally relay information about dollars spent, gallons purchased, and highest-spending employees, while tracking six savings opportunity and potential misuse exceptions, such as non-regular fuel purchases, exceeding tank capacity, and weekend fueling.







## WEXOnline - Reporting Suite

WEXOnline's reporting suite reduces the administrative time involved with managing fleet expenses. We require all WEX-accepting merchants to capture detailed Level III transaction data, which supports our nine levels of reporting hierarchy and provides the foundation for our superior reporting tools. We divide our reporting suite into **report types** and **report categories**.

### The major report types we offer are:

- Standard Reports
- Ad Hoc Reports
- Custom Reports

**Standard Reports** include a full suite of downloadable purchasing activity and financial summary reports such as Purchase Activity, Site Summary, Financial Summary, and Tax Summary reports.

The standard billing package is available in this module for up to 24 rolling months, so fleets can reduce their carbon footprint by foregoing paper reporting.

**Ad Hoc Reports** provide a snapshot in time" of user-defined search criteria. Fleet managers use this tool to analyze transaction level detail, transaction summaries, and purchase exceptions to identify budget-compromising operational inefficiencies. All reports contain the standard Level III transaction data as well as the fleet manager's uniquely appended accounting codes. WEX stores 24 rolling months of information from which these reports can draw.

**Custom Reports** provide deeper insight into details such as authorizations, transactions, cards, drivers, and vehicles. With custom reports fleet managers can incorporate standard data, as well as the fleet manager's defined organizational accounting code information. The intuitive wizard-based process allows the fleet manager to create real-time reports, or schedule reports to gain greater insight into the program's performance.

When the fleet manager selects the hierarchy levels for which to generate this report, the report will automatically include all the levels beneath those selected. The report will also display the relationship to all upper level accounts up to the fleet manager's highest level of access. Custom reports give the fleet manager the ability to compare various levels of the hierarchy.

WEXOnline supports nine levels of hierarchy, providing a high level of detail and flexibility.



## The major report categories we offer are:

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

In addition to these reports, our Premium Fleet Services Account Managers have advanced query tools to assist our large fleet customers in satisfying reporting needs not covered by standard reports.

## Management Reports

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

Report name	Description/benefit	Mode of delivery	Frequency
<b>Major Fleet Activity Report</b>	This report provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG. The report helps fleets identify which merchants they are using and whether they could save by switching to brands with a lower PPG.	WEXOnline	Monthly, on the last business day of the month
<b>Account Review</b>	This report is a rolling 13-month review of data consisting of the following reports: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). This report allows fleets to identify areas of opportunity (such as excessive premium fuel use).	WEXOnline	Monthly, on the third business day of the month
<b>Opportunity Report</b>	This report outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at a zip code level against the entire WEX portfolio. This report provides insight into where your drivers are fueling, identifying ways to save by fueling at lower cost stations near their routes.	WEXOnline	Monthly, on the 3rd or 7th business day of the month

## Profile Reports

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

Available reports include:

Report name	Description/benefit	Mode of delivery	Frequency
<b>Account Report</b>	This report itemizes the accounts within your hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts. This report helps fleet managers ensure their accounts are set up as desired.	WEXOnline	On demand or actively triggered
<b>Card profile</b>	This report provides a broad view of cards across multiple accounts or focused on a single account. This allows fleets to monitor and review card data based on a comprehensive view of card attributes or just a few specific card details.	WEXOnline	On demand or actively triggered
<b>Vehicle profile</b>	This report provides a broad view of vehicles and assets across multiple accounts or focused on a single account. This allows fleets to monitor and review vehicle data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On demand or actively triggered
<b>Driver profile</b>	This report provides a broad view of drivers across multiple accounts or focused on a single account. This allows fleets to monitor and review driver data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On demand or actively triggered

## Transaction Reports

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

Report name	Description/benefit	Mode of delivery	Frequency
<b>Ad hoc transaction details</b>	This report is a simple, on-demand, ad hoc reporting tool that provides posted transaction details for a period of time you specify (up to 24 months). This tool is especially useful in viewing transactions associated with a particular billing cycle, or a quick way to look up something you are investigating. It has both filtering and sorting capabilities.	WEXOnline	On demand
<b>Ad hoc transaction summary</b>	This report is a simple, on-demand, ad hoc reporting tool that provides posted transaction details at a summary level for a specified period of time (up to 24 months). This tool is especially useful in viewing a summary of information by account, card, or brand, with an ability to then drill down into transaction details to get more information.	WEXOnline	On demand
<b>Transaction management</b>	This report is a comprehensive, highly customizable, transaction-level report that allows you to analyze usage at certain merchants or within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields you care about.	WEXOnline	On demand or scheduled
<b>Authorization activity</b>	This report provides a direct view of authorization activity, which is posted in real-time in our system. This detailed authorization data helps you make informed decisions and perform analysis to help manage and enforce driver purchasing policies. It is also an excellent tool for assisting drivers on the road who may have encountered a “decline” at the fuel pump, but are unsure why.	WEXOnline	On demand or scheduled

## Exception Reports

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

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

## Benchmarking Reports

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

Report name	Description/benefit	Mode of delivery	Frequency
<b>Minority and woman-owned business report</b>	This report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets tracking their minority spend, and have a program to increase spending at minority- and women-owned businesses.	WEXOnline	Monthly

<b>WEXIndex™</b>	WEXIndex™ is an index and report published by WEX for the price per gallon of certain fuel types in a given month. Our customers use this report to understand pricing trends in the industry. Within the Account Review (see above under Management Reports), it is used to benchmark your fleet's pricing behavior vs. the national average for the specific fuel type. This tool is an excellent way to help your drivers make good choices on where they fuel and where fueling costs can be reduced.	WEXOnline	On demand
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## Billing Cycle Reports

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

Report name	Description/benefit	Mode of delivery	Frequency
<b>Purchase activity report</b>	This is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in a PDF format.	WEXOnline	With invoice, at cycle close
<b>Financial summary report</b>	Financial roll-up of spend by account, fuel and non-fuel	WEXOnline	With invoice, at cycle close
<b>Site summary report</b>	Roll-up of purchase behavior by brand, with totals	WEXOnline	With invoice, at cycle close
<b>Tax Exempt Summary (tax exempt fleets only)</b>	Roll-up of exempted and reported transactions by jurisdiction and fuel type	WEXOnline	With invoice, at cycle close
<b>View details</b>	This is our standard transaction detail report that is available online and accompanies each invoice. The report can be downloaded into Excel or CSV as needed and provides an easy way for fleets to reconcile their transactions with their invoice. Also provides the ability to download for additional filtering or archiving	WEXOnline	With invoice, at cycle close
<b>WEXLink</b>	WEXLink is a comprehensive data file available to fleets that wish to import transaction details into their systems. It can serve as simply a report, or as a billing and reporting file. (See description below)	WEXOnline, FTP or email	With invoice, at cycle close; daily or weekly

## WEXLINK™

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

### Reporting Benefits:

- Immediate access to transaction and exception data
- Robust Level III data combined with enhanced organizational accounting code information
- System monitoring of transactions to identify exceptions to purchasing policies
- Efficient delivery of standard reporting packages
- Creation of customized real-time and scheduled reports
- Monitoring of real-time information and abnormal purchasing behavior



## Fraud and Risk Mitigation

Approximately 60 people make up WEX's Global Fraud Strategy and Analytics team. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. We also work proactively with partners and fleets to mitigate and reduce fraud.

WEX's Fraud Department, in tandem with a customer's use of a fleet management policy, purchase controls, alerts, and careful review of all reports (including transaction and 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 proactively identify and mitigate fraud on our fleet customers' accounts:

- Transaction monitoring.
- 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 notifies the fleet manager of **"Red Flag" Activity Indicators:**

- Date and time of purchase.
- Merchant location.
- Product purchased.
- Card number conducting the transactions.
- Dollar amount.

Partnership with our customers is critical. Our Fraud Department has been instrumental in providing recommendations to help reduce the occurrence of fraud, proactively working to identify fraudulent transactions. Working closely with partners, fleets, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or reoccurring is essential to our strategy.

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. As noted above, our partnership with our customers to confirm fraud once alerted is critical to our shared success. WEX attempts to proactively close down at-risk cards before fraud happens.

## **Monitoring System**

Fraud is evidenced through multiple means, with some fraud schemes more prevalent than others. For example, white plastic fraud is a significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions (also known as “counterfeiting”). The data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow perpetrators to capture card numbers and other relevant card information as they are input at the pump. It is important to know that this scenario is not unique to WEX cards; any other gas or bank card used at the same pump during the time a device is in place also risks compromise.

WEX uses data available to us in an attempt to discern the Point of Compromise (POC) for each identified fraud occurrence. A review of other cards used at the same location during the same input of time is completed to identify possible abuse. Based on this information and other variables, we determine which cards are most at risk for fraud.

WEX has deployed an advanced 24/7, real-time fraud mitigation system based on Machine Learning technology. Our solution predicts the likelihood of an alert being a false-positive, and reduces customer friction by enabling the Fraud team to operate more efficiently. The system’s artificial-intelligence-based software identifies risky transactions during the authorization process within milliseconds. Transactions above a certain “suspicious level” are declined, while all other transactions pass through.

Using advanced machine learning algorithms, the system continuously “learns” as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allow the WEX transaction authorization system to “pass,” “pass, but flag for review,” or “deny” any transaction or group of transactions. In contrast, most traditional “neural” or “anomaly detection” software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go.



The logic within the system is highly configurable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. The system has multiple levels of detection which can actually prevent a transaction from being authorized or can flag a transaction for review by the fraud team depending upon scoring logic. The system model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

## **Partnership with Customers and Law Enforcement**

WEX works with authorities at both local and federal levels to help authorities identify the individuals associated with fraud.

WEX may require the impacted fleet to submit a dispute form to report fraudulent activity and/or losses.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports by customers and fleet managers is critical to fast identification of suspicious activity
- Expedient reporting, including submission of the dispute form, of any suspicious transactions
- Reporting to Customer Service anything unusual seen at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal

## **Security and control**

We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline, fleet managers can set predetermined limits on spending amount, purchase frequency, product and service type, and the days and hours during which purchases can be made.

Fleet managers may also perform real-time modifications to any predetermined limits, add or remove driver identification numbers in response to changes or to prevent theft via WEXOnline. 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.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service department - available via toll-free number 24 hours a day, 365 days a year. The fleet can also notify WEX of card loss, theft, or unauthorized use via WEXOnline. Once a card is reported lost or stolen, it is immediately terminated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time of purchase.

## Exception Reports

WEX offers a suite of intuitive exception reporting options, which serve as a first-line defense against fraud while also providing complete visibility and control over fleet purchasing behavior. Flexible Exception Reports capture and aggregate violations for easy reference so a fleet manager can identify, monitor and correct adverse purchasing behaviors. The fleet manager selects the parameters and can make modifications quickly and easily. **The transaction is authorized so the driver stays on the road, but the behavior is reported so the fleet manager can monitor and correct behavior as necessary.**

Flexible exception reporting	Level	Frequency
More than X dollars per transaction	Card or account	Daily
More than X dollars per fuel transaction	Card or account	Daily
Unauthorized fuel products	Card or account	Daily
Number of gallons per transaction exceeding X	Card or account	Daily
Fuel economy average	Card or account	Daily

Non-fuel transactions	Card or account	Daily
Transactional total for day exceeding X	Card or account	Daily
More than X transactions per timeframe (day or month to date)	Card or account	Daily
More than X gallons per timeframe (day or month to date)	Card or account	Daily
Total purchases per month exceeding X	Card or account	Daily
Average PPG exceeds X	Card or account	Daily
Inactive card for calendar month	Card or account	Daily
Transactions occurring in/out of state	Card or account	Daily
Time of purchase	Card or account	Daily
Day of purchase	Card or account	Daily

Exception reporting can be set up for an individual account or group of accounts. Exception reports can be made private, meaning only the creator of the report can view the output. Or they

can be shared globally, meaning anyone who has access to the WEX Online reporting feature can view the report output. Exceptions can be set to monitor a card, vehicle, and driver (as applicable). When a threshold is exceeded, details are reported and available for viewing via WEXOnline or downloadable into an Excel or CSV file.

## **Prompt ID**

The WEX card cannot be electronically activated without entering a valid Prompt Identification Number, making the card more difficult to use if found or stolen. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid Prompt ID is required by all users at the point of sale, providing security to the fleet customer.

## **Lost or Stolen Cards**

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. Open 24 hours a day, 365 days a year, our Customer Service Department is always available to handle the needs of the fleet. Customers can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the customer is liable for all unauthorized use of a card until WEX receives proper notification of loss, theft, or unauthorized use.

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

## **Merchant requirements**

WEX accepting merchants and partners agree to establish the following security procedures to safeguard card sale data and cardholder information.

- Inspect pumps daily for signs of tampering, including unusual equipment near the card reader.
- Secure dispensers with unique locks and apply security labels as required by local laws.
- Install adequate lighting, especially above pumps that are not visible by inside employees.
- Install security systems, including cameras for monitoring employee and customer behavior.

- Implement fuel pump shut-off limits. If needed, WEX can advise you on recommended shut-off values.
- Notify WEX immediately in the event of a suspected breach or compromise at your location(s).

Task Name	Duration	Start	Finish	Complete (Yes or No)	Task Owner	Next Steps
<b>**Project Plan dates are contingent on start dates being met</b>						
<b>**Some tasks are dependent on other tasks being completed first</b>						
<b>**Many tasks can be performed concurrently</b>						
<b>**Estimated duration is in "Business Days"</b>						
<b>State of Nebraska / Start Date: TBD</b>						
<b>Initiating</b>						
Schedule Implementation Call w/Customer	1 day				WEX PM/WEX Sales	
Demo WEXOnline Platform	1 day				WEX PM	
<b>Contract Execution:</b>						
Execute Contract	30 days	30 days			WEX Sales	
<b>Planning</b>						
Discuss Program Setup Requirements (Account/Data Collection)	1 day				WEX PM/Customer	
Discuss Invoicing and Reconciliation Requirements	1 day				WEX PM/Customer	
Discuss Custom Plastic (if applicable) <b>*Custom Plastic orders can take up to 10 we</b>	1 day				WEX PM/Customer	
Discuss Hot Stamp Options (if applicable) <b>*Hot Stamp process can take up to 8 we</b>	1 day				WEX PM/Customer	
Discuss Custom Reporting Requirements	1 day				WEX PM/Customer	
Discuss Project Plan and Timeline for Go-Live	1 day				WEX PM/Customer	
Discuss Agency requirements	1 day				WEX PM/Customer	
Discuss PolySubs and Addendums	1 day				WEX PM/Customer	
Discuss rebate Information	1 day				WEX PM/Customer	
Next Steps for Communication (frequency in check-ins)	1 day				WEX PM/Customer	
Statement of Work Document Creation	4 days				WEX PM	
Approval from customer on Statement of Work Doc	1 week				Customer	Customer Engagement Dependent
<b>Hot Stamp/Custom Plastic</b>						
Receive plastic design from customer	1 week				Customer	
Marketing Design	2 weeks				WEX Marketing	
Customer Approval changes on plastic design	1 week				Customer	
Customer Final Approval	1 week				Customer	
Marketing sends final design to MPX	2 days				WEX Marketing	
Cards Ready for Production <b>*8 weeks for Hot Stamp/10 weeks for Custom Plastic*</b>	8-10 weeks				Card Production	
<b>Executing</b>						
Receive Agency List (Address, Credit Line, Contacts)	TBD				Customer	Customer Engagement Dependent
Create Pricelist	2 days				WEX PM	
Create test plan	3 days				WEX PM	
Load account hierarchy in production	1 week				WEX PM	
Custom Rebate/tax exemption- Notify rebates, SRS, Tax (if applicable)	2 days				WEX PM	
Credit National Creation	3 days				WEX PM	
Set up UDF (if applicable)	3 days				WEX PM	
Authorization Controls	1 day				WEX PM	
Set up Custom Card Sort (if applicable)	1 day				WEX PM	
Set up new reporting/billing information in Siebel	1 day				WEX PM	
Private Site Program set up	2 days				WEX PM	
Peer Audit of set up	1 day				WEX PM	
Finalize billing set up requirements (i.e. direct debit forms)	1 week				WEX PM	
Finalize reporting set up (if applicable)	1 day				WEX PM	
Receive final data to load into production	TBD				Customer	Customer Engagement Dependent
Complete peer audit of account setup	1 day				WEX PM	
Place card hold to allow audit	1 day				WEX PM	
Load card and prompt data into production	2 days				WEX PM	
Audit data	1 day				WEX PM	
Release card hold	1 day				WEX PM	
Begin card production and delivery	1 week				Card Production	
Deliver card package for distribution	2 weeks				Postal Services	Dependent on # of cards and shipping method
Deliver card packages to Field Sites	TBD				Postal Services	Customer Engagement Dependent
Pass out new cards and collect the old ones	TBD				Customer	Customer Engagement Dependent
Online User Role Name/permissions	3 days				WEX PM/Customer	
Upload online users to the Millennium system	3 days				WEX PM	
<b>Training</b>						
Determine Training Needs and Create Training Plan	1 day				WEX PM/Customer	
Approve training requirements with customer	1 day				WEX PM/Customer	
Platform online training for customer	5 days				WEX PM/Customer	Customer Engagement Dependent
<b>Fuel Start Date</b>						
Go Live Date	TBD				WEX PM/Customer	Customer Engagement Dependent
Shut off old account	TBD				WEX PM	
<b>Monitor &amp; Control</b>						
Set up stabilization calls	1 day				WEX PM	
Send Communication Plan after check/in calls	1 day				WEX PM	
Receive first invoice on new system	30 days				WEX PM	Cycle Based
Review invoice	1 day				WEX PM/Customer	
Remit payment for new invoice	TBD				Customer	Cycle Based
Review reporting	1 day				WEX PM/Customer	
<b>Closing</b>						
Transition to Account Manager	30-60 days				WEX PM/Customer	



# Account Management

We recognize the specialized needs of our large partner and have a service operation tailored just for you. Some of the services described below depend on fleet size and/or gallons purchased using the WEX card.

## **Relationship Manager**

The role of your Relationship Manager is to ensure fleets maximize the value of our program. This includes an in-depth understanding of your business and your goals so that they can provide fleets with the correct solutions and best practices for optimal savings. The Relationship Manager engages with the fleet during program implementation, and ongoing, through regular review of key performance indicators, sharing best practices, introducing new products, and tracking against the fleet's established policies, goals and objectives. The Relationship Manager also assists with problem resolution and escalation when necessary.

## **Premium Fleet Services (PFS) Account Manager**

The fleet's PFS Account Manager is the primary day-to-day contact for fleet managers. He or she generally ensures that the program is working smoothly, and expeditiously resolves all problems so that the fleet experiences minimal disruption. The PFS Account Manager also helps create reporting that may not be easily accessible to fleet managers, ensuring that requisite data is available for effective oversight.

Based in South Portland, Maine, PFS Account Managers are available toll-free between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. For escalated or immediate issues, PFS Account Managers are available via mobile device as well. Phone calls are returned within two business hours, and emails within 24 business hours.

## **Strategic Implementation Manager**

Strategic Implementation Managers work exclusively with WEX's large fleet customers, rolling out new programs and implementing significant changes to existing ones. The Strategic Implementation Manager works with fleets to create and coordinate project plans, and design, lead and execute communication to ensure milestones are met. He or she will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.

The Strategic Implementation Manager also prepares and distributes regular project updates, facilitates and documents issues and action items, and details the fleet's custom reporting requirements.

## **Fraud Specialists**

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

## **Merchant Services**

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

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

WEX takes a proactive and service oriented approach to reducing payment delinquency. Our SRS team works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who serves as your primary point of contact, and works closely with the account manager. Your SRS specialist also ensures that your billing structure and payment methods work well for your business, and helps you get the most value from your card program.

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





# Customer Service Overview

WEX's service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers to large fleet managers as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSRs) whenever needed. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their fleet card programs.

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

## Customer Satisfaction

Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we interact with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds. We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call.

Measured metrics include:

- Quality assurance
- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk time
- After-call work
- Handle time
- Email response time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we

record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time “voice of the customer” information that is valuable for enhancing our training programs and informing our product development activities.

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

## Customer Service Management

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

**Customer Service Management** The contact center is currently led by a service operations manager and several Team Leaders ensuring that all KPIs and quality standards are maintained. Each team consists of 15 - 25 CSRs, who receive daily performance reports, regular one-to-one meetings, monthly team meetings, and need based coaching. The management team is also responsible for reporting and resolving technical and escalated issues, contributing insights to partners, and driving technical and process enhancements.

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

**The Learning and Development Team** is accountable for providing initial onboarding and new program training for all CSRs. This is achieved through a blend of intense remote classroom based learning and smaller microlearning modules. All training harnesses adult-learning best-practices and incorporates facilitation, practical application, assessment, and remediation.

**Quality Assurance** associates review and score a cross section of each CSR’s monthly customer interactions to ensure account security, procedural compliance, and customer experience. Each CSR and their Team Leader receives monthly scorecards, and real-time alerts to identify and remediate coaching opportunities

**Customer Service Mentors** are the contact center’s service experts. They are available to support service representatives with calls that require additional research or specialized knowledge, along with scheduled coaching sessions as assigned by leadership. The goal is to resolve issues in one call and provide an immediate response and ensure knowledge transfer to continually improve accuracy and customer experience.

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

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

## **Emergency Response (Premium Fleet Services)**

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

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

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

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



# Private Site Program

Secure, live authorizations and integrated reporting for onsite bulk fueling transactions

## Choose Between Two Program Options:

1. **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.
2. **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. WEX 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 your onsite and retail fuel transactions into one 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 their 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.

**Set-up and Maintenance**

1. Customer contacts certified equipment providers found in the Private Site Agreement Packet
  - Customer obtains quotes, makes a purchase, and has the equipment installed
  - If the Customer already owns equipment; they contact the vendor to confirm they have what is needed to process WEX
2. Customer completes the WEX Private Site Agreement Packet\*
3. Customer emails the packet to [MerchantApplications@wexinc.com](mailto:MerchantApplications@wexinc.com)
4. WEX begins the setup in WEX Systems\*\*
5. WEX reaches out to the network to obtain a terminal ID number
6. WEX uses the terminal ID number to complete the setup
7. WEX emails a checklist containing the terminal ID and WEX Site ID to the customer
8. Customer reaches out to equipment provider or tech, and provides them with the checklist
9. Using the checklist, the tech contacts the network number provided to complete the setup

\*Agreement is sent to WEX after the equipment has been installed  
 \*\*Steps 3 – 7 are completed in 3-5 business days. We are unable to completed same-day setups.

PRIVATE SITE OWNER	WEX	NETWORK
<b>SETUP</b>		
<b>1.</b> Purchase or validate existing POS equipment and software with your vendor. All equipment must be certified by WEX. See the attached list of vendors to ensure a certified equipment purchase.		
<b>2.</b> Provide a completed and signed Private Site Agreement (see attached) to WEX.  *If participating in Rebilling, complete the Rebilling portion of the agreement as well.	<b>3.</b> WEX Merchant Operations updates the fleet accounts, including transaction pricing, setup costs and site(s), and works with the Network to obtain your Private Site Merchant / Terminal ID.  *If participating in Rebilling, Merchant Operations will set up the banking information needed for settlement.	
	<b>4.</b> Confirms set up of all locations and sends you the Welcome Packet that includes your Network assigned and WEX Site ID's.	
<b>5.</b> Contact your Equipment Provider to initiate a software download to complete the setup process.		
<b>6.</b> Run connectivity test with equipment vendor and network to assure transactions are authorizing and posting correctly.		
<b>ONGOING</b>		
Maintain the POS equipment.	Provide reporting of private site transactions in purchase reports	Provide processing support for the private site owner/operator
Notify WEX Merchant Operations of equipment changes, new additions, or software updates.		
Ensure security at the site.		

### Certified Equipment Vendor List

Below is a list of the current contacts at each of the respective equipment providers we work with for private site set-ups:

FUELMASTER	
Edye Michelle Coxwell Distributor Relations Coordinator	(800) 888-9136, ext. 1444 <a href="mailto:edye.coxwell@myfuelmaster.com">edye.coxwell@myfuelmaster.com</a> <a href="http://www.myfuelmaster.com">www.myfuelmaster.com</a>
GASBOY	
Pete Moyer Director of Sales	(757) 721-2802 <a href="mailto:pete.moyer@gilbarco.com">pete.moyer@gilbarco.com</a> <a href="http://www.gasboy.com">www.gasboy.com</a>
MULTIFORCE	
Keith Griesinger VP of Sales	(908) 419-0961 <a href="mailto:keithg@fuelforce.com">keithg@fuelforce.com</a> <a href="http://www.fuelforce.com">www.fuelforce.com</a>
OPW/PETRO VEND	
Bobby Hayes Control Product Manager	(770) 605-9611 <a href="mailto:robert.hayes@doverfs.com">robert.hayes@doverfs.com</a> <a href="http://www.opwglobal.com">www.opwglobal.com</a>
COMDATA/SMARTSITE	
Josh Connelly Inside Sales Manager	(615) 370-7207 <a href="mailto:jconnelly@comdata.com">jconnelly@comdata.com</a> <a href="http://www.comdata.com">www.comdata.com</a>

If you don't have equipment and are interested in learning more, please contact one of the equipment providers above.

For general questions about private site setups, contact WEX Merchant Operations at 888-660-8941 or [merchantprocessing@wexinc.com](mailto:merchantprocessing@wexinc.com)

### Use Case

Angela, a fleet manager, has a good handle on her overall fuel operating costs by vehicle when her drivers fuel at retail locations, but is concerned that she doesn't know what each vehicle is consuming at her onsite tanks. Security is also a concern, as the site is gated overnight, but is open during the day for use. Until now, drivers have been fueling as needed, but there is no mechanism to track and report their odometer information or limit their consumption by tracking exceptions.

Through key technology partnerships, Angela can leverage card-based technology at her private site locations to collect the same type of data is receives on her retail transactions. As with retail, the private site tank is card-activated and requires an authorization prompt ID and odometer to be entered for each transaction. This information allows her to track private site fueling costs at the vehicle level and more easily identify fraudulent transactions.



# Private Site Agreement

- 1. Choose your program:  
**Private Site:** Complete sections A, B, C & if relevant, G  
**Private Site Rebilling:** Complete sections A-E & if relevant, G
- 2. Sign and date the agreement
- 3. Email to: [merchantapplications@wexinc.com](mailto:merchantapplications@wexinc.com); or  
 Fax to: 1-207-253-1379;  
 or Mail to: Merchant Operations  
 PO Box 639, Portland, ME 04101

- Select all that apply:
- New Set-up – First time Setup Additional
  - Site Set-up
  - Additional Account Set-up  
*Adding accounts to already existing sites*

\*Allow 3-5 Business Days for setup. We are unable to complete same-day setups.

### A. ACCOUNT INFORMATION

Account Number (found on your billing invoice):  
*(If more than one account, attach additional account information. All account numbers are needed in order to ensure correct set-up)*

Fleet name (legal name of business or DBA):

Fleet Contact (first name, last name):		Title:
Fleet Contact Phone Number:	Fax Number:	Email Address:

### B. EQUIPMENT INFORMATION

Equipment Vendor (check one):  
 ComData     Fuel Master     GasBoy     MultiForce     OPW/Petro Vend

Equipment Name, Model and Software (be specific):

### C. SITE INFORMATION

Number of Sites:

**Provide a list of sites with the following information: (If more than one location, attach additional site information)**

Company Name:

Physical Address:

City:	State:	Zip:
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Site Time Zone (check one):  
 Eastern     Central     Mountain     Pacific

Contact Name:

Phone Number:	Email Address:
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**WEX Private Site Program**

**D. VISITING FLEET INFORMATION (Rebilling Only)**

If you will be allowing fleets other than your own to fuel at your Private Site location(s), please provide the following information for each visiting fleet.

Account Name: _____ Account Number: _____
Account Name: _____ Account Number: _____
Account Name: _____ Account Number: _____

**E. WEX BANKING AUTHORIZATION FORM (Rebilling Only)**

**BANK ACCOUNT INFORMATION**

Private site owner/operator hereby authorizes and requests WEX to make payments of amounts owing to private site owner/operator by WEX by initiating credit entries to private site owner/operator's demand deposit account at the Bank indicated below ("private site owner/operator's bank"), and authorizes and requests private site owner/operator's bank to accept any credit entries initiated by WEX to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, private site owner/operator hereby authorizes WEX to initiate a debit entry to the account for each overpayment or payment in error. It is understood that for purposes of this Agreement, the term "private site owner/operator's bank" shall mean and include the bank identified below by private site owner/operator and any successor bank identified to WEX (i) in a Notice of Change provided to WEX by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by private site owner/operator, whether orally or by other non-written means. Any such notification to WEX shall be effective only with respect to entries credited to private site owner/operator's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Private site owner/operator agrees and acknowledges that WEX will not be liable to private site owner/operator for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association. Funds from the visiting fleet transactions will be automatically deposited in the private site owner/operator's bank account via ACH 30 days after the transaction posts in the WEX system.

Bank Name and Address	ABA Routing Number
Account Name	Account Number

**IMPORTANT: FOR REBILLING ONLY, PLEASE ATTACH A VOIDED CHECK**  
 We must receive a voided check (or photocopy if faxing) in order to process application.

**IMPORTANT: FOR REBILLING ONLY, PLEASE ATTACH A COMPLETED W-9 AND IF YOU HAVE INCOME GENERATED FROM CALIFORNIA SOURCES, YOU ARE REQUIRED TO COMPLETE AND RETURN FORM 590**  
 We must receive a completed W-9 and Form 590 in order to process application.

**AUTHORIZED SIGNATURE**

PRIVATE SITE OWNER/OPERATOR: The undersigned represents and warrants to WEX that all of the terms and conditions of this WEX Private Site Program Application consisting of this entire document in addition to any other document or addendum including the EX Private Site Program Application have been reviewed in their entirety, are true and correct, and set forth the agreement between WEX and the private site owner/operator. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the private site owner/operator. The Agreement shall only become effective upon WEX's acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to private site owner/operator of a private site owner/operator processing identification number. The private site owner/operator further affirms that they are establishing a credit card processing relationship with the processor indicated on the attached WEX private site application. Once we begin processing credit cards through this processor, our company does not intend to process any transactions through a processing agreement with a branded petroleum marketer.

Signature <b>X</b>	Printed Name
Title	Date

**FOR WEX INC. INTERNAL USE ONLY**

Processed By	Date Processed
Settlement Entity	Site ID#



**F. TERMS AND CONDITIONS**

By signing and submitting this Private Site Agreement, you agree to adhere to the WEX Private Site Card Sale Procedures incorporated herein as Exhibit A.

**G. FEES**

WEX shall charge the following fees:

- (i) a set-up fee of \$35.00 per site; and
- (ii) a transaction fee of \$0.35 for each card sale that is made using the private site owner/operator WEX charge card account.
- (iii) a transaction fee of \$0.35 for each WEX card sale that is made by a visiting fleet ("Foreign Transaction Fee") will be assessed to such visiting fleets for the purchases that they make using the sites set forth herein.
- (iv) WEX may increase the transaction fees, in its sole discretion.

Check box if you have a separate negotiated rate under a Master Contract. Include the contract with your Private Site Agreement submission. The contract is needed in order for set up to be completed.

**H. MISCELLANEOUS**

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this enrollment form and satisfies the requirements of a signature or writing under applicable law. The undersigned represents and warrants to WEX that all the terms and conditions have been reviewed in their entirety, all information provided in this request form is true and correct, and he or she has been duly authorized to sign and to bind the private site owner/operator to the terms of this agreement.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**WEX PRIVATE SITE CARD SALE PROCEDURES**

**1.1 METHOD OF TRANSMISSION OF CARD SALES TO WEX**

A. MERCHANT shall have the necessary equipment to permit the electronic acceptance of the Card at its Distribution Sites including but not limited to their point of sale equipment and networking services.

B. MERCHANT shall collect and transmit the Card Sale data in accordance with the WEX Technical Specification. Merchant shall obtain from WEX the necessary acceptance certification for its network and equipment that will be used for processing sales transaction.

**1.2 MINIMUM CARD SALE PROCESSING REQUIREMENTS**

A. Card Sale data sent to WEX shall include: account number, vehicle number, driver identification number, sales date, sales time, site identification number, authorization number, product code(s), quantity, total sales amount (in dollars), odometer, ticket number and any other information as WEX and MERCHANT may mutually agree upon. MERCHANT is responsible for the inclusion of any applicable taxes on the fuel when allowing a non-tax exempt fleet to utilize the fuel at its locations. WEX will not add any taxes to the total PPG of any private site transactions transmitted by MERCHANT.

B. All Card Sales require an authorization or approval from WEX. MERCHANT shall request such authorization from WEX for the total Card Sale amount prior to sending the Card Sale to WEX for processing.

C. WEX does not provide pre-authorizations, nor does it place available credit on "hold". If MERCHANT calls prior to completion of the services being provided to the cardholder, MERCHANT still needs to obtain an authorization number upon completion of the services or Card Sale to obtain payment from WEX.

D. An authorization or other approval code is not a guarantee that MERCHANT will receive payment. WEX does not provide payment to merchants based upon receipt of information during the authorization process. MERCHANT is still required to submit the completed Card Sale, including the authorization or other approval code, to WEX. Obtaining an authorization without submitting the completed Card Sale to WEX may result in non-payment by WEX for such Card Sale.

E. MERCHANT shall not accept payment through use of an expired Card or when advised upon authorization inquiry, that the Card is not to be honored.

F. MERCHANT shall never make a Card Sale when MERCHANT believes or has reason to believe that the Card may be counterfeit or stolen or the Card Sale is in any way fraudulent or otherwise suspicious.

G. Merchant shall maintain a record of all information required in Section 1.3.A above.

H. If the Card Sale is not an island card reader transaction ("pay-at-the-pump"), MERCHANT shall require the cardholder to sign the transaction receipt unless the total for the Card Sale is less than \$25.

I. Any Card Sale data received by WEX from MERCHANT by 5:00 p.m. Eastern Time ("ET") shall be treated as having been received on the next business day.

J. MERCHANT shall not divide the price of goods and services purchased in a single transaction among two (2) or more transaction receipts for billing to WEX.

K. Merchant must not submit Card Sales until Products are delivered.

L. A Card must be present at the time of purchase. In the event that MERCHANT processes a Card Sale when the Card is not presented, MERCHANT bears the risk of the sale being charged back.

M. MERCHANT shall maintain a record of the Card Sale, including all sales data required for a period of **one (1) year**. Upon the reasonable request of WEX, such records shall be provided to WEX within **thirty (30) calendar days** of WEX's request. Failure to provide the requested record will result in a charge back of the Card Sale to MERCHANT.

**1.3 DATA INPUT AND TRANSMISSION**

A. Merchant is responsible for the data entry of Card Sale information by its personnel, or representatives. All data shall meet the WEX Technical Specification and shall be in good and usable condition.

B. If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what MERCHANT transmitted, WEX may advise MERCHANT of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to MERCHANT, withhold payment for such Card Sales until the record is retransmitted or MERCHANT provides other appropriate confirmation.

C. If MERCHANT has not provided WEX with required information or that WEX needs to interpret, verify, or validate a Card Sale, WEX may, withhold payment for such Card Sale until MERCHANT sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with MERCHANT to reflect the receipt or correction of any such Card Sale information. WEX shall provide notice to MERCHANT of any Card Sales that it is not able to process due to errors or missing information through its daily settlement reports.

D. MERCHANT shall submit all Card Sales to WEX for processing within **thirty (30) days** of the transaction date. WEX may accept transactions up to **one hundred and twenty (120) days** from the date of the transaction for processing and billing to the fleet, however, reserves the right to chargeback any such transaction that is disputed by a fleet customer.

## **WEX Private Site Program**

E. MERCHANT authorizes WEX to refer to a default price per gallon table, which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated from time to time by WEX based upon market conditions. The table is based upon average price per gallon data collected from all merchants who accept WEX Cards.

F. MERCHANT authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the MERCHANT at the time the use of the charge card was authorized. If sufficient information is not available in the authorization log to correct any errors in the transaction file received by WEX from MERCHANT, then these transactions will be returned back to MERCHANT for correction.

G. Use of the defaults in Section 1.3.E and 1.3.F above does not affect the total transaction value submitted for settlement and is only used to facilitate reporting to fleet customers. It does not relieve MERCHANT of its requirements to provide accurate and complete data as set forth in 1.2.A for Card Sales.



# Frequently Asked Questions

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## **How does it work?**

Drivers swipe their WEX fuel cards through your WEX-certified equipment reader and enter a Driver ID and the vehicle's odometer reading. The transaction information is transmitted by the network to WEX for approval. In a matter of seconds, a driver using an authorized card can begin fueling. All of your transaction information appears on your WEX purchase report.

## **What equipment will I need?**

You'll need to purchase a card reader (or upgrade existing equipment) to match WEX and network requirements (see certified equipment vendor list).

## **What is the cost?**

There is a one-time \$35.00 set up fee and a \$0.35 per transaction fee. Costs to purchase new card readers (or upgrade current equipment) vary by vendor so you'll need to negotiate your purchase.

## **Are there other costs that might be associated with set up?**

Depending on your chosen network and equipment vendors, there could be additional hardware and software costs. Please contact your providers for more information.

## **How do I sign up?**

Just complete the enclosed Private Site Agreement and submit it to WEX.

## **What equipment provider would you recommend?**

WEX provides you with a certified equipment vendor list to choose from. The Private Site Owner/operator is responsible for the purchase and upkeep of the equipment.

## **Who do I contact with issues regarding incorrect product coding or reporting from my equipment?**

Your vendor or network will be able to ensure proper downloads and configurations are reporting correctly.

## **What is a network?**

A network is a third party processor who sends a transaction files from your equipment to WEX for electronic processing.

## **What information do I provide the network helpdesk if I need to call?**

Be sure to have your Merchant/Terminal ID for the location you are calling for. This along with the Network Contact numbers can be found on the Welcome Packet you received from WEX.

## **If I participate in Rebilling, how do I receive the funds for the fuel used by visiting fleets?**

Upon enrollment, WEX will collect your company's banking information to set up ACH payment. The funds for visiting fleet transactions will be automatically deposited in your account under the payment term of your contract.

## **If I allow visiting fleets to fuel at my location, how will I be able to keep track of those transactions?**

Each month, WEX will send you a private site merchant report. The report will provide detail on all visiting fleet transactions. In addition, your transaction detail report will include both local and visiting fleet transactions.

## WEX Information Security Program Overview

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### Mission

- WEX's Information Security Organization is responsible for safeguarding the confidentiality, integrity and availability of physical and electronic information assets. The overall objectives for information security at WEX include:
  - Ensuring the confidentiality, integrity and availability of WEX's information assets.
  - Managing controls to safeguard WEX's information assets against unauthorized use, access or disclosure.
  - Managing a control environment consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, HITRUST and NIST.
  - Managing the risks related to the use of external service providers and related third parties
  - Maintaining business resiliency in the event of a disaster scenario or security incident.

### Information Security Program

- The Company's Board of Directors ("Board") and management are committed to preserving the confidentiality, integrity and availability of all the physical and electronic information assets throughout WEX, in order to maintain the Company's competitive edge, profitability, legal and contractual compliance and commercial image. Information and information security requirements will continue to be aligned with organizational goals.
- The WEX Information Security program is formally documented and actively monitored, reviewed and updated to ensure program objectives continue to be met.

### Roles & Responsibilities

Information Security roles and responsibilities have been created to ensure proper separation of duties.

#### *Chief Information Security Officer (CISO)*

The CISO shall have direct responsibility for establishing and administering WEX's Global Information Security Program. The CISO has the necessary qualifications, credentials and experience to fulfill the role and shall have direct responsibility for establishing and administering the WEX's Global Information Security Program. The CISO reports to the Chief Technology Officer (CTO), the WEX Bank Board of Directors and the WEX Board of Directors via the Technology Committee. This helps with the principles of separation of duties, independence, and governance. The CISO function facilitates Information Security policy development and enforcement throughout the global WEX enterprise. This role also fulfills the duties and responsibilities of the CISO for WEX Bank. The CISO responsibilities include, but are not limited to:

- Develop organizational-wide information security policies, procedures and guidelines to align with industry accepted best practice frameworks such as PCI/NIST/HITRUST/ISO/SOC/SOX;
- Direct and manage the WEX Information Security Program and Team;
- Direct and manage the Information Security risk assessment program;

- Establish and implement the Company's short-term and long-term information security strategy;
- Set the priority for the Information Security Team;
- Develop and sustain the organizational information risk analysis process;
- Develop the annual security budget;
- Promote awareness of WEX responsibilities for Information Security;
- Ensure that security is part of the business planning process; and
- Keep management aware of technical, legal, and regulatory changes affecting Information Security;
- Ensure an independent review is conducted of the organization's information security management program at least annually or whenever there is a material change to the business practice that may implicate the security or integrity of records containing personal information, to ensure the continuing suitability, adequacy, and effectiveness of the organization's approach to managing information security, and the results will be reported to and addressed by management.

### *Technology Committee*

The Technology Committee is a subcommittee of the Board of Directors and includes Board members and key members of the executive leadership team representing all lines of business that meet quarterly and review the current status, strategy, and direction of the Information Security program at WEX.

### **Policies**

The measures put forth in these policies ensure compliance with Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act (HIPAA), Code of Massachusetts Regulation 201 CMR 17.00, Gramm-Leach-Bliley Act (GLBA), and worldwide, generally accepted, best business practices. Each of these laws and regulations impose requirements for safeguarding personal information, such as Protected Health Information (PHI), Electronic PHI (ePHI), Personally Identifiable Information (PII), and Cardholder Data, through data security standards or guidelines.

Information Security policies and procedures shall be maintained current to reflect changes to the business environment, IT environment or legal, regulatory and PCI requirements. All Information Security policies shall be reviewed no less than annually.

Both the policies and procedures are considered Controlled Documents and, as such, require the following:

- Unique title
- Management review
- Management approval
- Distribution/availability to personnel
- Version control
- Retention of master documents in a centrally managed repository with managed access control

Below are the Security Domains that Information Security supports through policy:

- Information Security Policy
- Organization of Information Security
- Human Resource Security

- Asset Management
- Access Control
- Cryptography
- Physical and Environmental Security
- Operations Security
- Supplier Relationships
- Human Resource Security
- Communications Security
- Systems Acquisition, Development and Maintenance
- Supplier Relationships
- Information Security Incident Management
- Information Security Aspects of Business Continuity Management
- Compliance

## Policy Map

The following categories and associated policies govern WEX’s Information Security Program.

### *Management Direction for Information Security*

**Global Information Security Policy:** The Information Security Policy establishes the roles and responsibilities of WEX Inc.’s Global Information Security Department. This policy, along with all Information Security policies, standards, procedures, and guidelines, establishes the minimum requirements WEX has implemented to provide a secure environment for developing, implementing, and supporting information technology and systems.

### *Organization of Information Security*

**Mobile Device Security Policy:** This Mobile Device Security Policy provides a framework for mitigating the increased risk to WEX from the use of company owned and personally owned mobile devices used for company business and the support and management of these devices.

It is WEX’s objective to protect and maintain the confidentiality, integrity and availability access to all information systems data found in all WEX data classification levels. Mobile devices present unique challenges and problems for protecting WEX information assets and Intellectual Property. These special considerations arise from several factors including but not limited to:

- The ease with which they can be stolen by virtue of their compact size
- Value they present to thieves looking for quick conversion to cash or worse – targeting the data they contain
- Increased exposure to theft or damage because they are often outside of WEX physical premises

### *Human Resources Security*

**Global Information Security Awareness and Training Policy:** The purpose of this policy is to establish the

requirements for the WEX Information Security Awareness and Training program. All WEX employees and contractors must complete Information Security training and ongoing security awareness education. Additional training, including specialized security training must be delivered, as appropriate, for specific job functions.

WEX is committed to a culture of information security. This policy outlines the requirements for training applicable to WEX stakeholders. Specific functions at WEX require further training which is specified within this policy. Training ensures compliance with all applicable laws, standards and regulations is understood. Annual Information Security training is a requirement and is central to this responsibility.

### *Asset Management*

**Acceptable Use Policy:** This policy, together with the US Employee Handbook and the Code of Business Conduct and Ethics, establishes specific acceptable use requirements for all WEX computing and communication resources. These resources include computers, networks, electronic mail services, electronic information sources, cloud services, mobile devices, voicemail, telephone services, and other similar communication resources, as well as applicable third-party systems and applications that contain information about WEX, its employees, and its customers (collectively “WEX Resources”). These requirements protect WEX and its employees from illegal or damaging actions by those using WEX Resources.

Use of removable media, USB access to portable storage media (such as hard drives, CD/DVD drives, or memory sticks) has been disabled for most of the company. Only those with an IT-authorized and approved exception may access portable media by USB.

**Global Information Security Classification and Handling Policy:** Information Classification ensures that information receives an appropriate level of protection in accordance with its importance. This policy establishes three classifications of information and the associated handling requirements for each class of information.

**Global Data Leak Prevention (DLP) Policy:** The purpose of this Policy is to establish the requirements for establishing standards and measures for data protection of classified data. Data breaches are one of the biggest risks organizations face today. WEX will implement technical means to ensure classified information is stored in the organization’s specified locations. Data loss/leakage policies and procedures are intended to expedite detection and prevention of data breach/data loss in use, in motion, and at rest.

### *Access Control*

**Global Access Control and Password Policy:** The purpose of this Policy is to document WEX’s requirements for authorization, authentication, password conventions and the management of user accounts on all mission critical systems and systems that contain privacy information. This policy defines standards for employees and external parties (vendors, contractors, and agents) connecting to WEX’s network from any remote host, untrusted host, and remote network, including untrusted hosts on WEX’s intranet. The goal is to minimize the potential exposure to WEX from damages that may result from unauthorized use of WEX resources. Damages include the loss of sensitive or confidential data, theft of privacy information or intellectual property, damage to public image, damage to critical WEX internal systems, etc.



## *Cryptography*

**Global Encryption and Key Management Policy:** The purpose of this policy is to establish consistent and effective use of cryptographic controls to ensure the confidentiality, integrity, and authenticity of WEX or WEX customer information is protected in transit and at rest regardless of media, including relevant third-party systems and applications that contain WEX or WEX customer information.

## *Physical and Environmental Security*

**Global Equipment Disposal Policy:** The purpose of this policy is to establish a consistent and effective approach for equipment and storage media disposal and to ensure appropriate measures are in place to securely erase, sanitize, or otherwise destroy Confidential or Internal information on any storage media when no longer needed, including relevant third party systems and applications that contain WEX or WEX customer information.

WEX must ensure, secure and appropriate disposal of information Technology (IT) devices, network components, operating system or application software, and storage media to prevent unauthorized use or misuse of internal/external information. This can include, but is not limited to: magnetic tapes, floppy disks, removable disk drives, optical disks, copier and fax machines, non-volatile memory devices (including memory sticks and cards or USB memory storage and Personal Digital Assistants).

Acceptable disposal and destruction methods include:

- *Disposal for drives containing confidential or personal information:* Protected and confidential information is required to be permanently rendered unrecoverable from all forms of media before it is disposed or reused.
- *IT devices:* WEX -owned or leased assets will have data deleted in a manner that renders it unreadable.
- *Third parties:* If a third party is used for secure destruction a certificate of destruction when media has been destroyed and document of the full chain of custody from the time the storage media leaves WEX premises until the time the storage media is destroyed is required.

## *Operations Security*

**Change Management Policy:** This Change Management Policy sets forth WEX's requirements for ensuring that changes to systems are controlled and managed consistently in order to maintain availability of production systems, minimize risk of system failure, ensure appropriate approvals are obtained, and support the audit of production changes according to the standards set forth in this policy.

The change management process includes steps for originating a change request, capturing test results, and capturing the results of implementing the change request. Each of these steps must be reviewed and approved by management, all tracked in our change request tracking system.

**Global Virus Protection Policy:** This Virus Protection Policy establishes the requirements which must be met by all computers connected to the WEX production network to ensure effective virus prevention against all

forms of malicious software code

Antivirus and spyware updates help to safeguard against security vulnerabilities, mitigate threats to local workstations and laptops, better protect the entire WEX infrastructure and safeguard information assets and privacy information. Users do not have the ability to disable virus protection on individual workstations and laptops. WEX will periodically evaluate system types which may not be commonly affected by malicious software to determine if current risks warrant deploying anti-virus solutions to those system types or not. Such evaluations will be considered and reflected accordingly during reviews of this policy. All computers attached to a WEX network must utilize WEX approved/standard virus protection software and configured to automatically detect and clean viruses. This includes but is not limited to; Windows/Unix/Linux servers, desktop computers, laptop computers, MacOS X, File/ftp/tftp, proxy servers and device operating systems capable of virus software installation.

**Global Cloud Security Policy:** This policy outlines the circumstances and process through which WEX employees can utilize cloud services without jeopardizing company data and computing resources.

**Global Data Backup Policy:** The purpose of this policy is to establish the measures WEX institutes and maintains for backing up computerized data and information. The purpose for backing up data is to keep copies of WEX data in the event of catastrophic software or hardware failures in which WEX data becomes corrupt or destroyed.

This policy outlines the methods WEX requires for data backup. The functions of storage, handling and replication during the backup process are defined within this policy. Backup methodology is defined according to risk level and the data storage methodology. All policy statements take into account the importance of data confidentiality, integrity and availability.

**Global Event Logging and Monitoring Policy:** This purpose of this policy is to establish global logging and monitoring requirements for detecting, recording, reviewing and analyzing security related events on WEX assets.

All WEX information resources that store, process, transmit, or could affect the security of confidential data must be sufficiently logged and monitored to detect any deviations from authorized use or normal activities.

**Global Patch Management Policy:** This Patch Management Policy ensures that all WEX system components and software have the latest vendor-supplied security patches installed in a consistent manner.

Patching requirements for all WEX systems are outlined in this policy. Specifications for critical and system specific patches are defined. Patching frequency is aligned with system and risk requirements as defined in this policy.

**Global Vulnerability Management Policy:** The purpose of this Policy is to describe security testing processes WEX will follow to reduce the risk of security vulnerabilities being present in the Cloud, Mobile and supporting systems. Some vulnerabilities, if not addressed, pose a risk of unauthorized system access or information loss. While it is impossible to prove a system is vulnerability free, employing continuous security testing processes increases the likelihood security vulnerabilities are identified and remediated by WEX before they can be used for unauthorized activities.

All vulnerability testing must be performed by qualified WEX Information Security personnel or authorized third parties using industry accepted methodologies. The requirements for vulnerability testing, penetration testing, unauthorized wireless access point testing, application testing and cloud testing are all outlined in the remainder of this policy

### *Communications Security*

**Global Network Security Policy:** This Policy sets the controls and requirements for the security of data on networks to protect connected services from unauthorized access. Controls are also set for all internal and external network devices connected to WEX's network and will outline the minimum requirements to be configured, maintained and secured. WEX shall ensure the security of information in networks, availability of network services and information services using the network, and the protection of connected services from unauthorized access.

The objective of this policy is to establish a baseline of all WEX networking services. Access control to both internal and external network services will ensure the safety of the network. This will cover user and equipment authentication mechanisms, controls of user access of information services, and the appropriate interfaces between the WEX network and external networks.

All network equipment installations; maintenance and configuration changes involving connections to the WEX production network must be performed by either a member of the network team or an authorized delegate, and must adhere to the established architecture and change control procedures.

WEX network devices facilitate work efficiencies as well as prevent misuse or abuse of WEX resources that could be open to a potential attack or breach. They are boundaries of control where access to specific resources can be allowed or prevented in a manner which is both secure and reliable. Keeping network devices secure from exploitation is crucial to WEX's ability to protect company, staff and customer information.

### *System Acquisition, Development, and Maintenance*

**Software Development Life Cycle (SDLC) Policy:** This policy provides the underlying foundation required in establishing a well-defined Systems Development lifecycle framework for software application development methodologies and tools that are essential components in the management, development and delivery of software applications to support business needs and services.

**Global Secure Coding and Code Review Policy:** The purpose of this Policy is to establish a consistent and effective approach for secure coding and code reviews. This policy sets forth the minimum requirements that all software developers must follow to reduce the likelihood of introducing a defect or technical vulnerability into production software.

Vulnerability checks are inclusive, but not limited to, the following:

- Application security scans are routinely performed
- Input validation is used consistently throughout the product

- Design accounts for session management, SQL injection, XSS,CSRF
- Only approved crypto algorithms are used
- Application logs are sanitized to remove sensitive information
- Code reviews and Static Analysis are performed
- Regular software testing performed by trained 3rd party penetration testers and leading commercially available application security solutions

Additionally, application developers receive annual training in secure coding practices.

Development, test, and production environments are separated to reduce the risks of unauthorized access or changes.

### *Supplier Relationships*

**Vendor Management Policy:** This Policy outlines WEX’s processes for the evaluation and ongoing monitoring of Vendors as part of WEX’s overall risk management objectives, including for purposes of compliance with laws and regulations, contract management, management of third-party service providers, and information security and privacy requirements for the protection of WEX assets.

**Information Security Third Party Diligence Policy:** This policy has been set in place to ensure proper due diligence is performed on vendors in an extensive and consistent manner. This policy is specific to the Information Security role in Vendor Management.

### *Information Security Incident Management*

**Global Information Security Incident Response Policy:** This policy prescribes the steps in identifying, and responding to suspected or known security incidents that could compromise WEX information assets or privacy information. This includes mitigating, to the extent practicable, harmful effects of security incidents known to the company, reporting breaches, and documenting security incidents and their outcomes. The requirements for managing and responding to reported Information Security problems and issues will be established and documented within this policy.

WEX has developed and implemented an incident response plan that includes standardized notification and communications processes. Incidents are reviewed as identified and escalated into the incident response process on confirmed incidents or breaches. WEX notifies customers as soon as possible after confirmation of their data being affected by any breaches. It is a standard practice followed in the industry to first perform remedial actions and then disclose.

**Cyber Forensics Policy:** The purpose of this Policy is to describe the handling of evidence or digital forensic data during a security investigation, who is authorized to handle the data and the decommissioning of the data.

### *Information Security Aspects of Business Continuity Management*

The Business Continuity package can be separately requested.



*Compliance*

**Record Management Policy:** This Record Management Policy establishes WEX's requirements for managing business records from creation through active use, and onto their ultimate disposition.



# **Organizational Resilience Program Summary**

February 2023

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## INTRODUCTION

### Purpose

The Organizational Resilience Program Overview was created to provide clients with information identifying and defining the resiliency roles and responsibilities of WEX and our clients in the event operations are impacted due to disruption or disaster.

### Overview

The WEX Business Continuity Plan includes well-defined and documented procedures, designed to respond to unforeseen events. WEX utilizes a step-by-step, standardized incident management process that ensures all requirements relating to proper response, escalation, notification and resolution of a disruption of any type are met. The WEX BCP utilizes the ISO 22301 framework and is integrated with WEX physical and information security, and risk management systems. The WEX BCP adopts a process approach for establishing, implementing, operating, monitoring, reviewing, maintaining, and improving the organization's organizational resilience management system.

### Review Policy

Oversight of business continuity planning is assigned to the Director, Organizational Resilience who ensures that plan updates are completed and that the plan is tested and remains current and relevant.



## PLANNING AND PREPARATION

### Purpose

The WEX BCP is a documented set of procedures which defines how

WEX will continue or recover critical business functions during an unplanned disruption of service. The WEX BCP is a pre-designed management tool for remediating situations that could cause loss of life, processes, systems, properties, facilities and functionality which resultantly reduces capacity and capability for a period of time.

### Planning Methodology

The WEX business continuity planning methodology addresses the critical business functions provided by internal lines of business as well as critical services provided by external sources. This methodology uses mitigation efforts to decrease the likelihood of service disruptions and increase organizational resiliency. To ensure maximum effectiveness, the business continuity plans of all lines of business are updated and exercised continuously.

### Business Continuity Plan (BCP) Policy

The WEX Corporate Business Continuity Policy requires that each line of business establish and maintain a business continuity plan to affect the efficient recovery of critical business functions lost as a result of a disruption of critical systems and/or services. The BCP owned by each line of business also includes emergency response plans that address the protection of life and the safety of WEX employees and clients, as well as the protection of physical and information assets.

The WEX Business Continuity Plan ensures that WEX employees, and the physical and information assets entrusted to us by our clients are protected by viable response and recovery plans. The Corporate BCP takes an all hazards approach to the assessment of risk posed to critical business functions and develops comprehensive plans that provide for effective recovery from a disruption of critical business functions. The plans are tested before implementation and exercised regularly thereafter to ensure their viability and continued improvement.

### Objective

The objective of the WEX BCP is to provide a comprehensive and systematic process of prevention, mitigation, preparedness, response, continuity, and recovery that provides an on-going, dynamic, and interactive process that serves to assure the continuation of the organization's critical business functions before, during, and after a disruptive event.

The BCP allows WEX to:

- Effectively manage disruptions
- Provide efficient notification to personnel, clients, business partners, service providers and vendors
- Ensure organizational stability
- Provide well-defined and documented incident management procedures to minimize decision making during a disaster
- Ensure regulatory and legal compliance
- Ensure regular testing of response/recovery plans

## RECOVERY

### Summary

The WEX BCP provides well defined and documented procedures which provide the incident management team with the ability to effectively and efficiently manage the recovery process during and after a disruption of service to our clients. By implementing the pre-planned procedures, our incident management team can work together in an expedient and effective manner to resolve any unforeseen incident and ensure that the impact to our clients is minimized.

### Alternate Processing Sites

WEX utilizes a combination of cloud and physical infrastructure to ensure resilience and recoverability of production systems across the globe. Each primary production system is designed to be highly available and resilient by utilizing HA architecture within each data center or by duplicating systems across multiple cloud availability zones as well as a corresponding disaster recovery solution to ensure recoverability of production systems.

The WEX call center will staff the alternate processing sites with operational support staff, technical, telecommunications, and administrative support personnel. WEX will maintain a fully functional Emergency Command Center at each location to provide redundancy for incident command.

## PLAN ORGANIZATION

### Overview

The WEX BCP consists of multiple plans that outline physical security, emergency response, and recovery responsibilities, tasks, and procedures to be used throughout recovery efforts for our business locations and data centers.

WEX utilizes multiple industry recognized automated resiliency tools and services to ensure global situational awareness, effective preparation, communication and collaboration across the enterprise related to resiliency planning, testing and incident management.

### Business Unit Plans

The business unit plans contain the recovery tasks and the action items required to recover the functions of each critical business unit.

### Technology Plans

The technology plans identify the responsibilities, recovery tasks, detailed logistics and action items vital to recovering the critical applications and network infrastructure that supports our business units.

### Emergency Response Plans

The emergency response plans identify the responsibilities and action items required for initial response to incidents and focus on preservation of life and safety of WEX employees and clients, as well as, the safeguarding of physical and information assets.

### Corporate Incident Management System (IMS)

By allocating resources and providing a standardized incident management structure for all affected locations, the IMS identifies the Emergency Operations Center (EOC) responsibilities and activities that will assist the crisis management and recovery teams throughout the recovery effort. The responsibilities and tasks contained in the IMS are performed at the designated EOC.

### Crisis Communications Plan (CCP)

The crisis communications plan provides procedures for the management and coordination of communications within WEX and externally to WEX clients and external stakeholders.

### Pandemic Plan

The WEX Pandemic Plan lays out the strategic approach and preparations for influenza or other infectious disease pandemic. The plan is designed to minimize the risk to the health and safety of WEX employees and customers and ensure the continuity of business operations.

The plan includes recommendations from the Centers for Disease Control (CDC) and includes tactics for addressing workforce and facility impairment, notification of employees, and clients in the event of plan activation.

### **Support Plans**

The support plans identify the responsibilities and recovery tasks required to provide emergency travel, financial, human resource, damage assessment, and salvage activities.

## **EVALUATION AND TESTING**

### **Summary**

WEX will evaluate organizational resilience plans, procedures and capabilities through periodic assessments, testing, After Action Reports (AAR), performance evaluations and exercises.

### **Monitoring and Measurement**

WEX will establish, implement and maintain performance metrics and procedures to monitor and measure, on a regular basis, those characteristics of its operations that have a material impact on its performance, including partnership and supply chain relationships. The procedure shall include documenting of information to monitor performance, applicable operational controls, and conformity with the organization's organizational resilience objectives.

### **Evaluation of Compliance**

Consistent with its commitment to compliance, WEX is continuously evaluating compliance with applicable legal and regulatory requirements. WEX will evaluate compliance with other requirements to which it subscribes including industry best practices.

### **Exercises**

WEX will validate its Business Continuity Plans using testing and exercises that:

- Are consistent with the scope of the BCP and the objectives of the organization
- Are based on scenarios that are well planned with clearly defined objectives
- Minimize the risk of disruption to operations and assets
- Produce a formalized post exercise report that contains outcomes, recommendations, and plans to implement improvements in a timely fashion
- Are reviewed within the context of promoting continual improvement and are conducted at planned intervals, from time to time on a non-periodic basis, and when significant changes occur within the organization and the environment it operates in.

## **ABOUT WEX**

WEX Inc. is a leading provider of corporate payment solutions. From our roots in fleet card payments beginning in 1983, WEX has expanded the scope of the business into a multi-channel provider of corporate payment solutions and offering exceptional payment security and control across a wide spectrum of business sectors.

## Sample No Driver Stranded (NDS) Matrix

### Decline Matrix Scenarios for No Driver Stranded Policy

Decline Reason	Action Required by WEX CS Rep
<b>Card Issues</b>	
<b>Exceeding Authorization Controls</b>	<p>Move card to "Stranded" Profile.            Allow the transaction to process.            Move card back to its original profile.  <i>Complete notification to ABC Co.</i></p> <p><i>If transaction is for not for Fuel or Oil/Fluids refer driver to Area Manager.</i></p>
<b>Card is Lost, Stolen, Terminated, or Suspended for any reason</b>	<p>Advise use of alternate form of payment.            Refer driver to Area Manager.</p>
<b>Invalid Driver ID Issues</b>	
<b>Driver is unsure of DID and the DID is active</b>	<p>Ask driver for their employee number and license plate of vehicle to verify driver's identity.            Once verified, add driver to account with a random generated DID.            Allow the transaction to process.            Terminate the DID.            Refer driver to Area Manager for DID.  <i>Complete notification to ABC Co</i></p> <p><i>Do you want to cap transaction at a certain dollar amount?</i></p>
<b>Driver is terminated on all accounts</b>	<p>Advise use of alternate form of payment.            Refer driver to Area Manager.</p>
<b>Driver is not set up or terminated on current account but driver is active on another account</b>	<p>Ask driver for their employee number and license plate of vehicle to verify driver's identity.            Once verified, add driver to account with a random generated DID.            Allow the transaction to process.            Terminate the DID.            Refer driver to Area Manager for DID.  <i>Complete notification to ABC Co</i></p> <p><i>Do you want to cap transaction at a certain dollar amount?</i></p>
<b>Driver is not added on any accounts</b>	<p>Advise use of alternate form of payment.            Refer driver to Area Manager.</p>



Misc. Issues	
<b>Terminated Branch Location</b>	Advise use of alternate form of payment. Refer driver to Area Manager.
<b>Non WEX Accepting Location</b>	Find another location. If not possible, use an alternate form of payment.