

IDAHO

State of Idaho

CHANGE ORDER - 06

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO15200544

Account Number: AC-1

Revision Number: 06

Change Order Date: June 11, 2019

Service Start Date: December 9, 2018

Service End Date: December 8, 2019

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Ryan Kelly
WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047
Phone: 952-922-1104

Fax: 207-253-1497

Email: ryan.kelly@wexinc.com

Buyer Contact

Jason Urquhart
Dept of Administration - Division of Purchasing
650 West State St Rm B-15 Boise ID, 83706
United States
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

SBPO15200544, Statewide Fleet Card Services for the State of Idaho (the "Contract") is amended effective June 3, 2019. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO15200544 is amended as follows:

THIS IS AN ADMINISTRATIVE AMENDMENT, TO WHICH THE CONTRACTOR AGREED VIA A MAY 31, 2019 EMAIL, TO CONTRACT NUMBER SBPO15200544. THE PURPOSE OF THIS ADMINISTRATIVE AMENDMENT IS TO DELETE THE LAST FOUR (4) PAGES OF EXHIBIT A TO AMENDMENT NO. FIVE (5) TO CONTRACT SBPO15200544, WHICH PAGES WERE INADVERTENTLY INCLUDED IN AMENDMENT NO. FIVE (5). THOSE LAST FOUR (4) PAGES ARE UNDER THE HEADING "CLEARVIEW SNAP™ TERMS OF USE", AND THEY ARE HEREBY DELETED FROM CONTRACT SBPO15200544.

(The "™" within the quotation marks directly above is intended to be superscript, but, the e-procurement system cannot make it appear as such.)

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 12/9/14 - 12/8/17. Total estimated spend: \$25,500,000.00.

Amendment 01: No change to contract value.

Amendment 02: No change to contract value.

Amendment 03 (renewal): 12/9/17 – 12/8/18. Total estimated spend: \$7,500,000.00.

Amendment 04 (renewal): 12/9/18 – 12/8/19. Total estimated spend: \$9,000,000.00.

Amendment 05: No change to contract value.

Amendment 06 (admin amendment): No change to contract value.

Total estimated contract value: \$42,000,000.00.

(Amounts shown on this SBPO are estimated spend amounts only. There are no state funds paid to the Contractor under contract SBPO15200544.)

| Supplier Part Number | Items | | | | |
|-------------------------------|---|------------|------|--------------|----------------|
| | Quantity | Back Order | Unit | Unit Price | Total |
| | 1.00 | 0 | ANN | 9,000,000.00 | \$9,000,000.00 |
| Item Description | #1 | | | | |
| | Contract renewal period: December 9, 2018 through December 8, 2019. | | | | |
| | 🚩 | | | | |
| Delivery Date: | December 09, 2018 | | | | |
| Shipping Method: | Delivery | | | | |
| Shipping Instructions: | | | | | |
| Ship FOB: | Destination | | | | |
| Attachment(s) | | | | | |
| Special Instructions: | | | | | |

Sub-Total (USD) \$9,000,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$9,000,000.00

Note: If there is a 📄 next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart

IDAHO

State of Idaho

CHANGE ORDER - 05

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO15200544

Account Number: AC-1

Revision Number: 05

Change Order Date: May 21, 2019

Service Start Date: December 9, 2018

Service End Date: December 8, 2019

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Ryan Kelly
WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047
Phone: 952-922-1104

Fax: 207-253-1497

Email: ryan.kelly@wexinc.com

Buyer Contact

Jason Urquhart
Dept of Administration - Division of Purchasing
650 West State St Rm B-15 Boise ID, 83706
United States
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

SBPO15200544, Statewide Fleet Card Services for the State of Idaho (the "Contract") is amended effective May 21, 2019. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO15200544 is amended as follows:

The Contract is amended per the attached document with the heading "Amendment No. Five (5) to Contract Number SBPO15200544 for Statewide Fleet Card Services for Various State of Idaho Agencies, Institutions and Departments". (See the document with the document file name "AM 5 to SBPO15200544.pdf".)

Contract History:

Contract initial term: 12/9/14 - 12/8/17. Total estimated spend: \$25,500,000.00.

Amendment 01: No change to contract value.

Amendment 02: No change to contract value.

Amendment 03 (renewal): 12/9/17 – 12/8/18. Total estimated spend: \$7,500,000.00.

Amendment 04 (renewal): 12/9/18 – 12/8/19. Total estimated spend: \$9,000,000.00.

Amendment 05: No change to contract value.

Total estimated contract value: \$42,000,000.00.

(Amounts shown on this SBPO are estimated spend amounts only. There are no state funds paid to the Contractor under contract SBPO15200544.)

| Supplier Part Number | Items | | | | |
|----------------------|----------|------------|------|--------------|----------------|
| | Quantity | Back Order | Unit | Unit Price | Total |
| | 1.00 | 0 | ANN | 9,000,000.00 | \$9,000,000.00 |

Item Description

#1

Contract renewal period: December 9, 2018 through December 8, 2019.



Delivery Date:

December 09, 2018

Shipping Method:

Delivery

Shipping Instructions:

Ship FOB:

Destination

Attachment(s)

Special Instructions:

| | |
|----------------------------|----------------|
| Sub-Total (USD) | \$9,000,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$9,000,000.00 |

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By :

Jason R. Urquhart

Amendment No. Five (5)
to
Contract Number SBPO15200544
for
Statewide Fleet Card Services
for
Various State of Idaho Agencies, Institutions and Departments

Parties: The Division of Purchasing "DOP"

 and

 WEX Bank "Contractor"

Recitals:

- A. The Parties entered into a Contract (Contract Number SBPO15200544) for Statewide Fleet Card Services (the "Contract"), effective December 9, 2014.

- B. The Parties wish to amend the Contract to allow for use of WEX Bank's ClearView Essentials platform, to which, at this time, only Idaho Transportation Department staff will have access.

- C. The Parties agree that WEX Bank shall not charge any fees to Participating Agencies that use the ClearView Essentials platform.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The document with the heading "CLEARVIEW™ TERMS OF USE" attached as Exhibit A to this Amendment is hereby incorporated into the Contract. In the case of any conflict between the terms and conditions found in this document and the terms and conditions found in the State of Idaho Standard Contract Terms and Conditions and the Special Terms and Conditions of Contract number SBPO15200544, the terms and conditions found in the State of Idaho Standard Contract Terms and Conditions and the Special Terms and Conditions of Contract number SBPO15200544 shall take precedence.

Other terms and conditions, if any, related to any website associated with the ClearView platform are void.

- 2. Until given further written notice by DOP, WEX Bank will only provide access to the ClearView Essentials platform to Idaho Transportation Department staff.

- 3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.

4. This Amendment is effective upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

CONTRACTOR

THE STATE OF IDAHO

WEX Bank

**Division of Purchasing
Department of Administration**

By: 
Tim Laukka, President & CEO

By: 
Jason Urquhart, Purchasing Officer

Date: 4/10/19

Date: 5/21/19

APPROVED

By Eleanor Duffus at 2:26 pm, Apr 10, 2019

Exhibit A

CLEARVIEW™ TERMS OF USE

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 general the terms and conditions of contract SBPO15200544 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 of contract SBPO15200544."

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.

ClearView includes machine learning algorithms that cleanse erroneous data we receive from third parties. WEX assumes no responsibility for any damages that may be suffered by you due to the use of CV's correction algorithms, 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. Machine learning algorithms delivered in CV are not integrated with any other WEX systems or reporting.

On occasion, we will make new products, modules, and functionality available to customers during a free trial, pilot, or beta test. 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 alter and/or discontinue any new products, modules, and functionality that are offered as part of a free trial, pilot, or beta test.

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 30 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, 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. For questions concerning CV, please email us at support@wexclearview.com.

12. Click-Through Terms and Conditions: Any click-through terms and conditions associated with use of CV are void.

IDAHO

State of Idaho

CHANGE ORDER - 04 PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO15200544

Account Number: AC-1

Revision Number: 04

Change Order Date: December 03, 2018

Service Start Date: December 9, 2018

Service End Date: December 8, 2019

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Ryan Kelly
 WEX Bank
 7090 South Union Park Center
 Suite 350
 Midvale, UT 84047
Phone: 952-922-1104

Fax: 207-253-1497

Email: ryan.kelly@wexinc.com

Buyer Contact

Jason Urquhart
 Dept of Administration - Division of Purchasing
 650 West State St Rm B-15 Boise ID, 83706
 United States
 Tel: 208-332-1608
 Fax: 208-327-7320
 jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

SBPO15200544, Statewide Fleet Card Services for various State of Idaho Agencies, Institutions, and Departments (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:

Contract initial term: 12/9/14 - 12/8/17. Total estimated spend: \$25,500,000.00.

Amendment 01: No change to contract value.

Amendment 02: No change to contract value.

Amendment 03 (renewal): 12/9/17 – 12/8/18. Total estimated spend: \$7,500,000.00.

Amendment 04 (renewal): 12/9/18 – 12/8/19. Total estimated spend: \$9,000,000.00.


Total estimated contract value: \$42,000,000.00.

(Amounts shown on this SBPO are estimated spend amounts only. There are no state funds paid to the Contractor under contract SBPO15200544.)

| Supplier Part Number | Items | | | | |
|-------------------------------|---|------------|------|--------------|----------------|
| | Quantity | Back Order | Unit | Unit Price | Total |
| | 1.00 | 0 | ANN | 9,000,000.00 | \$9,000,000.00 |
| Item Description | #1 | | | | |
| | Contract renewal period: December 9, 2018 through December 8, 2019. | | | | |
| | ☞ | | | | |
| Delivery Date: | December 09, 2018 | | | | |
| Shipping Method: | Delivery | | | | |
| Shipping Instructions: | | | | | |
| Ship FOB: | Destination | | | | |
| Attachment(s) | | | | | |
| Special Instructions: | | | | | |

| | |
|----------------------------|----------------|
| Sub-Total (USD) | \$9,000,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$9,000,000.00 |

Note: If there is a ⬇️ next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart



State of Idaho

Department of Administration
Division of Purchasing

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

November 27, 2018

WEX Bank
Attn: Ryan Kelly

VIA ELECTRONIC TRANSMISSION
EMAIL: ryan.kelly@wexinc.com

RE: Renewal of Contract SBPO15200544, a Statewide Fleet Card Services for the State of Idaho

Expiring 12/8/18

The State of Idaho would like to renew the above referenced Contract for one (1) year.

The Contract renewal period is 12/9/2018 to 12/8/19. The same terms, conditions and prices prevail for the Contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please complete the section below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

CONTRACTOR-COMplete THIS SECTION:

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

| | |
|--|---|
| Contractor agrees to the terms detailed above: | |
| COMPANY: | <u>WEX Bank</u> |
| BY: | <u><i>Kirk S. Weiler</i></u> (Signature) |
| | <u>Kirk S. Weiler</u> (Printed Name) |
| DATE: | <u>November 28, 2018</u> |

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO15200544:

| | |
|--------------|--|
| Contact Name | Ryan Kelly |
| Title | Strategic Relationship Manager, Public Sector |
| Address | 97 Darling Avenue, South Portland, ME 04106 |
| Phone | 952-922-1104 |
| Fax | |
| E-mail | ryan.kelly@wexinc.com |

APPROVED
By Eleanor Duffus at 6:04 pm, Nov 28, 2018

IDAHO

State of Idaho

CHANGE ORDER - 03

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO15200544

Account Number: AC-1

Revision Number: 03

Change Order Date: November 21, 2017

Service Start Date: December 9, 2017

Service End Date: December 8, 2018

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Ryan Kelly
 WEX Bank
 7090 South Union Park Center
 Suite 350
 Midvale, UT 84047
Phone: 952-922-1104

Fax: 207-253-1497

Email: ryan.kelly@wexinc.com

Buyer Contact

Jason Urquhart
 Dept of Administration - Division of Purchasing
 650 West State St Rm B-15 Boise ID, 83706
 United States
 Tel: 208-332-1608
 Fax: 208-327-7320
 jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720

Phone: 208-332-1600

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP Program Manager

Instructions

SBPO15200544, Statewide Fleet Card Services for various State of Idaho Agencies, Institutions, and Departments (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:

Contract initial term: 12/9/14 - 12/8/17. Total estimated spend: \$25,500,000.00.

Amendment 01: No change to contract value.

Amendment 02: No change to contract value.

Amendment 03 (renewal): 12/9/17 – 12/8/18. Total estimated spend: \$7,500,000.00.

Total estimated contract value: \$33,000,000.00.

(Amounts shown on this SBPO are estimated spend amounts only. There are no state funds paid to the Contractor under contract SBPO15200544.)

| | | Items | | | |
|-------------------------------|---|------------|------|--------------|----------------|
| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |
| | 1.00 | 0 | ANN | 7,500,000.00 | \$7,500,000.00 |
| Item Description | #1 | | | | |
| | Contract renewal period: December 9, 2017 through December 8, 2018. | | | | |
| | 🚩 | | | | |
| Delivery Date: | June 06, 2015 | | | | |
| Shipping Method: | Delivery | | | | |
| Shipping Instructions: | Ship to: Various State Agencies | | | | |
| Ship FOB: | Destination | | | | |
| Attachment(s) | | | | | |
| Special Instructions: | | | | | |

| | |
|----------------------------|----------------|
| Sub-Total (USD) | \$7,500,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$7,500,000.00 |

Note: If there is a 📉 next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart



State of Idaho
Department of Administration
Division of Purchasing

C.L. "Butch" OTTER
 Governor
ROBERT L. GEDDES
 Director
SARAH HILDERBRAND
 Administrator

650 West State Street B-15 (83702)
 P. O. Box 83720
 Boise, ID 83720-0075
 Telephone (208) 327-7465
 Fax: 208-327-7320
<http://purchasing.idaho.gov>

November 16, 2017

WEX Bank
 Attn: Ryan Kelly

VIA ELECTRONIC TRANSMISSION
 EMAIL: ryan.kelly@wexinc.com

RE: Renewal of Contract SBPO15200544, a Statewide Fleet Card Services for the State of Idaho

Expiring 12/8/17

The State of Idaho would like to renew the above referenced Contract for one (1) year.

The Contract renewal period is 12/9/2017 to 12/8/18. The same terms, conditions and prices prevail for the Contract renewal period, except as expressly modified herein.


If the terms of this renewal letter are acceptable to your company, please complete the section below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

CONTRACTOR-COMplete THIS SECTION:

Sincerely,


 Jason Urquhart
 Idaho Division of Purchasing

| | |
|---|---|
| RENEWAL APPROVED (check one): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |
| COMPANY: | WEX Bank |
| BY: |  (Signature) |
| | Kevin Dansie (Printed Name) |
| DATE: | 11/17/17 |

APPROVED
 By Eleanor Duffus at 1:22 pm, Nov 17, 2017

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO15200544:

| | |
|--------------|--|
| Contact Name | |
| Title | |
| Address | |
| Phone | |
| Fax | |
| E-mail | |



State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO15200544

Account Number: AC-1

Revision Number: 02

Change Order Date: June 9, 2015

Service Start Date: December 9, 2014

Service End Date: December 8, 2017

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Ryan Kelly
WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047
Phone: 952-922-1104

Fax: 207-253-1497

Email: ryan.kelly@wexinc.com

Buyer Contact

Jason Urquhart
Dept of Administration - Division of Purchasing 650
West State St Rm B-15 Boise ID, 83706 United States
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720

Phone: 208-332-1600

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP Program Manager

Instructions

SBPO15200544, Statewide Fleet Card Services for the State of Idaho (the "Contract") is amended effective June 5, 2015. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO15200544 is amended as follows:

This contract is amended per the attached document with the heading "AMENDMENT NUMBER 2 TO THE STATEWIDE FLEET CARD SERVICES CONTRACT". (See the document with the document file name "Amendment 2 to SBPO15200544.pdf".)

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 12/9/14 - 12/8/17. Total estimated amount: \$25,500,000.00.
Amendment 01: No change to contract value.
Amendment 02: No change to contract value.
Total estimated contract value: \$25,500,000.00.

| Items | | | | | |
|----------------------|----------|------------|------|------------|-------|
| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |


| | | | | | |
|--|---|---|-----|----------------|-----------------|
| | 3 | 0 | ANN | \$8,500,000.00 | \$25,500,000.00 |
|--|---|---|-----|----------------|-----------------|

Item Description #1
Contract Initial term.

Delivery Date: June 6, 2015
Shipping Method: Delivery
Shipping Instructions: Ship to: Various State Agencies
Ship FOB: Destination
Attachment(s)
Special Instructions:

| | |
|----------------------------|-----------------|
| Sub-Total (USD) | \$25,500,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$25,500,000.00 |

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 
Signed By : Jason R. Urquhart

**AMENDMENT NUMBER 2 TO THE STATEWIDE FLEET
CARD SERVICES CONTRACT**

THIS AMENDMENT to State of Idaho Contract number SBPO15200544, dated December 9, 2014 (the "Contract") for Statewide Fleet Card Services for Various State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, and other authorized entities, is between **WEX Bank** ("Contractor") and the **State of Idaho** ("State").

WHEREAS, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of three (3) years which commenced on December 9, 2014; and

WHEREAS, Contractor requires additional standard documents to be executed as part of its regular course of business, related primarily to the imposition of taxes, Federal reporting requirements and website use;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the State and Contractor mutually agree to amend the Contract as follows:

1. The Rebate Table in WEX Bank's document with the heading "WEX Fleet Card Financial Incentives for the State of Idaho" is changed to read as follows:

Rebate Table

| Monthly Gallons | Basis Points (Rebate Percentage) |
|------------------------|---|
| 100,000-174,999 | 1.00 (1%) |
| 175,000-299,999 | 1.30 (1.30%) |
| 300,000-399,999 | 1.35 (1.35%) |
| 400,000+ | 1.40 (1.40%) |

This amendment is effective as of the last date signed below.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

CONTRACTOR

THE STATE OF IDAHO

WEX Bank

**Division of Purchasing
Department of Administration**

By: Kirk S. Weiler
Kirk Weiler, President & CEO

By: [Signature]
Jason Urquhart, Purchasing Officer

Date: 5/29/15

Date: 6/5/15

APPROVED AS
TO FORM
[Signature]

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO15200544

Account Number: AC-1

Revision Number: 01

Change Order Date: March 27, 2015

Service Start Date: December 9, 2014

Service End Date: December 8, 2017

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Ryan Kelly
WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047
Phone: 952-922-1104

Fax: 207-253-1497**Email:** ryan.kelly@wexinc.com

Buyer Contact

Jason Urquhart
Dept of Administration - Division of Purchasing 650
West State St Rm B-15 Boise ID, 83706 United States
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465**Fax:** 208-327-7320**Email:** purchasing@adm.idaho.gov**Mail Stop:** DOP - Various Locations

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720

Phone: 208-332-1600**Fax:** 208-327-7320**Email:** purchasing@adm.idaho.gov**Mail Stop:** DOP Program Manager

Instructions

SBPO15200544, Statewide Fleet Card Services for the State of Idaho (the "Contract") is amended effective March 27, 2015. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO15200544 is amended as follows:

This contract is amended per the attached document with the heading "AMENDMENT NUMBER 1 TO THE STATEWIDE FLEET CARD SERVICES CONTRACT". (See the document with the document file name "Amendment 1 to SBPO15200544.pdf".)


NO OTHER CHANGES NOTED.

Contract History:


Contract initial term: 12/9/14 - 12/8/17. Total estimated amount: \$25,500,000.00.

Amendment 01: No change to contract value.

Total estimated contract value: \$25,500,000.00.

| Items | | | | | |
|-------------------------------|---|------------|------|----------------|-----------------|
| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |
| Item Description | 3 | 0 | ANN | \$8,500,000.00 | \$25,500,000.00 |
| | #1 | | | | |
| | Contract initial term. | | | | |
| |  | | | | |
| Delivery Date: | March 28, 2015 | | | | |
| Shipping Method: | Delivery | | | | |
| Shipping Instructions: | Ship to: Various State Agencies | | | | |
| Ship FOB: | Destination | | | | |
| Attachment(s) | | | | | |
| Special Instructions: | | | | | |

| | |
|----------------------------|-----------------|
| Sub-Total (USD) | \$25,500,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$25,500,000.00 |

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By :

**AMENDMENT NUMBER 1 TO THE STATEWIDE FLEET
CARD SERVICES CONTRACT**

THIS AMENDMENT to State of Idaho Contract number SBPO15200544, dated December 9, 2014 (the "Contract") for Statewide Fleet Card Services for Various State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, and other authorized entities, is between **WEX Bank** ("Contractor") and the **State of Idaho** ("State").

WHEREAS, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of three (3) years which commenced on December 9, 2014; and

WHEREAS, Contractor requires additional standard documents to be executed as part of its regular course of business, related primarily to the imposition of taxes, Federal reporting requirements and website use;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the State and Contractor mutually agree to amend the Contract as follows:

1. The document with the heading "Tax Exemption & Reporting Enrollment Form", signed and dated as of March 19, 2015, is hereby incorporated into the Contract. In the case of any conflict between the terms and conditions found in this document, and the terms and conditions found in the State of Idaho Standard Contract Terms and Conditions and the Special Terms and Conditions of Contract number SBPO15200544, the terms and conditions found in the State of Idaho Standard Contract Terms and Conditions and the Special Terms and Conditions of Contract number SBPO15200544 shall take precedence.
2. The document with the heading "Terms & Policies" (see the document with the document file name "WEXOnline Click-Through Terms_FINAL_03 11 15.docx") is hereby incorporated into the Contract. In the case of any conflict between the terms and conditions found in this document, and the terms and conditions found in the State of Idaho Standard Contract Terms and Conditions and the Special Terms and Conditions of Contract number SBPO15200544, the terms and conditions found in the State of Idaho Standard Contract Terms and Conditions and the Special Terms and Conditions of Contract number SBPO15200544 shall take precedence.

The Terms and Policies, and any other terms and conditions, found within the WEXOnline website (www.wexonline.com) are void.

This amendment is effective as of the last date signed below.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

CONTRACTOR

WEX Bank

By: Kirk S. Weiler
Kirk Weiler, President & CEO

Date: 3/25/15

THE STATE OF IDAHO

**Division of Purchasing
Department of Administration**

By: [Signature]
Jason Urquhart, Purchasing Officer

Date: 3/27/15

APPROVED AS TO FORM
RUB

Terms & Policies

- [Terms of Use](#)
- [Privacy Policy](#)
- [Internet Security](#)
- [System Configuration](#)

TERMS OF USE

Please read these terms carefully before using this site.

1. General

WEX Inc. provides this web site subject to the following terms of use ("Terms"). WEX Inc. owns and operates this site. Our Business Charge Accounts, including those established in conjunction with program sponsors, are issued by WEX Bank. Your continued use of this website 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 our products and services. These revised terms shall supersede any standard Click-Through terms acknowledged by users subject to this agreement in the WEXOnline portal. 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 may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on this website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without our express prior written consent.

4. Use of the Site

You are accessing this site using the Internet and your Internet service provider. Security cannot be guaranteed. We hereby disclaim all liability for any security breaches of online communications or for any electronic, computer or other system failures other than security breaches of online communications or for any electronic, computer or other system failures that are due to the negligence or willful misconduct of WEX. 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, including, without limitation, loss due to data modification or destruction.

WEX remains subject to certain laws governing the protection of confidential personal information and Account Users using the services. As such, WEX shall provide its credit services to you in accordance with applicable laws and the highest standards as customary in the industry to protect and keep confidential such Confidential Information, as defined in the WEX Bank final terms (Idaho_Tms for inc for govt business_FINAL_12 05 14.doc) as attached to the Contract SBPO15200544. In doing so, WEX shall maintain an information security plan and business continuity plan to help ensure that its systems are maintained in accordance with banking standards and regulations applicable to the Confidential Information being held by WEX. WEX will, at WEX's expense, establish and maintain PCI industry standard physical and technical security policies.

Information Security Program. WEX maintains an information security program that is designed to: (a) ensure the security, confidentiality, and availability of its data; (b) protect against any anticipated threats or hazards to the security or integrity of the its data (c) protect against unauthorized access to or use of the its data; (d) ensure

the proper disposal of its data; and, (e) ensure that all its personnel comply with all of these Terms. WEX provide its services using physical and environmental security measures designed to prevent unauthorized access to, and otherwise physically and electronically protect, its data and services.

You agree not to use this site for any purpose except access to descriptions of our products and services. 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.

5. **Validity of Terms**

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. 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. **Questions**

For questions concerning these terms or the products described online please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., P.O. Box 639, Portland, ME 04104. Be sure to include your account number with all inquiries.

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Privacy Policy

The Privacy Policy below shall be superseded by Section 18 of the Additional Terms (Idaho_Tms for inc for govt business_FINAL_12 05 14.doc) which is incorporated as part of Contract No.SBPO15200544, and the negotiated Privacy Policy terms attached to that document.

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 this site.

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 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 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 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 as well as the Joint Privacy Policy for Wright Express Corporation and Wright Express Financial Services Corporation.
- 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 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, 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 this site 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 this site. 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 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, WEXOnline 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@wexinc.com. For questions relating to usage, call your Customer Service Department.

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System Configuration

The 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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State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary

Purchase Order Number: SBPO15200544
Account Number: AC-1
Purchase Order Date: December 9, 2014
Service Start Date: December 9, 2014
Service End Date: December 8, 2017
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination
Attachment(s):

Supplier

Ryan Kelly
 WEX Bank
 WEX Bank
 7090 South Union Park Center
 Suite 350
 Midvale, UT 84047
 952-922-1104

Buyer Contact

Jason Urquhart
 Dept of Administration - Division of
 Purchasing 650 West State St Rm B-15
 Boise ID, 83706 United States
 Tel: 208-332-1608
 Fax: 208-327-7320
 jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions

Contract for Statewide Fleet Card Services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, and other authorized entities. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis. This Contract is to be drawn upon as requested by Participating Agencies for the period noted above and may be renewed for seven (7) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

Contract Usage Type:.....Open Contract. Public Agency Clause:Yes.


NOTICE TO CONTRACTOR: This notice of award is NOT an order to ship. Purchase orders against this SBPO Contract will be furnished by the Ordering Agency on whose behalf this Contract is made.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED PROPOSAL (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document (including written correspondence from the State to WEX Bank during the clarification period; see the State's letter to WEX Bank dated December 5, 2014, which memorializes the clarification period's correspondence).
3. The Contractor's signed Proposal (including written correspondence from WEX Bank to the State during the clarification period; see WEX Bank's response dated December 5, 2014, which confirms WEX Bank's understanding and agreement as it relates to the requirements of subsection 6.17 of the RFP).

| Items | | | | | |
|----------------------|----------|------------|------|------------|-------|
| Supplier Part Number | Quantity | Back Order | Unit | Unit Price | Total |

| | | | | | |
|-------------------------------|---|---|-----|----------------|-----------------|
| | 3 | 0 | ANN | \$8,500,000.00 | \$25,500,000.00 |
| Item Description | #1 | | | | |
| | Contract initial term. | | | | |
| |  | | | | |
| Delivery Date: | December 8, 2014 | | | | |
| Shipping Method: | Delivery | | | | |
| Shipping Instructions: | Ship to: Various State Agencies | | | | |
| Ship FOB: | Destination | | | | |
| Attachment(s) | | | | | |
| Special Instructions: | | | | | |

| | |
|----------------------------|-----------------|
| Sub-Total (USD) | \$25,500,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$25,500,000.00 |

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.


 Jason R. Urquhart



State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

FAX (208) 327-7320

<http://purchasing.idaho.gov>

C.L. "BUTCH" OTTER

Governor

TERESA LUNA

Director

BILL BURNS

Administrator

SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, label the exterior of your package as follows:

"SEALED BID"

BUYER: [name of the RFP or ITB Lead]

SEALED BID FOR: [title of solicitation]

BID NUMBER: [ITB# or RFP#]

CLOSES: [Closing Date]

Send your sealed bid package to:

Division of Purchasing

PO Box 83720

Boise, ID 83720-0075

FedEx, UPS or other Couriers:

Division of Purchasing

650 West State Street B-15

Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Offeree. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

BID Number: RFP15000005

BID Title: STATEWIDE FLEET CARD SERVICES

BIDDER/OFFEROR (Company Name) WEX BANK

ADDRESS 7090 SOUTH UNION PARK CENTER, SUITE 350

CITY, ST, ZIP MIDVALE, UT 84047

PHONE: 888-842-0075 FAX: 801-568-4356 FEIN: 84-1425616

E-Mail RYAN.KELLY@WEXINC.COM

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL FOR YOUR BID OR PROPOSAL TO BE CONSIDERED.

Original Signature (Manually Signed in Ink)

Date

BERNIE KAVANAGH

AUGUST 12, 2014

Printed Name

CONTRACTING AGENT

Title





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

August 12, 2014

State of Idaho
Idaho Division of Purchasing
650 W. State St., Rm. B-15
Boise, ID 83702
ATTN: Jason Urquhart

Mr. Urquhart:

WEX Bank, formerly Wright Express Financial Services Corporation, would like to thank the State of Idaho for the opportunity to respond to RFP15000005 for Statewide Fleet Card Services. WEX provides payment solutions to businesses and governments through a variety of tools and platforms. Our focus is to improve the payment process in order to deliver efficiencies and savings to our customers.

WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. WEX's contact information is as follows:

| WEX Bank | WEX Inc. |
|--|--|
| 7090 South Union Park Center, Suite 350 Midvale, Utah 84047 | 97 Darling Avenue South Portland, Maine 04106 |
| P: 888-842-0075 | P: 800-761-7181 |
| F: 801-568-4356 | F: 207-523-6350 |

WEX Bank's authorized signatory is Contracting Agent Bernie Kavanagh.

Bernie Kavanagh
97 Darling Avenue
South Portland, ME 04106
P: 207-523-7377
F: 207-523-6350
E: bernie.kavanagh@wexinc.com

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Midvale, Utah 84070

2.10.1

WEX Bank is a Utah industrial bank and a corporation that is a wholly owned subsidiary of WEX Inc., a Delaware corporation that is publicly traded on the NYSE under the ticker symbol "WEX." WEX Bank's tax identification number is: 84-142516. WEX Bank has the legal right to contract with the State of Idaho.

2.10.2

WEX Bank agrees to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html) and any Special Terms and Conditions included in section 6, with the exception of those items noted in the "Exceptions to Terms and Conditions" section of our response.

2.10.3.

WEX Bank is in compliance with affirmative action and equal employment regulations.

2.10.4

WEX Bank has not employed any company or person other than a bona fide employee working solely for WEX Bank or a company regularly employed as its marketing agent, to solicit or secure the Contract awarded from this RFP, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for WEX Bank or a company regularly employed by WEX bank as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract to WEX Bank. WEX understands and agrees that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

2.10.5

WEX has written the Proposal without any assistance from outside firms. The following WEX employees were involved in the creation, writing, and review of the Proposal.

- Ryan Kelly, Government Account Manager

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Midvale, Utah 84070

- Sharon Linnane, Manager, Government
- Bernie Kavanagh, Vice President, Relationship Management
- Tyler Carr, Senior Financial Analyst
- Dave Greely, Senior Proposal Writer
- Nicole Ducharme, Paralegal

2.10.6

WEX Bank is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

2.10.7

WEX Bank affirms that the Proposal is firm and binding for one hundred twenty (120) calendar days from the Proposal opening date.

2.10.8

WEX Bank warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; WEX Bank does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; WEX Bank takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; WEX Bank understands that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of any Contract resulting from this RFP and WEX Bank's response to it.

2.10.9

WEX Bank affirms:

(If awarded the Contract), WEX Bank consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. WEX Bank understand that it must notify the State in writing of any change of address to which service of process can be made. WEX Bank understands that service shall be completed upon WEX Bank's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service



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Midvale, Utah 84070

as refused or undeliverable. WEX Bank understands that it shall have thirty (30) calendar days after completion of service in which to respond.

2.11

WEX acknowledges receipt of the following amendments:

Amendment 1: Dated August 5, 2014

Amendment 2: Dated August 5, 2014

WEX is proposing the State use the WEX Universal Card for its retail fuel purchases. The WEX Universal Card is accepted at more than 860 locations in the State of Idaho and at 90% of the retail fuel locations in the United States.

The WEX fleet card program offers best in class card functionality, reporting and customer service. WEX currently provides fleet fuel cards for 24 states and has governmental customers in all 50 states. These state customers have a total of approximately 387,600 cards. Additionally, WEX provides fleet card services as a subcontractor under the Federal Government's SmartPay2 Charge Card Program for Department of Defense, Department of Energy, Department of Treasury, Department of Agriculture and GSA Fleet, representing more than 300,000 cards.

Our technology and service has greatly expanded in recent years. Some of the highlights include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 data if using MasterCard)
- 9 levels of hierarchy, for more flexible reporting and billing options
- Advanced card to prompt functions; ability to tie one card to one prompt, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies
- Comprehensive tax exemption program for Federal and State taxes
- Additional online reporting tools, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- More control over user access to the online system, with advanced administrative functions

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

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

Ryan's contact information is:

Ryan Kelly
Government Account Manager
5600 Camerata Way #412
Minneapolis, MN 55416
O: 952-922-1104
C: 612-213-7699
E: Ryan.Kelly@wexinc.com

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bernie Kavanagh".

Bernie Kavanagh, Contracting Agent



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STATE OF IDAHO
DEPARTMENT OF ADMINISTRATION
REQUEST FOR PROPOSAL (RFP)

RFP15000005

STATEWIDE FLEET CARD SERVICES

Issue Date 7-9-14

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Attached separately:

- Exhibit A, State Site Equipment
- Exhibit B, Fuel Site Map
- State supplied signature page

1. RFP INFORMATION

1.1 General Administrative Information

| | |
|---|---|
| Request for Proposal (RFP) Title: | Statewide Fleet Card Services |
| RFP Project Description: | The state of Idaho (the "State") is requesting Proposals for an electronic payment card (credit card) with which to purchase fuel and vehicle related supplies and services. |
| RFP Lead: | Jason Urquhart, CPPO, CPPB Purchasing Officer jason.urquhart@adm.idaho.gov |
| Pre-Proposal Conference: | Friday, July 18, 2014, beginning at 9 a.m. Mountain Time |
| Pre-Proposal Conference Location: | Idaho Transportation Department Auditorium 3311 W. State Street Boise, ID 83707 |
| Deadline To Receive Written Questions: | No later than Friday, July 25, 2014 5:00 p.m. Mountain Time |
| Submit sealed Proposal: | <u>Address for delivery by Courier:</u> Idaho Division of Purchasing 650 W. State St., Rm. B-15 Boise, ID 83702 <u>Address for delivery by US Mail:</u> Idaho Division of Purchasing P.O. Box 83720 Boise, ID 83720-0075 |
| RFP Closing Date: | August 18 <u>20</u> , 2014 5:00 p.m. Mountain time |
| RFP Opening Date: | 10:30 a.m. Mountain time the following business day after closing. |
| Initial Term of Contract and Renewals: | See subsection 6.1, Contract Term, below. |
| TAKE NOTE OF THE PROPOSAL SUBMISSION ITEMS CLAUSE BELOW (SEE SUBSECTION 1.2) | |

1.2 Proposal Submission Items

1.2.1 Completed signature page (see subsection 2.2). Include with your Technical Proposal (see subsection 1.2.2 below). Place it prior to the cover letter (see subsection 1.2.2.1 below).

1.2.2 Technical Proposal, which must consist of:

1.2.2.1 Cover letter (see subsection 2.10).

1.2.2.2 Three (3) completed reference questionnaires (see subsection 3.1.1, References and Attachment 2, References). (Per Attachment 2, completed reference questionnaires will not be returned to the Offeror by the references, but the references will submit them directly to the RFP Lead.)

1.2.2.3 Financial Information (credit report) (see subsection 3.1.2, Financial Information, and Attachment 3, Financial Information).

1.2.2.4 Acknowledgement of any amendments to the RFP (see subsection 2.11).

1.2.2.5 Responses to all subsections with either an ME or E evaluation code (including any attachments and appendices with either an ME or E evaluation code), besides reference questionnaires.

1.2.2.6 Response to subsection 3.1.8, Corporate Liability.

1.2.2.7 Response to subsection 3.1.9, Credit Approval.

1.2.2.8 As stated in subsection 3.3, the Offeror must respond to all subsections within subsection 3.3 (subsections 3.3.1 through 3.3.10.3.5.3).

1.2.2.9 Redacted copy of the Technical Proposal (if you identify any trade secrets in your Technical Proposal) (see subsection 2.8).

1.2.2.10 Electronic copy of the Technical Proposal (see subsection 2.6).

1.2.2.11 Any additional documents and agreements (see subsections 6.12 and 6.13).

1.2.3 Completed **Appendix A Cost Proposal Schedule**.

1.2.3.1 Electronic copy of the Cost Proposal (see subsection 2.6.1).

1.3 Purpose

The purpose of this RFP is to request Proposals for Fleet Card services to provide both retail and private site services within a single Fleet Card program for the State. The Contractor shall provide retail and private site services that utilize the most efficient and cost effective means for Participating Agencies to purchase fuel and vehicle related supplies and services (see subsection 6.3 regarding other methods for purchasing fuel and vehicle related supplies and services) for their

vehicles and equipment. Repairs may be made using the Fleet Card in emergency situations, if the Contractor makes available the ability to purchase repair services using the Fleet Card.

The Contractor must provide a network of retail fuel suppliers that will supply fuel products from multiple dispensing sites. This network must include suppliers providing gasoline, diesel fuel, marine fuels and alternative fuels including biodiesel, propane and diesel exhaust fluid (DEF), and the network must be geographically located throughout Idaho.

1.4 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time indicated in subsection 1.1. All parties interested are invited to participate. Parties interested in attending the conference are asked to pre-register via email no later than 5 p.m. Mountain time, July 16, 2014 with the RFP Lead identified in subsection 1.1. The State will provide a teleconference line, which will be identified after you pre-register. The number of attendees representing each party interested is limited to three (3) as space is limited.

Parties interested are encouraged to submit questions in writing to the RFP Lead prior to the pre-proposal conference (using **Attachment 1, Offeror Questions, and sent via e-mail to the RFP Lead**).

The conference will be used to explain, clarify, or identify areas of concern in the RFP. Any oral information given by the State during the pre-proposal conference is to be considered unofficial.

Conference attendance is at the participant's own expense. Failure to attend the pre-proposal conference will not relieve the Offeror of meeting the requirements of this RFP.

1.5 Inquiries

Questions must be submitted, in writing, to the RFP Lead identified in subsection 1.1, by the date and time identified in that subsection (see Deadline To Receive Written Questions), and using **Attachment 1, Offeror Questions, and sent via e-mail to the RFP Lead**, in order to be considered. Official answers to all written questions will be posted on the State's e-Procurement System, IPRO, as part of an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at http://purchasing.idaho.gov/terms_and_conditions.html and/or Special Terms and Conditions (See section 6) must ALSO be submitted in writing, using Attachment 1, Offeror Questions, by the date and time identified in that subsection (see Deadline To Receive Written Questions).

Any Proposal which conditions the Proposal based upon the State accepting other terms and conditions **not found in the RFP** will be found non-responsive, and no further consideration of the Proposal will be given.

1.6 Background Information

The State operates five major fleets of vehicles and equipment; Idaho Transportation Department, Idaho Department of Correction, Idaho Department of Fish and Game, Idaho State Police, and Idaho Department of Health & Welfare. In addition to these five major vehicle/equipment fleets maintaining individual accounts, there is also a need for smaller agencies to be able to set up individual accounts to meet their fueling needs. In total the State estimates the need for approximately seven thousand nine hundred (7,900) Fleet Cards to meet the operational needs of all Participating Agencies. Many of the users will have a need for twenty-four (24) hour fuel purchase capability.

State and public agency drivers and equipment primarily operate within Idaho's boundaries, however there is out of state travel on a regular basis and travel to Canada occasionally.

The State currently has a formal contract for its fleet card program with a provider to pay for fuel at retail establishments and Idaho Transportation Department (ITD) fueling sites, statewide. The current contract will expire on December 31, 2014.

The current provider of fleet card services to the State (the "current provider") provides daily and monthly retail data for import by the State from a secure FTP site. The Idaho Transportation Department (ITD) requires a daily retail file for import into their fuel management automated data processing system (see subsection 1.6.1) in a file format that does not deviate from the current file format. Additionally, the ITD requires a monthly retail file containing all data for ITD and Idaho Department of Fish & Game that is billed on the invoice for that month. The ITD fuel management system requires PIN and card update files for import daily. The current provider also provides online access for data, card, and personal identification number (PIN) maintenance activities and reporting purposes.

The annual retail fuel purchases for the State totals approximately \$8.7M or 2.5M gallons. The annual miscellaneous vehicle related purchases at retail establishments totals to approximately less than \$1,000.00. This estimated information is furnished for purposes of reference. No express or implied guarantee of consumption or expenditures is made or intended.

In addition to retail purchases of fuel, ITD owns and operates sixty-five (65) automated fuel facilities which are used primarily by ITD for their vehicle fleet utilizing a PROKEE® device. The ITD currently accepts the current provider's fleet cards at ITD fuel facilities. Fuel transactions initiated using the current provider's fleet cards utilize the ITD network via a secure VPN tunnel to authorize transactions and collect data for billing and reporting purposes.

The current provider provides weekly settlement reporting, reimbursement, and billing services to the ITD for fleet card transactions initiated by the current provider's fleet cards at ITD fueling sites. The ITD facilities process approximately two thousand (2,000) fleet card transactions annually.

The Contractor must convert the State-owned private fuel facilities to accept the Contractor's Fleet Card, and the Contractor shall be solely responsible for this requirement.

For informational purposes, a list of the automated ITD fueling site locations (including the make and model of the card-reader currently installed at each site) is attached to this RFP as Exhibit A. Additionally, a map of the state of Idaho and the private fueling site locations is included as Exhibit B.

1.6.1 ITD's Fuel Management Automated Data Processing System

ITD operates sixty-five (65) fueling sites statewide, equipped with sixty-six (66) FuelMaster 2550 card readers to authorize, collect and upload fuel transaction data. ITD vehicles utilize a prokee device for fueling purposes. However, other tax supported agencies fuel at ITD sites using a card and Personal Identification Number (PIN) provided by the current fleet card contractor. The current fleet card contractor must validate cards and PINs for only State accounts other than ITD, then authorize transactions and collect data for billing purposes. Validation, authorization and data collection must be accomplished via the ITD network using a secure VPN connection to the current fleet card contractor's system.

The current fleet card contractor provides reimbursement of funds to ITD for fuel consumed by other agencies weekly. As part of the reimbursement process, the current fleet card contractor provides a detail report of other agency fuel transactions for reconciliation purposes.

ITD's fuel management automated data processing system (the "ITD System") consists of an application running on a MS SQL database. The ITD System collects transaction data daily from all ITD fueling sites directly through the network. The ITD System also collects commercial transaction data daily from the current fleet card contractor. In addition to commercial transaction data, the ITD System requires ITD PIN information – newly established PINs and terminated PINs - from the current fleet card contractor daily.

As a mechanism to ensure that 100% of ITD commercial transaction records are collected by the ITD System, the current fleet card contractor provides a month-end file containing all data with post-dates between the first day and the last day of the month. This month-end file also contains all Idaho Department of Fish & Game records with post-dates between the first day and the last day of the month.

The ITD System is where all data is aggregated and reported weekly. One of ITD's goals with the ITD System is to import records into ITD daily, within 48 hours of the transaction initiation time, allowing the ability to identify and correct problematic elements in the data prior to distributing the data to other ITD systems such as Inventory and Fleet Management.

2. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS AND PROPOSAL FORMAT

2.1 These following are instructions for Proposal submission and Proposal format. The information in section 2 is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. Unless otherwise identified in this RFP, there is no intent to limit the content of Proposals.

2.2 The Proposal must be submitted with a completed State supplied signature page (see the document with the document file name "signature_page_ITB_RFP_050213.pdf"), which must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned as part of the Proposal. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE (and will result in a finding that your Proposal is non-responsive)**. Place the completed signature page at the beginning of your Technical Proposal as the first page.

2.3 Proposals must be addressed to the RFP Lead and the package containing the Offeror's complete Proposal must be clearly marked with the RFP number (see the cover page of this document for the RFP number) and "Proposal – Statewide Fleet Card Services". (The Offeror's complete Proposal is both the Technical Proposal and the Cost Proposal.)

2.4 Each Proposal must be submitted in one (1) original with three (3) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal.

2.5 The Cost Proposal must be sealed separately from the Technical Proposal, but within the package containing the Offeror's complete Proposal. The envelope containing the Cost Proposal must be identified with "Cost Proposal – Statewide Fleet Card Services".

2.6 Offerors must also submit one (1) electronic copy of the Technical Proposal on CD or USB device. Word or Excel format is required (the only exception is for financial information or brochures). The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

2.6.1 Offerors must also submit one (1) electronic copy of the Cost Proposal on CD or USB device, separately sealed within the package containing the original and copy of the Offeror's Cost Proposal. The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

2.7 DISREGARD ALL ELECTRONIC SUBMISSION INSTRUCTIONS VIA IPRO. ALL PROPOSAL MATERIALS MUST BE SUBMITTED MANUALLY ONLY PER THE INSTRUCTIONS CONTAINED WITHIN THE ATTACHED STATE OF IDAHO SIGNATURE PAGE AND THE INSTRUCTIONS IN THE RFP. NO ELECTRONIC SUBMISSIONS SUBMITTED VIA IPRO WILL BE CONSIDERED.

2.8 Trade Secrets

Paragraph 32 of the Solicitation Instructions to Vendors describes trade secrets to "*include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.*" In addition to marking each page of the document that contains trade secrets with a trade secret notation (as applicable; and as provided in Paragraph 32 of the Solicitation Instructions to Vendors), Offerors must also:

2.8.1 Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

2.8.2 Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state’s procurement personnel to determine the precise text/material subject to the notation.

2.8.3 Submit a redacted copy (in electronic format, with the word “redacted” in the file name) of the Technical Proposal with all trade secret information removed or blacked out.

If you fail to follow the RFP instructions as they relate to the identification of trade secret information; or to otherwise identify trade secret information with particularity, your trade secret notation(s) may not be honored.

2.9 Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.

2.10 Cover Letter

The Technical Proposal must include, at the beginning of the Proposal (directly after the State supplied signature page; see subsection 2.2), a cover letter on official letterhead of the Offeror; with the Offeror’s name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror’s authorized signer. The cover letter must identify the RFP Title and number, and must be signed, in ink, by an individual authorized to bind the Offeror contractually. In addition, the cover letter must include the following (please include the subsection numbers on your cover letter for your responses to subsections 2.10.1 through 2.10.9):

2.10.1 Identification of the Offeror’s corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

2.10.2 A statement indicating the Offeror’s acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html) and any Special Terms and Conditions included in **section 6**.

2.10.3. A statement of the Offeror’s compliance with affirmative action and equal employment regulations.

2.10.4 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract awarded from this RFP, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract to the Offeror. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

2.10.5 A statement naming the firms and/or staff responsible for writing the Proposal.

2.10.6 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <https://www.sam.gov>.

2.10.7 A statement affirming the Proposal will be firm and binding for one hundred twenty (120) calendar days from the Proposal opening date.

2.10.8 A statement, by submitting its Proposal, that the Offeror warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract.

2.10.9 A statement affirming the following:
(If awarded the Contract), Contractor consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty (30) calendar days after completion of service in which to respond.

2.11 Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment on its cover letter. Failure to acknowledge all amendments may result in the Proposal being found non-responsive.

2.12 Evaluation Codes

Throughout the RFP certain requirements have evaluation codes assigned as defined below. Please ensure the Proposal response instructions are followed and the Offeror responds to each requirement that is designated with an evaluation code as follows:

2.12.1 **(ME)** Mandatory and Evaluated Specification - Failure to comply with any RFP requirement with an ME notation shall render Offeror's Proposal non-responsive and no further evaluation will occur. For all RFP requirements with ME notations, Offeror must respond with

information explaining in detail how the requirements shall be met. Points will be awarded based on predetermined criteria. The State reserves the right to seek clarification on any response to an RFP requirement with an ME notation.

2.12.2 (E) Evaluated Specification - A response is desired and will be evaluated and scored (except in the case of References [see subsection 3.1.1], in which the Offeror's references will be completing and submitting reference questionnaires, and the references will be selecting scores). If not available, respond with "Not Available" or other response that identifies Offeror's inability to supply the item or service. A "Not Available" or like response will result in zero (0) points awarded for the specification (with the exception of responses to subsection 3.1.6, Subcontractors). Additionally, failure to respond will result in zero (0) points awarded for the specification.

3. TECHNICAL PROPOSAL

Use this Technical Proposal outline as part of your response to the RFP. *(In your Proposal submittal, restate each subsection number within section 3 for which a response is required, followed by your response for that subsection.)*

3.1 Business Information

3.1.1 (E) References

Offeror shall provide at least three (3) completed reference questionnaires with its Proposal. Completed reference questionnaires will not be returned to the Offeror by the references, but the references will submit them directly to the RFP Lead. State of Idaho agencies, to include any current state of Idaho employees, cannot be used as references. See **Attachment 2, References**.

~~3.1.1.1 We request that each reference be a current customer that has used the Offeror's software and firmware with FuelMaster 2550 (or equivalent) card reader equipment (see subsection 3.3.10.1) for at least the last three (3) years prior to the issue date of this RFP.~~

~~3.1.1.2 We request that the customer contacts that complete the reference questionnaires be knowledgeable regarding the company's or agency's use of the Offeror's software and firmware.~~

3.1.2 Financial Information

Provide financial information (credit report) as detailed on **Attachment 3, Financial Information**. Proposals with financial information that fails to pass (see **Attachment 3**) will be found non-responsive.

3.1.3 (ME) Company Background and Experience

~~The Offeror shall provide a list of all contracts under which the Offeror is providing or has provided Fleet Card services. The list of contracts shall include all contracts for which services are and were provided under the Offeror's current company name or identity and any previous or parent company name or identity.~~

The Offeror shall provide a list of at least five (5) contracts under which the Offeror is providing or has provided Fleet Card services, and the contracts listed must be currently active or have been active within the five (5) years prior to the date that this RFP was issued. The scope of the contracts (number of cards and estimated annual spend) listed must be at least that which is contemplated in this RFP. Additionally, the list of contracts shall be those for which services are or were provided under the Offeror's current company name or identity and any previous or parent company name or identity.

The list must include:

- Client name
- Client address
- Client contact person and telephone number
- Duration of the contract
- Average number of cards provided under the contract
- Average annual spend under the contract

If a contract was terminated for any reason other than the natural expiration, provide the reason for termination.

3.1.4 (E) Ultimate Vendor Status

The Offeror must identify whether or not it currently holds ultimate vendor status. If the Offeror is not the ultimate vendor, then the Offeror must identify as a subcontractor (see subsection 3.1.6) who it will partner with in this regard, and include a description of the relationship with the partner, including the functions and responsibilities of both the Offeror and its partner as it relates to the requirements of this RFP.

3.1.5 (ME) Account Manager Experience

The Offeror shall include a description of the experience of its proposed Account Manager that qualifies it to provide the services required in this RFP. The Offeror's proposed Account Manager must have at least two (2) years of experience in providing direct Fleet Card services as an account manager (or equivalent position) under a contract of at least the scope identified in this RFP.

3.1.6 (E) Subcontractors

Describe the extent to which subcontractors will be used to comply with the Contract's requirements. Include a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors will meet the Contract's requirements. Offerors must disclose the location of the subcontractor's business office. If the Offeror utilizes any entity other than the entity submitting the Proposal to provide any of the services required by this RFP, the relationship between the two entities is considered that of a contractor-subcontractor for the purpose of this subsection, regardless of whether a relationship is based on an actual written contract between the two entities.

During evaluations, Offerors will not be penalized if the Offeror identifies in their Proposals that they will not use any subcontractors. Offerors that will not be using any subcontractors must state so in their Proposals in response to this subsection.

3.1.7 (ME) Identification of Risks

The Offeror must identify within its Proposal any risks that it will need to address prior to the beginning of the term of the Contract and during the term of the Contract, as well as a description of how it will mitigate or eliminate each risk. The Offeror must provide its response to subsection 3.1.7 on no more than two single-sided pages using Arial 11 font.

In addressing each risk, the Offeror must identify how it will mitigate or eliminate each. The Offeror awarded the Contract (the Contractor) shall be required to mitigate and eliminate risks that it identifies in its Proposal, and must be proactive in doing so; the Contractor must not rely on the State to notify the Contractor of imminent risks.

If there is any pending or active federal legislation that may impact the Contract, the Offeror must specifically address that as a risk.

Please note that a risk is anything that would cause a negative impact to the Contract's time, scope or cost.

3.1.8 Corporate Liability

Offeror must provide confirmation that it will provide a corporate liability Fleet Card. (See subsection 6.2 regarding Public Agencies being responsible for their Fleet Card charges.)

3.1.9 Credit Approval

Please describe any credit approval process that your company or your company's card association would require. Identify specifically whether or not Public Agencies will need to receive credit approval before using Fleet Cards. (See subsection 6.2 regarding Public Agencies being responsible for their Fleet Card charges.)

3.2 (ME) Scope of Work

(All of subsection 3.2, Scope of Work, including subsections 3.2.1 through 3.2.2, is to be considered as **(ME)**).

The Scope of Work will be the work that the Contractor will perform under the Contract. The State requires that the Offeror write the Scope of Work on behalf of the State. This will serve two purposes:

(1) To provide the State an opportunity to measure the expertise of the Offeror. To be considered for award of the Contract, the Offeror must demonstrate Fleet Card services expertise. Offerors that are experts in Fleet Card services should be able to envision and write all that a Scope of Work for such a Contract should encompass.

(2) For the Offeror that is awarded the Contract, that Offeror's Scope of Work will become part of the Contract.

The Offeror must factor the information from subsection 3.3 (and its subsections 3.3.1 through 3.3.10.3.5.3), including the Offeror's responses those subsections into the Scope of Work that it writes. The Offeror must also include any other information from the RFP and the Offeror's proposal that is pertinent to the Scope of Work.

The Offeror must write a logical, sequenced and detailed Scope of Work that will be meaningful in a Contract for Fleet Card services with the State.

3.2.1 Additionally, the Scope of Work must specifically address:

3.2.1.1 The provision of a web-based card management system.

3.2.1.1.1 The web-based card management system must include a system (whether part of the web-based card management system or a supplemental system) from which to obtain reports on spend for both fuel and vehicle related services and supplies. Spend information must be kept on file for at least two (2) years on-line, and a minimum of five (5) years off-line. Spend information must be exportable to an Excel file.

3.2.1.1.2 The web-based card management system must also include Personal Identification Number (PIN) reporting capability from which to obtain reports on driver specific spend for fuel and vehicle related services and supplies.

3.2.1.1.3 Offeror must provide detail in its response to subsection 3.2.1.1 regarding how the Offeror's web-based card management system or supplemental system will interface with the ITD System and how the Offeror will meet the requirements of subsections 3.3.10 through 3.3.10.3.5.3.

3.2.1.2 Customer service, including technical service for Fleet Cards and for the web-based card management system and any supplemental system.

3.2.1.3 Training.

3.2.1.3.1 The State requires initial on-site training be provided by the Contractor at a minimum of one location within the cities of Boise, Coeur d'Alene, Lewiston, Twin Falls, Pocatello, and Idaho Falls. The Contractor can provide its own training location, or can coordinate with a Participating Agency with sufficient facilities in which to hold initial training for multiple Participating Agencies. Initial training must cover the following topics at a minimum:

3.2.1.3.1.1 Ordering, cancelling and managing Fleet Cards in the web-based card management system.

3.2.1.3.1.2 Set-up, termination and managing PINs in the web-based card management system.

3.2.1.3.1.3 Reporting, reconciliation and payment requirements for the billing process.

3.2.1.3.1.4 How to contact and use the customer service and technical service, including an escalation path.

3.2.1.3.1.5 How to find locations that accept the Offeror's Fleet Card for fueling and for vehicle maintenance and repair services, and how to find locations that provide Level 3 data, and how those lists will be kept up to date.

3.2.1.3.2 The State requires on-going as-needed training for any upgrades and updates to the web-based card management system and any supplemental system. On-going training may be provided via webinar, phone conference or both.

3.2.1.3.3 The State requires re-training on the above (subsections 3.2.1.3.1 through 3.2.1.3.2) on an on-going basis (such as when there are new Program Administrators during the term of the Contract). This may be provided via in-person training, webinar, phone conference or a combination of these.

3.2.1.4 Seminars and conferences.

3.2.1.4.1 Describe any seminars and conferences that you host that will be made available to Participating Agencies. Include in the description how they're hosted, such as hosted in different cities, via webinars, etc.

3.2.1.4.2 The State is particularly interested in user groups, advisory councils, seminars and conferences that facilitate interstate communications between state governments and are focused on government agency fleet card use.

Please also identify whether or not any seminars and conferences will be funded under the Contract (including registration fees, and, lodging costs at the seminar or conference location).

3.2.2 The Offeror must identify any other requirements that it sees as necessary work for it to perform under a Contract with the State for Fleet Card services.

(Please note that the State will factor the Offeror's response to subsection 3.2.2 into the evaluation of the Scope of Work.

Additionally, the State shall have the right to reject any or all of the Offeror's response to subsection 3.2.2. The State will identify anything that it rejects no later than the clarification period [see subsection 6.17]. Rejection of such shall have no bearing on the Contract's pricing, and the Offeror must not condition its Proposal on acceptance of any portion of its response to subsection 3.2.2.)

3.3 Other Required Technical Proposal Responses

It is understood that some of the responses required in the following subsections (subsection 3.3.1 through subsection 3.3.10.3.5.3) will likely require some repetition of information provided by the Offeror in its Scope of Work (see subsection 3.2) response. The Offeror must ensure that responses to subsections below (subsection 3.3.1 through subsection 3.3.10.3.5.3) are congruent with corresponding information provided in its Scope of Work response.

The Offeror must respond to all subsections within subsection 3.3 (subsection 3.3.1 through subsection 3.3.10.3.5.3). Responses to subsections within subsection 3.3 are not evaluated but will still become part of the Contract, if the Offeror is awarded the Contract.

3.3.1 Card, Vehicle and Driver Information

3.3.1.1 Fleet Cards must be of standard grade plastic and with standard magnetic stripe technology, capable of interfacing with standard card reader systems. Identify what other technologies are available upon request by Participating Agencies, such as cards with microchips.

3.3.1.2 Describe the character space provided and the data that may be imprinted and embossed on cards. The State will require the words "For Official Use Only" and "Tax Exempt" to be imprinted on the face of the Fleet Cards (placing those words on the reverse of the Fleet Cards is not acceptable).

3.3.1.3 Describe your ability to provide inactive cards for vehicle assignment and activation (on-line activation preferred) by Program Administrator at a later date.

3.3.1.3.1 Describe your ability to provide pre-activated Fleet Cards upon request, and discuss security issues pertaining to providing cards in this manner in your response.

3.3.1.4 Describe your ability to provide various card artwork for different accounts to include any minimum quantities. There must be no charge for standard card artwork, that is, a single version of card artwork to be generally used by all Participating Agencies. (Please note that there is a Line Item in **Appendix A, Cost Proposal Schedule** for any customized artwork costs.)

3.3.1.5 Program Administrators will typically require that Fleet Cards be delivered to them, and the Contractor must comply with this requirement; however, describe your ability to deliver cards (new and replacement) to various locations within a Participating Agency upon Program Administrator request.

- 3.3.1.5.1 Describe how you mail cards (regular mail, 2nd day air, etc.). Identify whether or not overnight shipment is available on a case-by-case basis.
- 3.3.1.6 Describe your ability to provide multiple cards for a specified vehicle and also one card per vehicle, including limiting such cards to fuel only purchases.
- 3.3.1.6 Describe your ability to provide cards which are not vehicle specific, for miscellaneous use and off-road equipment fuel purchases.
- 3.3.1.7 Describe your ability to provide non-descriptive cards assigned for covert operations.
- 3.3.1.8 Describe your web-based card management system's flexibility regarding the following:
- 3.3.1.8.1 Ability to move the assignment of a card from one vehicle to another.
 - 3.3.1.8.2 Ability to move the assignment of a driver from one vehicle to another.
 - 3.3.1.8.3 Ability to move the assignment of a card from one section (bureau, division, etc.) to another section within a Participating Agency.
 - 3.3.1.8.4 Ability to move the assignment of a driver from one section (bureau, division, etc.) to another section within a Participating Agency.
 - 3.3.1.8.5 Ability to move the assignment of a vehicle from one section (bureau, division, etc.) within a Participating Agency.
- 3.3.1.9 Describe the minimum information required to add a driver via the Offeror's web-based card management system, identify the data element that makes each record unique, and also provide a list of all driver information that may be entered into it.
- 3.3.1.10 Describe the minimum information required to add a card via the Offeror's web-based card management system, identify the data element that makes each record unique, and also provide a list of all card information that may be entered into it.
- 3.3.1.11 Describe your capabilities to assign driver PIN numbers to card users, including number length, derivation (algorithm, randomly generated or Participating Agency selected), ability to use one PIN with multiple cards and ability to prevent issuance of duplicate PIN's within an account.
- 3.3.1.11.1 Identify your flexibility to either assign PIN numbers and allow Program Administrators to change them at any time, including termination, or, to allow Program Administrators to set up their own PIN numbers, with rights to change or terminate PIN numbers as needed.
 - 3.3.1.11.2 Identify whether or not your system provides for real time PIN assignments (both new PIN number assignments and PIN number changes). Further, identify how quickly the ITD System will be updated with new PIN number assignments and PIN number changes.

3.3.1.11.3 Identify whether or not you can accommodate five digit PIN numbers for ITD.

3.3.1.12 Describe your capabilities to provide services where the purchase of fuel for non-vehicle use may be captured without recording an odometer reading. We wish to capture odometer readings for all vehicle transactions but are also interested in the capability to purchase fuel for non-vehicle use without recording an odometer reading.

3.3.1.13 Describe your capabilities to correct data errors submitted by merchants. Identify what the average length of time is for your company to implement corrections to those errors.

3.3.1.14 Identify the maximum period for which cards will be active. Identify what flexibility Participating Agencies will have in setting card expiration dates, such as shorter or longer periods of time in which cards will be active.

3.3.2 Emergency Repairs and Maintenance

3.3.2.1 Participating Agencies may, in emergency situations, purchase repair and maintenance services through use of the charge card. Describe how your program allows for this, and include in the description your capabilities to restrict repair and maintenance services.

3.3.2.3 Identify the product codes (to be used in transaction records in your web-based card management system or supplemental system) that are used for repair and maintenance services.

3.3.3 Acceptance

3.3.3.1 Provide a list of suppliers that accept your Fleet Card, for both fuel and vehicle related supplies and services, and include the following information:

3.3.3.1.1 Supplier names and addresses within the state of Idaho. Also, identify any fueling station chains or brands in Idaho that don't accept your Fleet Card.

3.3.3.1.2 Supplier names and addresses within the state of Idaho that return Level 3 data for a minimum of 95% of transaction records.

3.3.3.1.3 A summary (totals) of locations in states outside of Idaho.

3.3.3.1.4 A list of fuel suppliers (including addresses) in Canada.

3.3.3.1.5 The supplies and services available at each location.

3.3.3.1.6 The hours of operation for each location, and identify the twenty-four (24) hour a day, seven (7) days a week locations.

3.3.3.2 The Offeror must have suppliers in Canada that accept its Fleet Card.

3.3.3.3 Describe your company's capabilities, the process and time period involved to add suppliers either at the State's or at a supplier's request. Identify the associated costs to suppliers to become one of your suppliers.

3.3.3.4 Identify whether or not your Fleet Card is accepted for unmanned card-lock locations.

3.3.3.5 A directory of your suppliers must be provided via your web-based card management system (or a supplemental system). Identify how often the directory is updated and describe the online search capabilities of the directory including a search function for finding suppliers that provide Level 3 data. Personnel employed by Participating Agencies must be able to access the directory and use its search functionality without having to have login information.

3.3.3.6 Describe the mapping and routing tools you offer to help drivers find the best fuel prices.

3.3.3.7 Describe your supplier discount program.

3.3.4 Customer Service and Account Maintenance

3.3.4.1 Describe the processes for ordering cards, cancelling cards, moving cards from one vehicle to another, changing drivers, changing any parameters on cards such as credit limits and changing which Merchant Category Codes are allowed or blocked. Identify whether or not activities in your web-based card management system will be in real time. If not in real time, identify the amount of time for activities to take effect.

3.3.4.2 Describe the process, time period involved and required information to establish new accounts.

3.3.4.3 Describe your ability to distinguish separate divisions for a single account. Identify whether or not card and PIN files can be separated by division, and if Participating Agency users can be restricted to access for the card and/or PIN file of a single division.

3.3.4.4 Describe your customer service structure and hours of operation. Identify both the hours of operation of your customer support center as well as the hours of availability of the Offeror's Account Manager that will be assigned to the Contract if the Offeror is awarded the Contract.

3.3.4.5 Describe your transaction dispute process and include the average amount of time to resolve disputes.

3.3.4.6 Describe the regularly scheduled business reviews that you will provide to identify usage and volume levels, trends, issues and educational opportunities. Identify how frequently these business reviews will be scheduled, and with whom. (At a minimum, business reviews must be held with the Contract Administrator; however, upon request by a Program Administrator, the Contractor must also hold business reviews with the Participating Agency.) Identify how you would use this information to make cost reduction benefit recommendations and other recommendations to the State.

3.3.5 Purchase Controls

3.3.5.1 Describe, in detail, how your program will help Program Administrators monitor and control purchases.

3.3.5.2 Describe the system of controls and limits by card including, but not limited to, the following:

3.3.5.2.1 Gallons or dollars per transaction, per day, per month or per number of transactions.

3.3.5.2.2 Geographic restrictions.

3.3.5.2.3 Fuel-type restrictions, including “miscellaneous fuel” type product codes.

3.3.5.2.4 Product code restriction for non-vehicle related merchandise at commercial fuel locations.

3.3.5.2.5 Dollar and/or product code limits for non-fuel merchandise, service and maintenance.

3.3.5.2.6 Describe the resulting process if controls are exceeded (decline, notification, etc.).

3.3.5.2.7 Describe the means of immediate modification or override of controls by Program Administrators.

3.3.5.2.8 Describe system flexibility in structuring of customer accounts and controls.

3.3.5.3 Identify whether or not you can alert Program Administrators when a purchase has occurred that is outside of a Participating Agency’s fleet fueling policy. If so, also identify:

3.3.5.3.1 The information that you would need from the Participating Agency’s fleet fueling policy in order to set up alerts such as this.

3.3.5.3.2 The data elements available for exception reporting and alerts, such as transactions that exceed dollar limit, vehicle fuel type misuse and merchant product code error reporting.

3.3.5.3.3 Identify how Program Administrators are provided exception reports and alerts and include the timeframe for providing the reports and alerts.

3.3.5.3.4 Identify whether or not fuel type alerts account for unleaded octane minimum differences by geographic area. For example, regular unleaded fuel purchased in eastern Idaho is 85 octane, while regular unleaded fuel purchased in north and western Idaho is 87 octane minimum. Identify whether or not your system provides exception reports for fuel purchased under the 87 octane minimum required by manufacturers to maintain vehicle warranty.

3.3.5.4 Describe your web-based card management system's abilities to track authorization failure including failure reason. Identify whether or not an authorization log is available to Program Administrators within the web-based card management system in real time. Also identify the data elements that will be included for review of declined transactions in your web-based card management system.

3.3.6 Data Capture, Reporting and Billing

3.3.6.1 Identify whether or not retail data is available in ASCII flat file format for download from a secure FTP site.

3.3.6.2 Identify whether or not retail data is available for import daily by the State.

3.3.6.3 Identify whether or not retail data is available for import at each month's end.

3.3.6.4 Describe your ability to ensure that the monthly data file contains the same data previously submitted in daily files, including identification of data included in the monthly file that was not included in a daily file.

3.3.6.5 Describe your ability to provide daily card update data for import and include the timeframe for delivery.

3.3.6.6 Describe your ability to provide daily PIN update data for import and include the timeframe for delivery.

3.3.6.7 Identify the time required to post transaction records (credits and debits) in your web-based card management system or supplemental system. Real time transaction reporting is preferred.

3.3.6.8 Identify the maximum time required by your web based card management system to include these transactions in a daily file for import.

3.3.6.9 Describe your ability to preserve data integrity including the process and timeframe to identify and correct duplicate transactions and/or product code data errors for electronic transaction data. Identify your process to correct obvious product code data errors within your web based card management system.

3.3.6.10 Identify how long data is stored and available both on-line and upon request (stored off-line).

3.3.6.11 Describe your ability to notify the State if weekly or monthly file format changes must occur, including lead time.

3.3.6.12 Provide a complete fuel, supplies, maintenance and repair product code list.

3.3.6.13 Identify the percentage of fuel transactions that your program captures electronically as Level 3 Data. List the data elements that are provided for each electronic fuel transaction.

3.3.6.14 Identify the percentage of non-fuel transactions that your program captures electronically as Level 3 Data. List the data elements provided for each electronic non-fuel transaction.

3.3.6.15 Identify whether or not Level 1 and Level 2 transactions are declined at fueling point of sale devices for both pay-at-the-pump (outside) and manually entered (inside) transactions, and identify whether or not Level 1 and Level 2 transactions are declined at non-fuel point of sale devices.

3.3.6.16 Describe your electronic and online standard reporting options.

3.3.6.16.1 Identify whether or not a master copy of monthly reports can be provided to the Contract Administrator and a Participating Agency copy provided to each account. Identify the format in which these reports will be made available, and whether or not that can be accessed online via the web-based card management system or supplemental system.

3.3.6.16.2 Identify whether or not transaction reports will include individual transactions with date and time, place, cost-per-gallon, type of fuel purchased, driver, odometer and other information by vehicle and summarized by account. Identify other data elements that will be included. Also, identify whether or not the reports can be exported to Excel.

3.3.6.16.3 For accounts with multiple divisions, identify whether or not transaction reports will include individual transactions with date and time, place, cost-per-gallon, type of fuel purchased, driver, odometer and other information by vehicle for each division and summarized by account. Identify other data elements that will be included. Also, identify whether or not the reports can be exported to Excel, and whether or not division-specific transaction reports and account summary can be sent to different divisions.

3.3.6.17 The Offeror's web-based card management system or supplemental system must provide reporting that differentiates between transactions conducted at ITD fueling sites and commercial transactions. Describe how these will be differentiated. (ITD requires online reporting for all transactions originating at ITD fueling sites.)

3.3.6.18 Describe your ability to provide online ad-hoc reporting. Identify the format in which these reports will be available. Also, identify the data elements that can be used to narrow or expand online ad-hoc reporting.

3.3.6.19 Identify what controls will be provided Participating Agencies as far as selecting certain reports to be mailed to them, certain to be emailed to them and certain to be accessible to them via the web-based card management system or supplemental system.

3.3.6.20 Describe your paper, electronic and online billing options. For electronic bill presentation, identify how long after the close of the billing cycle the bill will be available.

3.3.6.21 Identify your normal billing cycle. Identify whether or not Participating Agencies can select various billing cycles, and, if so, identify the billing cycles that you can make available.

3.3.6.22 Billing, reporting and electronic data must be net of federal gasoline and diesel taxes for tax-exempt fleets. Identify whether or not this information is provided at the transaction level.

3.3.6.22.1 The federal excise tax amount for the billing period must be shown on the invoice, and deducted from the same billing period's invoice.

3.3.6.23 Identify whether or not you provide billing, reporting and electronic data net of applicable discounts offered by participating suppliers. If so, identify whether or not this information is provided at the transaction level.

3.3.6.24 Regardless of how discounts will be provided, the Contractor must provide a detailed discount report to the State on, at a minimum, a quarterly basis identifying the following:

3.3.6.24.1 Amount of discount earned, by Participating Agency, for each calendar quarter.

3.3.6.24.2 A detailed description of where the discount for each Participating Agency was earned.

3.3.7 Lost or Stolen Cards

3.3.7.1 Describe your card cancellation process, including the length of time before cancellation takes effect.

3.3.7.2 Describe your replacement card procedure, including how replacement cards are ordered, if and how multiple delivery points are allowed, and the standard timeframe for delivery of replacement cards.

3.3.7.3 Describe the State's liability on lost or stolen cards. (Please note subsection 6.2 regarding Public Agencies being responsible for payment of Fleet Card charges. If there will be a different liability for Public Agencies, please describe that as well.)

3.3.7.4 Describe your company's fraud prevention program.

3.3.7.5 Identify whether or not you provide protective sleeves with each Fleet Card issued. Also, identify whether or not you can provide replacement protective sleeves upon request at no charge.

3.3.8 Rebate Program Reporting

3.3.8.1 Describe how rebates will be provided, whether deducted from invoices or provided via payment to Participating Agencies on a periodic basis (maximum allowed basis is annually).

3.3.8.2 Regardless of how rebates will be provided, the Contractor must provide a detailed rebate report to the State on, at a minimum, a quarterly basis identifying the following:

3.3.8.2.1 Amount of rebate earned, by Participating Agency, for each calendar quarter.

3.3.8.2.2 A detailed description of how the rebate for each Participating Agency was calculated.

3.3.9 Extension of Credit

3.3.9.1 We have noted in this RFP that our estimated annual spend is approximately \$8.7 million. Identify the amount of credit that will be extended under Idaho's Fleet Card program (factor both state agencies and Public Agencies in this amount) monthly. Also identify whether or not payments will have to be received in order for full credit amounts to be restored per Participating Agency. If that's the case, then we request that additional credit be extended to allow for Fleet Card activity to continue until payment is made.

3.3.10 Integration of State-Owned Facilities

The Contractor must provide a means to incorporate State-owned fueling facilities into a comprehensive fueling solution with consolidated authorization and reporting and separate billing capabilities. The State will have the option to use the Fleet Card as a proprietary or retail card, that is, the Fleet Card will be useable by drivers for both retail and private facilities with no discernible difference in the way the Fleet Card is used. It also allows the State to view the total picture of their fuel usage and other vehicle expenses regardless of the product source. Describe in detail including the following:

3.3.10.1 Firmware/Network

3.3.10.1.1 Identify whether or not you currently have fully developed software and firmware (beta testing is not acceptable) for use with FuelMaster 2550 card reader equipment capable of interfacing with your Fleet Card's authorization network, and capable of collecting Level 3 data.

3.3.10.1.2 Identify whether or not data transfer of firmware is "store and forward" technology.

3.3.10.1.3 Describe the firmware data collection and recovery process in the event of card reader or network downtime.

3.3.10.1.4 Identify whether or not firmware will limit transaction authorization to Fleet Cards issued under the Contract only.

3.3.10.1.5 List firmware prompts for the card reader equipment type listed in subsection 3.3.10.1.1. Identify any flexibility to change firmware prompts.

3.3.10.1.6 Describe the process to ensure your system will preserve the transaction date and time for each transaction record originating at an ITD fueling site, regardless of any delay in transmitting that data to your system.

3.3.10.1.7 Describe the process to ensure your system can validate, authorize and collect transaction data at any ITD site, at any time of day, on every day of the calendar year.

3.3.10.1.8 Identify whether or not your web-based card management system will decline ITD Fleet Cards at ITD fueling sites, and only accept Fleet Cards provided by other Participating Agencies.

3.3.10.2 Data/Billing

3.3.10.2.1 Explain how transactions from State-owned fueling sites will be processed and billed.

3.3.10.2.2 Identify whether or not reports available in your web-based card management system or supplemental system can be limited to:

3.3.10.2.2.1 Data pertaining to a single ITD-owned fueling site.

3.3.10.2.2.2 Data pertaining to a single vehicle.

3.3.10.2.2.3 Data pertaining to a single driver.

3.3.10.2.3 Identify whether or not transactions are available for view via your web-based card management system or supplemental system as soon as the transaction is complete and uploaded, and identify the data elements available (minimum are Fleet Card number, driver, product, site, date, time, price per gallon, total cost, quantity and odometer).

3.3.10.2.4 Identify whether or not you can bill other agencies directly for fuel purchased at ITD-owned sites.

3.3.10.2.5 Identify the process to credit ITD for the dollar amount of fuel purchased by another agency at an ITD site, and include the turn-around time for such credits.

3.3.10.3 Private Site Implementation Plan

3.3.10.3.1 Describe how your company will implement the private site services requested within subsections 3.3.10 through 3.3.10.2.5, including responses to the following:

3.3.10.3.1.1 Provide a detailed implementation plan including a timetable with implementation deliverables and milestones.

3.3.10.3.1.2 List skill levels and qualifications of your implementation team.

3.3.10.3.1.3 Identify how your implementation team will interact with ITD during implementation, and identify resources from the State and ITD that will be necessary for the implementation.

3.3.10.3.2 Identify how you will ensure that ITD sites have the necessary firmware installed, that all cards are functioning properly, that all reporting, billing and payment processes are functioning properly and that your web-based card management system (and any supplemental system) is interfacing properly with the ITD System.

3.3.10.3.3 Offeror's proposed private site implementation plan must coincide with the Offeror's response to subsection 3.4.1.2 below.

3.3.10.3.4 Per the fourth paragraph of subsection 1.6, the Idaho Transportation Department (ITD) requires a daily and a monthly retail file for import into their fuel management automated data processing system (see subsection 1.6.1) in a file format that does not deviate from the current file format.

3.3.10.3.5 A change in Contractor from the current contract to the new Contract will likely cause a need to modify the ITD System. The State anticipates that the product codes are most likely going to change, and, ITD's daily and monthly file formats may need to change.

3.3.10.3.5.1 The Offeror must include with its private site implementation plan a plan for facilitating any necessary modification of the ITD System.

3.3.10.3.5.2 ITD Information Technology (IT) staff will perform any necessary modifications to the ITD System, and the Contractor shall provide, on a timely basis, any data that ITD IT staff needs in order to do so. ITD IT staff will provide a written progress report on a weekly basis to the Contractor and to the Contract Administrator, beginning with the start of modifications until they are complete. The report will include, at a minimum, percent of modifications complete and anticipated date of completion of all modifications.

3.3.10.3.5.3 If for any reason the Contractor needs to modify its web-based card management system (or supplemental system), this shall be done at no cost to the State.

3.4 Transition and Implementation Requirements

3.4.1 Transition and Implementation Requirements

3.4.1.1 Offerors must note that, to effect a timely transition, the State will endeavor to award the new Contract prior to the termination of the current contract.

3.4.1.2 (ME) Start-Up

The Offeror must provide a "start-up" transition plan that describes how the Offeror would transition from the current contracted service delivery to the Offeror's service delivery in accordance with the requirements of this RFP. Offeror must provide a transition timetable demonstrating how the Offeror will complete transition (to include start-up and contract implementation) within ninety (90) calendar days of the award of the Contract. The transition plan must contain a timetable with start-up and implementation deliverables and milestones, must identify transition team members, and address the following functions and concerns and the method of their control:

3.4.1.2.1 Collection of existing fleet card, PIN and account data, including the method of collection of this information.

3.4.1.2.2 Distribution of cards and activation requirements for cards.

3.4.1.2.3 Operational billing and payment processes.

3.4.1.2.4 Training on use of the Offeror's web-based card management system and any supplemental system, including card and PIN set-up and maintenance. Identify the method of training. (Please note that Participating Agencies will be spread throughout the state of Idaho, and Offerors must factor this into their training plans.)

3.4.1.2.5 Training on billing procedures. Identify the method of training.

3.4.1.2.6 Training on customer service structure and hours of operation. Identify the method of training.

3.4.1.2.7 Training on rebates, costs and fees. Identify the method of training.

3.4.1.3 (ME) Close Out

The Offeror must provide a "close out" transition plan, which will cover contract close out and transition activities to a new contractor at the end of the Contract, if the Offeror is awarded the Contract.

The Offeror agrees that, if awarded the Contract, that it will make every attempt to ensure that contract close out and transition to a new contractor is successful, and will assign a close out and transition team to carry this out. This team will be assigned by the Contractor no later than one hundred twenty (120) calendar days prior to expiration of the Contract.

The State may have a need for the Contractor to continue providing any part or all of the services required under the Contract for a period not to exceed one hundred twenty (120) calendar days after the expiration or termination of the Contract. If this need exists, the State shall notify the Contractor of such in writing, and the Contractor must provide the services for that period or until the State notifies the Contractor in writing to cease providing services, whichever is sooner.

3.5 (ME) Performance Monitoring, Measuring and Reporting

The Offeror must identify in its Proposal what it will monitor as far as its performance during the term of the Contract (if awarded the Contract) for each of the subsections listed below. The Offeror must also identify specifically how it will measure its performance relating to the requirements of these subsections, and, how it will report its performance to the State on a quarterly basis. The subsections for which the Offeror must provide this response are as follows:

- Subsection 3.3.1 – Card, Vehicle and Driver Information
- Subsection 3.3.2 – Emergency Repairs and Maintenance
- Subsection 3.3.3 – Acceptance
- Subsection 3.3.4 – Customer Service and Account Maintenance
- Subsection 3.3.5 – Purchase Controls

- Subsection 3.3.6 – Data Capture, Reporting and Billing
- Subsection 3.3.7 – Lost or Stolen Cards
- Subsection 3.3.8 – Rebate Program Reporting
- Subsection 3.3.9 – Extension of Credit
- Subsection 3.3.10 – Integration of State-Owned Facilities
- Subsection 3.4.1.2 – Start-Up

(For subsections 3.3.10 and 3.4.1.2, the Offeror must identify what and how its going to monitor its performance, and how its going to report on a monthly basis to the State until completion of integration of state-owned facilities and start-up.)

4. COST PROPOSAL

4.1 Form of Submission of the Cost Proposal

The Offeror must complete and submit **Appendix A, Cost Proposal Schedule** to provide its Cost Proposal. Altering the Cost Proposal Schedule or using any other format to submit the Cost Proposal may result in a finding that the Proposal is non-responsive.

4.2 Fees and Costs

All fees and costs (if any) must be fully burdened, which includes, but is not limited to, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

The only fees and costs that will be allowed on the Contract are those shown in **Appendix A, Cost Proposal Schedule**; however:

4.2.1 If, during the term of the Contract, the Contractor is required by Idaho law or by the federal government to charge fees not shown in **Appendix A, Cost Proposal Schedule**, the Contractor must provide a minimum of thirty (30) calendar days' notice to the State prior to it charging those fees.

4.2.2 If, during the term of the Contract, the Contractor is required by a card association or other non-government third party to charge fees not shown in **Appendix A, Cost Proposal Schedule**, the Contractor must provide a minimum of thirty (30) calendar days' notice to the State prior to it charging those fees. In the case of additional fees as contemplated in this paragraph, the State reserves the right to terminate the contract for convenience with one hundred eighty (180) days' notice to the Contractor.

4.3 Rebates

Offeror must attach its complete rebate schedule to **Appendix A, Cost Proposal Schedule**; however, the Offeror must complete Line Item 5 by entering the applicable bps for the dollar amount shown, and factoring the assumption that State agencies will make payments within ten (10) calendar days' after receipt of invoice.

5. PROPOSAL REVIEW, EVALUATION AND AWARD

5.1 Technical Proposal and Cost Proposal evaluations will be conducted separately, and no Cost Proposal information will be available to the technical evaluators during their evaluation.

5.2 All Proposals will be reviewed by the State first to ensure Proposal Submission Items (see subsection 1.2) have been received as required by this RFP. Proposals that do not contain all Proposal Submission Items may be rejected as non-responsive.

5.3 The Technical Proposal Evaluation Committee will consist of technical evaluators and a proctor, and may include observers. The Technical Proposals (unless a Proposal is found non-responsive), with the exception of References (see Attachment 2) and Financial Information (see Attachment 3), will be independently evaluated by the technical evaluators.

The ratings from the completed reference questionnaires (see Attachment 2, References) will be entered into a spreadsheet by the State, and the spreadsheet will automatically calculate the scores for References.

Additionally, Financial Information (see Attachment 3, Financial Information) will be reviewed by the State to determine whether or not the Offeror has passed or failed.

5.4 The State reserves the right, in its sole discretion, to assign groups of Technical Proposals to a subset of technical evaluators based upon the number of Proposals received or upon the complexity of the technical components within the RFP.

5.5 Evaluation Categories and Weights

The table below indicates the total number of points assigned to each area of the RFP evaluation. These weights are provided here for your understanding of the State's general applications and requirements.

Technical Proposal

| | | |
|---|-----|--------|
| Scope of Work (subsection 3.2) | 300 | points |
| Business Information (subsection 3.1) | 180 | points |
| Transition and Implementation Requirements (subsections 3.4.1.2 and 3.4.1.3) | 70 | points |
| Performance Monitoring, Measuring and Reporting (subsection 3.5) | 50 | points |
| Total Available Technical Proposal Points | 600 | points |

Cost Proposal (see Appendix A)

| | | |
|--------------------------------------|-------|--------|
| Total Available Cost Proposal Points | 400 | points |
| Grand Total Available Points | 1,000 | points |

5.6 The scores for the Technical Proposals will be normalized as follows: The Technical Proposal with the highest Overall Total Technical Proposal Score will receive all of the total available Technical Proposal Points (600). Other Technical Proposals will be assigned a portion of the total available Technical Proposal Points, using the formula: $600 \times \frac{\text{Overall Total Technical Proposal Score of the Technical Proposal being evaluated}}{\text{Overall Total Technical Proposal Score of the Technical Proposal with the highest Overall Total Technical Proposal Score}}$.

5.7 There will be no committee evaluation of Cost Proposals. Cost Proposal information will be entered into a spreadsheet that will calculate Cost Proposal scores.

The only Cost Proposals that will be opened and evaluated will be for those Offerors that have the top three (3) normalized Technical Proposal scores. Each of these must also have at least an Overall Raw Score of two hundred ten (210) points for the Scope of Work evaluation. All other Proposals will receive no further consideration.

The State anticipates a Contract with few fees and costs, and with a reasonable rebate schedule; therefore, the Cost Proposal evaluation will be based on the rebate offered in Line Item 5 on **Appendix A, Cost Proposal Schedule**.

5.8 Cost points for the Cost Proposal evaluation shall be normalized as follows: The Cost Proposal with the highest Total, Line Item 5 (see **Appendix A, Cost Proposal Schedule**) will receive all of the total available Cost Proposal Points (400). Other Cost Proposals will be assigned a portion of the total available Cost Proposal Points, using the formula: $400 \times \frac{\text{Total, Line Item 5 of the Cost Proposal being evaluated}}{\text{Total, Line Item 5 of the Proposal with the highest Total, Line Item 5}}$.

5.9 Award

Intent to award shall be made to the responsive, responsible Offeror whose Proposal receives the highest overall score (normalized Technical Proposal points added to normalized Cost Proposal points).

6. SPECIAL TERMS AND CONDITIONS

6.1 Contract Term

The initial term of the Contract will be three (3) years. There will be an opportunity for seven (7), one-year renewal periods to be exercised upon mutual, written agreement between the parties.

6.2 Extension of Fleet Card Program to Public Agencies

The Fleet Card program under the Contract shall be extended to other "Public Agencies" of the state of Idaho as defined in Section #67-2327 of the Idaho Code.

It will be the responsibility of the Public Agency to independently contract with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

Additionally, payment of Fleet Card charges made by a "Public Agency" shall be entirely the responsibility of the "Public Agency", and shall not be the responsibility of the State.

6.3 Use of Purchasing Card

The State has a statewide contract for purchasing card (p-card) services. The contract number for the p-card contract current as of the issuance of this RFP is SBPO1391, and that contract is with Bank of America.

The State shall not be prohibited by any Contract awarded from this RFP from the following:

6.3.1 Using p-cards (and other methods of purchase) to purchase fuel and vehicle related supplies and services when Fleet Card services are not available. (Example: An employee of a Participating Agency is fueling a rental vehicle, and there isn't a Fleet Card available to the employee.) (Example: When a driver needs fuel in an area where there is no local fueling station that accepts a Fleet Card.)

6.3.2 Using p-cards (and other methods of purchase) for on-the-road emergencies.

6.4 PCI Data Security Standards

The Contractor's web-based card management system must provide safeguards for security of credit card information in compliance with PCI Data Security Standards (<https://www.pcisecuritystandards.org/>).

6.5 Communication Restrictions

Offerors must comply with all State laws, rules, and policies covering communication with State employees and officials during the RFP process. If an Offeror engages in any unauthorized communication, the State may reject its Proposal as non-responsive.

6.6 Ownership of Proposals

~~All Proposal contents become the property of the State, and may become a part of any resulting Contract. Award or rejection of a Proposal does not affect this right.~~ **RESERVED**

6.7 Proposal Validity

(Section 25, Firm Prices, of the Solicitation Instructions to Vendors, shall not apply to this Solicitation.)

Proposals must remain valid for one hundred twenty (120) days after the Proposal due date or until a Contract is signed with the successful Offeror, whichever is sooner. No Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price increase will be allowed, unless otherwise stipulated by the State's Solicitation documents. All Proposals must be in U.S. Dollars.

6.8 Release of Information

Except as otherwise specifically provided for in this RFP, or as otherwise provided for in writing by the Idaho Division of Purchasing, names, addresses or other Cardholder information shall not be released, sold or made available to any third party.

6.9 Investigative Assistance

The Contractor shall assist any investigative unit of Idaho State government concerning alleged wrongdoing or suspected fraud or abuse by any Participating Agency employees or those entities doing business with the Fleet Card. Reciprocal assistance from the State with regard to investigations shall be provided to the Contractor.

6.10 Governing Law and Severability

(Section 36, Governing Law and Severability, of the State of Idaho Standard Contract Terms and Conditions, shall not apply to this RFP.)

The Contract shall be construed in accordance with, and governed by the laws of the State of Idaho and in particular, the Idaho Uniform Commercial Code. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court, the remaining terms of the Contract will remain in force.

6.11 Applicability of Idaho Uniform Commercial Code (IUCC)

Except to the extent the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the applicable provisions of the IUCC. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

6.12 Additional Documents and Contracts

Offeror must submit with its Proposal all documents and/or agreements that the Offeror proposes to have incorporated into any resulting Contract. If Offeror expressly conditions its Proposal upon the State's acceptance of its additional documents and/or agreements, its Proposal may be deemed nonresponsive. The State will not accept any documents and/or agreements submitted after the RFP Closing Date (see subsection 1.1). If Offeror attempts to submit additional documents and/or agreements after the RFP Closing Date, and conditions its Proposal upon the State's acceptance of those additional documents and/or agreements, its Proposal will be deemed nonresponsive.

The State will not accept terms that allows the Offeror to make unilateral amendments to any resulting Agreement.

6.12.1 If, during the term of the Contract, the Contractor is required by Idaho law or by the federal government to add to or change any of the terms and conditions that it submitted with its Proposal, the Contractor must provide a minimum of thirty (30) calendar days' notice to the State prior to any additional terms and conditions or changes being

effective.

6.12.2 If, during the term of the Contract, the Contractor is required by a card association or other non-government third party to add to or change any of the terms and conditions that it submitted with its Proposal, the Contractor must provide a minimum of thirty (30) calendar days' notice to the State prior to any additional terms and conditions or changes being effective. In the additional terms and conditions or changes to terms and conditions that the Contractor submitted with its Proposal as contemplated in this paragraph, the State reserves the right to terminate the contract for convenience with one hundred eighty (180) days' notice to the Contractor.

6.13 Click-Through Licensing Prohibited

The State will not accept "click through" acceptance of software licensing terms either initially or through updates.

The State will only consider the terms and conditions (if any) applicable to the proposed web-based card management system and any supplemental system if the Offeror submits them in writing as part of its Proposal.

Please note that the State will require substantive changes to private company terms and conditions that include clauses such as indemnification, termination and/or entire agreement clauses. Also note that for any clauses pertaining to governing law, the governing law must be that of the state of Idaho, with the jurisdiction being in Ada County. Failure of the Offeror to make the changes required by the State (see subsection 6.17, Clarification Period Prior to Award) may render that Offeror's Proposal as non-responsive.

6.14 No Rights to Setoff or Debit

The Contractor shall invoice the State and shall not have rights to setoff against State funds or to debit State accounts. Any provision to the contrary is void.

6.15 No Security Interest

The Contractor does not have authority to grant a security interest in State funds and shall not be deemed to have been granted such an interest under any provision of this Contract. Any provision to the contrary is void.

6.16 No Requirement to Establish a Reserve Account

The Contractor shall not require the State to establish a reserve account. Any provision to the contrary is void.

6.17 Clarification Period Prior to Award

Following issuance of a Letter of Intent to Award (LOI) (referred to as "Intent to award" in subsection 5.9), the State may require the apparent successful Offeror to participate in a clarification period, consisting of one or more meetings with the State representatives, via phone or in person. The clarification period, if the State chooses to require it, will occur prior to award of the Contract.

This clarification period is an opportunity for the State to identify specific information contained in the State's RFP and the Offeror's Proposal for which the parties may benefit from a greater, more thorough understanding. It is not an opportunity for the Offeror to modify the substance of its Proposal or to negotiate terms and conditions; however, the State may modify terms and conditions it receives from the Offeror at this time (see subsections 6.12, 6.13 and 6.17.5).

Communications during the clarification period will be memorialized by meeting minutes, by written correspondence, or both. The apparent successful Offeror shall provide its understanding of and consent to the memorialized clarification period within three (3) business days of receiving such from the State. Failure to do so will result in the apparent successful Offeror's Proposal being found non-responsive.

Additionally, the apparent successful Offeror's Proposal may be found non-responsive during the clarification period for the following reasons:

- 6.17.1 If the apparent successful Offeror fails to respond to communications from the State in a timely manner during the clarification period;
- 6.17.2 If the State finds that the apparent successful Offeror's Proposal was not a firm offer;
- 6.17.3 If the apparent successful Offeror conditions its Proposal either orally or verbally during the clarification period;
- 6.17.4 If the State finds that the apparent successful Offeror's understanding of the RFP is overall incongruent with the requirements, terms and conditions of the RFP;
- 6.17.5 (See subsections 6.12 and 6.13.) If the State finds that the apparent successful Offeror will not agree to the modification of any or all of its terms and conditions (including any third part terms and conditions that it submits with its Proposal); or,
- 6.17.6 (See subsections 6.12 and 6.13.) If the apparent successful Offeror's responses to the State's requirements to modify the Offeror's terms and conditions are not timely.

6.18 Best and Final Offer (BAFO) and Other Proposal Discussions

Proposal discussions with individual Offerors (including the utilization of one or more BAFOs) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the State to be in its best interest. *NOTE: Offerors should submit their best ~~P~~Proposals initially as there is no guarantee that the State will conduct any discussions.*

6.19 Standard Terms and Conditions and Solicitation Instructions

The current versions of the **State of Idaho Standard Contract Terms and Conditions** and **Solicitation Instructions to Vendors** are incorporated by reference into this Solicitation, and any resulting Contract, as if set forth in their entirety. Both documents can be downloaded at http://purchasing.idaho.gov/terms_and_conditions.html; or copies obtained by contacting the Division of Purchasing at 208.327.7465 or purchasing@adm.idaho.gov. Failure by any submitting vendor to obtain a copy of these documents shall in no way constitute or be deemed a waiver by the State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the Solicitation.

6.20 INSURANCE

Within 5 business days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to

this requirement. Failure to provide the certificates of insurance within the 5 business day period may be cause for your bid or proposal to be declared non-responsive or for your Contract to be cancelled.

Contractor shall carry liability and property damage insurance that will protect it and the state of Idaho, each Participating Agency and their divisions, officers and employees from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

6.20.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

6.20.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

6.20.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

6.20.2.1 Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Proposal if the Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the state of Idaho will consider the request. If the Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the RFP Closing Date (see subsection 1.1), the state of Idaho may not consider the request.

6.20.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

6.20.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the state of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

6.20.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the state of Idaho, each Participating Agency and their divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under the Contract.

6.20.4.1 The Contractor must provide proof of the state of Idaho, each Participating Agency and their divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the state of Idaho, each Participating Agency and their divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

6.20.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the state of Idaho, each Participating Agency and their divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

6.20.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing in accordance with the policy provisions.

6.20.6 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the state of Idaho, each Participating Agency and their divisions, officers and employees.

6.20.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

6.20.8 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the state of Idaho, each Participating Agency and their divisions, officers, employees and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the state of Idaho.

6.21 Punitive Damages

Any requirement to waive punitive damages in documents that the Offeror submits with its Proposal is void.

6.22 Fees

All fees that will be charged to the State under any resulting Agreement must be identified in writing within the Proposal, and must be identified in the Offeror's Cost Proposal pricing.

6.23 Commingling of Funds

Contractor cannot commingle the State's funds with other funds.

6.24 Control of Claims

In the event that the Contractor indemnifies the State for a third party claim against the State, the Contractor may not take control of the defense of any claim against the State without the State's written consent.

6.25 Terms and Conditions of Ensuing Contract

Section 18, Terms and Conditions of Ensuing Contract, of the Solicitation Instructions to Vendors, shall not apply to this RFP.

6.26 Entire Agreement

(Section 35, Entire Agreement, of the State of Idaho Standard Contract Terms and Conditions, shall not apply to this RFP.)

The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Proposal differ from those specifically stated in the Solicitation, the terms and conditions of the Solicitation shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

“6.27 Administrative Fee Waived

Section 6, Administrative Fee, of the Solicitation Instructions to Vendors, shall not apply to this RFP. Additionally, Section 5, Administrative Fee, of the State of Idaho Standard Contract Terms and Conditions, shall not apply to this RFP.”

APPENDIX A – Cost Proposal Schedule

Appendix A, Cost Proposal Schedule is a separate attachment to this RFP. It is an Excel file.

APPENDIX B - Definitions

1. **Account Manager**

An employee of the Contractor that will be responsible for the Contractor's activities under the State's Fleet Card program.

2. **Cardholder**

Individual who has been issued a Fleet Card and has the responsibility of use and security of said card.

3. **Contract Administrator**

An employee of the Division of Purchasing designated as the individual responsible for administration of the Fleet Card Contract.

4. **Division of Purchasing**

The Division of Purchasing of the Department of Administration as established by Idaho Code Section 67-5714.

5. **Fleet Card**

The electronic payment card (credit card) that the Contractor issues for use under the Contract.

6. **Merchant Category Code**

A standard code used by the Contractor to categorize each merchant according to the type of business engaged in and the type of goods and services provided. Merchant Category Codes may be used as an authorized activity type code on an individual purchasing card to identify those merchants or categories of merchants who provide goods and/or services that are not authorized for that individual card.

7. **Participating Agency**

State or Public agency utilizing the Fleet Card Contract.

8. **Program Administrator**

Individual(s) within a Participating Agency or sub-Agency organizational unit who is responsible for said Participating Agency's Fleet Card activity. The individual(s) shall at a minimum:

- a. Designate Participating Agency Cardholders;
- b. Recommend card limits within the Participating Agency;
- c. Advise Participating Agency Cardholders of applicable limits; and
- d. Ensure proper Fleet Card usage, security, controls, timely reconciliation and payment, retention of transaction documentation and other related responsibilities as designated by the State.

9. **Public Agency**

"Public agencies" are defined in Section #67-2327 of the Idaho Code, which reads as follows:

67-2327. DEFINITIONS. "Public agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho; any agency of the state government; and any city or political subdivision of

another state.

ATTACHMENT 1 – OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."

OFFEROR QUESTIONS

RFP for Statewide Fleet Card Services

| Question Number | RFP Section | RFP Page | Question | Response |
|-----------------|-------------|----------|----------|----------|
| 1 | | | | |
| 2 | | | | |
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**ATTACHMENT 2 - REFERENCES
(E)**

INSTRUCTIONS TO THE OFFEROR:

Offerors must provide three (3) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or agencies with knowledge of the Offeror's experience that is similar in nature to the services being requested by this RFP, and the services provided to the references by the Offeror must have occurred within the last three (3) years immediately preceding the date this RFP was issued. **(Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, and shall be in the sole discretion of the State.)**

~~Additionally, per subsections 3.1.1.1 and 3.1.1.2:~~

- ~~a) We request that each reference be a current customer that has used the Offeror's software and firmware to interface with its FuelMaster 2550 (or equivalent) card reader equipment (see subsection 3.3.10.1) for at least the last three (3) years prior to the issue date of this RFP.~~
- ~~b)a) We request that the customer contacts that complete the reference questionnaires be knowledgeable regarding the company's or agency's use of the Offeror's software and firmware.~~

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
 - a. Print the RFP number on the "RFP Number" line.
 - b. Print the RFP title on the "RFP title" line.
 - c. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
 - d. Print the name of your company/organization on the "OFFEROR NAME" line.
 - e. Enter the RFP Closing Date (see RFP subsection 1.1) and time in Instruction 5 (see the INSTRUCTIONS block.)
2. Send the "Reference's Response To" document to your references to complete.

Also note:

- Reference questionnaires received after to the RFP's Closing Date ([see RFP subsection 1.1](#)) and time will not be considered.
- If only one (1) or two (2) reference questionnaires are received timely, the missing reference(s) will be factored as a score of zero (0).
- If a question is not scored by the reference, that question will receive a score of "0".
- Any reference questionnaire received that does not meet requirements identified in the paragraph directly under "Instructions to the Offeror" will receive a score of "0" for that reference.
- If more than three (3) completed reference questionnaires are received, the first three (3) fully completed reference questionnaires received will be used for evaluation purposes.
- Ratings from completed reference questionnaires will be averaged.
- It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires by the RFP Lead. Offerors may e-mail the RFP Lead prior to the RFP's Closing Date ([see RFP subsection 1.1](#)) and time to verify receipt of references.
- References must be received by the Division of Purchasing directly from the references in order to be considered.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP Number:
RFP Title:

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____
has submitted a Proposal to the state of Idaho, to provide the following services: Fleet (Fuel) Card Services. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

RFP Lead: Jason Urquhart, Purchasing Officer

E-mail: jason.urquhart@adm.idaho.gov

Fax: 208-327-7320
5. This completed document **MUST** be received no later than [REDACTED] at 5:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone for further clarification if necessary.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

| Rating Scale | |
|--------------------------------|--------------|
| Category | Score |
| Poor or Inadequate Performance | 0 |
| Below Average | 1 – 3 |
| Average | 4 – 6 |
| Above Average | 7 - 9 |
| Excellent | 10 |

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the overall customer service and timeliness of this vendor in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

3. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties relating to your contract with the vendor:

10 9 8 7 6 5 4 3 2 1 0

4. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

~~6. Rate your satisfaction with the vendor's software and firmware as far as how it functions with your organization's FuelMaster 2550 (or equivalent) card reader equipment.~~

~~**10 9 8 7 6 5 4 3 2 1 0**~~

Section II. GENERAL INFORMATION

1. Please include a brief description of the Fleet (Fuel) Card services provided to you by this vendor:

~~2. Identify the time period in which your organization has been using the vendor's software and firmware to interface with your organization's FuelMaster 2550 (or equivalent) card reader equipment.~~

~~Month: _____ Year: _____ to Month: _____ Year: _____~~

~~3. During what time period did the vendor provide these services for your business?~~

~~Month: _____ Year: _____ to Month: _____ Year: _____~~

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference

Date

Print Name

Title

Phone Number

E-mail address

ATTACHMENT 3 – FINANCIAL INFORMATION

Offerors must provide with their Proposals a D&B Comprehensive Insight Plus credit report or Experian ProfilePlus report. The Offeror should stamp or write “Trade Secret” or “Confidential” on each page of the Credit Report information that it does not want released (in cases of requests for public records). The information will be held in confidence to the extent that law allows. The Credit Report must be current and have been established within thirty (30) calendar days of the RFP Closing Date (see subsection 1.1). The Credit Report must be for the exact entity submitting the Proposal. The Credit Report cannot be combined or consolidated with the information from any entity other than the Offeror submitting the Proposal. If the Offeror’s name on the Proposal (see subsection 2.10, Cover Letter) does not match the name on the Credit Report, the Credit Report will not be accepted and the Offeror’s Proposal will be found non-responsive. Additionally, if the Offeror does not provide its Credit Report, its Proposal will be found non-responsive.

The D&B Comprehensive Insight Plus Report uses a Credit Score Class (CSC) rating scale of 1 to 5 for creditworthiness. The Proposal of an Offeror receiving a CSC rating of High risk (5) or High Medium risk (4) of experiencing financial stress and delinquent payments will be found non-responsive.

- CSC of 1 = Low Risk
- CSC of 2 = Low Medium Risk
- CSC of 3 = Medium Risk
- CSC of 4 = High Medium Risk
- CSC of 5 = High Risk

The Experian ProfilePlus Report uses a Credit Ranking Score (CRS) scale of 0-100 points. The Proposal of an Offeror receiving a rating of High risk (0-10) or High Medium risk (11-25) of experiencing financial stress and delinquent payments will be found non-responsive.

- CRS of 76-100 = Low Risk
- CRS of 51-75 = Low Medium Risk
- CRS of 26-50 = Medium Risk
- CRS of 11-25 = High Medium Risk
- CRS of 0-10 = High Risk

While use of one of the two reports listed above is mandatory for submission with the Proposal, the Division of Purchasing recognizes that Offerors from outside the United States (Canada, Mexico, etc.) may not have access to these exact credit reports. In that case, the State will accept a similar report that utilizes a simplified credit score or credit ranking in the same fashion as the above information. Similar reports are available from Dun & Bradstreet Canada, Equifax Canada, Equifax Mexico and possibly others as well.

State agencies that submit Proposals will be exempt from submitting Credit Report information.

ITD FUEL SITE EQUIPMENT LISTING

| Dist | Yard Name: | Tank Type | Tank Size Diesel | Tank Size Gasoline | Dsl Pump | Unl Pump | Cardreader | Tank Monitor |
|------|---------------|-----------|------------------|--------------------|-----------------------|-------------|-----------------|-------------------|
| 1 | Bonnors Ferry | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 1 | Clark Fork | AST | 2,000 | 500 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 1 | Coeur D'Alene | UST | 10,000 & 6,000 | 10,000 | West Gasboy | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 1 | Coeur D'Alene | | | | Secondary Gasboy 215S | | | |
| 1 | Coeur D'Alene | | | | East Gasboy 9153 | | | |
| 1 | Osburn | UST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | Gilbarco EMC |
| 1 | Sandpoint | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 1 | Santa | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 1 | Spirit Lake | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 1 | St. Maries | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Bovill | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Fleming | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Grangeville | AST | 5,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Kendrick | UST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Kooskia | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Lewiston | UST | 10,000 | 10,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Lucile | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Orofino | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Powell | AST | 5,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 2 | Reeds Bar | UST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Banks | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Boise Diesel | UST | 10,000 | | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Boise Gas | UST | | 10,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |

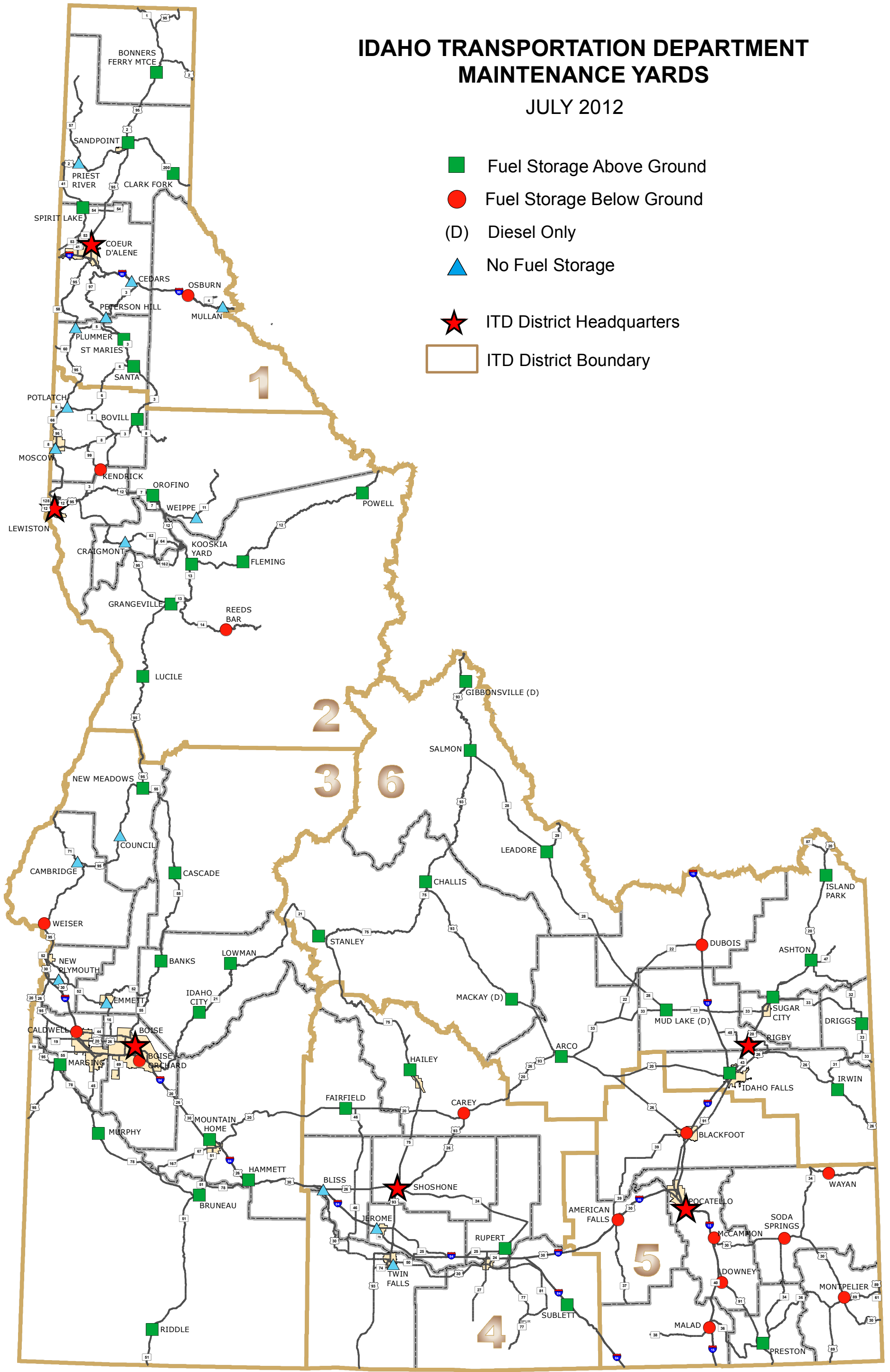
| | | | | | | | | |
|---|----------------|-----|------------------|--------|----------------|----------------|-----------------|----------------------|
| 3 | Bruneau | AST | 1,500 | 500 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Caldwell | UST | 4,000 | 2,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Cascade | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Hammett | AST | 4,000 | 1,200 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Idaho City | AST | 4,500 | 1,500 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Lowman | AST | 3,200 | 2,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Murphy | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Marsing | AST | 4,000 | 1,200 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | Gilbarco EMC |
| 3 | Mountain Home | AST | 3,200 | 2,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | New Meadows | AST | 4,200 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Orchard | UST | 4,000 | 3,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Riddle | AST | 1,500 | 500 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 3 | Weiser | UST | 4,000 | 4,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 4 | Carey | UST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 4 | Fairfield | AST | 2,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 4 | Hailey | AST | 4,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 4 | Rupert | AST | 2,000 & 2,000 | 2,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 4 | Shoshone | UST | 10,000 | 10,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 4 | Stanley | AST | 2,000 & 2,000 | 2,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 4 | Sublett | AST | 2,000 & 1,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 5 | American Falls | UST | 4,000 | 2,000 | Gasboy 9153 | * | FuelMaster 2550 | VeederRoot TLS350 |
| 5 | Blackfoot | UST | 4,000 | 2,000 | Gasboy 9153 | * | FuelMaster 2550 | VeederRoot TLS350 |
| 5 | Downey | UST | 3,000 | 1,000 | Gasboy 9153 | * | FuelMaster 2550 | VeederRoot TLS350 |
| 5 | Malad | UST | 3,000 | 1,000 | Gasboy 9153 | * | FuelMaster 2550 | VeederRoot TLS350 |
| 5 | McCammon | UST | 3,000 | 1,000 | Gasboy 9153 | * | FuelMaster 2550 | VeederRoot TLS350 |
| 5 | Montpelier | UST | 4,000 | 2,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |

| | | | | | | | | |
|---|--------------|-----|--------|--------|----------------|----------------|-----------------|------------------------|
| 5 | Pocatello | UST | 8,000 | 12,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 5 | Preston | AST | 3,000 | 3,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot Guardian |
| 5 | Soda Springs | UST | 4,000 | 2,000 | Gasboy 9153 | * | FuelMaster 2550 | VeederRoot TLS350 |
| 5 | Wayan | UST | 3,000 | 1,000 | Gasboy 9153 | * | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Arco | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Ashton | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Challis | AST | 2,000 | 500 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Driggs | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Dubois | UST | 3,200 | 800 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | Gilbarco EMC |
| 6 | Gibbonsville | AST | 2,000 | N/A | Gasboy 9153 | N/A | FuelMaster 2550 | Gilbarco EMC |
| 6 | Idaho Falls | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | Gilbarco EMC |
| 6 | Irwin | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Island Park | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Leadore | AST | 3,000 | 2,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Mackay | AST | 2,000 | N/A | Gasboy 9153 | N/A | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Mud Lake | AST | 2,000 | N/A | Gasboy 9153 | N/A | FuelMaster 2550 | VeederRoot TLS350 |
| 6 | Rigby | UST | 16,000 | 4,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | Gilbarco EMC |
| 6 | Salmon | AST | 3,200 | 500 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | Gilbarco EMC |
| 6 | Sugar City | AST | 3,000 | 1,000 | Gasboy 9153 | Gasboy 9153 | FuelMaster 2550 | VeederRoot TLS350 |

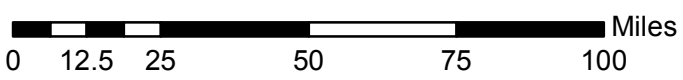
* One dispenser for Dsl and Unl

IDAHO TRANSPORTATION DEPARTMENT MAINTENANCE YARDS

JULY 2012



- Fuel Storage Above Ground
- Fuel Storage Below Ground
- (D) Diesel Only
- ▲ No Fuel Storage
- ★ ITD District Headquarters
- ITD District Boundary





C.L. "Butch" OTTER
Governor
MIKE GWARTNEY
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street – Lower Level (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208/-327-7320
<http://adm.idaho.gov/purchasing>

October 23, 2014

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

VIA FACSIMILE TRANSMISSION
FAX NUMBER: 801-568-4356
ORIGINAL MAILED

RE: RFP15000005 – Statewide Fleet Card Services for the State of Idaho. RFP Closed August 20, 2014 at 5 PM Mountain Time

Dear Mr. Kavanagh:

As provided for in the Request for Proposal, RFP15000005, subsection 6.17, Clarification Period Prior to Award, please be advised that the state of Idaho (the "State") has chosen to require this clarification period. Please also be advised that, per that subsection, this is not a negotiation period, however, the State may modify terms and conditions it has received from the Offeror at this time (see RFP subsections 6.12, 6.13 and 6.17.5).

We will follow up shortly with additional information, such as the scheduling of communications during the clarification period, a list of issues that the State wishes to clarify and any changes to the terms and conditions submitted by WEX Bank that the State requires. WEX Bank may wish to consider whether or not there are any specific issues for which it would like clarification, and address those with the State during the clarification period.

We appreciate WEX Bank's interest in supplying the needs of the state of Idaho. For any questions you may have, please contact me at 208-332-1608 (or via email; jason.urquhart@adm.idaho.gov).

Sincerely,

A blue ink signature of Jason Urquhart, written in a cursive style.

Jason Urquhart, CPPO, CPPB
Purchasing Officer

Cc: ryan.kelly@wexinc.com



C.L. "Butch" OTTER
Governor
MIKE GWARTNEY
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street – Lower Level (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://adm.idaho.gov/purchasing>

November 4, 2014

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

VIA FACSIMILE TRANSMISSION
FAX NUMBER: 801-568-4356
ORIGINAL MAILED

RE: RFP15000005 – Statewide Fleet Card Services for the State of Idaho. RFP Closed August 20, 2014 at 5 PM Mountain Time

Dear Mr. Kavanagh:

We notified you on October 23, 2014 that the state of Idaho (the "State") has chosen to require the clarification period identified in subsection 6.17, Clarification Period Prior to Award, of RFP15000005.

As stated in our October 23, 2014 letter, and as provided for in RFP subsections 6.12, 6.13 and 6.17.5, we have identified in the attached documents certain issues found with terms and conditions submitted by WEX Bank with its proposal.

Additionally, in the attached documents, we've identified several areas for which we request clarification.

We request that WEX Bank review these issues, and to contact me by 12 P.M. (noon) Mountain time this Friday, November 7, 2014, to schedule at least a preliminary conference call to discuss these issues. If WEX Bank will be prepared to respond in writing to these issues by that time, please provide your written response via fax to 208-327-7320 or via email to jason.urquhart@adm.idaho.gov, but then follow up with the original to the address shown above. All written correspondence from WEX Bank during the clarification period must be provided under a cover letter on WEX Bank letterhead, and signed by Bernie Kavanaugh.

As far as a preliminary conference call, I have the following days and times (all are Mountain time) currently available. Please note that I will have to coordinate with Idaho Transportation Department staff, who will be participating in the clarification period.

- Friday, November 7, 1:30 PM or later
- Wednesday, November 12, 1:30 PM or later
- Thursday and Friday, November 13 and 14, any time

Bernie Kavanagh
November 4, 2014
Page 2

We appreciate WEX Bank's interest in supplying the needs of the state of Idaho. For any questions you may have, please contact me at 208-332-1608 (or via email; jason.urquhart@adm.idaho.gov).

Sincerely,



Jason Urquhart, CPPO, CPPB
Purchasing Officer

Cc: ryan.kelly@wexinc.com

Four Attachments, 13 pages total (excluding this letter)



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

November 19, 2014

Idaho Division of Purchasing
P.O. Box 83720
Boise, ID 83720-0075
ATTN: Jason Urquhart

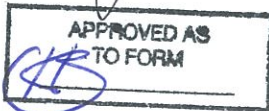
Mr. Urquhart:

This letter is in response to the State of Idaho's request for additional information from WEX Bank regarding its response to the State's RFP15000005 for Statewide Fleet Card Services. We have attached our responses to **RFP15000005 – Statewide Fleet Card Services: Clarification Period Issues List.**

Sincerely,

A large, stylized handwritten signature in black ink, appearing to be "KJ", written over the word "Sincerely," and extending over the name "Ken Janosick".

Ken Janosick, Contracting Agent



We see corporate payments differently.

RFP15000005 – Statewide Fleet Card Services Clarification Period Issues List

1. Please note that we have chosen to not use the following features identified in WEX Bank’s proposal:
 - a. WEXPay (identified in WEX Bank’s proposal in subsections 3.3.2 and 3.3.3).
 - b. Purchase Log (identified in WEX Bank’s proposal in subsection 3.3.2).

The reason why we have chosen to not accept them is because WEX Bank identified that for these features *“Purchases are subject to the MasterCard transaction processing rules and terms of use...”*, which WEX Bank did not include with its Proposal, and we stated the following in the first paragraph of RFP subsection 6.12, Additional Documents and Contracts:

“Offeror must submit with its Proposal all documents and/or agreements that the Offeror proposes to have incorporated into any resulting Contract. If Offeror expressly conditions its Proposal upon the State’s acceptance of its additional documents and/or agreements, its Proposal may be deemed nonresponsive. The State will not accept any documents and/or agreements submitted after the RFP Closing Date (see subsection 1.1). If Offeror attempts to submit additional documents and/or agreements after the RFP Closing Date, and conditions its Proposal upon the State’s acceptance of those additional documents and/or agreements, its Proposal will be deemed nonresponsive.”

WEX RESPONSE: WEXPay and Purchase Log are MasterCard products and all transactions flow through the MasterCard network. Any transactions made through the MasterCard network are subject to MasterCard processing rules and regulations. WEX does not own this document and it is publically available on the MasterCard website. These rules encompass all aspects of MasterCard whether merchant, customer or issuer and is hundreds of pages long. We do not include with any contracts or responses.

2. See WEX Bank’s response to RFP subsection 3.1.4. An agency that reviewed WEX Bank’s proposal stated the following:

“It is my understanding that the RFP requested that the vendor file for the reimbursement of the tax on the fuels but Wright Express’s statement here states that their billing will be “net of taxes” and that the State will have to do the filing. The accounting term “net of taxes” usually means the tax is included? Again I assume the bill

from WEX should be the same as the one we receive from our current vendor and not include taxes.”

Please address this issue.

WEX Response: As a Credit Card Issuer (CCI), WEX will file for the Federal Excise Tax Reimbursement on behalf of the State of Idaho, and will bill eligible Idaho government agencies and entities, who are exempt, without Federal Excise Taxes on their invoice. For state taxes WEX defers to state law (Idaho Reclaim Form 75). As referenced in our response, 3.1.4, Idaho requires the end user to file for the state fuel taxes. In this case WEX will include applicable state taxes on Idaho’s invoice; however WEX provides comprehensive tax reporting so Idaho will be able to file for back for taxes with the state’s revenue service.

3. See WEX Bank’s response to RFP subsection 3.1.6. In this subsection we stated, in part, the following:

“Include a description of how the Offeror will ensure that all subcontractors will meet the Contract’s requirements. Offerors must disclose the location of the subcontractor’s business office. If the Offeror utilizes any entity other than the entity submitting the Proposal to provide any of the services required by this RFP, the relationship between the two entities is considered that of a contractor-subcontractor for the purpose of this subsection, regardless of whether a relationship is based on an actual written contract between the two entities.”

We did not find where WEX Bank included a description of how the Offeror will ensure that all subcontractors will meet the Contract’s requirements.

Please clarify.

WEX RESPONSE:

WEX Inc.
97 Darling Avenue
South Portland, ME 04106

WEX Inc. has assigned Government Account Manager Ryan Kelly, Premium Fleet Services Representative Jillian Cascio, and Implementation Manger Martin Howgate to the State of Idaho account. As employees of WEX Inc., parent company to WEX Bank,

Ryan, Jillian, and Martin are responsible for overseeing the contract with The State of Idaho to ensure all contract requirements are met and adhered to.

4. See WEX Bank's response to RFP subsection 3.1.8. An agency that reviewed WEX Bank's proposal asked the following:

"Does each agency actually contract separately with WEX or WEX Bank or does each just operate under the DOP State contract?"

Please clarify.

WEX RESPONSE: Each participating entity (non-state agencies) will complete a participation addendum and credit application. They will be bound to the terms of the DOP State contract. State agencies will be part of the state's overall contract and credit line.

5. See WEX Bank's response to RFP subsection 3.1.9. An agency that reviewed WEX Bank's proposal asked the following:

"Each participating entity has to fill out a financial report and complete application?"

Maybe billing information but we are all regulated by the same Legislature who is ultimately responsible for the bills."

Please clarify.

WEX RESPONSE: An application will only be necessary when a participating entity (quasi-government, city, county, etc.) seeks to participate in the State's contract. This serves the purpose of WEX independently adjudicating a credit line for the entity, and the entity agreeing to the terms and conditions laid out in the contract between The State of Idaho and WEX.

6. See WEX Bank's response to RFP subsection 3.3.4.2.

Please identify what the "addendum" part of "Political subdivisions and other eligible users of the contract would be required to complete a credit application/addendum to the contract" is.

WEX RESPONSE: Please see the attached "Addendum To The Fuel Card Services Contract between WEX Bank and The State of Idaho.

7. See WEX Bank's response to RFP subsections 3.3.8 through 3.3.8.2.2.

Please confirm that rebates will be deducted from each agency's invoice.

WEX RESPONSE: WEX confirms that rebates will be deducted from each agency's invoice, assuming this is still what the State requests.

8. See WEX Bank's response to RFP subsection 3.3.9. An agency that reviewed WEX Bank's proposal stated the following:

"3.3.9. States that all Idaho agencies have been approved for VIP credit limit; counter to 3.1.8."

Please clarify.

WEX RESPONSE: The State's credit classification is different from the State's actual line of credit. The credit line applies for State agencies directly under the State of Idaho Contract. All eligible participating government entities such as, quasi-government, cities, counties, other local government, etc. will be required to apply for their own line of credit, which will be independently adjudicated from the State's credit line. These participating entities may or may not receive approval for their independent credit line; however if they are approved they will receive the same classification as the State.

9. See WEX Bank's response to RFP subsection 3.5. In this subsection we stated, in part, the following:

"The Offeror must also identify specifically how it will measure its performance relating to the requirements of these subsections, and, how it will report its performance to the State on a quarterly basis."

We found that WEX Bank's response was not clear in this area, as far as how WEX Bank will measure its own performance and report its performance to the State on a quarterly basis. Please clarify.

WEX RESPONSE: WEX Government Account Manager Ryan Kelly and Premium Fleet Services Representative Jillian Cascio will work with the State of Idaho to identify specific items within WEX's products and services, listed in subsections 3.5; to update and provide feedback as to the progress and status of these items. These will be tracked and reviewed during, but not limited to, quarterly business reviews, scheduled and on-going conference calls (monthly or as needed), account review reports, pushed email

notifications, industry awards, and more. WEX does not have a standardized self-report that is customer facing, but will work with the State of Idaho to ensure self-performance is monitored and communicated to the State in a timely manner with the state.

10. During a phone conference, or in-person meeting, please provide an in-depth review of the following:
 - a. WEX Bank's responses to subsections 3.3.10 (Integration of State-Owned Facilities) through 3.3.10.3.5.3; and,
 - b. WEX Bank's responses to subsections 3.4 (Transition and Implementation Requirements) through 3.4.1.2.7.

WEX Bank should be prepared to respond to questions from representatives of the state of Idaho.

WEX RESPONSE: WEX has discussed the below issues during a phone conference on November 12, 2014.

Is there a difference between "WEX cards" and "Custom Control" cards? If so, what are those differences?

WEX Cards can be selected to be either Custom Control or Fuel Only cards. The state will have the ability to choose between the two when ordering cards. Custom Control and Fuel Only Cards can then be placed in a profile for their authorizations controls to be applied. Profiles can contain one card or many cards.

Commercial coverage gap – what is the process and time line to establish WEX accepting vendors to fill these gaps prior to full implementation?

WEX will need to know what the potential gaps may be in order to engage with a merchant. The length of the process can vary depending on how quickly the merchant establishes a relationship with a WEX certified credit card network, if any new equipment is needed, and how quickly an application is supplied to the network. Although WEX cannot force a merchant to accept our card, we typically have better success when approaching a potential merchant in conjunction with a customer, and not solely on our own.

Can Opportunity Reports be produced to provide commercial vs. ITD private site cost saving opportunities?

The opportunity report benchmarks purchases at a zip code level against the entire WEX portfolio. Since the report is not Merchant Specific, ITD private site costs could only be

benchmarked again local averages. Note that ITD private site cost wouldn't be available inside the opportunity report.

3.2.1.1.3 Are other agency fuel use at ITD site transaction details viewable by ITD?

Any State fleet or agency using a WEX card will be viewable in the transaction detail. Non WEX transactions will not be available in reporting (i.e. Prokee transactions, etc.).

3.3.1.3 Once activated, when do these cards expire?

Cards expire three years (36 months) from the account set up date. Assuming cards under the same account are added at a later date, they will maintain the same expirations dates as cards previously issued under that account. WEX also can do early renewals to keep ALL cards issued on the same cycle if other accounts may have been added after the initial implementation.

3.3.5.1 Are real time alerts available based on gallons rather than dollars?

Yes, Real Time Alerts can be based on gallons per timeframe. However, Pump Shutoff is only currently offered by dollars.

3.3.6.22 What percentage of merchants do not send tax-exemptible product code data? What percentage of transaction are provided with certain data elements that are missing and may be autocorrected?

The amount of this type of transaction is minimal. This caveat is included to protect reporting data should a merchant send over bad price per gallon (PPG) information. WEX bases bad PPG information on a set range of reasonability. WEX will adjust the PPG based on National/Local averages, and derive a gallon amount. Since the gallon amount in this instance is estimated, WEX is unable to tax exempt this type of transaction. WEX can provide reporting that lists these types of transactions and provides the data details that were both sent and modified.

3.3.10.2.5 When the reimbursement check arrives, will transaction detail be included to identify which ITD division incurred the transaction originally? If not ITD division, site?

The Transaction Detail will identify the account, card, and site where the transaction took place. The Transaction Detail will also show where funds need to be allocated.

3.3.10.2.3 Does ITD have the ability to query and view authorization activity in real time?

Yes. This is a report that can be run in WEXOnline, and will be available for both retail and private site transactions that come through Idaho's VPN connection for authorization.

Please note that the below sites were also discussed during our conference call of November 12, 2014.

WEX Accepting Merchant Locations (Fuel & Service):

<http://www.wexinc.com/accepting-locations>

WEX Merchant Sign-Up Information:

<http://www.wexinc.com/retailers-and-fuel-merchants/accept-our-cards>

- 11.** Please confirm that WEX Connect is for mobile device use only, and that it is not for everyday Program Administrator use to access fuel card information.

WEX RESPONSE: Correct. WEX Connect is a fuel price mapping application, and fuel location tool. WEX Connect does not allow a user to access fuel card information, or conduct any other Program Administration.

- 12.** Regarding the WEX Connect terms and conditions, we request the following:

- a. The first paragraph states in part: “WEX may change or supplement the Terms of Use as it deems appropriate and your continued or subsequent access to and use of the App constitutes your acceptance of such modified or supplemented Terms of Use.”

We request that this be changed so that the state of Idaho is given at least thirty (30) calendar days’ written notice, that we may terminate the contract for convenience if we can’t agree to the change and that the termination for convenience will be with the contract continuing without change for six (6) months so that we have time to re-procure.

- b. Where the numbered paragraph 3 identifies WEX’s right to personal data, please identify how this information is going to be protected.
- c. Regarding the numbered paragraph 5 where it states “AS IS”, we need to know what our risks are, in particular, risks to our information.
- d. Regarding the numbered paragraph 7 where it states “You accept all risk and responsibility for any losses, damages, and other consequences resulting directly or indirectly from using this App and any information or material available from it,” we

cannot accept all the risk for using this. What protections can WEX Bank provide, in particular where it concerns protection of our information?

- e. Paragraph 9 must be deleted in its entirety. However, at a minimum, the entire agreement language, and the governing law language must be removed.

WEX Response: These terms and conditions are hard coded into our applications and cannot be modified. We have added language to amend the governing law and to allow for termination in the attached WEX Terms and Conditions document.

13. Regarding the Privacy Policy:

- a. We require our personal information to be protected and that it not be sold.

Please identify how WEX is going to protect our information, and please also make changes so that our information is not subject to sale.

- b. We request that the Privacy Policy Changes paragraph be changed so that the state of Idaho is given at least thirty (30) calendar days' written notice, that we may terminate the contract for convenience if we can't agree to the change and that the termination for convenience will be with the contract continuing without change for six (6) months so that we have time to re-procure.

WEX RESPONSE: These terms and conditions are hard coded into our applications and cannot be modified. We have added language to amend the governing law and to allow for termination in the attached WEX Terms and Conditions document.

14. Please see the redline changes and comments in the "Additional Terms" document.

- a. Note that one comment is directed to the Idaho Transportation Department (ITD), pertaining to subsection 2.9, and we have not obtained a response from them regarding that issue at this point.

WEX RESPONSE: Please see the attached document.

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF (the "STATE")**

CREDIT INFORMATION

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

| | | | | |
|--|------------------------------|--------------------|--|-------------------------------------|
| Participating Entity | | Phone # | Fax# | |
| Headquarters Name and Physical Address (Do not include PO Box) | | | Applicant's Taxpayer ID # (TIN, FEIN or SSN) | |
| In Business Since (yyyy) | Year of Incorporation (yyyy) | Number of Vehicles | Avg Monthly Fuel Expenditures \$ | Avg Monthly Service Expenditures \$ |

ACCOUNT SETUP INFORMATION

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

| | | | | | | | | | | | | | | | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
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| | | | | |
|-----------------|-----------------|------|-------|-------|
| Billing Contact | Billing Address | City | State | Zip+4 |
|-----------------|-----------------|------|-------|-------|

Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

| | | | |
|-------------------------------|-------|---------|-------|
| Authorized Fleet Contact Name | Title | Phone # | Fax # |
|-------------------------------|-------|---------|-------|

| | | | |
|---|------|-------|-------|
| Mailing Address (if different from billing address) | City | State | Zip+4 |
|---|------|-------|-------|

Email address (required to take advantage of product type card controls)

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

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

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

Check here if business is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: **Contract No. _____ effective _____** for Fuel Cards and Fuel Management Services (the "Agreement") between the **(the State and WEX Bank.**

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

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

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

- This Addendum is to allow the Participating Entity to participate under the Agreement between WEX BANK and the State. It does not modify, amend or change the Agreement in any way.
- Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
- Participating Entity hereby requests the services of WEX BANK described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
- Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

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

COMPLIANCE WIATH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

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

| | |
|------------------|---------------------|
| Signature: _____ | Printed Name: _____ |
| Title: _____ | Date: _____ |

Complete and sign addendum. Fax to 1-207-253-1328.

| | | | | | |
|----------------------------|--------------|------------|--------------|-------------|----------------|
| FOR OFFICE USE ONLY | Oppty Number | Sales Code | Plastic Type | Coupon Code | Account Number |
| | | | | YBA | 04 |



C.L. "Butch" OTTER
Governor
MIKE GWARTNEY
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street – Lower Level (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208/-327-7320
<http://adm.idaho.gov/purchasing>

December 5, 2014

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

VIA FACSIMILE TRANSMISSION
FAX NUMBER: 801-568-4356
ORIGINAL MAILED

RE: RFP15000005 – Statewide Fleet Card Services for the State of Idaho. RFP
Closed August 20, 2014 at 5 PM Mountain Time

Dear Mr. Kavanagh:

Thank you for WEX Bank's participation in the clarification period pertaining to this RFP. The third paragraph of subsection 6.17, Clarification Period Prior to Award, of the RFP stated in part that the "apparent successful Offeror shall provide its understanding of and consent to the memorialized clarification period within three (3) business days of receiving such from the State." The following is a list of the written correspondence that comprises the clarification period.

1. The state of Idaho's (the "State's") letter dated October 23, 2014.
2. The State's letter dated November 4, 2014, the accompanying Clarification Period Issues List, and the attachments referenced in that list.
3. WEX Bank's response to that letter, list and the attachments referenced in that list. WEX Bank's response was provided under a cover letter dated November 19, 2014.
4. An email from the State to WEX Bank dated November 21, 2014 (copy attached; 8:17 AM), and the document attached to that email with the document file name "Tms for inc for govt business_2014 - 11-21-14 JU.doc".
5. A second email from the State to WEX Bank dated November 21, 2014 (copy attached; 9:03 AM), and the document attached to that email with the document file name "Tms for inc for govt business_2014 - 11-21-14 JU2.doc".
6. An email from WEX Bank to the State dated December 1, 2014 (copy attached), and the document attached to that email with the document file name "Tms for inc for govt business_2014 - 11-21-14 JU2_ND Response 12 01 14.doc".

7. An email from WEX Bank to the State dated December 3, 2014 (copy attached), and the document attached to that email with the document file name "Tms for inc for govt business_2014 - 11-21-14 JU2_ND Response 12 03 14.doc".
8. An email from the State to WEX Bank dated December 4, 2014 (copy attached), and the document attached to that email with the document file name "Tms for inc for govt business_2014 - 11-21-14 JU3_12 04 14.doc".
9. An email from WEX Bank to the State dated December 5, 2014 (copy attached), and the document attached to that email with the document file name "Idaho_Tms for inc for govt business_FINAL_12 05 14.doc".
10. This letter, dated December 5, 2014.
11. WEX Bank's response provided to this letter, once received by the State.

Please be advised that the version of WEX Bank's terms and conditions that it submitted to the State on December 5, 2014 (the document with the document file name "Idaho_Tms for inc for govt business_FINAL_12 05 14.doc"), and the two documents embedded within that document, which have the headings "PRIVACY POLICY" and "WEX™ CONNECT Terms of Use", supersede all previous versions of those documents, including such documents that WEX Bank submitted with its Proposal dated August 12, 2014.

Additionally, please be advised that the State has chosen to not use WEX Connect at this time. If, after Contract award, a Participating Agency requests use of WEX Connect, WEX Bank must not provide that service to the requesting Participating Agency, and refer that Participating Agency to Jason Urquhart with the Idaho Division of Purchasing.

Please confirm your understanding and agreement as it relates to the requirements of subsection 6.17 of the RFP stated above by completing this letter. After completing this letter, please scan and email a copy of the letter to jason.urquhart@adm.idaho.gov. We request that you mail the original of the completed letter to:

Idaho Division of Purchasing
650 W. State St., Room B-15
Boise, ID 83702
Attn: Jason Urquhart

We will not award the Contract until we receive this letter back from WEX Bank, confirming its understanding and agreement as set forth above.

Bernie Kavanaugh
December 5, 2014
Page 3

We appreciate WEX Bank's interest in supplying the needs of the state of Idaho. For any questions you may have, please contact me at 208-332-1608 (or via email; jason.urquhart@adm.idaho.gov).

Sincerely,

CONFIRMED: YES NO



Jason Urquhart, CPPO, CPPB
Purchasing Officer

COMPANY: WEX BANK

BY: 
(Signature)

KEN JANOSICK
(Printed Name)

Date: 12/5/14

Cc: ryan.kelly@wexinc.com

Four Attachments, 10 pages total (excluding this letter)
(Attachments not faxed; will be sent via email.)

APPROVED AS
TO FORM


Additional Terms:

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

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

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

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

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

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

“**Confidential Information**” shall mean information either in written or oral form, research, software, processes, financial information, customer lists, inventions, technical data, developments, pricing, drawings, business plans, schedules, test marketing data, marketing plans, and other plans, data, and nonpublic personal information which will be proprietary and confidential information.

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

“**Company**” means the State of Idaho or any participating state agency that has applied for, or accepted an Account with Issuer.

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

“**Issuer**” means WEX Bank.

“**Online Product**” means the online tool provided to the Company for the management of its fuel credit line, currently WEX Online.

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

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

2. Credit Limits and Accounts.

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

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

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

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

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

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

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

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

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

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

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

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

3.3. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization. Issuer may, in its sole discretion, at any time, without prior notice modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. Issuer will notify Company after any modification is made. Company agrees it is

responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

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

5. Payment Promise.

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

5.2. Payment is due in full **twenty six (26) calendar days** from the billing date appearing on the invoice. If the payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date.

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

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

Late fees will be assessed as set forth in the in Appendix A of the RFP.

7. Application of Payments and Early Payments. Payments will be applied first to unpaid fees as set forth in Appendix A of the RFP and then to any unpaid balances. Company or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. Disputed Amounts.

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

8.2. All charges must be paid in full regardless of disputes. Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding. Company may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Company does not believe it is liable for that amount. Transactions made at an island card reader where the Company or Account User did not obtain a receipt at the time of sale are not eligible for dispute.

8.3. Certain Transactions in dispute may qualify for charge back to the merchant due to fraud or other circumstances in which the merchant may be liable. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Company will be liable for the Transaction if the disputed item is not in favor of the state of Idaho (including political subdivisions that use the contract) and cannot be charged back to the merchant.

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

10. Unauthorized Use and Unauthorized Transactions.

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

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

11. Default.

11.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Company to remit payment to Issuer in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, provided the breach is not remedied within a maximum of thirty (30) calendar days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; or (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations.

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

12. Disclaimers and Limitations.

12.1. LIMITATION OF LIABILITY: CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR

CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY IN THIS SECTION 12.1 SHALL NOT INCLUDE: CONTRACTOR'S WARRANTY OBLIGATIONS; DAMAGES TO REAL OR TANGIBLE PROPERTY, EXCLUDING THE STATE'S OTHER SOFTWARE, DATA, AND DATA FILES; BODILY INJURY OR DEATH TO ANY PERSON NEGLIGENTLY CAUSED BY THE CONTRACTOR; AND DIRECT DAMAGES TO THE STATE, INCLUDING COSTS PAID TO THE CONTRACTOR BY THE STATE AND THE STATE'S COSTS OF RE-PROCUREMENT OR SECURING SUBSTITUTE PERFORMANCE OF THE AGREEMENT.

13. Notices. All notice shall be provided in accordance with the terms set forth in the State of Idaho Standard Contract Terms and Conditions.

14. Federal Law: We comply with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you.

15. International Use of Cards/Currency Conversion.

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

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

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

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

16.2. Changes in law shall be subject to the terms set forth in subsections 6.12.1 and 6.12.2 of the RFP.

16.3. Site Selection: The Site Selection Program enables Company to provide Issuer with a list of specific locations where Company wishes to restrict purchases based on certain specified criteria. If Company chooses to use the Site Selection Program, Issuer will provide Company with appropriate enrollment forms. Issuer reserves the right to not establish site selection criteria for certain sites that may be identified by Issuer as being ineligible for the Site Selection Program. Issuer cannot guarantee that the Site Selection Program will work at independently owned fuel merchants enrolled to accept Issuer's Cards. The Site Selection Program applies only to transactions that are received for authorization by Issuer electronically. Company is responsible for payment in full of all charges made at a location that Company selected to be an "excluded location" which are made with a valid Card and that are processed by Issuer.

17. Data Privacy and Security.

17.1 Issuer is subject to certain laws governing the protection of confidential personal information and Account Users using the Program. As such, Issuer shall provide its credit services to Company in accordance with applicable laws and the highest standards as customary in the industry to protect and keep confidential such Confidential Information. In doing so, Issuer shall maintain an information security plan and business continuity plan to help ensure that its systems are maintained in accordance with banking standards and regulations applicable to the Confidential Information being held by Issuer. Issuer will, at Issuer's expense, establish and maintain PCI industry standard physical and technical security policies.

17.2 From time to time, Issuer and/or its bank examiners will perform audits on the security standards, policies and procedures in place to protect customer information. Issuer, as allowed by law, may make available to Company information related to security audits which may include but not be limited to, PCI certifications and or SSAE16 audit reports and or related opinions as they are available.

17.3 Information Security Program. Issuer shall establish and maintain an information security program that is designed to: (a) ensure the security, confidentiality, and availability of the Company's data; (b) protect against any anticipated threats or hazards to the security or integrity of the Company's data (c) protect against unauthorized access to or use of the Company's data; (d) ensure the proper disposal of Company's data; and, (e) ensure that all Issuer's personnel comply with all of the terms of this Agreement. Issuer shall provide the Services using physical and environmental security measures designed to prevent unauthorized access to, and otherwise physically and electronically protect, the Services. Issuer is fully responsible for any authorized or unauthorized collection, storage, disclosure, use of or access to data.

17.4 Upon becoming aware of (a) any unauthorized access to any data stored on Issuer's equipment or in Issuer's facilities; (b) unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of any data; or (c) any actual loss of or suspected threats to the security of data (collectively, "Security Incident"), Issuer's personnel will: (x) promptly, no later than 24 hours of detection, notify Company of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of Issuer); (y) investigate or perform required assistance in the investigation of the Security Incident and provide Company with detailed information about the Security Incident; and (z) take all commercially reasonable steps to mitigate the effects of the Security Incident, or assist Company in doing so. Issuer will comply with this Section at Issuer's cost unless the Security Incident arose from Company's negligent or willful acts or Issuer's compliance with Company's express written instructions.

18. WEX Connect Terms and Conditions and Privacy Policy. Company's use of the Online Product and the WEX Connect mobile application may be subject to specific terms and conditions and a privacy policy, attached hereto as Exhibit A. Within these terms and conditions Issuer agrees to the following additional terms and amendments: (i) Issuer shall provide the state of Idaho at least thirty (30) calendar days' written notice of any changes to the WEX Connect Terms and Conditions or the Privacy Policy allowing the Company to terminate for convenience and such termination for convenience will be with the contract continuing without change for six (6) months so the Company will have time to re-procure; and (ii) the governing shall be Idaho law.

Exhibit A
WEX Online & Mobile Services Privacy Policy
WEX Connect Terms and Conditions



WEX Online & Mobile
Services_Privacy Polik



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WEX™ CONNECT

Terms of Use

Here are the WEX Inc. ("WEX") Terms of Use ("Terms of Use") for the WEX™ Connect mobile service, including the software application that is compatible for use on (i) the iPhone®, iPod®, iPad® mobile devices and other devices operating on the Apple mobile operating system (iOS), and/or (ii) a mobile device operating on the Android™ operating system (collectively, the "App"). These Terms of Use shall apply to any person ("you" or "your") who accesses or uses any feature of the App. Your use of the application constitutes your acceptance of the Terms of Use set forth below. WEX may change or supplement the Terms of Use as it deems appropriate and your continued or subsequent access to and use of the App constitutes your acceptance of such modified or supplemented Terms of Use. Any new update or revision of the App provided and/or made available by WEX shall be governed by the Terms of Use.

1. You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install, access and use the App.
2. You shall: (i) access and use the App for lawful purposes only; (ii) not sell, lease, rent, assign or otherwise allow any other third party to access or use the App; (iii) not modify, enhance, supplement, decompile, reverse engineer or create derivative works from the App; (iii) not access or use the App for the benefit of a third party; or (iv) not use the App in the development of any products or services to be provided to a third party. This limited right to access and use the App is revocable in the discretion of WEX and all rights, title and interest not expressly granted to you in these Terms of Use are reserved.
3. The App is displayed on a wireless web-enabled cell phone or other types of mobile devices (each a "Mobile Device"). You acknowledge and agree that WEX may collect, transmit, store, and use technical, location, login or other personal data and related information, including, but not limited to, technical information about your Mobile Device and information regarding your location, that is gathered periodically, to facilitate product support and other services in connection with the App.
4. App data may be limited to (i) information that is readily available through current WEX systems; (ii) merchant locations where a WEX transaction has been authorized in the last six (6) months; and (iii) price information for transactions which have been authorized at that merchant location in the last 24 hours. WEX is not permitted to include all merchant brands in its price per gallon reporting tools and does not guarantee the accuracy of the price per gallon listed at each location. Price and participation may vary.
5. Due to the wide variety of Mobile Device technology, WEX cannot guarantee that the App will work on all Mobile Devices. You may incur additional fees or charges from your data carrier for accessing the App. WEX PROVIDES THE APP "AS IS" AND MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
6. Based on the capability of certain Mobile Devices, you may also be able to access tools and functions available to you through certain third-party licenses that have been granted to WEX. WEX MAKES NO REPRESENTATIONS OR WARRANTIES RELATED TO THE ACCURACY OR CURRENCY OF SUCH TOOLS, FUNCTIONS AND SERVICES PROVIDED THROUGH A THIRD-PARTY LICENSE.
7. This App is for informational purposes only. You accept all risk and responsibility for any losses, damages, and other consequences resulting directly or indirectly from using this App and any information or material available from it. WEX cannot guarantee the accuracy and availability of the App data. Neither WEX nor the developer shall be held liable for any errors and/or delays in the content and use of any App data, including, but not limited to, price forecasting, location, maps, directions and/or other navigation. Construction projects, traffic, weather, or other force majeure events may cause conditions to differ from the results, and alternative accommodations should be planned accordingly.
8. You agree that you will not use the App or any services related thereto for any purposes prohibited by United States law and shall not use or otherwise export or re-export the App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEX, ITSAFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, WILL NOT BE LIABLE FOR ANY

DAMAGES OF ANY KIND ARISING FROM YOUR ACCESS AND/OR USE OF THE APP, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF WEX OR ANY WEX REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. The Terms of Use set forth the entire understanding and agreement of the parties relating to the subject matter hereof, and supersede any prior or contemporaneous understandings of any kind or nature. The Terms of Use are governed by the internal laws of the State of Maine, without respect to conflict of laws principles. No instance of waiver by WEX of its rights or remedies under the Terms of Use shall imply any obligation to grant any similar, future or other waiver. The provisions of the Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof. No agency, partnership or joint venture relationship is intended or created between you and WEX as a result of your use of the App. The following provisions shall survive the expiration or termination of the Terms of Use: Sections 2, 5, 6, 7, 8 and 9.

If you have any questions or concerns about WEX[™] Connect, our Terms of Use or Privacy Policy please use the [Feedback] form.

([Feedback] is a link to the feedback form in the app)

PRIVACY POLICY

WEX Inc., including its subsidiaries and affiliates (hereinafter collectively referred to as "WEX", "we", "us" or "our"), recognizes the importance of protecting your privacy and safeguarding the confidentiality of your sensitive information. Our Privacy Policy explains how we and some of the companies we work with collect, use, share and protect information in relation to our credit products, mobile services, web site, and any software provided on or in connection with WEX services (collectively, the "Service"), and your choices about the collection and use of your information. Because of this, WEX[®] offers the following statement of our joint commitment to privacy protection. For more detailed information on WEX's privacy policy please refer to www.wexinc.com or www.wexcorporatecard.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 Bank Commercial Credit Application ; (2) in the form of transaction data when you use your WEX card; (3) when you submit a request for information about WEX programs via e-mail; (4) through the use of web tracking software; (5) from third parties to help us identify products and services which may be useful to you; and (6) when entered through a WEX web based portal, such as WEX Online or a WEX mobile application, such as Octane, JobBox or WEXOnline Mobile.

Transactions and Other Data.

When you use the Services we collect certain data which may be viewed via your WEXOnline account or through other mobile technology available to you. Such data can include the following information:

- Username, password and e-mail address when registering for an account
- Name of cardholder and for certain programs, cardholder contact information
- Transaction date and dollar amount
- Card/account number
- Vehicle Number and/or driver identification number, if any
- Vehicle odometer reading, if any, as entered by the cardholder
- Amount of fuel purchased and price per gallon, if any
- Non-fuel items purchased, if any
- User established product restrictions, if any
- Merchant locations where a WEX transaction has been authorized in the last six (6) months
- Price information for transactions which have been authorized at merchant locations in the last seven (7) days
- Profile information that you provide for your user profile (e.g., first and last name, picture, phone number)
- User Content (e.g., photos, videos, audio, comments, and other materials) that you post to the mobile applications

- Communications between you and WEX. For example, we may send you service-related emails (e.g., account verification, changes/updates to features of the service, technical and security notices)

WEX uses transactions and other data gathered when you use your WEX Commercial Card or WEX mobile applications for lawful commercial purposes. The transactions and other data are critical to our ability to provide billing, electronic bill paying and presentment products, forecasting and other reporting to you. For some WEX programs, transactions or other data is collected by a third-party processor and transmitted to WEX. Please refer to the section titled With Third Parties below for additional information 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 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.

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 policy for the Services as well as the Joint Privacy Policy for WEX Inc 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.

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, 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.

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.

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 the Services 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 can not read data stored on the hard drive of a computer.

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 the Services. 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.

How to Contact Us

If you have any questions about this Privacy Policy or the Service, please contact us_____.