THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: General Services Agency

BOARD AGENDA: 6.B.9
AGENDA DATE: November 18, 2025

SUBJECT:
Approval to Extend Participation in the Sourcewell Cooperative Agreement with WEX Bank Inc., for Countywide Fleet Fuel Card Services in an Amount Not to Exceed $9,005,144 Effective November 18, 2025 Through June 27, 2029

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2025-0600**

On motion of Supervisor Grewal **Seconded by Supervisor** Withrow
and approved by the following vote,
Ayes: Supervisors: Chiesa, Withrow, Grewal, C. Condit, and Chairman B. Condit
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

1) X **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

MOTION:

ATTEST: **NOEMI LEON, Interim Clerk of the Board of Supervisors** **File No.**

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: General Services Agency BOARD AGENDA:6.B.9
AGENDA DATE: November 18, 2025

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval to Extend Participation in the Sourcewell Cooperative Agreement with WEX Bank Inc., for Countywide Fleet Fuel Card Services in an Amount Not to Exceed $9,005,144 Effective November 18, 2025 Through June 27, 2029

STAFF RECOMMENDATION:

1. Approve continued participation in the Sourcewell Cooperative Agreement for Fuel Card Services with WEX Bank Inc., in an amount not-to-exceed $9,005,144, effective November 18, 2025, through June 27, 2029.
2. Authorize the General Services Agency Purchasing Agent, or designee, to execute a new Addendum to the Fuel Card Services Agreement between WEX Bank Inc. and Sourcewell, and any subsequent amendments and extensions, budget permitting and in accordance with the County's Purchasing and Salvage Policy.
3. Authorize the General Services Agency Purchasing Agent, or designee, to continue to execute additional EV Charging En Route Solution Enrollment Forms as may be needed, and any subsequent amendments and extensions.

DISCUSSION:

The General Services Agency (GSA) procures and manages the County's fuel card-lock program. GSA issues over 1,000 fuel cards that are available for employee use at most gas stations. These systems also provide useful data for monitoring and managing refueling activity, such as transaction time and date, location of refueling station, vehicle number, and mileage at time of refueling, type of fuel and quantity being purchased, fuel costs, and identification of the employee conducting the transaction. This data is often used for generating aggregated reports about the types, quantities, and costs of fuel being purchased, and aids in detecting and preventing fraudulent activity. In Fiscal Year 2024, the County purchased approximately 479,557 gallons of fuel at a total cost of over $2.3 million.

GSA manages the fuel card-lock program through a Master Agreement, which allows the County to attain significant discounts across many refueling stations due to the volume of fuel purchased. On November 5, 2024, the Board of Supervisors approved the existing Master Agreement with WEX Bank Inc., (WEX), based upon their competitively solicited cooperative purchasing agreement available through the Sourcewell Cooperative Purchasing Network (Sourcewell). Cooperative purchasing is a procurement action conducted by, or on behalf of, one or more public agencies. By

leveraging the combined needs of multiple public agencies into a single competitive solicitation, better contracting offers and cost savings are generally received. The resultant cooperative agreements are commonly referred to as “piggyback” agreements and are permissible under California Government Code §6502 and §6508.2.

By leveraging the WEX Bank agreement available through Sourcewell, the County’s Master Agreement provides the following benefits to the County:

- Widespread acceptance. WEX cards are accepted at over 95% of stations nationwide.

- Greater Cost Savings Potential. Discount pricing from $.01 per gallon off retail pump pricing for in-network stations.

- Streamlined Internal Billing Processes. The WEX system can interface with the County’s existing fleet management software to automate transactions and telematics data collection and streamline internal billing processes.

- Electric Vehicle Recharging. Additional card program for electric vehicle recharging stations, at a flat monthly fee of $5.00 per card.

Sourcewell periodically conducts competitive Request For Proposals (RFP) solicitations to keep its agreement offerings up to date, and for this reason, Sourcewell issued RFP #030625 for Fleet payment solutions with related services on January 16, 2025. However, Sourcewell’s outgoing agreement with WEX expired on September 7, 2025, before Sourcewell was able to complete their new RFP process. Upon completion of their new RFP, Sourcewell awarded a replacement contract to WEX on August 13, 2025. Since then, WEX has continued to honor the terms under the old agreement, with no price increases or break in services to the County.

Staff recommends the Board authorize the Purchasing Agent, or designee, to extend the County’s existing Fuel Card-Lock Services Master Agreement by signing a new WEX Addendum to continue leveraging the benefits available under the Sourcewell cooperative purchasing agreement. The Master Agreement assumes a not-to-exceed spending limit of $7,955,000 (based on historical usage and trend data) plus a 15% contingency of $1,050,144 for a total not-to-exceed amount of $9,005,144 for an initial period effective November 18, 2025, through June 27, 2029.

POLICY ISSUE:

The County’s purchasing policy (Board Resolution No. 2025-0376) requires Board of Supervisors’ approval for contracts exceeding $200,000 per contract year, and for multi-year contracts which exceed $200,000 during the term of the contract. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq., which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

Appropriations for departmental fuel costs are requested by each department through the budget process and costs through Sourcewell are comparable or better than those

experienced under the pre-existing fuel program; therefore, no increase in appropriations is needed to participate in the program.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services* by providing convenient and cost-efficient retail fuel card-lock services to County departments.

STAFFING IMPACT:

Existing GSA staff will continue to manage this Agreement.

CONTACT PERSON:

Andrew Johnson, GSA Director/ Purchasing Agent	Telephone: (209) 525-4380
Brad Diemer, GSA Purchasing Manager	Telephone: (209) 525-6319
Richard Hull, GSA Fleet Manager	Telephone: (209) 558-3653

ATTACHMENT(S):

1. WEX Bank Inc. Contract
2. Addendum to the Fuel Card Services Agreement
3. EV Charging Enrollment Form
4. Levine Act Disclosure Form

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

MASTER AGREEMENT # 030625
CATEGORY: Fleet Payment Solutions with Related Services
SUPPLIER: WEX Bank

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Bank, 111 East Sego Lily Drive, Suite 250, Sandy, UT 84070 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any eligible Participating Entity that can legally access the Included Solutions offered under this Agreement. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 27, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #030625) to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

      a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

      b. Payment solutions for electric vehicle charging, station fees; and,

      c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

   2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above (of the original published RFP), Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations in the states in which the Included Solutions are sold.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell a sales activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may, at Suppliers discretion, include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to use commercially reasonable efforts to cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes limited to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** In the event of gross negligence or willful misconduct by Supplier, Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising directly from any grossly negligent act or omission by the Supplier, or willful misconduct by the Supplier in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

    Supplier's aggregate liability to Sourcewell and its Participating Entities pursuant to this Section 17 shall be limited to the sum of: (a) all fees paid by the relevant Participating Entity to Supplier under their participating agreement in the 12-month period prior to the date when the claim is made; plus (b) all other revenue earned by Supplier for all of the relevant Participating Entity's transactions made using the Supplier's charge cards in the 12 months prior to the date of any claim made. Additionally in no event will Supplier be liable for incidental, special, consequential, lost profits, lost business opportunities, or punitive damages.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties'

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. The Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction, including but not limited to: relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement as agreed by the Supplier and the by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, liability, defense and indemnity, force majeure, and other material terms as mutually agreed. Additionally, Supplier may require Participating Entities to agree to the attached and Incorporated **WEX Account and Services Agreement and Participating Addendum**. Supplier acknowledges that some of the additional terms and conditions may need to be negotiated by a Participating Entity since the Participating Entity may not be legally permitted to agree to all terms. Any exceptions required by a Participating Entity shall

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

be listed and mutually agreed to between Supplier and a Participating Entity under the State's Exception appendix of the **WEX Account and Services Agreement and Participating Addendum**.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	WEX Bank
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jason Price EE6EEC720DFF478...
By: _____	By: _____
Jeremy Schwartz	Jason Price
Title: Chief Procurement Officer	Title: President and CEO WEX Bank
Date: 8/13/2025 | 12:39 PM CDT	Date: 8/12/2025
	APPROVED W441202 , 8/12/2025, 8:42:04 AM

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

RFP 030625 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name:	WEX Bank
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	111 East Sego Lily Drive Suite 250 Sandy, Utah 84070
Contact:	Brian Hough
Email:	brian.hough@wexinc.com
Phone:	701-371-0482
HST#:	84-1425616

Submission Details

Created On:	Thursday January 16, 2025 10:14:11
Submitted On:	Monday March 03, 2025 16:27:03
Submitted By:	Brian Hough
Email:	brian.hough@wexinc.com
Transaction #:	87f8bba4-bc39-4b54-a4a6-3f3cf1af6624
Submitter's IP Address:	147.243.203.233

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	WEX Bank	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	WEX Bank, a Utah industrial bank, is the contracting party and a wholly-owned subsidiary of WEX Inc. (NYSE: WEX), a Delaware corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WEX Bank Cage code: 3L5W9	*
5	Provide your NAICS code applicable to Solutions proposed.	522110	
6	Proposer Physical Address:	WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070	*
7	Proposer website address (or addresses):	www.wexinc.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Price, President and CEO, WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070 Email: bank.signatures@wexinc.com Phone: (888) 842-0075	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Janet Parker, Strategic Relationship Manager 1 Hancock St Portland, ME 04101 Email: janet.parker@wexinc.com Phone: (207) 749-6176	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris McVetty, Director, Public Sector 1 Hancock St Portland, ME 04101 Email: chris.mcvetty@wexinc.com Phone: (207) 253-9053	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	This response to RFP #030625: Fleet Payment Solutions with Related Services is presented by WEX Bank, a Utah Industrial Bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly-owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.	

WEX is Sourcewell's current fleet card program administrator. Sourcewell customers have the option to purchase Telematics and other ancillary products through the WEX contract.

ABOUT WEX

WEX is the global commerce platform that simplifies the business of running a business. We have created a powerful ecosystem that offers seamlessly embedded, personalized solutions for our customers around the world. Through our rich data and specialized expertise in simplifying benefits, reimagining mobility, and paying and getting paid, we aim to make it easy for companies to overcome complexity and reach their full potential. Since 1983, our business has grown from approximately $3 million in revenue and 50 employees to $2.63 billion in revenue and roughly 6,500 global employees in 2024, with 22 million fleet cards in circulation. Leveraging our unique capabilities, WEX offers solutions that organizations use to drive efficiencies and manage risk.

FLEET AND MOBILITY SOLUTIONS

For over 40 years, we have built our proprietary closed-loop network that provides the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective, data-driven operational management and cost reduction.

We believe our key source of differentiation in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network. This proprietary closed-loop network enables us to capture Level III data, deploy custom controls, and establish the economics between fleets and merchants. Our data and tools allow fleet owners and managers to control spend and limit fraud while optimizing their fleet operations.

WEX's program simplifies your mobility management and performance with superior card functionality, reporting, and customer service, including:

- Level III data capture on 99.8% of transactions made with the WEX Fleet Card for greater insight and fraud detection
- Nine levels of account hierarchy for flexible reporting and billing options
- Advanced card to Prompt ID number functions; ability to tie one card to one Prompt ID,
  etc.
- More flexible prompting options at point of sale
- Acceptance at 95% of U.S. retail fuel sites; expanded acceptance through virtual Mastercard technologies (WEXPay)
- Robust online reporting tools through WEXOnline; ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions
- The WEX Fleet Plus card, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel, vehicle-related purchases, all managed under a single account with one line of credit.
- WEX EV, providing en-route, at-home, and depot charging services. You can use your WEX account for all fueling and charging transactions, and receive one integrated invoice and set of reports.
- Cutting-edge EV analytics, fleet optimization, and emissions reporting as part of WEX's Sourcewell contract with Sawatch Labs.
- Holistic, streamlined, simplified mobility solution encompassing fuel, EV charging and optimization, vehicle repair, analytics, telematics, and more.

PUBLIC SECTOR EXPERTISE

In addition to serving as Sourcewell's fleet card provider since 2011, WEX provides mobility solutions for 36 states (seven of these states are current Sourcewell customers), and has governmental and tax-exempt customers in all 50 states. Our State customers represent more than 811,000 cards

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

In total, WEX services approximately 1.2 million tax-exempt cards.

We are an active member of the National Alliance of State and University Fleets

(NASUF) and continually attend educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

TAX EXEMPTION, REPORTING, AND RECOVERY PROGRAM

Federal Gasoline and Diesel Excise Tax-Exempt Program:

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

State Sales, County and Local Taxes at Participating Merchants:

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

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

Tax-exempt reporting shows:

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

State Sales Tax and County Tax at Non-Participating Merchants:

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

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

Tax Exemption for Non-Fuel Purchases:

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

Qualification:

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

Required Data:

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

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

Exemptions may not apply to all transactions. For example, WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable

		to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if the fleet provides a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions. CORE VALUES / BUSINESS PHILOSOPHY For information pertaining to governance (e.g., WEX's Code of Business Conduct and Ethics) please visit: https://ir.wexinc.com/governance/governance-documents/default.aspx For information outlining WEX's commitment to Corporate Sustainability, and Diversity, Equity, and Inclusion, please visit https://www.wexinc.com/about/wex-sustainability-report/?_gl=1*12qggqp*_gcl_au*MzczNjc2MTE0LjE3MzYyODAzNzY.*_ga*NzE4NzcwNDI2LjE2Nzg0NjMwMDc.*_ga_K3HRZM070M*MTczNzA1ODQ2OS4yMTAuMS4xNzM3MDU4NTMyLjYwLjAuMA.. For your convenience, we have attached our most recent Sustainability Report, which highlights our work in Environmental Stewardship, Environmental Innovation, Social Impact, People & Culture (e.g., DEI, talent attraction, leadership development), and Governance.	
12	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel is a mutually beneficial relationship for Sourcewell, your members, and WEX. Currently, across all organizational levels of seven states and direct municipal accounts there are approximately 5,238 accounts using the WEX / Sourcewell contract. WEX will continue marketing our best-in-class fleet card program to Sourcewell's members. Remaining with WEX helps ensure that Sourcewell's members continue receiving our card program's comprehensive benefits, while avoiding potentially time-consuming and costly contract negotiation and implementation with a new provider.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	WEX's annual reports and proxy statements are publicly available via our investor page: https://ir.wexinc.com/financials/annual-reports-proxy-esg/default.aspx You may also view WEX's quarterly results here: https://ir.wexinc.com/financials/quarterly-results/default.aspx For your convenience, we have attached WEX's most recent annual report.	*
14	What is your US market share for the Solutions that you are proposing?	Although internal market share estimates are confidential, WEX's public sector expertise is unmatched in the marketplace, as we provide services for 36 states, have tax exempt customers in all 50 states, and provide fleet solutions as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies. In total, WEX services approximately 1.2 million tax exempt cards. Including our commercial and international accounts, we provide 19 million vehicles and 600,000 global fleet customers with exceptional service, payment security, and control	*
15	What is your Canadian market share for the Solutions that you are proposing?	The WEX card is currently accepted at 2,597 sites in Canada. This includes, but is not limited to, 1,457 Esso sites, 362 Circle K (Esso) sites, 213 Mobile sites, 131 Couche Tard (Esso) sites, 91 Canco Petroleum sites, 82 Shell Flying J sites, 72 Southwest Fuel sites, and 70 7-Eleven Canada sites. WEX has signed agreements with several additional Canadian merchants, which will add an additional 2,238 accepting locations from brands such as Parkland Fuel, Irving Oil, Pioneer Energy, and Wilsons Fuel.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A - WEX has not petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider. Our response details completely the services and products our organization provides. WEX provides most of the services for the requirements of this RFP. Our product and technology teams plan, develop, and roll out our industry-leading software solutions, and provide training and help with day-to-day issues. However, it makes smart business sense to partner with others for certain services. For example, our web hosting environments provide a level of security and environmental controls that would be cost-prohibitive to duplicate. Other areas are not part of our core business, which is why working with the best vendors in the industry is key to WEX's successful business model. WEX markets our services directly to fleets and to businesses. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program described throughout our response.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank regulated by the FDIC. WEX Inc. is SOC and PCI-DSS compliant.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The National Alliance of State and University Fleets (NASUF) recognized WEX with the Partner Excellence Award, which recognizes a corporate partner who has made an impact in the fleet community by demonstrating innovation in fleet management practices, collaborating with industry stakeholders to achieve mutual goals, promote best practices, and prove measurable outcomes or achievements through their efforts. Forbes recognized WEX as a Best Fleet Fuel Card Provider in 2024 Logistics and Transportation Review honored WEX in 2024 as a top 10 Fleet Management Solutions Provider and as a Fuel Cards and Fleet Management Company of the Year Newsweek selected WEX as a 2024 America's Greatest Workplaces with five out of five stars in the software and internet services category, while also recognizing WEX for its workplace efforts around: • Diversity, • Women, • Mental Wellbeing Named to U.S. News & World Report's 2024-2025 list of Best Companies to Work For, listing WEX among top companies in three categories: • Overall Companies • Professional Services Companies • Northeast Companies	*
21	What percentage of your sales are to the governmental sector in the past three years?	This information is considered proprietary and confidential. However, of our approximately 22 million cards currently in the market, roughly 1.2 million are public sector / tax exempt. This consists of 36 state contracts, including the existing Sourcewell contract (seven states and direct municipal accounts totaling 5,238 organizations). WEX is also a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 13 federal agencies.	*
22	What percentage of your sales are to the education sector in the past three years?	This information is considered proprietary and confidential.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	WEX currently provides services for 36 states, and has government / tax exempt customers in all 50 states. This business represents over 800,000 cards. WEX is currently Sourcewell's cooperative contract holder for fleet cards and administration. States currently on the Sourcewell contract include: - Arkansas - Iowa - Kansas - Massachusetts - Missouri - North Carolina - Rhode Island Additional state customers include: Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Kentucky, Louisiana, Maine, Michigan, Minnesota, Montana, New Hampshire, New Mexico, New York, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, Washington, West Virginia, Wisconsin, and Wyoming. Of these states, some are direct WEX customers while others are part of our cooperative NASPO contract. WEX cannot share sales volume figures.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX has provided services (fleet card, private site, and telematics) as a subcontractor to Citibank since 2008 - under the Federal Government's GSA SmartPay 2 (2008 - 2018) and current SmartPay 3 Charge Card Program. This work encompasses 13 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards. WEX cannot share sales volume figures.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of North Carolina, Division of Motor Fleet Management	Robert Riddle – Fleet Director	(919) 857-4027	*
State of Georgia, Department of Administrative Services	Jazzmin Randall - Director, Office of Fleet Management	(404) 463-5458	*
Commonwealth of Pennsylvania, Bureau of Vehicle Management	Randall Tomlinson – Assistant Director	(717) 787-3162	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	WEX directly employs all salesforce and account management assets working on the Sourcewell contract. WEX's card program offers acceptance in all 50 states, at more than 95% of retail fueling locations, all of which provide Level III data and best-in-class card controls for Sourcewell's membership organizations. Our ongoing, comprehensive strategy to public sector account management includes dedicated relationship and sales teams. Our holistic approach ensures that all eligible entities know they can take advantage of the overarching WEX/Sourcewell contract. We also create targeted marketing plans to support our public sector outreach, so eligible entities understand the program benefits and savings available to them. Communications are customized for each eligible public sector program, are disseminated via direct mail and email, and are structured around the specific contract provisions most relevant to each organization we target. We also provide a dedicated web page for those seeking additional information. Our marketing team uses mailing addresses provided by respective state agencies to identify eligible programs. Additionally, WEX's internal analytics team utilizes subscription-based databases to acquire contacts and conduct mailings. These tools enable us to maximize the effectiveness of the relationship, and ensure both parties benefit to the greatest extent possible. Our commitment to the Sourcewell relationship is evidenced by the contract's consistent performance, growing from 650 accounts and approximately $50 million in spend on over 14 million gallons in 2014 to 5,268 accounts and nearly $350 million in spend on over 105 million gallons in 2024. WEX has a fleet card sales force of a dozen representatives dispersed throughout the continental United States, all of whom are dedicated to selling our fleet card program and are full-time WEX employees. PUBLIC SECTOR RELATIONSHIP MANAGERS WEX has three Public Sector Relationship Managers - including Sourcewell's current relationship manager, Janet Parker - who focus on servicing and expanding the use of our largest public sector customers. Janet also ensures Sourcewell and your members maximize the value of our program by understanding organizational goals, providing on-point solutions and best practices for optimal savings, regular reviews of key performance indicators, sharing best practices, introducing new products, and tracking against established policies, goals and objectives. Janet also assists with problem resolution and escalation when necessary. Janet is located in Michigan, and will continue managing the account for the life of the contract. PUBLIC SECTOR ACCOUNT EXECUTIVES WEX directly employs two dedicated Public Sector Account Executives, located at our corporate headquarters in Portland, Maine, who pursue piggybacking opportunities with organizations eligible for the Sourcewell contract.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A	*

28	Service force.	Janet Parker, your current Relationship Manager, will continue meeting with interested strategic members to review the card program, and communicate meaningful best-practices to Sourcewell members. CUSTOMER SERVICE DEPARTMENT WEX's customer-centered service philosophy places skilled, expert personnel at all levels of our organization to meet your needs. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their card programs. The WEX Customer Service Department is available 24x7x365 to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization, while managers can check balances, credit limits, or make a payment. WEX employs a state-of-the-art call handling system featuring skill-based call routing, which ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all new CSRs, and provide continuous refresher training to experienced staff. For escalated issues, our Customer Service Representatives leverage on-call Subject Matter Experts (SMEs) as needed. PREMIUM FLEET SERVICES We understand that not all customer service needs are met by a standard call center approach. We have developed service teams within our Client Services division that have the flexibility and skills to deliver non-standard service and meet the unique needs of our large fleet customers. Premium Fleet Services (PFS) account managers are the primary day-to-day contact for Sourcewell's larger fleet customers. The PFS Account Manager ensures smooth program operation, and prompt problem resolution so you experience minimal disruption. The PFS Account Manager also helps create custom reporting that may not be easily accessible to fleet managers, ensuring that essential data is available for effective oversight. Your PFS Account Manager is available toll-free between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. For escalated or immediate issues, PFS Account Managers are available via mobile device. Phone calls are returned within two business hours, and emails within 24 business hours. FRAUD SPECIALISTS WEX's experienced fraud professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs - prevention, detection, and management. The Fraud Team has an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. STRATEGIC PORTFOLIO ANALYST (SPA) For eligible customers, WEX's proactive, service-oriented approach helps reduce payment delinquency. Our SPA team works with large customers to ensure accurate, on-time billing and payment. You are assigned a specific receivables specialist who serves as your primary point of contact, and works closely with the account manager. Your SPA specialist also ensures that your billing structure and payment methods work well for your business, and helps you get the most value from your card program. SPA specialists monitor payments on a daily basis and contact customers that have either not sent payment, or remitted a payment amount that does not match the amount due. Past due balances are resolved quickly, lessening the need for costly and time-consuming historical reconciliation and analysis.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The products WEX provides are largely not applicable to a traditional ordering process. Sourcewell customers apply for credit and are adjudicated by WEX Bank on their own merit. Assuming application approval and a successful implementation, fleet managers and other authorized personnel may order cards anytime 24/7 via WEXOnline, our online fleet administration portal, or by calling our Customer Service Department. For card ordering, WEX processes requests for new, lost, damaged, or stolen cards within one business day. WEX Cards can be delivered using the carrier specified by the customer (e.g., the U.S. Postal Service for free standard shipping, or FedEx for expedited orders). Standard orders typically arrive in five - seven business days. For expedited shipping, you may use your own shipping account, or be charged a fee.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	WEX's customer-centered service philosophy places skilled, expert personnel at all levels of our organization to meet your needs. This tiered approach enables us to provide high levels of customer service, as well as strategic oversight to help businesses maximize the value of their card programs. The WEX Customer Service Department is available 24x7x365 to answer questions, handle lost or stolen card reports, order replacement cards, and authorize transactions for cardholders and Program Administrators. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization, while managers can check balances, credit limits, or make a payment. Additionally, WEX Customer Service has limited bilingual Spanish/English and French/English staff. When a bilingual agent is not available, translation services are utilized which provide services in 100+ languages. SKILL-BASED CALL ROUTING SYSTEM WEX employs a state-of-the-art call handling system featuring skill-based call routing, which ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all new CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program are CSRs allowed to field customer calls, ensuring their ability to provide best-in-class service. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance. CUSTOMER SATISFACTION Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for customer interaction. We set our standards for customer service by benchmarking against other card-based call centers, and then strive to exceed those standards with each call. Measured metrics (with most recent data) include: - Quality Assurance (97.18%) - Average speed to answer (1 minute 18 seconds) - Time to abandon (6 minutes 07 seconds) - Abandonment rate (5.00%) - Talk time (5 minutes 08 seconds) - After-call work (15 minutes) - Handle time (5 minutes 33 seconds) - Email response time (77.3 hours) WEX surveys our customers to gain insight into your experience, and receive consistently high marks. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real-time "voice of the customer" information that enhances our training programs and informs our product development activities. CUSTOMER SERVICE MANAGEMENT At WEX, our management and staff are tasked with improving our service offering's effectiveness. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer service representatives (CSRs) invigorated and available to handle the next call requires support from an extended team of specialists to help with complex issues and ensure optimal staffing during peak call hours. - Customer Service Managers lead the contact center, and maintain all KPIs and quality standards. Each team consists of 15 - 25 CSRs who receive daily performance reports, regular one-to-one meetings, monthly team meetings, and need-based coaching. The management team also reports and resolves technical and escalated issues, contributes insights to partners, and drives technical and process enhancements.

		- The Workforce Management Team oversees daily que management and service levels attainment. The team also provides daily, monthly, and ad hoc reporting for the call center. They produce resource forecasts and manage associate scheduling to optimize the customer experience. - The Learning and Development Team provides initial and ongoing training for all CSRs through a blend of intense learning modules which harness adult-learning best-practices and incorporate facilitation, practical application, assessment, and remediation. - Quality Assurance Associates review and score a cross section of each CSR's monthly customer interactions to ensure account security, procedural compliance, and customer experience. Each CSR and their Team Leader receives monthly scorecards, and real-time alerts to identify and remediate coaching opportunities. - Customer Service Mentors are the contact center's service experts, and support service representatives with calls that require additional research or specialized knowledge. Mentors also schedule coaching sessions as assigned by leadership. The goal is to resolve issues in one call, provide an immediate response, and ensure knowledge transfer to continually improve accuracy and customer experience. PREMIUM FLEET EMERGENCY RESPONSE WEX recognizes the critical importance of maintaining available fuel supplies for essential and public sector vehicles during natural disasters, threats to national security, and military mobilization, and is prepared to support the needs of Sourcewell's qualifying Premium Fleet Service customers in such instances. We are proud to be an integral part in our customers' ability to maintain continuous operations during their most crucial times of need. Some of the emergency services we provide upon request include: - Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur. - Online emergency card profile set-up, so fleets can easily remove or change card control limits to support emergency operations. - Regular updates outlining which networks and fuel stations are open and active in disaster areas.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	WEX will continue providing marketing, products, and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX is happy to provide existing products and services to participating entities in Canada, though the Canadian market is not a target of investment for WEX at this time.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to public sector fleets of all sizes. Since partnering with Sourcewell in 2011, WEX has grown the contract to benefit more than 5,200 participating entities, including seven states. WEX's public sector expertise is unmatched in the industry, providing services for 36 states, and supplying fleet card services as a subcontractor to Citibank under the SmartPay 2 (2008 - 2018) and current SmartPay 3 contracts. In total, we service approximately 1.2 million tax-exempt cards. We are an active member of the National Alliance of State and	

University Fleets (NASUF), continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

We reiterate this experience because WEX actively manages marketing efforts to inform eligible entities that Sourcewell has a fleet card program, and work to onboard these groups through education of program benefits.

Our custom outreach program ensures that eligible public sector organizations know about the Sourcewell / WEX program, understand the benefits of enrolling, and can easily sign up for the program. Our annual efforts include, but are not limited to, direct mail, email campaigns, newsletters, trade show participation, press releases, web-based marketing, online landing pages, and sales visits - all with an eye toward maximising overall program volume.

INTERNAL MARKETING CAPABILITIES

WEX invests millions of dollars each year in our comprehensive marketing and sales programs on behalf of our own WEX Universal, partner-based proprietary, and public sector card programs. We market to state, local, and other eligible public sector organizations in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers oversee our public relations campaigns, tradeshows, email, web, direct mail, and advertising programs. We also have a full-time, in-house design team who support the development of collateral, direct mail, traditional print, and web design. We are able to create turn-key programs for partners of all sizes.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011, to 3,350 customers purchasing over $175,000,000 on over 63 million gallons in 2018, to 5,268 accounts, and nearly $350 million in purchases on over 105 million gallons in 2024. WEX will continue our active marketing program, further growing the portfolio throughout the contract by leveraging local and municipal-level relationships.

APPROACH

We utilize a disciplined, data-driven approach and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield, and overall ROI. We use Salesforce and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a willingness to try new concepts and approaches using “champion-challenger” methodology to learn and compare results of proven campaign approaches with those of new test or concept campaigns.

Our in-house web marketing team develops a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing page to inform existing and prospective state organizations about the Sourcewell Fleet Card program (e.g., https://www.wexinc.com/oklahoma; https://www.wexinc.com/texas). We use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program is supported by geographically targeted Search Engine Marketing (SEM) to drive applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX successfully manages digital, web-based marketing campaigns on behalf of our partners, and our in-house web marketing team are experts at leveraging this channel for fleet acquisition and communication.

Our sales team attends multiple national, regional, and local trade shows each year, allowing us to reach key decision makers and establish key industry contacts. We will continue leveraging Sourcewell at public sector trade shows and conferences in our continuous effort to expand awareness of the Sourcewell program, and convert prospects into participants. Our in-house marketing team manages and coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings.

Finally, all WEX sales associates utilize Salesforce Customer Relationship Management (CRM) for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast, and their long-term pipeline. We also use Salesforce to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. We would use Salesforce to track and manage Sourcewell’s sales and marketing program.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	WEX has a world class in-house Marketing Agency with award-winning digital marketers specializing in fuel card lead generation and quality customer growth. We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our insights and analytics teams to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. We are engaged actively in all modern marketing channels including social media (LinkedIn, Meta, Instagram, and X). Through sophisticated social listening capabilities, we receive valuable feedback and sentiment from customers and of course, use these platforms to deliver value to our customers. WEX also excels in the realm of precision targeting for fleet marketing due to our deep understanding of the fleet sector and strategic internal collaborations. By integrating risk grade data, behavioral insights, and transaction data with cutting-edge AI targeting, we have the prowess to attract customers who are not only highly likely to engage with WEX at the right moment but also contribute significantly to our profitability by fueling the most gallons. We meticulously craft tailored audiences, guiding them through the buyer's journey, fueled by their behaviors and interactions with our brand.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Historically, WEX has overseen promotional and marketing activities for the Sourcewell contract. In addition to the marketing plans described above, we attend Sourcewell's annual H2O Conference to assist with networking, and include Sourcewell branding at WEX's other public sector conference appearances. We look forward to working with Sourcewell in updating the WEX landing page, and are happy to discuss additional input into the promotional and marketing activities we perform on Sourcewell's behalf. WEX has served as your fleet card provider since 2011. As such, we are very familiar with Sourcewell agreements and have integrated them into our sales process.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products and services WEX provides are largely ordered and managed through WEX Online. To obtain a WEX Fleet Card, Sourcewell customers apply for credit and are adjudicated by WEX Bank on their own merit. Once approved the account goes into implementation and goes active in roughly 30-90 days (depending on complexity and any custom requirements). The Fleet Manager module of WEXOnline allows users to order, add, edit, suspend, reactivate, and terminate cards and drivers, add and manage card controls, and to view and download invoice details. They can also: - Assign a card to the driver, vehicle or location. - Transfer cards from one account to another. - Group cards into profiles to enforce your purchasing policies. - Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase). - Edit account information.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We provide initial training to Sourcewell's customers at agreed-upon sites, ongoing as-needed training, and re-training as required via in-person training, webinars, phone conferences, or a combination of those. WEX's Strategic Implementation Manager (SIM) will discuss specific training requirements during Discovery. Upon initial implementation, the SIM trains the fleet management team in performing various administrative functions associated with the platform (including, but not limited to, adding drivers, adding vehicles or assets, assigning card controls, creating and assigning custom roles, reporting). Online or in person system training typically takes 60 to 90 minutes, depending on questions. These can be done for multiple groups, and may include on-site training as-needed. We also provide detailed reference and summary guides as part of the implementation project plan. Other reference guides exist throughout our various systems. For example, WEXOnline contains PDF help guides that provide step-by-step instructions to navigate different modules. The following PDF help guides are available: - Homepage: View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units - Fleet Manager: Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses - Financials: Provides access to accounting fields and definitions, and allows you to assign financial profiles throughout your hierarchy - Reports: Guides the user through the various reporting tools to meet your analysis needs. - Resource Tools: Offers various, commonly-requested reporting tools to help locate sites where your fleet card can be used, to assist you in finding diesel and alternative fuel sites, and to direct you to locations with available charging stations and/or the lowest price per gallon - Administration: Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs. The SIM also works with the customer to create a WEXOnline Summary Guide that outlines how agency nuances and requirements are captured and reported through the system, as well as quick-step guides for the online system. Additionally, we work with the State to organize tailored online training per users' assigned roles. Recorded training sessions can be shared as an additional tool. Multiple trainings can be recorded based on the audience's role e.g., full access or read only. Further, we develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program. After implementation, on-going training meetings are available as-needed. For the individual card user: The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors to answer any questions. We also provide electronic driver reference guides if they have issues with transactions, and produced a video showing drivers how to use our cards, available via our website at: https://www.wexinc.com/insights/blog/inside-wex/how-do-company-gas-cards-work/.
42	Describe any technological advances that your proposed Solutions offer.	As a payment technology company, we take a keen interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, and new data sources to compliment our already-robust Level III reporting and analytics. WEX's new Fleet Plus Card, which enhances your ability to pay for non-fuel related vehicle purchases, and expanded mobile payment technology with our DriverDash app, are examples of this vision. WEX focuses on customer-driven technology enhancements, and actively solicits customer feedback when developing our roadmap. The Fleet Advisory Board - a targeted cross-section of our largest fleets - gives industry a voice with WEX senior leadership. We also actively engage with Sourcewell, and your customers, at numerous trade shows, and through our membership in public sector organizations such as the National Alliance of State and University Fleets (NASUF). WEX EV Whether your fleet relies on traditional fuel, electric vehicle charging, or a combination of both, WEX provides a seamless and future-ready solution. Manage all your transactions through a single, powerful platform, receiving one consolidated invoice and set of reports. WEX adapts to your evolving needs, simplifying the complexities of a mixed-energy fleet. with acceptance at over 146,000 public chargers nationwide. WEX EV En Route: Recharge drained EV batteries quickly during the workday Managing a mixed-fuel fleet can be complex with the wide variety of charge point operators

(CPOs) that all require a different method of authentication. Juggling cards, apps, and invoices creates administrative headaches that expose your fleet to inefficiency, and a greater likelihood of costly errors.

WEX has taken our original fleet card capabilities and added EV charging authentication and payment functionality. By pairing new or existing payment cards with a single WEX RFID and/or WEX DriverDash app, drivers can unlock EV charging at a growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, Electrify America, and EVConnect. P

Worried about EV range? If drivers need to recharge their EV mid-day, DriverDash minimizes disruption by displaying convenient, available, in-network fast chargers. DriverDash is also the most secure, data-rich transaction platform currently available. DriverDash also enables fleets to capture valuable charging data, transaction receipts, odometer prompts, and even applies your custom purchase controls.

WEX EV At-Home: Access lower-cost, overnight charging at driver homes

Are you maximizing cost savings with your EV fleet? Without a dedicated at-home charging solution, you could be missing out on lower residential electricity rates, and struggling to accurately track and control charging expenses. WEX EV At-Home puts you in charge.

WEX EV At-Home is an end-to-end solution that allows you to request charging hardware and installation, and reimburse your drivers for their EV charging sessions, all utilizing your existing WEX fleet account and credit line. WEX's comprehensive and cost-saving solution allows you to:

- Order chargers and installation at your drivers' homes via WEXOnline
- Provide fast and accurate reimbursements to your drivers for home charging costs
- Approve charging sessions for reimbursement with manual, bulk, or automatic options
- Take advantage of lower off-peak residential electricity rates
- Receive one integrated invoice and set of reports for all fueling and EV charging purchases

WEX EV Depot: Convenient and controlled charging at your depots
Take control of your EV charging infrastructure with a private depot. Achieve greater security, track usage accurately, and ensure your fleet is always charged and ready. Don't be intimidated by the process – WEX simplifies depot setup, allowing you to focus on what matters most: your business.

WEX EV Depot product allows fleets to activate private charging sessions with their WEX RFID, track depot transactions as part of your complete charging picture and includes private sites on charging maps.

WEX EV with Sawatch Labs:Data-Driven Insights for Smarter EV Fleet Management

Sawatch Labs offers its cutting-edge fleet electrification analytics software as part of WEX's Sourcewell contract. This means that Sourcewell members can now access the tools they need to confidently transition their fleets to EVs without the hassle of a lengthy Request for Proposal (RFP) process.

Unlock the full potential of your customer's EV fleet with data-driven decisions about asset replacement and fleet optimization, leading to significant cost savings and improved efficiency.

- Strategic Charging Optimization: Avoid unnecessary infrastructure costs. Our analysis pinpoints the optimal number of on-site charging ports, ensuring you invest wisely and avoid the expense of even one extra port.

- Data-Driven Fleet Conversion: Make informed decisions about electrifying your fleet. Our comprehensive conversion analysis reveals the how, if, and when of transitioning to EVs, minimizing risk and maximizing ROI.
Smart Charging Strategies: Control your energy costs. We project charging times and implement managed charging technologies to mitigate peak demand charges and keep your utility bills in check.

- Optimized Vehicle Deployment: Minimize driver downtime and maximize productivity. Our analysis ensures your EVs are strategically positioned for optimal utilization, reducing wasted time and improving overall efficiency.

- Streamlined Reporting & Compliance: Free up your staff. Our automated reporting and analytics tools eliminate the need for manual data compilation, saving valuable staff hours and ensuring accurate compliance reporting.

Our reporting, analytics, and benchmarking tools are specifically designed for EV assets,

*

integrating seamlessly with Sourcewell customers' existing WEX mixed fleet programs.

For more on how Sawatch Labs and WEX simplify fleet electrification for Sourcewell's customers, please visit: https://sawatchlabs.com/industry-insights/how-sawatch-labs-and-wex-are-simplifying-fleet-electrification-for-public-agencies

DRIVER DASH

With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

Plus, if a driver needs a replacement card (due to loss, theft, damage, etc.) WEX can push a new digital card to DriverDash within one hour.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network, and anticipates an additional 12,000 accepting locations coming online in 2025.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting. Plus, WEX recently launched route planning functionality, allowing drivers to factor in variables like battery level, added weight, climate control usage, and more, when planning a trip.

WEXConnect

WEXConnect is a free mobile app that helps Sourcewell customers quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, specialty fueling stations (e.g., CNG, E85) and service locations. Real-time transaction information provides updated fuel pricing and current EV charging station availability.

APIs

WEX offers a comprehensive suite of API-driven solutions that empower businesses to optimize fleet management, reduce costs, and enhance security. Our APIs provide real-time transaction monitoring, fraud alerts, and granular card controls, enabling proactive fraud prevention and minimizing financial losses. We offer API-driven real-time alerts and notifications to our customers to immediately notify them of possible fraudulent events. We are also exploring mobile app payment integration to enhance security and convenience for drivers. Our APIs are designed to meet the diverse needs of our customers, from SMBs to large fleets, and can be customized to address specific use cases and risk tolerances. By partnering with WEX, you gain access to innovative solutions that enhance efficiency, strengthen security, and drive business growth.

- Fleet Administration Services currently available via API include Account, Card, Driver, Site, and Vehicle management integrations. .

- Digital Instant Issuance functionality provides a replacement card (due to loss, theft, or damage) within one hour.

- Fraud Mitigation functionality allows your customers to receive real-time email alerts and advanced decision making (e.g., flag a transaction as "valid" or "fraudulent").

We have additional API functionality in these areas, including mobile fleet payments, expanded fleet management functionality, and additional real-time fraud controls, on our 2025 roadmap. If there are specific integration capabilities of interest to Sourcewell or your customers, we are happy to discuss.

WEX FLEET PLUS CARD

Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network.

Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single

		account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace. WEX PAYABLES The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network. WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	WEX committed to the energy transition launching WEX Venture Capital (https://vc.wexinc.com/), with WEX's Board authorizing WEX to commit up to $100 million through the end of 2025 in predominantly early and growth-stage companies focused on the energy transition, including fleet electrification, the electric vehicle charging ecosystem, energy management and optimization, and adjacent technologies. Recent investments include: - ev.energy, a leading electric vehicle managed charging software platform and certified B Corp (https://www.ev.energy/blog/series-b), - Chargetrip, an EV routing platform and certified B Corp, (https://www.chargetrip.com/newsroom/we-closed-our-series-a), - AmpUp, an EV Charging Platform based in California (https://www.prnewswire.com/news-releases/ev-charging-platform-ampup-closes-15m-series-a-funding-302258798.html) - Gravity Climate, a leading enterprise carbon accounting and energy management platform based in New York (https://www.prnewswire.com/news-releases/gravity-announces-13m-in-series-a-funding-to-automate-reporting-and-accelerate-energy-optimization-302355444.html). In addition to the WEX Venture Capital initiatives described above, please see our attached WEX-2023-Sustainability-Report, which highlights WEX's work on Environmental Innovation and Fleet Electrification (pp. 10-13) and Environmental Stewardship (pp. 14-17).	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is the current fleet card and administrative platform provider for Sourcewell's customers, and we look forward to building upon our 14 year relationship. We offer unmatched understanding of your organization, and the needs of your customers. Your Relationship Manager, Janet Parker, will continue providing strategic support, and remaining with WEX allows Sourcewell, and your members, to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: - Enhanced Data and Controls: We provide fleet operators with enhanced data and controls through our proprietary closed-loop fueling network, capturing Level III data, deploying custom controls, and establishing the economics between fleets and merchants. This helps in controlling spend, limiting fraud, and optimizing fleet operations. - EV Solutions: We are industry leaders in the ICE-to-EV conversion space, strengthening our EV solutions through in-house development and strategic acquisitions like Sawatch Labs, which offers best-in-class EV analytics, fleet optimization software, and emissions reporting to Sourcewell members as part of the WEX contract.. - Integrated Mobility Management: Our program integrates EV and ICE services into one fuel-agnostic program, providing superior acceptance, card functionality, and reporting. This includes acceptance at over 146,000 U.S. charging locations and 95% of U.S. retail fuel sites, Level III data capture on 99.8% of transactions, and robust reporting tools. - Proprietary Closed-Loop Fuel Network: Our network covers approximately 95% of retail fuel sites across the U.S., providing broad acceptance and a significant barrier to entry for competitors. This network allows us to offer higher levels of fleet-specific information and control than open-loop networks. - Level III Data Capture: We provide additional visibility into fleet-specific information, with detailed transaction data on 99.8% of transactions, aiding in fraud monitoring and reduction efforts. - Differentiated Products and Services: We offer security and purchase controls, customized analysis, and reporting on fleet efficiency and purchasing behavior, available through traditional reporting services and sophisticated web-based tools. - Experienced Management Team: Our management team has substantial industry knowledge and a proven track record of financial success, driving customer success through strong growth and consistent operating performance. - Relationship Building: Our customers cite their interactions with our team members, from Customer Service and Relationship Managers to other account support specialists, as a differentiating factor between WEX and our competitors.
46	Explain and demonstrate the capabilities of tools offered for fleet data analytics, integrated telematics, datafile transfer and validation, private site fueling solutions, fleet technology interfaces, and any other value added offerings.	DATA ANALYTICS - CLEARVIEW Clearview – our cloud-based data analytics platform – organizes and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative dashboards, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities. The Exceptions Dashboard quickly identifies and analyzes transactions, purchasing, and driver behavior that fall outside the norm. This module includes a Summary Dashboard and nine exceptions related to monetary savings on fuel purchasing and suspicious purchasing behaviors. The exceptions highlight the biggest opportunities for savings and the most egregious behaviors, allowing managers to focus on the most impactful areas. For large fleets, this is especially helpful. The Volume & Spend Summary Dashboard tracks activity and expense on the WEX Card program. Fuel and non-fuel spend can be viewed in aggregate for the entire organization or easily dissected based on filter and grouping options. The Outlier Scatterplot visibly identifies anomalies in the card program. For example, WEX's customers have experienced great success identifying driver theft, making this view one of the most highly-used visualizations within WEX Analytics. Filter and Group by Capabilities: WEX Analytics offers robust smart search filters and grouping options that allow users to easily distill information and quickly get the answers they need. These filters offer multi-selection capability within a single filter's drop-down list. For example, in the product-grade filter, select both mid-grade and premium to get a complete view of your "non-regular" fuel spend. Product Code Cleansing Algorithm: WEX's data scientists solved a long-standing, industry-wide issue by developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants.

DATA ANALYTICS AND REPORTING - WEXONLINE

WEXOnline's reporting suite reduces the administrative time involved with managing expenses. We require all WEX-accepting merchants to capture detailed Level III transaction data, which supports our nine levels of hierarchy and provides the foundation for our superior reporting tools. WEX stores 24 rolling months of reference data, and provides older data upon service request. For qualifying Sourcewell customers, our Premium Fleet Services Account Managers have advanced query tools to assist with reporting needs not covered in our standard reporting suite.

The major report types we offer are:

Standard Reports: downloadable purchasing activity and financial summary reports such as Purchase Activity, Site Summary, Financial Summary, and Tax Summary reports.

Ad Hoc Reports: "snapshot in time" data of user-defined criteria, allowing managers to analyze transaction level detail, summaries, and purchase exceptions to identify inefficiencies. All reports contain standard Level III data and any unique appended accounting codes.

Custom Reports: gain deeper insight into authorizations, transactions, cards, drivers, and vehicles. Managers can incorporate standard data, as well as defined organizational accounting code information. The intuitive wizard-based process facilitates the creation of real-time or scheduled reports. Managers select the hierarchy level, and the report automatically includes all sub-levels while displaying the relationship to all upper level accounts (based on access level).

WEXOnline features the following reporting categories:

Management Reports: provide managers and administrators with a view into the entire portfolio, illuminating trends and areas for possible savings. Example reports include:

- Major Fleet Activity Report: Provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG; helps fleets identify potential savings/merchants with lower PPG.

- Account Review: A rolling 13-month review of data consisting of: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel, maintenance); allows fleets to identify savings opportunity (such as excessive premium fuel use).

- Opportunity Report: Outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at zip code level vs. WEX's entire portfolio; provides insight into where drivers are fueling, and ways to save by fueling at lower cost stations near their routes.

—

Benchmarking Reports: help fleets understand how their purchasing behavior compares to others and provides insight into the types of merchants being used. For example, our minority and woman-owned business report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites; the WEXIndex provides the price per gallon of certain fuel types in a given month, and is useful to understand industry pricing trends.

—

Profile Reports: provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Example reports include:

- Account Report: Itemizes accounts within a fleet's hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts; helps fleet managers ensure their accounts are set up as desired.

- Card, Vehicle, or Driver profiles: Provides a broad view of cards, vehicles, or drivers across multiple or single accounts, allowing fleets to monitor and review data based on a comprehensive view of a few specific card details.

—

Exception Reports: are an excellent way to save time while ensuring those in the field follow fleet policies. Exception Reports, when paired with card controls, help fleets effectively

manage their program by identifying potential fraud or abuse. Example reports include:

- Ad hoc exceptions: A simple, on-demand, ad hoc exception reporting tool providing insight into posted transaction details for a variety of exceptions, including: high octane fuel, weekend purchases, and number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.

- Flexible exceptions: A comprehensive set of exception parameters for posted transactions; any transactions that meet the set threshold are captured for review. Additionally, optional once-daily email notifications inform you that an exception occurred; effective in identifying possible fraud or abuse.

- Real-Time Alerts: Enables near real-time email alerts when a transaction falls outside of set parameters; also available for review in an online report; very effective in identifying possible fraud or abuse as a transaction occurs.

—

Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help fleets drill down to the data they need. Example reports include:

- Ad hoc transaction details: A simple, on-demand, ad hoc reporting tool that provides up to 24 months of posted transaction details for a specified time frame; especially useful in viewing transactions associated with a particular billing cycle, or for quick investigations. It has both filtering and sorting capabilities.

- Ad hoc transaction summary: A simple, on-demand, ad hoc reporting tool that summarizes up to 24 months of posted transaction details for a specified time frame; especially useful in summarizing information by account, card, or brand, with a granular capacity to examine transaction details for more specific information

- Transaction management: A comprehensive, highly customizable, transaction-level report that allows fleets to analyze usage at certain merchants or within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields individual fleets care about.

- Authorization activity: A direct view of authorization activity, posted in real-time in our system, helps inform decisions and perform analysis to help manage/enforce driver purchasing policies; also an excellent driver assistance tool for those who may have encountered a “decline,” but are unsure why.

—

Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Example reports include:

- Purchase activity report: Our standard billing cycle report accompanying each invoice, with a roll-up by card or department, is available online as a PDF.

- Financial summary report: Financial roll-up of spend by account, fuel, and non-fuel.

- Site summary report: Roll-up of purchase behavior by brand, with totals.

- Tax Exempt Summary (tax-exempt fleets only): Roll-up of exempted and reported transactions by jurisdiction and fuel type.

- View details: Our standard transaction detail report, available online and with each invoice; downloadable into Excel or CSV as needed, providing easy transaction reconciliation with their invoice, and the ability to download for additional filtering or archiving.

- WEXLink is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file, includes extensive detail for both fueling and service transactions, enables fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. This file can be merged with your existing information management system, making it easy to track costs.

INTEGRATED TELEMATICS

WEX provides a telematics solution that integrates seamlessly with the WEX Card program to provide insight into the where, when, and how of vehicle use, and puts all vital fleet data in one location. Our solution encourages safe driver behavior, optimizes routes, reduces fuel spend, lowers operational costs, complies with federal mandates, and can help mitigate fraud by confirming that fuel dispensed actually goes into the appropriate vehicle.

At a high level WEX Telematics service collects all vehicle diagnostic and vehicle location data. We use this data to derive all kinds of insights by applying the latest analytics techniques, and provide specific hardware and software packages designed to meet specific fleet requirements, so managers can quantify, analyze, and understand data points such as:

- Idle time and location
- Speeding
- Mileage per day or week
- Total fuel consumption
- Seatbelt use
- Aggressive driving
- Customer stops
- Miles driven vs. customer time
- Accident reporting

WEX telematics also helps manage compliance, ensures timely vehicle inspections, and reduces paperwork with electronic logs. Additionally, when you combine these Services with our in-cab camera options, you can identify risky driver behaviors, capture video of critical events and easily recreate accidents to share with insurance or police.

In addition to our in-house solution, we integrate directly with most US-based telematics service providers, including Geotab & GPS Insights, to ensure integrated fuel data that enhances our customers' telematics experience.

DATA FILE TRANSFER

WEXLink is an electronic file that provides youR customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.

PRIVATE SITE

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

Your customers receive in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated, comprehensive vehicle-level reporting.

Once installed, card readers are required to retain reportable information so your customers don’t have to.

Just like a retail transaction, the driver initiates data capture by entering their Prompt ID and odometer. The card reader provides the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into a fleet’s usage reporting.

FLEET TECHNOLOGY INTEGRATIONS

WEX offers a comprehensive suite of API-driven solutions that empower businesses to optimize fleet management, reduce costs, and enhance security. Our APIs provide real-time transaction monitoring, fraud alerts, and granular card controls, enabling proactive fraud prevention and minimizing financial losses. We offer API-driven real-time alerts and notifications to our customers to immediately notify them of possible fraudulent events. We are also exploring mobile app payment integration to enhance security and convenience for drivers. Our APIs are designed to meet the diverse needs of our customers, from SMBs to large fleets, and can be customized to address specific use cases and risk tolerances. By partnering with WEX, you gain access to innovative solutions that enhance efficiency, strengthen security, and drive business growth.

- Fleet Administration Services currently available via API include Account, Card, Driver, Site, and Vehicle management integrations. .

- Digital Instant Issuance functionality provides a replacement card (due to loss, theft, or damage) within one hour.

- Fraud Mitigation functionality allows your customers to receive real-time email alerts and advanced decision making (e.g., flag a transaction as “valid” or "fraudulent").

		We have additional API functionality in these areas, including mobile fleet payments, expanded fleet management functionality, and additional real-time fraud controls, on our 2025 roadmap. If there are specific integration capabilities of interest to Sourcewell or your customers, we are happy to discuss.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	WEX is a publicly traded corporation (NYSE: WEX). Nevertheless, at WEX we strive to achieve a fully inclusive workplace that unifies and celebrates the diversity of our people. To fully realize our potential as a company, we must embrace our differences in culture, identity, and background. Committed to celebrating our differences and encouraging our people to be their most authentic selves, we acknowledge that building a sustainable company requires an intentional and continual focus on diversity and inclusion in everything we do. Employee Resource Groups (ERGs) are part of WEX's commitment to diversity and inclusion and part of our company's long term strategy for creating an inclusive community. Because of the size and dispersed nature of WEX, we strive to balance corporate-led diversity direction with "grassroots" employee-led initiatives such as ERGs. WEX's ERGs are not WEX associations; rather they are independent, employee-driven groups sponsored by WEX. The ERGs serve as touch points for communities across WEX with shared interests, cultures, identities, and backgrounds. Part of WEX's commitment to diversity and inclusion centers around the development of innovative hiring strategies that work to support and increase access to underrepresented candidates. WEX also has a fully approved and communicated Vendor Inclusion & Diversity Policy, and is committed to building a global vendor inclusion program that makes diversity and equality an integral part of how we purchase - creating mutually beneficial relationships with businesses owned by people from historically underrepresented communities. Please see our attached WEX-2023-Sustainability-Report, pp. 18-28, which highlights our efforts in this area.	*
48		Minority Business Enterprise (MBE)	○ Yes ◉ No	Please see question 47, above.	*
49		Women Business Enterprise (WBE)	○ Yes ◉ No	Please see question 47, above.	*
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Please see question 47, above.	*
51		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Please see question 47, above.	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Please see question 47, above.	*
53		Small Business Enterprise (SBE)	○ Yes ◉ No	Please see question 47, above.	*
54		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Please see question 47, above.	*
55		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Please see question 47, above.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	WEX will continue to offer Sourcewell members Net-26 day payment terms and will comply with any act or law governing payments timing upon review of such act or law. WEX offers the following payment options: Paper Check: You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment: You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH: WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT: The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment: If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply).	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see attached Standard Transaction Documents zip folder.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, we do not accept the P-card procurement and payment process.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX Offers rebates to Sourcewell members for retail purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail prices for fuel, service, and in-store purchases at participating gas stations and service locations.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	WEX offers a flat percentage off retail purchases as well as early payment options. Please see the attached pricing documentation for the fleet card and ancillary products.	*
63	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	N/A	*

64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing document for the fleet card and ancillary products.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing document for the fleet card and ancillary products.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	WEX utilizes a number of different tools and processes to perform internal audits on its accounts. WEX implements additional layers of oversight and audit activities for operational processes to ensure alignment between contract documents and system configurations. Additionally, various compliance reviews and audits are performed each year as required by regulations, this includes but is not limited to WEX Banks bank compliance reviews. WEX manages a control environment that is consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, HITRUST and NIST. WEXs information security program prioritizes ensuring the confidentiality, integrity, and availability of WEXs information assets. A critical component to meeting these objectives is managing controls to safeguard WEXs information assets against any unauthorized use, access, or disclosure. Additionally, WEXs information security program provides robust access controls, security monitoring controls, regular penetration testing and vulnerability scanning, strong physical and environmental controls, and security awareness training. Furthermore, WEX information security program helps manage the risks related to the use of any external service providers or related third parties while ensuring that WEX maintains business resiliency in the event of a disaster scenario or security incident. WEXs security policies and procedures are reviewed and updated annually. WEX obtains SSAE18 SOC 1 and PCI-DSS certification for our Millennium platform, and are subject to regular reviews via Internal Audit, External Audit, FDIC Examiners, and various third parties. Recently, Revenue Management has begun implementing an additional layer of oversight and audit activities for operational processes—specifically related to non standard/negotiated fee schedules and terms—to ensure alignment between contracting documents and system configurations.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Examples of tracked internal metrics include year-over-year gallon, non-fuel, and total spend. We track these metrics across the entire portfolio.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	WEX issues a quarterly revenue share, in accordance with the Revenue Share Table below, based on all Sourcewell members' monthly retail transactions and the tier established in the table below: $0 - $50,000,000 quarterly spend: 10 basis points (0.10%) $50,000,001 - $75,000,000 quarterly spend: 12 basis points (0.12%) $75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing documents for additional information	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Each contract we hold is individually priced, based on a number of variables including: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
72	Provide a detailed description of all the solutions offered, including used Solutions if applicable, offered in the proposal.	THE WEX CARD PROGRAM As described throughout our response, the WEX Card Program offers best-in-class fleet card functionality, reporting, customer service, and ancillary services (e.g., a comprehensive EV program, Telematics, Vehicle Maintenance, etc.). Fleet administrators can manage the entire card program with WEXOnline, our web-based, mobile-responsive management and administration platform. For example, perform account maintenance activities, research real-time authorization and transaction information, monitor exception reporting, retrieve invoicing and transactional back up information, as well as review real-time alerts. You can also manage drivers, vehicles, edit card purchase controls, and order/add/suspend cards as-needed. Managers may assign access to as many WEXOnline users as necessary. Approved users can perform various functions depending on the level of access provisioned. WEXOnline comes with pre-defined roles, or managers can create custom user roles to meet unique program requirements. Responsibility is shared without giving broader permissions that could be abused, and administrators retain ultimate control over access privileges. Whether it's one or 100, approved users can perform various functions depending upon the level of access provisioned. Required Level III data capture from all of our accepting merchants across WEX's proprietary, closed loop network supports our detailed reporting, analytics, and superior card / purchase controls. The WEX Card Program helps public sector fleets of all sizes create operational efficiencies. Our customers also receive best-in-class security. We require dual prompt transaction authorization in which drivers must enter both their PromptID (Driver ID or Vehicle ID, depending on set up) and odometer reading. WEX's program also surpasses typical credit card offerings by controlling the product type being purchased. For instance, you can control by product class, which are groupings of like products separated by type: Fuel; Oil & Fluids; Parts & Service; Quick Lube; Roadside Assistance; General Merchandise. Purchase Controls enable or disable access to specific product classes within WEX's closed-loop network of fuel and service merchants. Managers can then set spending limits at the transaction level, such as: dollar limits and timeframe of purchase. WEX's purchase controls offer managers the flexibility to limit transactions within WEX's network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, but disallow general merchandise. A typical credit card would be open to all gas stations and any merchandise that is available in this retail channel, potentially allowing a driver to purchase electronics or snack food, and exposing the customer to unauthorized expenses and program abuse. WEXPAY WEXPay is a tool that enables out-of-network purchases at additional merchants in

the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay in conjunction with your WEX Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Card and WEXPay Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline purchasing and operations.

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the IVR prompts for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

WEX PAYABLES

The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network.

WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.

WEX EV

Whether your fleet relies on traditional fuel, electric vehicle charging, or a combination of both, WEX provides a seamless and future-ready solution. Manage all your transactions through a single, powerful platform, receiving one consolidated invoice and set of reports. WEX adapts to your evolving needs, simplifying the complexities of a mixed-energy fleet. with acceptance at over 146,000 public chargers nationwide.

WEX EV En Route: Recharge drained EV batteries quickly during the workday Managing a mixed-fuel fleet can be complex with the wide variety of charge point operators (CPOs) that all require a different method of authentication. Juggling cards, apps, and invoices creates administrative headaches that expose your fleet to inefficiency, and a greater likelihood of costly errors.

WEX has taken our original fleet card capabilities and added EV charging authentication and payment functionality. By pairing new or existing payment cards with a single WEX RFID and/or WEX DriverDash app, drivers can unlock EV charging at a growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, Electrify America, and EVConnect. P

Worried about EV range? If drivers need to recharge their EV mid-day, DriverDash minimizes disruption by displaying convenient, available, in-network fast chargers. DriverDash is also the most secure, data-rich transaction platform currently available. DriverDash also enables fleets to capture valuable charging data, transaction receipts, odometer prompts, and even applies your custom purchase controls.

WEX EV At-Home: Access lower-cost, overnight charging at driver homes

Are you maximizing cost savings with your EV fleet? Without a dedicated at-home charging solution, you could be missing out on lower residential electricity rates, and struggling to accurately track and control charging expenses. WEX EV At-Home puts you in charge.

WEX EV At-Home is an end-to-end solution that allows you to request charging hardware and installation, and reimburse your drivers for their EV charging sessions, all utilizing your existing WEX fleet account and credit line. WEX's comprehensive and cost-saving solution allows you to:

- Order chargers and installation at your drivers' homes via WEXOnline

- Provide fast and accurate reimbursements to your drivers for home charging costs
- Approve charging sessions for reimbursement with manual, bulk, or automatic options
- Take advantage of lower off-peak residential electricity rates
- Receive one integrated invoice and set of reports for all fueling and EV charging purchases

WEX EV Depot: Convenient and controlled charging at your depots
Take control of your EV charging infrastructure with a private depot. Achieve greater security, track usage accurately, and ensure your fleet is always charged and ready. Don't be intimidated by the process – WEX simplifies depot setup, allowing you to focus on what matters most: your business.

WEX EV Depot product allows fleets to activate private charging sessions with their WEX RFID, track depot transactions as part of your complete charging picture and includes private sites on charging maps.

WEX EV with Sawatch Labs:Data-Driven Insights for Smarter EV Fleet Management

Sawatch Labs offers its cutting-edge fleet electrification analytics software as part of WEX's Sourcewell contract. This means that Sourcewell members can now access the tools they need to confidently transition their fleets to EVs without the hassle of a lengthy Request for Proposal (RFP) process.

Unlock the full potential of your EV fleet with data-driven decisions about asset replacement and fleet optimization, leading to significant cost savings and improved efficiency.

- Strategic Charging Optimization: Avoid unnecessary infrastructure costs. Our analysis pinpoints the optimal number of on-site charging ports, ensuring you invest wisely and avoid the expense of even one extra port.

- Data-Driven Fleet Conversion: Make informed decisions about electrifying your fleet. Our comprehensive conversion analysis reveals the how, if, and when of transitioning to EVs, minimizing risk and maximizing ROI.
Smart Charging Strategies: Control your energy costs. We project charging times and implement managed charging technologies to mitigate peak demand charges and keep your utility bills in check.

- Optimized Vehicle Deployment: Minimize driver downtime and maximize productivity. Our analysis ensures your EVs are strategically positioned for optimal utilization, reducing wasted time and improving overall efficiency.

- Streamlined Reporting & Compliance: Free up your staff. Our automated reporting and analytics tools eliminate the need for manual data compilation, saving valuable staff hours and ensuring accurate compliance reporting.

Our reporting, analytics, and benchmarking tools are specifically designed for EV assets, integrating seamlessly with Sourcewell customers' existing WEX mixed fleet programs.

For more on how Sawatch Labs and WEX simplify fleet electrification for Sourcewell's customers, please visit: https://sawatchlabs.com/industry-insights/how-sawatch-labs-and-wex-are-simplifying-fleet-electrification-for-public-agencies

WEX MOBILE APPLICATIONS

DriverDash: With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

Plus, if a driver needs a replacement card (due to loss, theft, damage, etc.) WEX can push a new digital card to DriverDash within one hour.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network, and anticipates an additional 12,000 accepting locations coming online in 2025.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure

transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting. Plus, WEX recently launched route planning functionality, allowing drivers to factor in variables like battery level, added weight, climate control usage, and more, when planning a trip.

WEXConnect: WEXConnect is a free mobile app that helps Sourcewell customers quickly find the lowest priced gas stations, nearby electric vehicle (EV) charging stations, specialty fueling stations (e.g., CNG, E85) and service locations. Real-time transaction information provides updated fuel pricing and current EV charging station availability.

TELEMATICS

WEX provides a telematics solution that integrates seamlessly with the WEX Card program to provide insight into the where, when, and how of vehicle use, and puts all vital fleet data in one location. Our solution encourages safe driver behavior, optimizes routes, reduces fuel spend, lowers operational costs, complies with federal mandates, and can help mitigate fraud by confirming that fuel dispensed actually goes into the appropriate vehicle.

At a high level WEX Telematics service collects all vehicle diagnostic and vehicle location data. We use this data to derive all kinds of insights by applying the latest analytics techniques, and provide specific hardware and software packages designed to meet specific fleet requirements, so managers can quantify, analyze, and understand data points such as:

- Idle time and location
- Speeding
- Mileage per day or week
- Total fuel consumption
- Seatbelt use
- Aggressive driving
- Customer stops
- Miles driven vs. customer time
- Accident reporting

WEX telematics also helps manage compliance, ensures timely vehicle inspections, and reduces paperwork with electronic logs. Additionally, when you combine these Services with our in-cab camera options, you can identify risky driver behaviors, capture video of critical events and easily recreate accidents to share with insurance or police.

In addition to our in-house solution, we integrate directly with most US-based telematics service providers, including Geotab & GPS Insights, to ensure integrated fuel data that enhances our customers' telematics experience.

WEX FLEET PLUS CARD

Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network.

Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace.

VEHICLE MAINTENANCE AND REPAIR

WEX offers several maintenance purchasing solutions to support customer needs. Currently, the WEX Card is accepted at over 45,000 maintenance locations, including Jiffy Lube, Valvoline, and Bridgestone/Firestone, and can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products.

In addition to the card-based product described above, we are beta testing a cardless auto repair option that saves time, operational headaches, and money. This auto repair product offers digital order approval (eliminating phone calls between managers and repair shops). Approvals are per-repair-order-per-vehicle. This means a streamlined approval and payment process that keeps you in control by eliminating

		plastic cards while reducing operational costs, allowing for auto repair discounts, and ensuring quick, efficient turn-around time. One of our largest customers is piloting this program and saving hours of operational labor and thousands of dollars. PRIVATE SITE INTEGRATION AND REPORTING Our private site program allows Sourcewell customers to activate their privately owned onsite bulk fuel tanks using the WEX Fleet Card, which allows for increased security and asset-level fuel usage reporting on bulk fuel. WEX captures Prompt ID and odometer information, authorizes the card swipe, and provides integrated reporting of Private Site transactions with the customer's retail transactions while excluding onsite fuel transactions from the customer's invoice. Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. Your customers receive in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated, comprehensive vehicle-level reporting. Once installed, card readers are required to retain reportable information so your agency customers don't have to. Just like a retail transaction, the driver initiates data capture by entering their Prompt ID and odometer. The card reader provides the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into a fleet's usage reporting.	
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A.	*
74	Describe and demonstrate available features or controls that assist with mitigation of fraud, waste, and/or abuse for all solutions offered.	In 2025 WEX is investing in additional fraud detection tools including case management and alerting systems, and implementing AI fraud detection in our call centers. One of the most significant advantages the WEX proprietary closed-loop card program offers over an open-loop solution is our custom-built network. The WEX Card can only be used at accepting fuel, charging, and maintenance locations, and transactions authorize only after the driver enters a valid Prompt ID and odometer at the time of purchase.This is the first line of defense against unauthorized or fraudulent spending, either of which could more easily occur with an open-loop credit card that can be used at any type of retailer. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud. Our Fraud Department also provides recommendations to help reduce fraudulent activity, and proactively works with partners, customers, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or reoccurring. WEX's Fraud Department performs three primary functions in an effort to proactively identify and mitigate fraud on our customer accounts: - Transaction monitoring. - Identify potentially abusive or fraudulent behavior. - Notify customers when such behavior occurs. Our improved fraud notification process allows Sourcewell customers to quickly and easily identify a suspicious transaction as valid or fraudulent. WEX's fraud team sends up to three emails to the customer's fraud team, or named manager, requesting their response. They simply click the link, which takes them to a landing page listing the transaction(s) in question. From there, simply select "Valid" or "Fraudulent." WEX's Fraud Monitoring System WEX utilizes an advanced 24/7, real-time fraud mitigation system based on Machine Learning technology. The system's artificial-intelligence-based software identifies risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" are declined, while all other transactions pass through. The system continuously "learns" as it aggregates transactions, detecting trends at a portfolio, customer, channel, product, card, and transaction level. The logic within the system is highly adaptable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through	*

		its logic engine. The system has multiple levels of detection which can actually prevent a transaction from being authorized or can flag a transaction for review by the fraud team depending upon scoring logic. The system model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis. Lost or Stolen Cards Lost or stolen WEX Cards should be reported immediately to our Customer Service Department by calling the toll-free number, anytime 24x7x365. Customers can also report loss, theft, or unauthorized use of any card or account through WEXOnline. Once a card has been reported lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Subject to any limitations imposed by applicable law, the customer is liable for all unauthorized use of a card until WEX receives proper notification of loss, theft, or unauthorized use. Partnership Partnership with our customers is critical. Beyond the solutions described above, we enable our customers to monitor and control their expenditures. Through WEXOnline, managers can set predetermined limits on spending amount, purchase frequency, product and service type, and the days and hours during which purchases can be made, while also performing real-time account modifications (e.g., predetermined limits, editing Prompt IDs in response to changes or to prevent theft). They also opt into Real Time Alerts when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases. This, in tandem with careful review of all reports (including transaction and exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses.
75	Demonstrate the acceptance network of payment services offered for all forms of payments such as physical cards, mobile applications, digital, and/or virtual payment services.	PHYSICAL CARDS WEX Fleet Card: A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID, depending on your preference) and the odometer reading of the vehicle in order to receive transaction authorization. The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization processes act as a security measure, and provide a layer of protection against fraudulent activity. RFID: WEX simplifies paying for and tracking fueling and charging events. Rather than using a different payment method for each charge point operator, your drivers can use a single WEX EV RFID card at any of our growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, and EVConncet. WEX Fleet Plus: Since our founding as a fuel card company in 1983, we have expanded our scope to become an innovative global leader in payment solutions. One key differentiator in the Mobility segment is the enhanced data and controls we provide fleet operators based on our proprietary closed loop payments network. Looking forward, WEX is expanding the suite of card offerings to include WEX Fleet Plus, a one-card solution that combines WEX's current closed loop fleet card product with enhanced acceptance via the Mastercard network for non-fuel vehicle-related purchases. The product allows for both WEX and Mastercard transactions with one card, managed under a single account, utilizing one credit line, and detailed within one invoice and reporting package. Our research and testing indicates that the WEX Fleet Plus card will be a compelling product in the marketplace. Aviation: WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD - a complete purchasing solution for fuel and related aviation services - is a credit card and contract fuel program used by corporate and private flight departments at both domestic and international airports. An AVCARD account integrates with the customer's existing WEX account, so you only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at

7,500 locations in more than 190 countries. With an AVCARD account, customers automatically participate in their Contract Fuel Program, which facilitates savings on jet fuel virtually everywhere in the world. Additionally, AVCARD's online interface allows customers to:

-View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.).

-Prearrange fuel and services.

-Log in to obtain contract fuel pricing.

-Request a firm Price Quote by email.

-Report a lost or stolen card online or use the toll-free number during business hours.

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

Marina: Customers can purchase gasoline and diesel fuel at marine fueling locations through a combination of:

-Direct acceptance of the WEX Card at marinas with branded oil locations through electronic point of sale systems

-At any of the more than 9,500 marina locations that accept a Mastercard worldwide. The WEX Card and WEXPay would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

DRIVERDASH MOBILE APP

With DriverDash, a digital wallet version of the WEX Card, drivers authorize EV and fuel transactions from within their vehicle. This app simplifies transactions, reduces the need for physical cards that may be misplaced, and enhances security by mitigating issues like skimming and inaccurate odometer readings. DriverDash captures receipts electronically, so drivers spend less time at the pump and more time on the road.

For conventional fueling, DriverDash is available at approximately 38,000 fueling stations across the continental U.S., including most Shell®, Exxon™, Mobil™, Phillips 66®, Conoco®, 76®, and Valero stations. WEX actively works to expand acceptance among our merchant network.

For EV charging, DriverDash features universal acceptance at our growing network of over 146,000 charging stations coast to coast. DriverDash is also the most secure transaction platform currently available, as the app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data collection and reporting.

WEXPAY

WEXPay is a tool that enables out-of-network purchases at additional merchants in the Mastercard network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, this tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay in conjunction with your WEX Card lets you set the rules for your drivers, controlling merchant, transaction, and even product type limits. We apply those limits to both WEX Card and WEXPay transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline purchasing and operations.

WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by an automated voice response system (IVR) is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the IVR prompts for card number, card expiration date, prompt ID, purchase amount, and product. The WEX system applies purchase controls based on the product selected by the merchant and collects similar levels of purchase data, including Prompt ID and odometer. Details of the purchase are integrated into your WEX invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

		WEX PAYABLES The WEX Payables solution includes purchasing cards and virtual cards. This product set expands purchasing capabilities beyond the proprietary WEX Fleet card network by utilizing the Mastercard Network. WEX Payables cards, available in both physical and virtual formats, broaden the range of accepting merchants and reduce product restrictions compared to the WEX Fleet Card. This solution is ideal for members who require the flexibility of an open-loop solution rather than a proprietary fleet card.	
76	Demonstrate your capabilities and abilities for payment services and data collection from use at EV charging stations and EV charging networks.	WEX is an e-Mobility Service Provider (EMSP) capable of facilitating EV charging sessions and payments directly from a fleet's existing WEX account. This allows WEX to issue one card that WEX directly integrates with our EV acceptance network partners, preventing a fleet from having to have multiple accounts with various networks, manage card-on-file payments, and download and manage multiple apps. All of the data flows back through a fleet's WEX account, like any other payment, allowing the fleets to have one place to manage all driver payments for consolidated reporting and one invoice on the fleet's existing line of credit with WEX. RFID WEX simplifies paying for and tracking fueling and charging events. Rather than using a different payment method for each charge point operator, your drivers can use a single WEX EV RFID card at any of our growing network of 146,000 public charging stations in North America, including ChargePoint, EVGo, Flo, Blink, AmpUp, Noodoe, EV Gateway, and EVConncet. You can use your WEX account for all fueling and charging transactions, and receive one integrated invoice and set of reports. Transactions initiated with an RFID do not currently go through our authorization process. This is because: - Chargepoint operators/networks currently work on a whitelist process for access, granting permission to charge when an RFID is used to initiate a transition - Most charging stations are not capable of prompting or input from drivers, so the transaction data and controls applicable to physical forms of payment (like RFID) are limited DRIVER DASH DriverDash, a digital wallet version of the WEX Card accepted at all 146,000 public charging stations in the WEX network, is the most secure, data-rich EV transaction platform currently available.The app captures odometer prompts and Prompt ID, and applies your fleet purchase controls to EV transactions for comprehensive data. Drivers authorize transactions from within their vehicle, and use the app to simplify transactions, reduce the need for physical cards that may be misplaced, and enhance security by mitigating issues like skimming and inaccurate odometer readings. DriverDash also supports Digital Instant Issuance functionality. Once the account is set up, WEX can replace physical cards lost, stolen, or damaged with a digital card within an hour. DriverDash also features route-planning functionality, allowing drivers to plan routes while factoring in variables like battery level, added weight, climate control usage, and more.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Examples	Offered *	Comments	
77	Payment solutions for:	Fuel, oil, fluids for vehicles, aircraft, watercraft	(•) Yes ( ) No	Please see Table 7A, which describes our product categories (fuel, oil, fluids, etc.). Table 7A also describes our AVCARD (aircraft) and Marina payment options.	*

78		Electric vehicle charging and station fees	(•) Yes ( ) No	Please see Tables 5A and 7A which describe WEX's comprehensive En-Route, At-Home, Depot, and EV analytics offerings.	*
79		Vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services	(•) Yes ( ) No	Please see Table 7A, which describes our AVCARD (aircraft) and Marina payment options.	*
80	Complementary offering of services, including, but not limited to:	Card issuance, replacement and account customization	(•) Yes ( ) No	The standard WEX Card contains both a traditional magnetic strip, and an embedded microchip which increases data security by encrypting information while reducing potential for white plastic or card-card counterfeiting. Account and card information are read at the point of sale, and validated in our systems with Level III data obtained during the transaction. The standard card expiration term is five years (60 months) for chip cards due to their thicker, sturdier plastic. WEX begins the card renewal process 45 days prior to expiration to ensure that drivers are never without an active card. Numbering and Customization Our customization capabilities include two lines for identification: The first line usually designates the account, while the second line identifies the associated equipment or driver. Each line accommodates up to 32 characters. The account number, card number, and expiration date are displayed on the front of the card, and the card's number, expiration date, and prompt are embedded in the card's technology. Card Delivery and Replacement WEX processes requests for new or replacement cards (due to loss, damage, theft, etc.) within one business day. WEX Cards can be delivered using the carrier specified by the customer (e.g., the U.S. Postal Service for standard shipping, or FedEx for expedited orders). For expedited shipping, you may use your own shipping account, or be charged a fee. Card Assignment and	*

				Transaction Authorization A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID, depending on your preference) and the odometer reading of the vehicle in order to receive transaction authorization. Each Prompt ID can be assigned to one, many, or all cards on the WEX account. WEX can generate Prompt IDs at random, or you may assign them. This four (4) or six (6) digit number can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred). For example, for driver-assigned cards, the driver would enter a Prompt ID associated with the vehicle; conversely, vehicle-assigned cards typically associate the Prompt ID with the driver. The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization processes act as a security measure, and provides a layer of protection against fraudulent activity.	
81		Transaction processing and payment settlement, transaction statement and reporting	(•) Yes ( ) No	Please see Table 6A which describes our payment options. Please see Table 5A which details our transaction statement, reporting, and analytics.	*
82		Fleet data analytics, integrated telematics	(•) Yes ( ) No	Please see Table 5A, which describes our analytics, reporting, and telematics solutions.	*
83		Private-site fuel location payment or data services	(•) Yes ( ) No	Please see Tables 5A and 5B, which describe our private-site fuel payment and data services	*
84		Digital and mobile applications	(•) Yes ( ) No	Please see Tables 5A and 7A which describe our WEXConnect (fuel finding), and DriverDash (digital wallet) mobile applications.	*

85		Training and technical and customer support	◉ Yes ○ No	Please see Table 3, which describes our Account Management, Technical, and Customer Support. Please see Table 5A, which describes our training program.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	◉ Yes ○ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - WEX Sourcewell Pricing Documents.zip - Monday March 03, 2025 15:18:02
- Financial Strength and Stability - WEX-Annual-Report-2023.pdf - Friday January 17, 2025 08:05:42
- Marketing Plan/Samples - WEX_Public Sector Marketing Example.pdf - Thursday February 20, 2025 11:31:22
- WMBE/MBE/SBE or Related Certificates - WEX Vendor Inclusion and Diversity Program Overview.pdf - Thursday February 20, 2025 12:00:22
- Standard Transaction Document Samples - WEX Sourcewell Standard Transaction Documents.zip - Monday March 03, 2025 16:13:05
- Requested Exceptions - WEX Sourcewell Exceptions and Account and Services Agreement.zip - Monday March 03, 2025 15:18:23
- Upload Additional Document - WEX-2023-Sustainability-Report.pdf - Tuesday February 25, 2025 15:20:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Price, President & CEO, WEX Bank

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_030625_Fleet_Payment_Solutions Wed February 26 2025 02:54 PM	☑	2
Addendum_3_RFP_030625_Fleet_Payment_Solutions Tue February 25 2025 01:01 PM	☑	2
Addendum_2_RFP_030625_Fleet_Payment_Solutions Fri February 21 2025 02:16 PM	☑	1
Addendum_1_RFP_030625_Fleet_Payment_Solutions Thu January 16 2025 03:40 PM	☑	2

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

RFP #030625
REQUEST FOR PROPOSALS
for
Fleet Payment Solutions with Related Services

Proposal Due Date: March 6, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Payment Solutions with Related Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 6, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	January 16, 2025
Pre-proposal Conference:	February 12, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	February 26, 2025, 4:30 p.m., Central Time
Proposal Due Date:	**March 6, 2025, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	March 6, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and master agreement award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

    a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

    b. Payment solutions for electric vehicle charging, station fees; and,

    c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above, Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

3. This solicitation does not include that equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:

a. Fleet Management Services (RFP #030122);
b. Fleet Electrification Transition Planning, Management, and Related Services (RFP #051123);
c. Garage and Fleet Services (RFP #031224);
d. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services (RFP #081524);
e. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624);
f. Fleet Management and Related Technology Solutions (RFP #102924); and,
g. Electric Vehicle Supply Equipment and Related Services (RFP #021825).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 500 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

such proposal must be prepared independently and without cooperation, collaboration, or collusion.

3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the master agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
    a. A comprehensive selection of the requested equipment, products, or services;
    b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
    c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

WEX Account and Services Agreement and Participating Addendum Under Sourcewell Master Contract No. 030625

This WEX ACCOUNT AND SERVICES AGREEMENT and PARTICIPATING ADDENDUM UNDER SOURCEWELL MASTER CONTRACT No. 030625, together with the related credit application, schedules, and amendments (collectively, the "Agreement") govern the establishment and use of one or more accounts and associated cards and services provided by WEX Bank, a Utah industrial bank ("Issuer"), to the business that has been approved by Issuer to receive such account(s) and services ("Customer"). Issuer and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

GENERAL TERMS

1. Use of Account.

1.1 Subject to the terms and conditions of the Agreement and Issuer's approval of Customer, Issuer agrees to provide one or more Accounts and associated Cards for Customer's use. Issuer will process Transactions on the WEX Network or on a Third Party Network as specified in the applicable Schedule. Customer and Account Users designated by Customer may only use the Account in accordance with this Agreement. Any Affiliate of Customer may participate under this Agreement if such Affiliate **(a)** agrees to the terms of this Agreement by executing an Affiliate Agreement Form as provided by Issuer, and **(b)** is approved by Issuer in its sole discretion.

1.2 Customer agrees that the Account and associated Card(s) may only be used for business purposes, and not for any personal, family, or household purposes, or for any purchase of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges, all of which are prohibited. Customer shall maintain and comply, and shall ensure that Account Users comply, with its policies and controls to ensure strict compliance with the foregoing.

1.3 In connection with Customer's use of the Account, Issuer will provide access to Issuer's online account management system, websites, mobile applications, or other electronic online products, as applicable (each and collectively, the "Online Portal"), for Customer and its Account Users to manage the Account and Cards, view Transactions, and run reports. The Online Portal may only be used in connection with Customer's use of the Account and subject to the policies and terms of use posted therein, the terms of this Agreement, and any additional terms and conditions otherwise provided or made available to Customer by Issuer. Access to and use of the Online Portal by Customer and designated Account Users shall also be in accordance with, and subject to, Issuer's security protocols and policies including, without limitation, third-party user agreements and terms and conditions. Customer shall not, and shall ensure Account Users do not, tamper with, compromise, or attempt to circumvent any physical, technical, or administrative controls or security measures or otherwise compromise the security of the Online Portal.

2. Account Users.

2.1. Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and IDNs; **(b)** provide all Account User information and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered by Issuer or any of its Affiliates. Customer 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 actual, implied or apparent authority to act on Customer's behalf, and unless Customer reports any errors in the provided information, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any misuse of Cards or Accounts.

2.2. Customer will provide prompt notice of any change or removal of any contact or Account User or any revocation of any Account User's authority, either in writing, by telephoning Issuer's customer service department, or through the Online Portal. Customer shall remain liable for all Transactions and Unauthorized Use until such notice is received by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed by Issuer.

2.3. Customer agrees to keep IDNs confidential and ensure that its personnel and Account Users do not disclose any IDN. Customer is liable for any Unauthorized Use that results if Account User or other personnel discloses an IDN or writes an IDN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer may in its sole discretion extend credit and establish Accounts. Issuer may, at any time, investigate the financial condition of Customer or as applicable, its Affiliates. If Customer is not a publicly traded Customer, at the request of Issuer, Customer shall promptly furnish Issuer with copies of its most recent financial statements acceptable to Issuer that were prepared no later than one hundred twenty (120) days following the end of its fiscal year. Customer shall provide financial statements prepared in accordance with generally accepted accounting principles consistently applied and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer.

3.2 Issuer will inform Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. If Customer exceeds its Credit Limit, at Issuer's request, Customer shall immediately pay the amount over the Credit Limit and any associated fees as set forth in the applicable Schedule or the entire balance due on the Account.

3.3 Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, and specifically in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

(including Transactions authorized but not yet posted) exceed the Credit Limit.

4. Card Controls.

4.1 Customer may request via the Online Portal that Card Controls be applied to the Account. The availability and effectiveness of Card Controls are dependent upon each merchant's adoption of WEX Inc.'s ("WEX") Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. Card Controls for Cards processing Transactions on a Third Party Network may also be dependent on information provided by the Third Party Network provider, such as their categorization of the merchant. In addition, some Card Controls are not enforceable at point-of-sale terminals due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Card Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Card Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Card Controls on its portfolio of accounts. Issuer will use reasonable efforts to inform Customer after any modification to a Card Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer's specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Card Control parameters.

4.3 Default Card Control values are modified through the Online Portal. More detailed information and certain limitations regarding Card Controls are provided online. Only Transactions submitted for authorization are subject to Card Controls and those Card Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Card Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Card Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Card Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Card Control settings selected by Customer or the effectiveness of such controls.

5. Billing and Payments.

5.1 Issuer will provide or make available to Customer Transaction data or a billing statement, as applicable, for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date, as specified on the billing statement. Customer is encouraged to receive billing statements electronically and make payments electronically to ensure that each payment posts by the applicable Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.

5.4 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.5 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

5.6 Customer may be offered discounts and/or rebates from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all product types. In addition, certain conditions in order to earn or receive the rebate or discount, such as but not limited to, maintaining the Customer's Account in good standing, will apply and be provided to Customer when such offers are made.

6. Additional Products and Features

6.1 Reports. Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. Customer is responsible for reconciling that data. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

6.2 Modifications. Issuer will deliver to Customer enhancements, updates or upgrades to the Cards, Accounts, and Card Controls that Issuer makes generally and commercially available to other similarly situated customers without any additional fee. In the event Customer requests additional modifications, including to the online application, and Issuer makes a reasonable business determination that the requested modifications or technical support entail specialized modifications or services different from the kind or amount provided to other similarly situated customers (including, but not limited to, custom software or operational development work or assistance to enable interfacing with a non-supported, unusual, or proprietary system), Issuer will inform Customer if the requested modification may be available as a service from an Affiliate of Issuer, subject to additional fees and other applicable terms as set forth in a separate statement of work as agreed between such Affiliate and Customer. Issuer, in its sole discretion, may decline to make any modifications, including if such modifications will impact other customers of Issuer. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement, or provided in connection with the Account in which Customer or an

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

Account User has enrolled, upon thirty (30) days' prior written notice to Customer, and without such notice due to changes in law or if required by regulatory authorities.

7. Late Fees.

7.1 If Customer fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply as set forth in the applicable Schedule. Customer will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement.

7.2 Issuer will not charge a Late Fee if the unpaid portion of the invoice as of the Due Date is $10 or less.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay any additional fees and applicable sales taxes in the amounts and as described in the applicable Schedule.

9. Disputed Amounts.

9.1 In General. Customer shall use its best efforts (but in no event less than commercially reasonable efforts) to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction. For any disputes which cannot be resolved with a merchant directly, Customer may dispute a Transaction if: **(a)** the amount does not reflect the face value of the Transaction (*e.g.*, based on the amount charged by the merchant or reflected in a receipt from the merchant); **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for the amount, as further described in the applicable Schedule.

9.2 WEX Network. Transactions on the WEX Network must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. All billed charges must be paid in full regardless of reported disputes. Upon receipt of a dispute, including any supporting documentation required by Issuer, Issuer will use reasonable efforts to investigate the dispute. In the event that Issuer determines the dispute is due to an error by Issuer, Issuer will, as Customer's sole and exclusive remedy, correct applicable data or reports, including invoices, if any. If the dispute is related to an act or omission of a merchant, the Transaction may qualify for chargeback to such merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with such merchant. Any chargeback paid by the merchant to Issuer will be credited to the applicable Account. Customer may be liable for the Transaction if the disputed item is not due to an error by Issuer and cannot be charged back to the merchant.

9.3 Third Party Network. If a Transaction is processed on a Third Party Network, such Third Party Network rules shall govern the dispute process, including in the event a longer dispute window is permitted or required. Upon receipt of a dispute, including any required supporting documentation, Issuer will submit the dispute to the Third Party Network provider in accordance with the Third Party Network rules. Customer agrees to pay any costs assessed by the Third Party Network provider in connection with chargebacks (whether successful or not), if applicable. Any chargeback paid by the merchant to Issuer will be credited to the relevant Account. Customer is liable for the Transaction if the Transaction cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use: **(a)** that occurs if a Card or Account is lost, stolen or is otherwise compromised; or **(b)** that occurs before Customer provides Issuer with immediate notice as required in this Agreement or by applicable law or card association rules that a Card is lost or stolen or other possible Unauthorized Use of an Account; or **(c)** Issuer determines that such Unauthorized Use could have been prevented by Customer if it had maintained and followed reasonable security precautions and controls surrounding the Cards or Accounts. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card. Notwithstanding the foregoing, if a Transaction is processed on a Third Party Network, then in the event the rules applicable to the Third Party Network mandate greater protection for Customer, the applicable Third Party Network rules will prevail.

10.2 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will report to Issuer immediately via the Online Portal or by calling the customer service number set forth on their Cards or as specified in the applicable Schedule. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.3 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

10.4 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars ($50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

11. Representations and Warranties by Customer.

Customer represents and warrants to Issuer that: **(a)** the person signing this Agreement on behalf of Customer has the requisite power and authority to contractually bind Customer under this Agreement; **(b)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(c)** Customer's execution and performance of this Agreement **(i)**

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty of Customer arising at law or in equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** has been duly authorized by all necessary organizational action of Customer.

12. Other Obligations of Customer.

12.1 Customer shall provide information and documentation requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users

12.2 For Issuer's compliance with banking and credit underwriting standards, Customer shall provide written notice to Issuer: **(a)** in advance of any change to its legal name or in the ownership of Customer; **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets; **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings; or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

13. Amendment.

Customer agrees that Issuer may change any part of this Agreement, including without limitation the rates, charges, fees and other terms of this Agreement, and that Issuer may introduce new rates, charges, fees and other terms of this Agreement to the fullest extent permitted under applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted under applicable law. Issuer will provide at least thirty (30) days' prior written notice to Customer before making any such changes.

14. Term and Termination.

14.1 Term; Termination. This Agreement is effective upon the date of the last signature hereto and will continue for a period of five (5) years (the "Initial Term"), unless earlier terminated pursuant to the terms of the Agreement. Thereafter, the term of the Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.

14.2 Issuer may terminate this Agreement during the Term for any reason. Issuer will provide notice of termination if required by applicable law, provided that Issuer may terminate Inactive Accounts without notice. Termination of all Accounts will automatically terminate this Agreement. Customer may terminate the Agreement after the Initial Term upon ninety (90) days' prior notice to Issuer, either in writing or by calling the number on the back of Customer's Cards. Issuer's right to terminate this Agreement pursuant to this Section 14 is in addition to Issuer's termination rights otherwise set forth in this Agreement, including without limitation under Section 15 (Default by Customer).

14.3 Termination Fee. In the event of the termination of this Agreement **(a)** by Issuer for cause, or **(b)** by Customer during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made from Customer to Issuer, and Customer shall make all outstanding payments due prior to the date of termination. Customer acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Agreement is terminated as set forth in (a) or (b) above. Accordingly, in the event of such termination, Customer shall pay a fee for termination ("Termination Fee") as set forth in the applicable Schedule to this Agreement. The Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Termination Fee. Customer acknowledges that Customer shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.

14.4 Obligations Upon Termination. In the event the Agreement is terminated by Customer, any rebates payable to Customer by Issuer or WEX, as the case may be, shall immediately terminate and the standard fees set forth in this Agreement (i.e., without any rebate or discount) shall apply for the remainder of the Term. After termination, Issuer shall have a reasonable amount of time to terminate the Account. Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.5 Survival. Notwithstanding the termination of the Agreement as set forth herein, the terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full (including all amounts owing on an Account and charged under this Agreement) and Customer has performed all of its obligations under this Agreement. Those provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement in order to give them full force and effect will survive the termination or expiration of this Agreement, including the Parties' confidentiality obligations.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its Affiliates; or **(h)** any event described in this Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law or in equity. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the Billing Cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement. If Issuer suspends all services and obligations, Customer agrees to pay any applicable Reactivation Fee set forth in this Agreement.

16. Foreign Transactions.

16.1 Accounts and Cards are issued for use by Customer's United States based operations. Customer may not distribute a Card to a Person based outside of the United States. If Transactions are made in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as set forth in the applicable Schedule.

16.2 Any Transaction made in a foreign currency shall be converted into U.S. Dollars 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 an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

17.1 Issuer and its Affiliates are not liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.2 Issuer and its Affiliates are not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any Card Control, fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waiver of Jury Trial.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by overnight courier or U.S. certified mail to the last known address in Issuer's records.

19. Dispute Resolution.

19.1 In accordance with the procedures outlined in this Section 19 (Dispute Resolution), any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, or under any applicable law, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement ("Dispute") will be resolved expeditiously, amicably, and at the level within each Party's organization most knowledgeable about the Dispute. Throughout the Dispute resolution process, each Party will continue to perform its obligations under this Agreement. No Dispute may be pursued as part of a class action or other representative action; disputes brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any Dispute on a class or representative basis and may award relief only on an individual basis. Disputes of two (2) or more Persons may not be combined in the same arbitration.

19.2 General. The complaining Party's representative will notify the other Party's representative in writing of a Dispute, and the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible. In the event that such matter remains unresolved ten (10) Business Days after the delivery of the complaining Party's written notice, senior representatives of each Party will confer in an effort to resolve the Dispute. If the Parties do not reach a resolution of the Dispute, it will be resolved by binding arbitration in accordance with the terms of this Section 19 (Dispute Resolution), except as otherwise set forth below. A Party who fails or refuses to submit to arbitration following a lawful demand by any other Party will bear all costs and expenses incurred in compelling arbitration of any Dispute.

19.3 Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association ("**AAA**") and conducted in accordance with the AAA

Commercial Arbitration Rules, or such other administrator and rules as agreed by the Parties. If there is any inconsistency between the terms of this Agreement and any such rules, the terms in this Agreement will control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose law governs this Agreement, or as selected by the administrator if no agreement can be reached ("**Arbitration Location**"). The Parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). All statutes of limitations applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. A judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.

19.4 No Waiver; Provisional Remedies. The Parties agree that pursuing arbitration of a Dispute will not limit a Party's right to seek provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute resolution activity. The exercise of any such remedy will not waive the right of any Party to compel arbitration or referral under this section.

19.5 Arbitrator Qualifications and Powers; Awards. Arbitrators must be active members of the official licensing organization for attorneys in the Arbitration Location or retired judges of the judiciary of the Arbitration Location, with expertise in the substantive applicable law relating to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (a) will resolve all Disputes in accordance with the substantive Governing Law as set forth in Section 23.3 (Governing Law); (b) may grant any remedy or relief that a court of the Governing Law jurisdiction could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of this Agreement); and (c) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the Governing Law jurisdiction. Any Dispute in which the initial amount in controversy is One Million Dollars ($1,000,000), or its equivalent, or less may be decided by a single arbitrator. Any Dispute in which the initial amount in controversy exceeds One Million Dollars ($1,000,000), or its equivalent, will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

19.6 To the maximum extent practicable, the arbitrators and the Parties will take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute. No arbitrator or other Party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a Party required in the ordinary course of its business, by Applicable Law, or to the extent necessary to exercise judicial review rights as set forth herein.

19.7 In all Disputes, the substantially prevailing Party is entitled to recover its reasonable legal counsel fees, and other legal expenses from the other Party.

20. Confidentiality.

All information furnished by or on behalf or either Party or any Affiliate of Issuer in connection with this Agreement will be kept confidential, using the same degree of care it uses to safeguard its own confidential information (but in no event less than commercially reasonable care), and will be used by the other Party only in connection with this Agreement or as otherwise expressly set forth herein, except to the extent that the information: **(a)** was in the possession of the receiving Party without restriction on disclosure at the time of the disclosure ; **(b)** was provided to the receiving Party by a third party who was not under a restriction on disclosure with respect to such information; **(c)** is or has become publicly available other than through an act or omission of the receiving Party in breach of this Agreement or other restriction on disclosure; **(d)** was independently developed by the receiving Party without reference to the disclosing Party's confidential information or **(e)** is required by law to be disclosed, provided that notice of the disclosure has been given (unless such notice is legally prohibited) to the disclosing Party by the receiving Party, which notice, to the extent practicable, shall be given sufficiently in advance of the proposed disclosure to permit the disclosing Party to contest the validity or scope of the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its Affiliates or third-party servicers in connection with the operation and maintenance of Account or Cards, and Customer expressly agrees to these disclosures and use of information, provided that such Affiliates and third-party servicers agree to maintain the information in confidence. If Customer requests Issuer to provide Customer's information to any of Customer's third-party service providers in connection to Customer's use of Account or Card, Customer will defend, indemnify and hold harmless Issuer and its Affiliates, and their respective employees, officers, directors, agents, assigns and successors-in-interest against any and all claims, actions, proceedings, demands, judgments, losses, expenses, damages, liabilities, fines or penalties arising from or relating thereto. In addition, Customer agrees and understands that Issuer may use data and statistics generated from Transactions, including to provide or develop additional products and services and as set forth in Section 21 (Program Information). Further, for the avoidance of doubt, Customer may disclose information it is legally required to disclose pursuant to any applicable open records requests laws, provided that Customer will notify Issuer of the request prior to disclosure and honor any provisions of such laws that allow redaction of proprietary or trade secret information.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its Affiliates own and may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "**Program Information**") for the purpose of operating

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

Issuer's and its Affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its Affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its Affiliates, including but not limited to WEX, and third parties may contact Customer to offer additional products or services. If Customer chooses to enroll in any such product or service offered by Issuer, its Affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the following website: https://www.wexinc.com/privacy-policy/. Issuer and its Affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement nor any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Any actual or attempted assignment or delegation contrary to the terms of this Section 22 (Assignment) will be null and void. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Issuer may monitor communications (including telephonic) between its employees and its customers. Customer consents to such monitoring and recording of communications and agrees to inform employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.2 Issuer's obligations under this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to: acts of God, civil disturbance, war, acts of government, natural disasters, pandemic, epidemic events, strikes or any other general labor disputes, widespread technology events, or telecommunication failures.

23.3 Governing Law. This Agreement, and all Disputes, will be governed by and construed in accordance with what the Parties have agreed to regarding governing law in the State's Exceptions Appendix.

23.4 Customer understands and acknowledges that this Agreement and Customer's receipt of Account(s) and services herein are subject to Issuer's approval of Customer. Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.5 No course of dealing between the Parties, and no delay or omission by Issuer to exercise any right under the Agreement, shall impair such right or be construed to be a waiver of any default, and no waiver by Issuer of any breach of this Agreement will be construed as waiver of any subsequent breach. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No amendment, or other variation of the terms, conditions, or provisions of the Agreement by other than Issuer shall be binding on Issuer unless in writing and signed by an authorized representative of Issuer, and then only to the extent set forth in such writing.

23.6 No Person other than a Party to this Agreement or any Schedule hereto shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third-party beneficiary of this Agreement.

23.7 Except as otherwise provided in this Agreement, all notices shall be in writing and deemed received (a) when personally delivered, (b) at the time of delivery, if sent via reputable overnight courier with tracking capabilities, or (c) on the fifth Business Day after mailing if sent via postage prepaid certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in the application for credit or at such other address as the applicable Party may indicate from time to time. Additionally, notices may be sent by email via any nationally recognized SMTP delivery service, and deemed received on the day of sending, to Issuer at legalnotices@wexinc.com, to Customer at an email address provided by Customer or normally used by an Account User for business communications with Issuer. For the purposes of this Section, all times are to be the local time in the place of deemed receipt; and if deemed receipt under this Section is not within business hours (meaning 8:00 am to 5:00 pm Monday to Friday on any Business Day), the notice shall be deemed to have been received at 8:00 am on the next Business Day. The Parties agree to waive any claim that an electronic transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of an email constitutes the "best evidence" and an "original" of such a writing.

23.8 Customer agrees that Issuer may: **(a)** include the name, logo, and success stories of Customer on Issuer's website and in press releases, presentations, promotional and sales literature, and advertising materials; and **(b)** identify Customer as a customer in Issuer's published customer list, earnings reports, and in response to third-party inquiries.

23.9 If any portion of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions shall remain in full force and effect and shall continue to be binding upon the Parties.

23.10 This Agreement, any notices in connection with this Agreement, any relevant provisions of Sourcewell Master Agreement No. 030625, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written,

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

among the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. This Agreement and any notice may be executed by a Party in the form of an "**Electronic Record**" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. 7001 et seq. (**"ESIGN Act"**)), and an "**Electronic Signature**" (as defined in the ESIGN Act) of a Party that can be authenticated will constitute an original and binding signature of such Party.

23.11 Customer consents to be contacted by Issuer and its agents, representatives, Affiliates, or anyone calling on Issuer's behalf for any and all purposes arising out of or relating to Customer's Account or Card, at any telephone number, or physical or electronic address provided by Customer or an Account User or at which Customer or an Account User may be reached. Customer agrees that Issuer may contact Customer and Account Users in any way, including SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by an Account User or someone else. In the event that an agent or representative calls, they may also leave a message on Customer's or the Account User's answering machine, voice mail, or send a message via text.

23.12 In the event of any conflict between the General Terms of this Agreement and the terms of any Schedule hereto, the terms of any such Schedule shall govern unless the General Terms of this Agreement expressly indicates otherwise

23.13 If Customer is a state entity or otherwise subject to a statutory appropriations framework, and any state or federal action eliminates the appropriation or availability of funding needed to make payment pursuant to this Agreement, then Customer shall have the right to terminate this agreement upon thirty (30) days written notice to Issuer. However, Customer will not be entitled to a refund of prepaid fees, Customer remains responsible for all fees for all services actually performed up to the date of termination, and Customer will remain liable for all transactions and agrees to pay Issuer in full.

24. Definitions

24.1 "Account" means a credit line which may be unsecured or secured, or any other account, extended to Customer by Issuer. An Account may be accessed by a Card, an account number, or other approved access method.

24.2 "Account User" means Customer or any other entity or individual that Customer has informed Issuer is authorized to use the Account or a Card. The Account Users may include employees or independent contractors or other users who have been given a Card or access to an Account.

24.3 "Affiliate" means any present or future entity that, directly or indirectly, controls, is controlled by, or is under common control with either Party. For the purposes of this definition of Affiliate, "control" (including "controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities or membership interests, as trustee, by contract or otherwise.

24.4 "Billing Cycle" means the time interval between the dates of Customer's regular billing statements. Customer's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

24.5 "Business Day" means Monday through Friday, excluding holidays observed by banking institutions in the state of Utah.

24.6 "Card" means an approved Account access method, physical (*e.g.*, plastic), digital or virtual card, account access device, payment device, or other technology, medium or form through which payments are enabled under this Agreement.

24.7 "Card Controls" are a set of authorization tools designed to assist Customer with managing Transactions.

24.8 "Credit Limit" is the amount of credit assigned to Customer's Account as established by Issuer from time to time at its sole discretion.

24.9 "IDN" means the identification number associated with an Account User or Card.

24.10 "Inactive Account" means an Account which has no Transactions for a twelve (12) month period.

24.11 "Due Date" means the date the repayment of the balance of the Account is due as set forth in a billing statement. Such date may be called "Payment Date" in a billing statement.

24.12 "Guarantor" means any Person who guarantees the obligations of Customer under this Agreement.

24.13 "Person" means an individual, corporation, limited liability Customer, partnership, trust, association or any other entity or organization.

24.14 "Schedule" means an attachment to this Agreement which contains additional terms and conditions specific to the products or services to be provided by Issuer or an Affiliate of Issuer to Customer or its Affiliates, and any associated costs or fees.

24.15 "Third Party Network" means a credit card payment network operated by a third party (e.g., Mastercard).

24.16 "Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

24.17 "Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

24.18 "WEX Network" means the card payment network operated by WEX Inc.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the dates set forth below and made effective as of the date of the last signature.

Customer	**WEX Bank**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

WEX Mobility - NAF Schedule

This WEX Mobility - NAF Schedule ("Schedule") forms a part of the WEX Account and Services Agreement and Participating Addendum under Sourcewell Master Contact No. 030625 between Issuer and Customer ("Agreement") and is subject to the General Terms of the Agreement. Terms that are capitalized but not defined in this Schedule will have the applicable meaning given in the General Terms.

Card Program: **WEX Universal for Government Fleets**

Customer Service Number: 1-866-544-5796 (which may be updated from time to time)

EDGE Network Eligible? **No**

Rates and Fees

Cure Period for Default Annual Interest Rate: Twelve (12) consecutive Billing Cycles without Payment Default.

Program Fees		
Set-up Fee		**WAIVED**
Monthly Card Charge		**WAIVED**
Replacement Card Fee	**Standard Card**	WAIVED
	Chip-enabled Standard Card	WAIVED
	Enhanced Card	WAIVED
Late Fee		**Greater of $75 or 7.99% (for monthly Billing Cycle) of Total Outstanding Balance on the Calculation Date**
Reproduced Reports		$25.00 per request
General Research Fee		$15.00 per hour
Expedited Shipping Fees		Cost varies
International Currency Conversion Fee (WEX Network)		2.00% of the total transaction value
Returned Payment Fee (NSF/ACH)		$50.00 per occurrence
Reactivation Fee		$50.00 per occurrence (max fee of $50.00 per Billing Cycle)
Truck Stop Fee		$3.00 per swipe at a Truck Stop[1]
Paper Delivery Fee		$10.00 per month for paper reporting
Clearview Essentials		WAIVED
Clearview Advanced		$.0.50 per active card, per month
Private Site Transaction Fee		$.0.15 per transaction

[1] At Tier 1 truck stops

Pricing for additional products and services is available upon request or reflected on the applicable schedule or enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

Additional Terms and Conditions

A. Definitions.

1. **"Calculation Date"** means the earlier of (a) the posting date for Customer's payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred.
2. **"Cross Border Fee"** means a fee applied to any Transaction on a Third Party Network when the country code of the merchant and the country code of the Account User are not the same. As an example, if Customer located in the US and it uses the U.S. issued card to make a purchase in Canada, then the cross-border transaction fee established by the applicable Third Party Network shall apply. The Third Party Network may establish different Cross Border Fees applicable to the card numbers that are issued from different regions.
3. **"Currency Conversion Fee"** means a multi-currency conversion fee applied to any Transaction that is billed through a Third Party Network in a currency other than the contractually agreed upon billing currencies of the BIN used for the Transaction. The Third Party Network will convert the Transaction to the billing currency at the exchange rate determined by such Third Party Network (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.
4. **"Enhanced Card"** means a Card which is capable of completing Transactions on both the WEX Network and a Third Party Network.
5. **"Private Label"** means a Card accepted for payment at limited locations within the WEX Network.
6. **"Standard Card"** means a Card capable of completing Transactions on the WEX Network.
7. **"Total Outstanding Balance"** means the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have been posted to the Account, through the Calculation Date.
8. **"Truck Stop"** means fuel distribution sites owned or operated by Love's, Pilot, Flying J, or Travel Centers of America, and includes (but is not limited to) distribution sites that sell fuel and have islands that can accommodate tractor trailers in addition to providing other services required of the over-the-road trucking market such as vehicle repair facilities, showers, and parking spaces to accommodate tractors and trailers.
9. **"Universal Cards"** means a Card accepted for payment at all locations in the WEX Network.

B. Use of Cards.

1. Customer and Account Users designated by Customer may use the Account in accordance with this Agreement to make purchases at merchants participating in the WEX Network. If Customer is approved for an Enhanced Card, the Account may also be used to make eligible purchases at merchants participating in a Third Party Network.

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

3. Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account.

C. Billing and Payment.

1. Customer agrees to pay for all Transactions occurring on its Cards or Account(s), plus all accrued Fees as set forth in the table above, including any Late Fees, and applicable sales taxes. The Due Date generally will be between twenty-two (22) days and fourteen (14) days after the end of the Billing Cycle, as designated by Issuer at the time of Account setup, although there may be variations.

2. Payments made by paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account. For payments not made by paper check, payments made: (a) by 3:30 p.m. ET on a Business Day will be posted on that Business Day; and (b) after 3:30 p.m. ET (or payments made on a day other than a Business Day) will be posted on the following Business Day.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

3. If a Payment Default occurs, then a Late Fee will apply to the Total Outstanding Balance. The Late Fee is specified in the table above, not to exceed the amount allowable by applicable law. For Billing Cycles other than monthly, the percentage rate used in the Late Fee calculation will be prorated based on the length of the billing cycle in relation to a monthly billing cycle.
4. In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described above. In the event that the Account incurs one or more payments past the payment due date in any 6-month period or makes a payment that is not honored by Customer's bank, Issuer may deem the Customer to be "High Risk" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), and credit limit.
5. Our billing and payment system provides for various Billing Cycle and payment timing options. In the event your desire to change Billing Cycles you must make a request to Fleet Receivables for a Billing Cycle change. Upon receipt of the request, it will be a minimum of thirty (30) business days to change the Billing Cycle. In addition, any changes to Billing Cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly Billing Cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

D. Reserved.

E. Effect of Termination.

1. **Early Termination Fee**. In the event of the termination of this Schedule or the Agreement (1) by Issuer for cause, or (2) by Customer during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made by Customer to Issuer, and Customer shall make all outstanding payments due prior to the date of termination. Customer acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Schedule or the Agreement is terminated as set forth in the preceding clauses (1) or (2) of this Section. Accordingly, in the event of such termination, Customer shall pay a fee for termination ("Early Termination Fee") equal to: (A) Issuer's actual costs of implementation of the services for Customer under this Schedule, plus (B) an amount equivalent to the standard monthly Card fee multiplied by the number of Cards active during the month prior to receipt of such termination notice, with such product multiplied by the number of months remaining in the Term, plus (C) the average interchange revenue from the applicable merchant pool projected for the remainder of the Initial Term based on Customer's average volume during the 12 months preceding receipt of such a termination notice. The Early Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Early Termination Fee. Customer acknowledges that Customer shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.
2. **Repayment of Any Upfront Investment**. To the extent that Issuer or WEX has paid any incentive amount to Customer in advance, or has paid for or reimbursed Customer for any costs of Customer related to implementation or similar startup expenses, or has made any similar payments to Customer, then the following shall apply: If this Agreement is terminated for any reason, other than a breach by Issuer or WEX, prior to the end of the term during which such upfront investment was made, Customer shall repay to Issuer or WEX, as applicable, the entire amount of the upfront investment. Such payment shall be in addition to payment of the Early Termination Fee described in Section E.1 above.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

Incentives Appendix
to Mobility Schedule

A. Definitions

1. **"Centralized Billing"** meaning Customer and each participating Affiliate, if applicable, each receive one bill and make one payment for their Account(s).
2. **"Direct Debit"** means payment of Customer's (and Affiliates, if applicable) Billing Statement by permitting Issuer to directly debit Customer's (or Affiliates, respectively) bank account. Applicable only if Customer elects to enroll in this payment method using the Direct Debit Enrollment Form, as updated by Issuer from time to time.
3. "**Monthly Gallons**" shall mean all gallons of fuel purchased using Cards at retail locations that are billed during a calendar month. Fuel purchased by participating Affiliates shall be included in the Monthly Gallon calculation. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot) and large general merchandise retail chain locations (i.e., "big box stores") is excluded from the Monthly Gallon amount for purposes of determining the applicable rebate percentage to apply. Due to billing cycle cut off dates and monthly calendar variances invoices for a particular month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.
4. "**Monthly Retail Transactions**" shall mean the total amount of all purchases made using Cards at retail (not bulk, aviation, mobile or private site) locations that appear on invoices billed to Customer and any applicable Affiliates in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees); (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot); (iii) transactions that were billed to you as a repriced transaction (either cost-plus or retail minus) at select merchants; (iv) amounts posted to an Account which has been disputed or associated with a Card that has been reported lost or stolen; or (v) transactions at any large general merchandise retail chain locations (i.e., "big box stores"). Due to billing cycle cut off dates and monthly calendar variances invoices may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Customer was invoiced.

B. Billing Cycle

1. Billing Cycle: Monthly

In the event that Affiliates are participating, all entities will have the same Billing Cycle and payment term.

C. Financial Incentives paid by Issuer. Issuer shall pay to Customer the following financial incentives subject to the terms and conditions defined below. Customer understands that it is possible to individually qualify or not qualify for any financial incentives set forth herein.

1. Volume Rebate. Subject to the conditions identified below, Issuer shall pay a monthly rebate, in the accordance with the below rebate table, based on all qualified Monthly Retail Transactions charged to Customer's Accounts.

Rebate Table (Monthly)

D. Volume (Gallon Based) Rebate:

Issuer shall pay a monthly rebate of basis points off all Monthly Retail Transactions charged to Customer's accounts on the Program

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

Rebate – Members that are participating in a Statewide contract under Sourcewell

Monthly Spend	**Basis Points (Rebate Percentage) to member**
No minimum spend requirement	185 basis points (1.85%)

Rebate Table – Non-State Members

Monthly Spend	**Basis Points (Rebate Percentage) to member**
No minimum spend requirement	100 basis points (1.00%)

a. Calculation. Issuer shall commence calculating the Volume Rebate on the first day of the first Billing Cycle after this Schedule becomes effective. The Volume Rebate will be calculated by determining the applicable rebate factor set forth in the Rebate Table above (the "Rebate Factor"), then by determining if Customer (and any Affiliates) have met the conditions set forth above, thereby qualifying for payment of a Volume Rebate. Lastly, for each qualifying entity, Issuer shall multiply the Rebate Factor by the total dollar amount of that entity's qualified Monthly Retail Transactions to determine the Volume Rebate to be paid. If Customer Affiliates participate, the failure of one Affiliate to qualify for a Volume Rebate does not impact the eligibility of other Affiliates for a Volume Rebate payment.

b. Conditions. The Volume Rebate set forth herein is expressly conditioned on the following:

i. Monthly billing;
ii. Electronic reporting;
iii. Issuer's receipt of payment in full within 26 calendar days of the billing date appearing on your invoice;
iv. Credit approval; and
v. Signing a three year contract.

c. Cost of Lending Adjustment. Issuer may, in its sole discretion, decrease the applicable Rebate Factor by the applicable percentage (the "Adjustment Rate") set forth in the table below for every 0.5% (50 basis points) by which the Effective Federal Funds Rate ("EFFR") exceeds 5.25%. Issuer will evaluate the EFFR on a quarterly basis (based on calendar year) on the last day of the relevant quarter, and will apply the Adjustment Rate, if applicable, to the Volume Rebate with respect to the subsequent quarter. Subsequent to any decrease pursuant to this section, if the EFFR decreases, Issuer may, in its sole discretion, increase the Rebate Factor by the same Adjustment Rate, provided that Rebate Factor will never exceed the amounts set forth in the table above.

BILLING/INVOICING FREQUENCY:	ADJUSTMENT RATE:
Weekly	0.01% (1 basis point)
Bi-Weekly	0.02% (2 basis points)
Monthly	0.05% (5 basis points)

Payment. Volume Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Factor. Volume Rebates shall be paid monthly in arrears.

2. Payment Timing Rebate. In addition to the Volume Rebate set forth above, Customer may qualify for an additional rebate based upon Issuer receiving payment prior to the payment due date. Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table of all Monthly Retail Transactions charged to your accounts (the "Payment Timing Rebate"). Customer shall select the billing cycle and payment frequency for the Agreement by placing an X in the "Election" column in the following Payment Timing Table.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

PAYMENT TIMING TABLE

Bill Presentment	**Payment Timing Options: Payment in full within the following calendar days of the billing date appearing on your invoice**	**Basis Points (Rebate Percentage)**
Monthly	0	20 basis points (0.20%)
Monthly	1	19 basis points (0.19%)
Monthly	2	18 basis points (0.18%)
Monthly	3	17 basis points (0.17%)
Monthly	4	16 basis points (0.16%)
Monthly	5	15 basis points (0.15%)
Monthly	6	14 basis points (0.14%)
Monthly	7	13 basis points (0.13%)
Monthly	8	12 basis points (0.12%)
Monthly	9	11 basis points (0.11%)
Monthly	10	10 basis points (0.10%)
Monthly	11	9 basis points (0.09%)
Monthly	12	8 basis points (0.08%)
Monthly	13	7 basis points (0.07%)
Monthly	14	6 basis points (0.06%)
Monthly	15	5.5 basis points (0.055%)
Monthly	16	5 basis points (0.05%)
Monthly	17	4.5 basis points (0.045%)
Monthly	18	4 basis points (0.04%)
Monthly	19	3.5 basis points (0.035%)
Monthly	20	3 basis points (0.03%)
Monthly	21	2.5 basis points (0.025%)
Monthly	22	2 basis points (0.02%)
Monthly	23	1.5 basis points (0.015%)
Monthly	24	1 basis points (0.01%)
Monthly	25	0.5 basis points (0.005%)
Monthly	26	0 basis points

a. Calculation. Payments must be received and posted in the WEX systems in accordance with the option selected in order for the Payment Timing Incentive to apply. Please allow enough time for your payment to be sent from your financial institution and to be received and processed by Issuer.

b. Conditions. This discount will be applied at the time Issuer completes the Direct Debit (when applicable). In order to enroll in the Direct Debit program, Customer must complete a Direct Debit Enrollment Form. The Early Pay Rebate set forth herein is expressly conditioned on the following: (1) Receipt of payment in accordance with one of the options set forth in the Payment Timing Table (above); and (2) utilization of centralized billing by Customer (i.e. one bill, one payment); and (3) electronic reporting (i.e. no paper reports).

c. Payment. Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Factor. Payment Timing Rebates shall be paid monthly in arrears.

Docusign Envelope ID: 441ACB9B-7C3C-4CDA-8544-7E72BDBBE0AE

STATE EXCEPTIONS APPENDIX

1. Governing Law
2. Any other issues specific to the governmental entity should be listed and agreed to here.

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND SOURCEWELL

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Contract #080620-WEX ("Agreement") entered into between Sourcewell ("Sourcewell") and WEX Bank ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX 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#
Stanislaus County	(209) 525-6303	

Physical Address (Do not include PO Box)

1010 10th StreetSuite 5400, Modesto, CA 95354

Mailing Address (if different from physical address)

Sourcewell Member ID Number	Participating Entity's Taxpayer ID # (TIN, FEIN or SSN)
67829	

In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures	Avg Monthly Service Expenditures
1854	1854		$	$

ACCOUNT SETUP INFORMATION

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

STANISLAUS COUNTY

Billing Contact Name

Stanislaus County, General Services Agency, Attn: Fleet

Billing Address

448 E Hackett Road, Modesto, CA 95358

Designate the Participating Entity 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.

Participating Entity Authorized Fleet Contact Name	Title	Phone #	Fax #
Richard Hull	Fleet Manager	(209) 558-3659	(209) 558-3685

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

hullr@stancounty.com

[X] Check here if Participating Entity is exempt from motor fuels tax

TERMS

1. This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way.
2. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).
4. INFORMATION SHARING DISCLOSURE: Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
5. Compliance with 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. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
6. DISCLAIMER: **THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.**

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

Signature: _____ Print Name: Andrew Johnson

Title: GSA Director/Purchasing Agent Date: _____

Complete and sign Addendum. Fax to 1-866-527-8873 OR Email to

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
			SOURCEWELL		04

APPROVED AS TO CONTENT:
General Services Agency, Fleet Division

By: Richard Hull (Oct 31, 2025 14:30:08 PDT)
Richard Hull, Fleet Manager

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: Thomas Boze (Oct 31, 2025 10:54:18 PDT)
Thomas E. Boze, County Counsel

EV CHARGING EN ROUTE SOLUTION
ENROLLMENT FORM

This En Route EV Charging Solution Enrollment Form ("**Enrollment**") is submitted by the entity listed below ("**Company**"). Upon WEX Bank's ("**Issuer**") approval of Company's enrollment, this Enrollment will govern the provision of the Solution (as defined hereunder) by IssuerX to Company, and will incorporate the terms of the Business Charge Account Agreement between Company and Issuer ("**Agreement**"). The Company and Issuer are referred to individually as a "**Party**" and jointly as the "**Parties**". Capitalized terms used in this Enrollment that are not otherwise defined shall have the meanings set forth in the Agreement.

Company Name: Stanislaus County	
Company Address: 1010 10th Street Suite 5400	City/State/Zip: Modesto, CA 95354
☐ New Customer	☑ Existing Customer Account Number: 0460 00 2577690

EV CHARGING EN ROUTE SOLUTION ("SOLUTION")

Company wishes to enable Card acceptance or payment via an Authorized Payment Device (defined below) at certain electric vehicle ("**EV**") charging stations operated by charge point operators participating in the WEX Inc. card network (each, a **"CPO Merchant"**) pursuant to the terms set forth in this Enrollment and the terms of the Agreement.

FEES, BILLING, AND PAYMENT

EV Enabled Card Fee. The Company will pay a **monthly fee of $5.00** (the "**EV Fee**") for **each** Card that is enabled for Transactions at EV charging stations. The EV Fee applies for each Card enabled on any day of a given calendar month.

Authorized Payment Device Replacement Fee. Company will be provided one radio frequency identification (RFID) device to use as an Authorized Payment Device (as defined below) for each enabled Card at no additional cost. If an RFID device needs to be replaced, an additional RFID device will be provided and Company will be charged $10.00 per additional RFID device, with the original RFID to be disabled.

Payment Terms. Billing for purchases made with an Authorized Payment Device shall be pursuant to the terms of the Agreement.

No Rebates. Any purchases made through use of an Authorized Payment Device shall not be eligible for any Rebate provided under the Agreement.

TERMS AND CONDITIONS

1. **Solution Description.** Pursuant to the terms of this Enrollment and the Agreement, Company will use an Authorized Payment Device to purchase EV charging from CPO Merchants. An "**Authorized Payment Device**" means any RFID device, a physical form of payment or a mobile application, in any case specified and provided by Issuer. Subject to completing the request in section 2.1, Company authorizes Issuer to connect an EV-enabled Card to an Authorized Payment Device to initiate and complete purchases from CPO Merchants. All terms and conditions of the Agreement applicable to "Cards" or to Transactions using a Card shall also apply to the Authorized Payment Devices and Transactions using an Authorized Payment Device, except to the extent expressly set forth otherwise in this Enrollment.

2. Company Responsibilities

2.1 Upon acceptance and approval of this completed Enrollment by Company, Issuer will enable one or more Cards designated by Company for use for purchases from CPO Merchants. Upon such enablement by Issuer, any individual that uses the Authorized Payment Device linked to that Card shall be considered an "**Authorized EV Charging User**." Company may add or change Cards or Authorized EV Charging Users, or request additional RFID devices in the online portal.

2.2 Company will comply with, and shall ensure all Authorized EV Charging Users to comply with, any reasonable instructions provided by Issuer or the applicable CPO Merchant pertaining to use of EV charging, the EV charging station equipment and related applications, any mobile applications intended for use with the Solution, and any Authorized Payment Devices.

2.3 ChargePoint Charging. This section applies if Company or Authorized EV Charging Users purchase EV charging or related products and services from ChargePoint and its network operators. The Authorized Payment Device provided to Company or any Authorized EV Charging User may include or utilize services, software and/or other proprietary materials of ChargePoint, Inc. ("**ChargePoint**") in connection with Company's or any Authorized EV Charging User's accessibility to electric vehicle charging services provided via ChargePoint and its network (collectively, "**ChargePoint Technology**"). Company hereby represents and warrants that its use and/or any Authorized EV Charging User's use of any of the Charge Technology shall be governed by and subject to the following: (i) ChargePoint Terms of Service (found at: https://na.chargepoint.com/terms_mobile?instance=NA-US&country_id=233&locale=en) (collectively, "**ChargePoint Terms**"); and (ii) ChargePoint, as a third-party beneficiary with respect to the ChargePoint Terms, shall be entitled to enforce any of the ChargePoint Terms against Company with regards to Company's use or any Authorized EV Charging User's use of the ChargePoint Technology.

2.4 Company will immediately notify Issuer when an Authorized EV Charging User leaves the Company, retires or is absent for an extended period of time.

3. Issuer Responsibilities. Upon receipt of a request in the online portal to enable a Card for EV charging, Issuer will enable the applicable Account for EV charging and provide an Authorized Payment Device if requested by Company. Upon enablement of the Account, Company may use a mobile application designated by Issuer for EV charging upon downloading and/or updating the mobile application, as applicable. If an Authorized EV Charging User already has access rights to use EV charging with an CPO Merchant, Issuer may "link" preexisting account information. Use of a mobile

application may be subject to additional terms and conditions as set forth in the relevant application. Company must comply and must ensure that its Authorized EV Charging Users comply with the policies and terms of use posted on such mobile applications or otherwise provided to Company by Issuer.

4. Data Collection and Usage

4.1 Issuer owns all data collected by or on behalf of Issuer in connection with Company's use of the Solution, including but not limited to transactional data collected at EV charging stations. Any feedback provided by Company in connection with its use of the Solution shall be owned by Issuer, including any suggested improvements to the Solution.

4.2 Activation of an Authorized Payment Device may require Issuer to share certain Company and Authorized EV Charging User information with the applicable CPO Merchant, including contact information, VIN information and usage associated with Company's Account. Additionally, for Cards issued with the name of an Authorized EV Charging User, Issuer may ask for personally identifiable information from the Authorized EV Charging Users and may share this information with the applicable CPO Merchant in order for it to provide and support services related to the access to and provision of the Solution.

5. Controls. The application of any Controls may not be available for purchases on an Authorized Payment Device when an RFID is used and Company agrees to be liable for purchases made with a CPO Merchant even if a Control has been exceeded for any Transaction. Subject to the terms of the Agreement, Company remains liable for all EV charging session fees billed to its Account.

6. Term; Termination. The term of this Enrollment will commence on the date this signed Enrollment is submitted to Issuer ("**Enrollment Effective Date**") and will continue on an ongoing basis until either Party terminates as set forth in this section. Either Party may terminate this Enrollment at any time for any reason upon thirty (30) days' prior written notice to the other Party, provided that Company will not be entitled to a refund of any EV Fees paid and must pay all amounts due through the effective date of termination. Issuer may also suspend usage of any Authorized Payment Device in its sole discretion, including if it reasonably believes it is being used for any unauthorized or fraudulent purpose. Upon termination of this Enrollment, Company shall return all Authorized Payment Devices to Issuer within 30 days of the effective date of termination.

7. Miscellaneous. This Enrollment will also be subject to and governed by the Agreement and any subsequent amendments, modifications, or replacements thereto. If there is any conflict between the provisions in this Enrollment and the provisions in the Agreement, the provisions in this Enrollment shall prevail but only with respect to the Solution. Issuer may modify the terms and conditions of this Enrollment, including any applicable fees, pursuant to the terms of the Agreement. No course of dealing between the Parties will be construed as a waiver of any breach or right, and no waiver of any breach or right arising under this Enrollment will be effective unless consented to in writing in the form of an amendment signed by both Parties, nor shall it be construed as a waiver of any breach or right subsequently. This Enrollment may be executed electronically.

The undersigned hereby executes this Enrollment on behalf of Company as an authorized representative of Company. Company understands that Company's participation in the Solution is subject to acceptance by the approval of Issuer. Upon such approval, which may be evidenced by Issuer's commencement of services, the terms and conditions above, in addition to the relevant terms of the Agreement, shall govern the provision of services and products hereunder.

IN WITNESS WHEREOF, Company agrees to comply with the terms and conditions of this Enrollment.

Company: County of Stanislaus

Authorized Signature: _____

Print Name: Andrew Johnson

Title: GSA Director/Purchasing Agent

Date: _____

APPROVED AS TO CONTENT:
General Services Agency, Fleet Division

By: Richard Hull (Oct 31, 2025 14:30:08 PDT)
Richard Hull, Fleet Manager

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: Thomas Boze (Oct 31, 2025 10:54:18 PDT)
Thomas E. Boze, County Counsel

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
(2)Serve as a member of a board or commission;
(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
(4)Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials- list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $500 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ ***YES*** ☑ ***NO***

- If YES, please identify the person(s) or agent(s) making the contribution:

_____

- If YES, please identify the County Officer receiving the contribution:

_____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:
- Contracts under $50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Signed by: Jason Price EE6EEC720DFF478...	Date 10/21/2025
Print Name: Jason Price	
Title: President	
Company: WEX Bank	

APPROVED

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title: