



# LEXINGTON

## **Bid 34-2024 WEX Bank d/b/a Wright Express FSC Supplier Response**

### **Event Information**

Number: Bid 34-2024  
Title: Commercial Fuel  
Type: Competitive Bid  
Issue Date: 2/29/2024  
Deadline: 3/20/2024 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

### **Contact Information**

Contact: Jessica Allinder  
Address: Procurement  
Government Center Building  
200 East Main Street  
Lexington 40507  
Email: [jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

## WEX Bank Information

Contact: Keith Lazarus  
Address: 97 Darling Ave  
South Portland, ME 04106  
Phone: (207) 773-8171  
Toll Free: (800) 761-7181  
Email: keith.lazarus@wexinc.com  
Web Address: www.wexinc.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Rick Prebles

Signature

Submitted at 3/20/2024 11:09:15 AM (ET)

rick.prebles@wexinc.com

Email

## Response Attachments

### Lexington - Fayette County Speedway Locations 2024-03-13.xlsx

Lexington - Fayette County Speedway Locations

### Speedway LFUCG Site Letter 3.13.24.pdf

Speedway LFUCG Site Letter

### WEX Sample Credit Agreement.pdf

WEX Sample Credit Agreement

### WEX Vendor Inclusion and Diversity Program Overview.pdf

WEX Vendor Inclusion and Diversity Program Overview

### WEX Speedway Response to Lexington Fayette County Bid 34-2024.pdf

WEX Speedway Response to Lexington Fayette County Bid 34-2024

### WEX Lexington Fayette County Bid Package 34-2024 SIGNED.pdf

WEX Lexington Fayette County Bid Package 34-2024 SIGNED

## Bid Attributes

### 1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

☒ YES

## Bid Lines

### 1 No. 2 On-Road Diesel Fuel

Quantity: 1 UOM: Gallon Price: \$0.05 Total: \$0.05

Item Notes: per gallon over OPIS

Supplier Notes: \$0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent (\$0.01) per gallon

2	No. 2 On-Road Bio-Diesel Fuel		
	Quantity: <u>  1  </u>	UOM: <u>Gallon</u>	Price: <input type="text" value="\$0.05"/> Total: <input type="text" value="\$0.05"/>
	Item Notes: per gallon over OPIS		
	Supplier Notes: <input type="text" value="\$0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent (\$0.01) per gallon"/>		
3	Regular Unleaded Gasoline (min 87 octane)		
	Quantity: <u>  1  </u>	UOM: <u>Gallon</u>	Price: <input type="text" value="\$0.05"/> Total: <input type="text" value="\$0.05"/>
	Item Notes: per gallon over OPIS		
	Supplier Notes: <input type="text" value="\$0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent (\$0.01) per gallon"/>		
4	Mid-Grade Unleaded Gasoline (min 89 octane)		
	Quantity: <u>  1  </u>	UOM: <u>Gallon</u>	Price: <input type="text" value="\$0.05"/> Total: <input type="text" value="\$0.05"/>
	Item Notes: per gallon over OPIS		
	Supplier Notes: <input type="text" value="\$0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent (\$0.01) per gallon"/>		
5	Premium Unleaded Gasoline (min 91 octane)		
	Quantity: <u>  1  </u>	UOM: <u>Gallon</u>	Price: <input type="text" value="\$0.05"/> Total: <input type="text" value="\$0.05"/>
	Item Notes: per gallon over OPIS		
	Supplier Notes: <input type="text" value="\$0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent (\$0.01) per gallon"/>		

**Response Total: \$0.25**



LEXINGTON

## Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: February 29, 2024

### INVITATION TO BID # 34-2024 Commercial Fuel

**Bid Opening Date:** March 20, 2024

**Bid Opening Time:** 2:00 PM

**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **3/20/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

**Check One:**

       Bid Specifications Met ☒ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*

**Proposed Delivery:**

  TBD   days after acceptance of bid.

**Procurement Card Usage**—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?        Yes ☒ No

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: WEX Bank

*Firm Name*

111 East Sego Lily Drive Suite 250

*Address*

Sandy, UT 84070

*City, State & Zip*

**Bid must be signed:**

President/CEO

*Signature of Authorized Company Representative – Title*

Jason Price

*Representative's Name (Typed or printed)*

888-842-0075

(801) 568-4360

*Area Code - Phone – Extension*

*Fax #*

jason.price@wexinc.com

*E-Mail Address*

*The Affidavit in this bid must be completed before your firm can be considered for award of this contract.*

**AFFIDAVIT**

Comes the Affiant, Jason Price, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jason Price and he/she is the individual submitting the bid or is the authorized representative of WEX Bank  
the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Jason Price on this the 20 day  
of March, 2024

My Commission expires: 11/22/2025



NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### **Key Benefits**

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes   X                        No       

## **II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. ~~Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.~~
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

**KRS 45.610. Hiring minorities - Information required**

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

**KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor**

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

**KRS 45.630 Termination of existing employee not required, when**

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

**KRS 45.640 Minimum skills**

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.



In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **(2)-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
- (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- ( ) 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

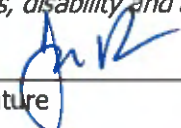
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*

Signature 



WEX Bank

Name of Business

## **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands ~~and agrees with~~ the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature



  
Date

WEX Bank

Name of Organization:

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Professionals	59	14	23	3	6	5	5	0	0	1	2	0	0	0	0	23	36
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	20	11	6	1	0	0	0	0	0	1	1	0	0	0	0	13	7
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>80</b>	<b>25</b>	<b>30</b>	<b>4</b>	<b>6</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>44</b>

Prepared by: Jodi Stende Senior Learning Business Consultant Date: 3/14/2024  
(Name and Title) Revised 2015-Dec-15

DocuSigned by:  
Jodi Stende  
B59DAF244B2346B

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)



## **Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS**

### **A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

### **B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

### **C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.



- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

**D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS**

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

**E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS**

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Procurement Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note:** Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to th status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 34-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WEX Bank

Company

Date

3/20/2024

  
Company Representative

President and CEO, WEX Bank

Title





**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 34-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WEX Bank

Company

Date

3/20/2024

Company Representative

President and CEO, WEX Bank

Title





# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 34-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. None					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WEX Bank

Company

Date

3/20/2024

Company Representative

President and CEO, WEX Bank

Title







# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 34-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b> WEX Bank	<b>Contact Person</b> Rick Prebles
<b>Address/Phone/Email</b> rick.prebles@wexinc.com 513-604-8377	<b>Bid Package / Bid Date</b> 34-2024 / March 20, 2024

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
None								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

WEX Bank  
Company  
3/20/2024  
Date

  
Company Representative  
President and CEO, WEX Bank  
Title





**LEXINGTON**

**LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT**

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

**Bid/RFP/Quote #** 34-2024

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b> Commercial Fuel / 34-2024	<b>Work Period/ From:</b> TBD <b>To:</b> TBD
<b>Company Name:</b> WEX Bank	<b>Address:</b> 111 East Sego Lily Drive Suite 250 Sandy, UT 84070
<b>Federal Tax ID:</b> 84-1425616	<b>Contact Person:</b> Rick Prebles - rick.prebles@wexinc.com

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
None							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

WEX Bank

Company

Date

3/20/2024

Company Representative

President and CEO, WEX Bank

Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

☒ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

\*\*\*Please see attached WEX Vendor Inclusion and Diversity Program Overview\*\*\*

**NOTE:** Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

WEX Bank

Company

Date

3/20/2024

Company Representative  
President and CEO, WEX Bank

Title



**AMENDMENT 1 —  
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,  
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights



Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(i). Funds may not be provided to excluded or disqualified persons.

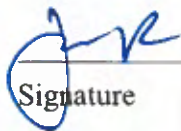
17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.



18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

**\*\*Executed subject to the exceptions set forth in the attached WEX Speedway Response to Lexington Fayette County Bid 34-2024\*\***

  
Signature



  
Date

## **Lexington-Fayette Urban County Government Fuel Service Specifications**

---

### **Purpose:**

1. To establish a price contract for the purchase of various grades of unleaded gasoline, on-road diesel and on-road bio-diesel fuel for vehicles of the Lexington-Fayette Urban County Government. The vehicles fueling under this contract will consist of gasoline and diesel fueled automobiles, vans, and pickup trucks (approx. 1200) as well as large diesel fueled vehicles (approx. 250) such as Refuse and Fire trucks. Contractor shall provide fuel through numerous outlets dispersed across Fayette County.
2. Based on historical data the LFUCG estimates purchasing approximately 1,000,000 gallons of fuel per year for the duration of this contract. This statement in no way obligates the LFUCG for any purchases or amounts.

### **General Requirements:**

1. Bidder must submit a list of all stations located in Lexington and Fayette County. List shall include complete address, phone number, days of operation, hours of operation, and fuel types available for each station. Successful bidder shall make additional lists available to all LFUCG drivers.

The number of stations that are accessible 7 days a week, 24 hours a day plus the total number of stations available and their distribution throughout the county will be considered when evaluating bids.

2. Bidder must provide a unique identity instrument (card, key, etc.) for each LFUCG vehicle and a personal identification number (PIN) for each driver in the program. PIN numbers shall have a minimum of six digits. The vendor's system shall capture the following data:
  - A. Vehicle Number and Driver Identification (number and/or name)
  - B. Odometer Reading
  - C. Gallons of Fuel
  - D. Type of Fuel
  - E. Transaction Date
  - F. Dollar Amount of Transaction
3. Bidder's access and data capture system shall provide the following:
  - A. The ability to limit a driver's fueling activity to only those vehicles in his/her department.
  - B. Point-of-Sale odometer reasonability check. Entered odometer readings shall be checked against last received entry. A reasonable odometer entry shall be required before a transaction is authorized. LFUCG shall be provided with the ability to override the odometer mechanism and to adjust reasonability parameters.
  - C. Online access for ordering cards, activating and deactivating cards, and the ability to activate and deactivate PIN numbers in real time.
  - D. Maximum delivery time to LFUCG Fleet Services, located at 669 Byrd Thurman Lexington, KY, for vehicle identification instruments (cards, etc.) shall be three business days.
  - E. Recognition and refusal of duplicate PIN assignments

4. Account shall be invoiced weekly accompanied by printouts of all transaction data for the invoiced amount. Each invoice shall represent one entire calendar week, invoices for more than one calendar week or partial weeks will not be accepted. A calendar week begins at 12:01 am on a Monday and ends on a Sunday at midnight. Weekly invoice amounts must reconcile with electronically transmitted transaction data for that week.
5. In addition to the weekly transaction reporting, **transaction data shall be electronically transmitted on a weekly** basis to the LFUCG. All transaction data for a given week shall be submitted no later than three (3) business days after the last day of said week. Invoice amounts shall reconcile completely with electronically transmitted data and transaction printouts. LFUCG reserves the right to withhold payment on any amounts that do not properly reconcile until such a time as any discrepancies are resolved.
6. **The Lexington-Fayette Urban County Government as a local government is exempt from Federal tax on fuel.** This tax shall be calculated by the successful bidder and shown as a deduction on the invoices. Under no circumstances will the LFUCG be invoiced for Federal taxes. Our tax exempt number will be provided to the successful bidder.
7. Weekly invoicing **shall be per LFUCG Vehicle Number** stating for each day of given week the gallons purchased and cost per gallon. **Daily Cost per Gallon shall equal OPIS pricing plus applicable Federal, State, and Local taxes plus contract markup.**
8. Fuel distribution sites **shall not** be contracted to more than one third party petroleum corporation and their subsidiaries.
9. Fuel cards shall be delivered **presorted** by **LFUCG Division** and **LFUCG Vehicle Number**.
10. **It would be required for LFUCG to have priority over the public during a declared emergency by the City.**

The LFUCG is asking bidder to supply a letter indicating the LFUCG will be placed on the highest priority for fuel consumption at bidder's fueling locations when an emergency is declared by the City. The successful bidder shall be notified and shall make arrangements for sufficient fuel to be on hand at bidders fueling locations to meet the City's emergency vehicle needs. The City's emergency vehicles are identified as Refuse, Dump, Police and Fire. Additional units may be added if the emergency requires.

#### 11. Pricing:

Pricing shall be based on the contract average terminal price from end-of-day report as published by OPIS, for location and date of sale. Example: If fuel is purchased in Fayette County the price will be taken from the OPIS report for Lexington, KY. Bid price shall exclude taxes, mandated fees, and Superfund items. **Primary fuel purchased under this contract is regular unleaded gasoline.**

Please log in to your Ionwave account to submit pricing under the line items tab. Once you have completed and uploaded your bid package, you will need to click "yes" under the attributes tab.

**Fuel Type****Contract Bid Price per gallon over OPIS**

No. 2 On-Road Diesel Fuel	per gallon over OPIS
No. 2 On-Road Bio-Diesel Fuel	per gallon over OPIS
Regular Unleaded Gasoline (min 87 octane)	per gallon over OPIS
Mid-Grade Unleaded Gasoline (min 89 octane)	per gallon over OPIS
Premium Unleaded Gasoline (min 91 octane)	per gallon over OPIS

**12. Scoring: Best Value Bid**

Selection shall be based on 6 criteria. Each criteria will be worth a specified number of points that total 100 points. The vendor with the highest point total will be selected.

1. Price - 50 Points
2. Total Number of stations located in Fayette County - 15 Points
3. Total Number 24/7 stations located in Fayette County - 10 Points
4. Access/data capture system – 15 Points
5. Number of days to deliver PRESORTED fuel cards – 5 Points
6. Past Performance on other similar contracts with LFUCG or other municipalities – 5 Points



March 13, 2024

Lexington-Fayette Urban County Government (LFUCG)  
c/o Wanda Kean

Re: Emergency Response

Dear Ms. Kean,

7-Eleven confirms that the Speedway-branded locations listed below have been included in 7-Eleven's standard business continuity plan in the case of an emergency response necessity. During a declared emergency, 7-Eleven will work with LFUCG to identify if any additional locations should be implemented into an overall 7-Eleven Inc emergency response plan. We are committed to serving LFUCG. 7-Eleven sincerely appreciates LFUCG's long-term partnership, and we look forward to serving you.

Speedway 9393 (2290 Elkhorn)  
Speedway 9402 (2997 Liberty Rd)  
Speedway 9394 (1001 Georgetown Rd)  
Speedway 9593 (2900 Richmond Rd)  
Speedway 9651 (5360 Athens Boonesboro Rd)  
Speedway 9677 (1401 Leestown Rd)

This list is as of letter date and 7-Eleven reserves the right to update this list as needed. LFUCG is also welcome to make requests to add sites for the standard plan at any time.

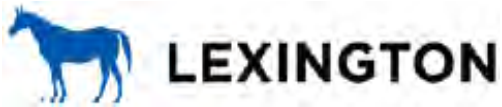
Sincerely,

A handwritten signature in black ink, appearing to read 'M-BN' or similar, followed by a flourish.

Director, Commercial Fleet  
7-Eleven Inc.

VIA E-MAIL  
cc: Rick Prebles (WEX Bank)  
Benjamin Nicholson (7-Eleven Inc.)

7-Eleven, Inc.  
3200 Hackberry Road / Irving, TX 75063  
Mailing Address: P.O. Box 711 / Dallas, TX 75221-0711  
972-828-7011



# Response to Lexington-Fayette Urban County Government #34-2024

March 20, 2024



# Executive Summary

This response to Lexington-Fayette Urban County Government (LFUCG) #34-2024 Commercial Fuel is presented by WEX Bank, a Utah industrial bank. WEX Bank is a wholly-owned subsidiary of WEX Inc. (NYSE: WEX; wexinc.com), a Delaware corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX Bank	WEX Inc.
111 East Sego Lily Drive, Suite 250 Sandy, UT 84070 (888) 842-0075	1 Hancock St. Portland, ME 04101 (800) 761-7181

WEX is proposing that LFUCG continue using the Speedway Business Fleet Card for your retail fueling purchases. The Speedway Business Fleet Card is accepted at 21 Speedway locations in Lexington.

Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction.

## About WEX




For **more than 40 years**, we have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network 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.

In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$2.35 billion in revenue in 2022, and as of 2024 nearly 8,000 employees around the globe. WEX simplifies the business of running a business across three segments:

## Healthcare and Employee Benefit Solutions

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




### Simplify Employee Benefits

-  Benefits Administration
-  Benefits Accounts
-  COBRA/Billing Solutions

## Travel and Corporate Solutions

WEX is among the world's largest commercial payment companies - a trusted technology partner for some of the world's largest organizations, uniquely coupling wholly-owned market leading technology with a global issuing & funding capability.

### Streamline Payments

-  Expense Management
-  Workflow Automation
-  Travel Booking

## Fleet and Mobility Solutions

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

### Manage Fleets & Mobility

-  Controls & Fraud Prevention
-  Proprietary Network
-  EV & Mixed Fleets
-  650k+ Customers

## About Speedway

Speedway operates in 36 states across the U.S., predominantly in the Midwest and East Coast. In May 2021, 7-Eleven acquired 3,800 Speedway Stores from Marathon Petroleum Corp., increasing 7-Eleven's total number of stores to more than 13,000 in the U.S. and Canada and allowing 7-Eleven to bring convenience to more customers than ever before.



LEXINGTON



# Government Experience

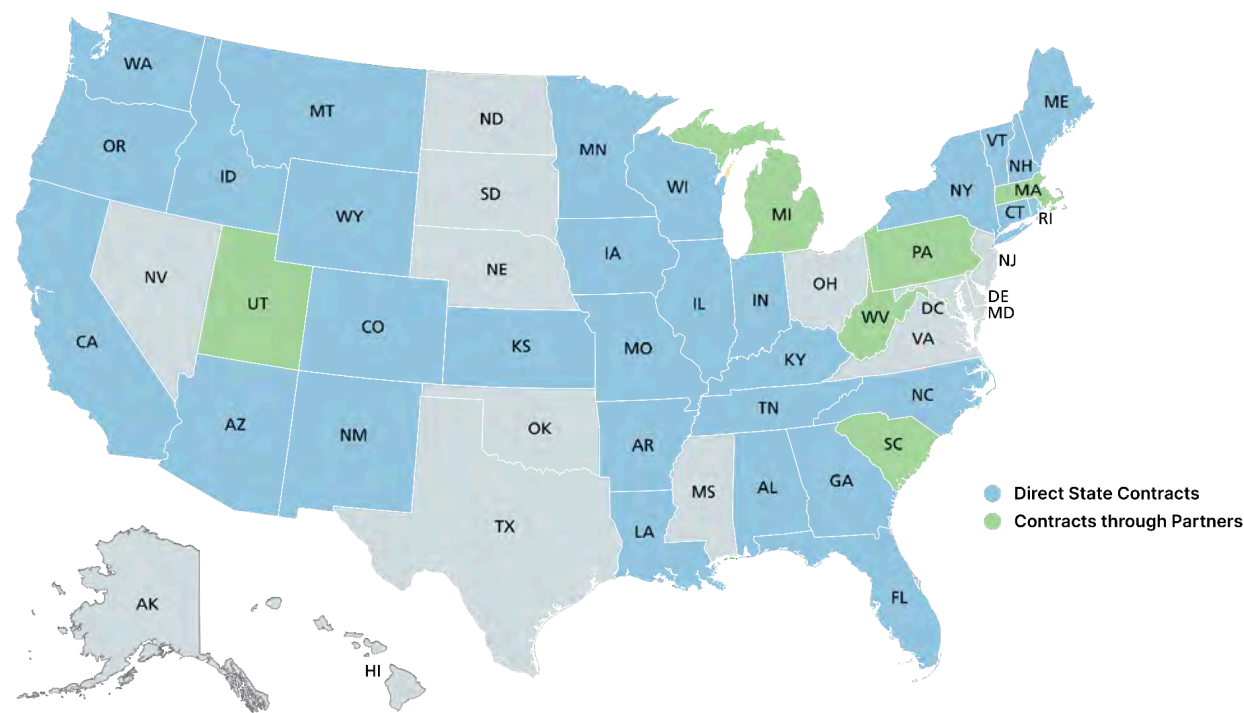
WEX currently provides mobility solutions for 36 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 811,000 cards

WEX also provides mobility services as a subcontractor to Citibank under the Federal Government’s GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards.

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

WEX also holds cooperative contracts with Sourcewell and NASPO ValuePoint.

We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.



# General Requirements

1. Bidder must submit a list of all stations located in Lexington and Fayette County. List shall include complete address, phone number, days of operation, hours of operation, and fuel types available for each station. Successful bidder shall make additional lists available to all LFUCG drivers.

The number of stations that are accessible 7 days a week, 24 hours a day plus the total number of stations available and their distribution throughout the county will be considered when evaluating bids.

**WEX Response:** Please see attached [Lexington - Fayette County Speedway Locations 2024-03-13](#)

WEX does not control the accessibility or hours of operation of its accepting locations.

2. Bidder must provide a unique identity instrument (card, key, etc.) for each LFUCG vehicle and a personal identification number (PIN) for each driver in the program. PIN numbers shall have a minimum of six digits. The vendor's system shall capture the following data:

- A. Vehicle Number and Driver Identification (number and/or name)
- B. Odometer Reading
- C. Gallons of Fuel
- D. Type of Fuel
- E. Transaction Date
- F. Dollar Amount of Transaction

**WEX Response:** The Speedway Business Fleet Card meets requirements A-F. As LFUCG's current fleet card provider, all Prompt IDs (Driver ID, or Vehicle/Asset ID) remain the same.

The Speedway Business Fleet Card is a standard size plastic charge card with an encoded magnetic strip containing account and card information which, when read at the point of sale, couples in our systems with Level III data obtained during the transaction.

## Card Assignment

A Speedway Business Fleet 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) 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 the customer 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).

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 process acts as a security measure, and provides a layer of protection against fraudulent activity.

## Customization

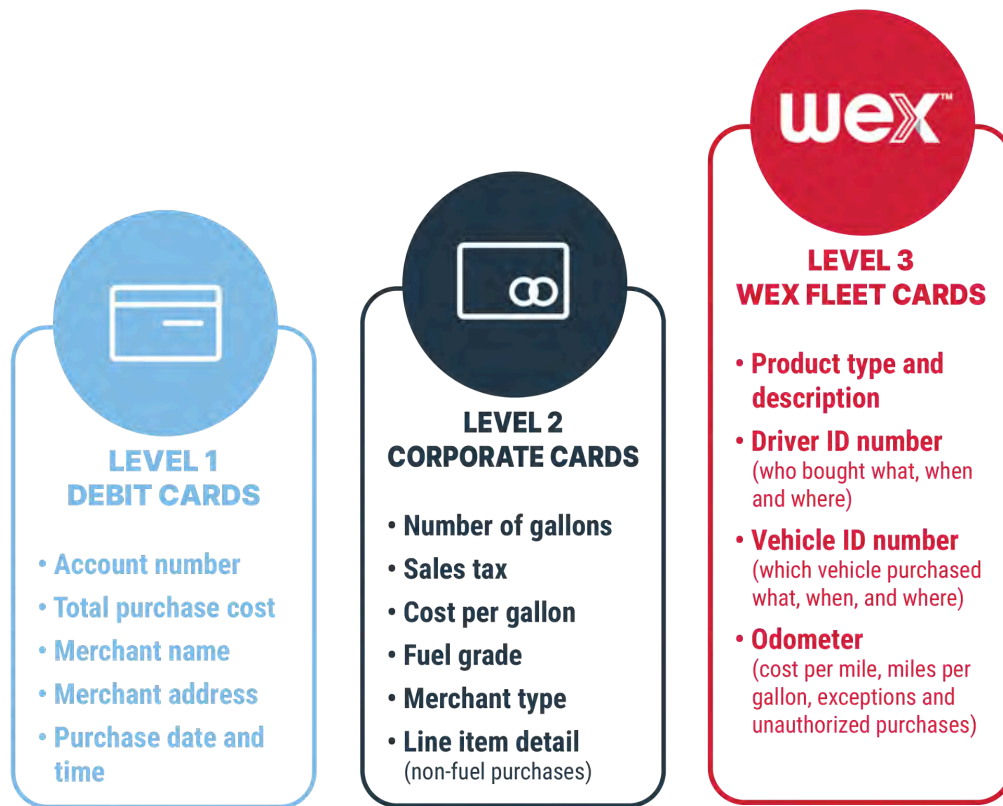
Our customization capabilities include two lines for identification: The first line is usually designated for the account name, while the second line can be used to identify the associated equipment or driver. Each line accommodates up to 32 characters. The account number, card number, and expiration 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.



## Level III Data Capture

Level III data capture can help reduce fraud and provide greater visibility into fleet operations with Prompt ID (Driver or Vehicle/Asset ID), and odometer entry required for each purchase.

Fleets that use the WEX Card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more, on 99.8% of transactions because WEX requires Level III data capture and transmission of all accepting merchants within our closed-loop network, giving you the detailed data you need. That data is included in standard and custom reporting.



With a proprietary card like the Speedway Business Fleet Card, management can implement controls to decline a transaction or provide alerts and exception reports when the purchase falls outside established business parameters. Drivers are prompted at the point-of-sale device to enter certain information (i.e., Prompt ID and odometer reading). This information, collected before a purchase authorization, enables fleet managers to know, in real-time, the amount spent, and what was purchased (i.e. fuel, parts and service, oil changes, or other non-fuel products available using the WEX Card). This way, managers

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

Managers can use the richer level of transaction detail to facilitate a smarter and more efficient operation. For example, Driver IDs allow managers to identify purchasing and consumption patterns. Gas-guzzling vehicles or drivers consistently refueling at above-average prices become immediately obvious, as do opportunities to improve costs per mile or mileage per gallon. Managers can also use odometer readings and changing fuel-per-gallon consumption figures to **optimize maintenance schedules and know which vehicles are ready to be traded in or retired from service.**

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

### **Data Accuracy**

Transmission of accurate Level III data and product coding is dependent upon drivers entering the correct odometer reading as well as each merchant's programming of their point of sale devices, which are typically located on their island card readers or in their stores. The merchant's chosen network processor then transmits this data to WEX.

WEX contacts and encourages merchants or network processors to address any incorrect product codes or data. Incorrect product codes can affect rebates, discounts, tax exempt processing, reporting, and contract pricing. We recommend that customers retain paper receipts to review with the merchant in the event of reporting errors.

### **3. Bidder's access and data capture system shall provide the following:**

#### **A. The ability to limit a driver's fueling activity to only those vehicles in his/her Department.**

**WEX Response:** Purchase Controls are the parameters managers assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used.

WEX offers the flexibility for management to define the purchase controls via numeric or alphabetic naming scheme (i.e., profiles). For example, one group of controls could be named “sedan,” and the profile could be applied to that group of vehicles. Or, the profile could be called “delivery driver,” and be set up for that type of employee. The manager can assign as few or as many control profiles as necessary, add new profiles or view existing ones, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.

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

**B. Point-of-Sale odometer reasonability check. Entered odometer readings shall be checked against the last received entry. A reasonable odometer entry shall be required before a transaction is authorized. LFUCG shall be provided with the ability to override the odometer mechanism and to adjust reasonability parameters.**

**WEX Response:** WEX’s system cannot block point-of-sale authorization due to an unreasonable odometer reading.

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

**C. Online access for ordering cards, activating and deactivating cards, and the ability to activate and deactivate PIN numbers in real time.**

**WEX Response:** The **Fleet Manager** module of Speedway Fleet Manager Online, WEX’s proprietary management and administration tool, allows users to add, edit, suspend,



reactivate and terminate cards and drivers, add and manage card controls, and to view and download invoice details. They can also:

- Assign card to driver, vehicle or location.
- Transfer cards from one account to another.
- Group cards into 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.

You can manage your account 24/7/365 with this web-based, mobile-responsive tool from any computer or mobile device.

**D. Maximum delivery time to LFUCG Fleet Services, located at 669 Byrd Thurman Lexington, KY, for vehicle identification instruments (cards, etc.) shall be three business days.**

**WEX Response:** WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. Speedway Business Fleet Cards can be delivered using the carrier specified by the fleet (e.g., the U.S. Postal Service or another common carrier, such as, but not limited to, FedEx and UPS). There is an overnight shipping fee for expedited orders if you choose not to use your own shipping account.

**E. Recognition and refusal of duplicate PIN assignments**

**WEX Response:** 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) 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 the customer 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 process acts as a security measure, and provides a layer of protection against fraudulent activity.

- 4. Account shall be invoiced weekly accompanied by printouts of all transaction data for the invoiced amount. Each invoice shall represent one entire calendar week, invoices for more than one calendar week or partial weeks will not be accepted. A calendar week begins at 12:01 am on a Monday and ends on a Sunday at midnight. Weekly invoice amounts must reconcile with electronically transmitted transaction data for that week.**

**WEX Response:** As your current fuel card provider, we are happy to continue providing weekly invoices to LFUCG. Invoices include transactions that have been posted to our system in your billing cycle and may not include all transactions made in the billing cycle.

Our calendar week is defined as beginning at 12:01 AM on Saturday and ending on Friday at midnight.

- 5. In addition to the weekly transaction reporting, transaction data shall be electronically transmitted on a weekly basis to the LFUCG. All transaction data for a given week shall be submitted no later than three (3) business days after the last day of said week. Invoice amounts shall reconcile completely with electronically transmitted data and transaction printouts. LFUCG reserves the right to withhold payment on any amounts that do not properly reconcile until such a time as any discrepancies are resolved.**

**WEX Response:** As your current fuel card provider, we are happy to continue providing weekly invoices to LFUCG. Invoices include transactions that have been posted to our system in your billing cycle and may not include all transactions made in the billing cycle.

Our calendar week is defined as beginning at 12:01 AM on Saturday and ending on Friday at midnight.

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



LEXINGTON



**6. The Lexington-Fayette Urban County Government as a local government is exempt from Federal tax on fuel. This tax shall be calculated by the successful bidder and shown as a deduction on the invoices. Under no circumstances will the LFUCG be invoiced for Federal taxes. Our tax exempt number will be provided to the successful bidder.**

**WEX Response:** As your incumbent fuel card provider, we are happy to continue invoicing 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)   | • County Special             |
| • State Secondary (Sales Tax)  | • City Primary (Excise Tax)  |
| • State Special                | • City Secondary (Sales Tax) |
| • County Primary (Excise Tax)  | • City Special               |
| • County Secondary (Sales Tax) |                              |

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.

- 7. Weekly invoicing shall be per LFUCG Vehicle Number stating for each day of given week the gallons purchased and cost per gallon. Daily Cost per Gallon shall equal OPIS pricing plus applicable Federal, State, and Local taxes plus contract markup.**

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

Report name	Description/benefit	Mode of delivery	Frequency
<b>Purchase activity report</b>	Our standard billing cycle report accompanying each invoice, with a roll-up by card or department, available online as a PDF.	SpeedwayFleet ManagerOnline	With invoice, at cycle close
<b>View details</b>	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.	SpeedwayFleet ManagerOnline	With invoice, at cycle close
<b>WEXLink</b>	A comprehensive data file available to fleets importing transaction details into their systems. Serves as a report, or as a billing and reporting file.	SpeedwayFleet ManagerOnline, FTP, or email	With invoice, at cycle close; daily or weekly

**8. Fuel distribution sites shall not be contracted to more than one third party petroleum corporation and their subsidiaries.**

**WEX Response:** The Speedway Business Fleet Card is accepted only at Speedway and 7-Eleven locations. There are currently 21 Speedway locations in Lexington and Fayette Counties.

Please see attached [Lexington - Fayette County Speedway Locations 2024-03-13](#) for a list of accepting locations.

**9. Fuel cards shall be delivered presorted by LFUCG Division and LFUCG Vehicle Number.**

**WEX Response:** Cards are produced, packaged, and shipped in the order in which they appear in the file sent by LFUCG. So long as LFUCG uploads file data in the desired order, cards are sorted in that order.

**10. It would be required for LFUCG to have priority over the public during a declared emergency by the City.**

**The LFUCG is asking bidder to supply a letter indicating the LFUCG will be placed on the highest priority for fuel consumption at bidder's fueling locations when an emergency is declared by the City. The successful bidder shall be notified and shall make arrangements for sufficient fuel to be on hand at bidders fueling locations to meet the City's emergency vehicle needs. The City's emergency vehicles are identified as Refuse, Dump, Police and Fire. Additional units may be added if the emergency requires.**

**WEX Response:** Speedway can continue to meet this requirement. Speedway has determined the following locations as capable of meeting "elevated priority" to maintain business continuity during an emergency.

- Speedway 9393 (2290 Elkhorn Road)
- Speedway 9677 (1401 Leestown Road)
- Speedway 9651 (5360 Athens Boonesboro Road)
- Speedway 9593 (2900 Richmond Road)
- Speedway 9402 (2997 Liberty Road)
- Speedway 9394 (1001 Georgetown Road)

This list is as of the bid date and Speedway LLC reserves the right to update the list as-needed.

Additionally, we welcome input from LFUCG to identify locations that would fit your needs during a declared emergency, and those locations could be implemented into an overall emergency plan for Speedway.

**Please see attached Speedway LFUCG Site Letter 3.13.24**

# Pricing

Pricing shall be based on the contract average terminal price from end-of-day report as published by OPIS, for location and date of sale. Example: If fuel is purchased in Fayette County the price will be taken from the OPIS report for Lexington, KY. Bid price shall exclude taxes, mandated fees, and Superfund items. Primary fuel purchased under this contract is regular unleaded gasoline.

Fuel Type	Contract Bid Price per gallon Over OPIS
<b>No. 2 On-Road Diesel Fuel</b>	\$0.05+freight+laid-in cost per gallon over OPIS <b>OR</b> Retail price at the pump minus One Cent (\$0.01) per gallon
<b>No. 2 On-Road Bio-Diesel Fuel</b>	\$0.05+freight+laid-in cost per gallon over OPIS <b>OR</b> Retail price at the pump minus One Cent (\$0.01) per gallon
<b>Regular Unleaded Gasoline (min 87 octane)</b>	\$0.05+freight+laid-in cost per gallon over OPIS <b>OR</b> Retail price at the pump minus One Cent (\$0.01) per gallon
<b>Mid-Grade Unleaded Gasoline (min 89 octane)</b>	\$0.05+freight+laid-in cost per gallon over OPIS <b>OR</b> Retail price at the pump minus One Cent (\$0.01) per gallon
<b>Premium Unleaded Gasoline (min 91 octane)</b>	\$0.05+freight+laid-in cost per gallon over OPIS <b>OR</b> Retail price at the pump minus One Cent (\$0.01) per gallon

Speedway, as the program sponsor, has agreed to provide LFUCG with a discount at all Speedway branded locations on gasoline and diesel fuel amounting to Cost (defined below) plus five cents (\$0.05) (the "Speedway Incentive") plus freight plus laid-in cost **OR** Retail Price Minus One Cent (\$0.01), the "better of" for LFUCG. WEX uses the Oil Pricing Information Service (OPIS) for obtaining Contract Average Gross cost for gasoline and diesel fuel racks nationwide. "Cost" is defined as "laid-in Cost," which is based upon the OPIS Contract Average Gross price plus freight, other variable costs (such as winterized blend fuel cost per gallon during November 1 - March 31) and applicable fees and taxes and is updated Monday - Saturday. Pricing is set from the previous day's OPIS file (all cities minus one) at 10:00 AM EST. All taxes and fees are supplied from a third-party provider.

## Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made midweek or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

## Billing and Payment

Our standard payment terms state that purchases are due and payable in full within 22 days of the date appearing on your invoice. WEX understands that LFUCG is seeking weekly billing and weekly payment.

WEX also understands that you may be governed by a separate Prompt Payment Act and will comply with any act or law upon review of such act or law. Please provide WEX the evidence of the Prompt Pay Act as it specifically relates to your entity.

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 22 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 7.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars (\$75.00), a minimum finance charge of seventy-five dollars (\$75.00) will be assessed. If a payment is not received by the payment due date and the balance due is less than ten dollars (\$10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars (\$10), a finance charge will be assessed on the new balance upon payment default.



# Exceptions

WEX respectfully takes exception to the form contract presented in #34-2024 Commercial Fuel. As a regulated financial services provider providing cards operating on two card networks, WEX must ensure its credit agreements comply with applicable regulatory requirements, align with the applicable card network rules, and align with the specific products and services WEX will provide. We have attached a WEX Sample Credit Agreement to the RFP for your convenience, which would necessarily govern any new agreement between LFUCG and WEX. As you undoubtedly realize, any contract executed by WEX is subject to successful completion of bank due diligence processes and credit approval.

**Alternatively, in lieu of executing a new agreement, amending the existing contract to extend the term and (if applicable) adjust pricing or rebates for the new term is agreeable.**

## *Green Procurement (p. 3)*

- A - Energy - Not applicable to the services WEX provides
- B - Green Seal Certified Products - Not applicable to the services WEX provides

## *Bid Conditions (pp. 3-6)*

- Item K - Not applicable to the services WEX provides
- Item L - Not applicable to the services WEX provides
- Item P - Not applicable to the services WEX provides
- Item R - WEX respectfully takes exception, as noted on #34-2024 cover page
- Item T - Not applicable to the services WEX provides; however, WEX does comply with applicable non-discrimination laws.
- Item U - Not applicable to the services WEX provides

## *Section Three: Procurement Contract Bid Conditions*

WEX respectfully takes exception to any language contradicting the existing terms of the agreement.

## *EEO Section (p. 8)*

WEX Bank is a bank extending credit and has extremely limited opportunities for any subcontracting. WEX does utilize a number of disadvantaged businesses to support its daily operations but none of those do work that can be tied to a specific contract. WEX is committed to building a global vendor inclusion program that makes DEI an integral part of how we purchase - creating mutually beneficial relationships with businesses owned by people from historically underrepresented communities. **Please see attached WEX Vendor Inclusion and Diversity Program Overview**



### *General Provisions of Bid Contract (pp. 9-10)*

- Item 13 - As a publicly traded company and financial services provider to thousands of customers WEX is not able to allow any individual customer to control its operations as indicated by Item 13.

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, manage implementation and data migration for new clients, and provide training and help with day-to-day issues. However, it makes smart business sense to partner with others for certain services, e.g., 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.

- Item 16 - With regard to governing law, WEX typically requires Utah law because WEX Bank is licensed as an industrial bank subject to the laws and licensure requirements of Utah

### *Amendment 1 - Compliance for Expenditures Using Federal Funds (p. 26 - 30)*

WEX respectfully takes exception. The requirements of Amendment 1 shall apply to the extent WEX provides products or services which are paid for in whole or in part with funds obtained from the federal government. Any customer purchasing under this Agreement will notify WEX as soon as feasible upon determining that federal funding will be used pursuant to this Agreement. If any provision in Amendment 1 is not required by federal law, regulation, policy, or Executive Order, or if the requirement has been rescinded, or otherwise determined not to apply, the provision shall not apply. Customer further understands and agrees that WEX will not perform construction or construction services and will not employ mechanics or laborers to provide products or services. Finally, for the avoidance of doubt, Customer understands and agrees that fuel and services merchants from whom Authorized Users obtain fuel or other products and services which are paid for using a WEX-issued Card are not the subcontractors, suppliers, or vendors of WEX, and WEX does not have authority or control over such parties. WEX does not provide fuel or related products or services to Authorized Users except as expressly set forth in this Agreement, and the provisions of Amendment 1 shall not apply to the procurement of fuel or similar products or services unless otherwise explicitly agreed by the Parties in writing.

### *Lexington-Fayette Urban County Government Fuel Service Specifications, Purpose, Item 1*

We provide fuel payment cards. WEX is not a fuel supplier and cannot establish a price contract. We encourage you to continue using the Speedway Business Fleet Card for your retail fueling purchases.





This **WEX FLEET BUSINESS ACCOUNT AGREEMENT**, together with the related schedules (the "Agreement"), is made effective as of the latest date of signature set forth below, by and between **[COMPANY NAME] ("Company") with its principal place of business at [COMPANY ADDRESS]** and WEX Bank ("Issuer"), a Utah industrial bank with its principal place of business at 111 East Sego Lily Drive, Suite 250, Sandy, UT 84070, and governs the establishment and use of a business charge card account provided by Issuer, to Company. The definitions on Schedule A apply for purposes of this Agreement.

## **1. Use of Account.**

1.1 General. The Account may be used to make purchases at merchants participating in the WEX network. Company agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Company shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre- paid cards or other cash equivalent charges are prohibited.

1.2 Exclusivity. During the term of this Agreement, Company agrees that Issuer shall be the exclusive fuel credit card provider for Company [and its Subsidiaries and Affiliates] provided that this provision shall not prohibit: (1) Company from reimbursing employees for fuel purchased on personal credit cards as part of routine employee expense reimbursements; (2) Company from procuring fuel using alternate payment means (i.e., other than using a credit or debit card, such as through a direct bill relationship with a mobile fuel provider); (3) Company from procuring fuel outside of the United States or Canada; or (4) Company employees making purchases of fuel incidental to business travel using Company-provided travel and expense credit cards (provided that any such cards may not be used to materially replace Issuer's Cards).

1.3 Modifications. Issuer will deliver to Company enhancements, updates and upgrades to the Accounts, Controls, and Cards that Issuer makes generally and commercially available to other similarly situated customers without any additional fee. In the event Company 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 notify Company that the requested modification will be available as a service provided by its affiliate(s) subject to additional fees and described in a statement of work. Issuer, in its sole discretion, may decline to make any modifications, including if such modifications will impact other customers of Issuer. Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Company or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

## **2. Account Users.**

2.1 Company shall designate Account Users as well as those contacts authorized to: (a) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (b) provide vehicle, driver and other information; (c) receive all Account numbers, Cards or reports; (d) receive other Account information; and (e) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company's behalf. Unless Company reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Company shall ensure that each Account User complies with the terms and conditions of this Agreement. Company is liable for any employee misuse of Cards.

2.2 Company is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Company in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Company assumes all risk if Company 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. Company agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Company is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional.

Company shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

**2.4 The Company hereby elects to allow its Affiliates to participate in the Program.**

Each Affiliate will be given their own accounts and invoice in accordance with the billing terms set forth herein and shall be responsible for the payment thereof.

Company shall pay all invoices for purchases made by its Affiliates using accounts under this Agreement.

Company hereby irrevocably, absolutely, and unconditionally guarantees all obligations for payment by its Affiliates arising under this Agreement. Such guaranty is a guaranty of payment and not merely of collection. Issuer shall not be required to initiate any action against, nor exhaust any remedies with respect to any participating Affiliate prior to making a demand of payment upon Company.

Company does not guarantee any obligations for payment by its Affiliates arising under this Agreement. Each Affiliate shall be evaluated for credit individually using that Affiliate's financial information. Issuer shall not make a demand of payment upon Company for the balance owed by an Affiliate.

Prior to participating in the Program, each Affiliate will be required to acknowledge their agreement to the terms of this Agreement in writing through the completion of an account request form. Affiliates will be paid a rebate based on their spend. Issuer shall share aggregate account volume information among the participating Affiliates as it relates to their Rebate qualifications. Specific information regarding Affiliate transactions and account information may only be shared with the Company or the Affiliate to which the activity belongs.

All purchases made on Cards issued to Company's Affiliates and/or their respective representatives will be included in the rebate calculation to Company. Prior to participating in the Program, each Affiliate will be required to acknowledge their agreement to the terms of this Agreement in writing through the completion of an account request form. Issuer shall not share account information among the participating Affiliates. Information regarding Affiliate transactions and account information may only be shared with the Company.

**3. Credit Limit and Authorizations.**

3.1 Issuer will notify Company of the Credit Limit assigned to the Account. Company 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 Company to exceed its Credit Limit. Company must comply with the Credit Limit even if Issuer has previously permitted Company to exceed the Credit Limit. Company shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Company. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

**4. Controls.**

4.1 Company may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant's adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to

notify Company after any modification to a Control setting is made. Company shall review and manage the account set-up for all Cards based on Company's specific purchasing needs. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

- 4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.
- 4.4 Controls are provided for the convenience of Company in its efforts to manage usage of Cards and the Account. Issuer encourages Company to set Controls in a manner that Company determines is most likely to conform usage of Cards and the Account to the purposes determined by Company. However, Issuer is not responsible for the prudence of any particular Control level selected by Company. Company shall be liable for all Transactions, regardless of Control settings selected by Company or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

## **5. Billing and Payments.**

- 5.1 Issuer will provide Company with a billing statement for each Billing Cycle in which the Account has activity. Company agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date. The number of days Company has to make payment from the date of invoice to the Due Date is set forth in the Fee Schedule. Issuer strongly encourages Company to choose to receive billing statements electronically and make payments electronically to ensure that each payment posts by the relevant Due Date.
- 5.2 Company will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Company is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Company may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.
- 5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.
- 5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.
- 5.5 For payments not made by paper check, payments 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.
- 5.6 Regardless of payment method, Company must ensure that Company's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.
- 5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.
- 5.8 Company 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 fuel types. In addition, certain conditions in order to earn or receive the rebate or discount, such as but not limited to, maintaining the Company's Account in good standing, will apply and be provided to Company when such offers are made.
- 5.9 The Edge Network is a program whereby merchants may offer discounts for goods and services to Company. Cards issued pursuant to this Agreement will be enabled on the Edge Network and Company will be enrolled as a member of the Edge Network membership program, which is operated by Truckers B2B LLC ("TB2B"), an affiliate of Issuer. The Edge Network includes both fuel

and non-fuel discounts. Fuel discounts are applied automatically to Company's Account, and non-fuel discounts may be available for selection by Company on the Edge Network online portal.

5.10 Fuel merchants that have elected to participate in the Edge Network have authorized Issuer to charge Company for designated fuel purchases on a retail-minus basis. In order to calculate retail-minus pricing, TB2B takes the retail price provided to TB2B at the time of the transaction and subtracts a specific number of cents-per-gallon as specified in advance by the merchant with respect to the relevant location and fuel type. TB2B or another affiliate of Issuer receives or may receive compensation from the merchants whose goods and services are offered via the Edge Network.

5.11 TB2B may apply each fuel price discount for a given transaction either during the settlement process or periodically as a rebate after the fact. When TB2B makes the adjustment during the settlement process, the discounted price will be reflected in the transaction price on Company's transaction reports and invoices. When TB2B provides the discount as a rebate, Company's transaction reports and invoices will show the retail price. Each month, TB2B will review Company's previous month's transactions and calculate the amount of any discounts still owed to Company from that previous month. On condition that Company's Account is then in good standing, Issuer will then either credit Company's Account or issue Company a rebate check, at Issuer's option.

5.12 Company agrees and acknowledges that all Edge Network discount offers may terminate or change from time to time without notice to Company, which may include, without limitation, a fuel merchant changing its participating locations or fuel types. Additional terms and conditions will apply to, and be set forth on, the Edge Network online portal.

## **6. Reports.**

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

## **7. Late Fees.**

7.1 If Company 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 to the Total Outstanding Balance (as defined below). The Late Fee will be the greater of \$75 or 7.99% (for monthly Billing Cycles) of the Total Outstanding Balance on the Calculation Date, 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. Company 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 The "Calculation Date" is the earlier of (a) the posting date for Company'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. The "Total Outstanding Balance" is the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have posted to the Account, through the Calculation Date.

7.3 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, Company agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

## **9. Disputed Amounts.**

9.1 Company shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Company may dispute an amount reflected on a billing statement if: (a) the

amount does not reflect the face value of the Transaction; (b) the amount being disputed is a fee that is not properly accrued under this Agreement; or (c) Company does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Company or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Company, which does not constitute Unauthorized Use or relieve Company from liability for the Transaction.

9.4 Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Company may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

#### **10. Unauthorized Use.**

10.1 If Company or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Company would like to terminate authority of an Account User to use a Card or Account, Company will notify Issuer by immediately calling 1-866-544-5796. Company shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.2 Except as provided in Section 10.3, Company will be liable to Issuer for all Unauthorized Use of a Card or Account: (a) that occurs before Company provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or (b) Issuer determines that such Unauthorized Use would have been prevented by Company adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Company's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

10.3 Reserved.

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

#### **11. Representations by Company.**

11.1 Company represents and warrants to Issuer that: (a) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Company; and (b) that Company's execution and performance of this Agreement (i) does not constitute a breach of any agreement between Company and a Person other than Issuer, or of any duty arising in law or equity, (ii) does not violate any law, rule or regulation applicable to Company, and (iii) if Company is an organization, is within the organizational powers of Company and has been authorized by all necessary organizational action of Company.

#### **12. Other Obligations of Company.**

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

12.2 Issuer may investigate the financial condition of Company and its subsidiaries and affiliates at any time. If requested, Company agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over-year and shall be in accordance with the books and records of Company. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

12.3 Company agrees to provide written notice (a) in advance of any change to its legal name or in the ownership of Company, (b) in advance of any change in the organizational structure of Company, including any merger or reorganization, or sale of substantially all of Company's assets, (c) immediately if Company 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 Company.

### **13. Amendment.**

Company agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Company with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

### **14. Term and Termination.**

14.1 Term; Termination. This Agreement is effective upon the date of the last signature hereto and will continue for a period of five years (the "Initial Term"), unless earlier terminated pursuant to the terms of the Agreement. After the Initial Term, unless either Party provides written notice of non-renewal to the other Party at least 90 days prior to the end of the then-current term, 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"). Issuer may terminate this Agreement during the Term for any reason. Issuer shall provide Company with any notice required by applicable law in connection with the exercise of its termination right under this Section 14.1. Company may terminate the Agreement after the Initial Term upon ninety (90) days' prior written notice to Issuer. Issuer's right to terminate this Agreement pursuant to this Section 14 are in addition to Issuer's termination rights otherwise set forth in this Agreement, including without limitation under Section 15

14.2 Termination Fee. In the event of the termination of this Agreement (1) by Issuer for cause, or (2) by Company 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 Company to Issuer, and Company shall make all outstanding payments due prior to the date of termination. Company 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 the preceding clauses (1) or (2) of this Section. Accordingly, in the event of such termination, Company shall pay a fee for termination ("Termination Fee") equal to: (A) Issuer's actual costs of implementation of the services for Customer under the Agreement, 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 Company's average volume during the 12 months preceding receipt of such a termination notice. 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. Company acknowledges that Company 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.

14.3 Obligations Upon Termination. In the event the Agreement is terminated by Company, any rebates payable to Company by Issuer or WEX Inc., as the case may be, shall immediately terminate and the standard fees set forth in Schedule B shall apply for the remainder of the Term. After termination, Issuer shall have a reasonable amount of time to terminate the Account. Company shall not use a Card or the Account to make a purchase after termination of this Agreement. Company shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Company may retain a copy of any records or Account information for archival or data retention purposes.

14.4 Survival. The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Company has performed all of its obligations under this Agreement. As a result, after termination, Company remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

### **15. Default by Company.**



15.1 Company will be in "Default" under this Agreement if: (a) Company fails to perform any obligation under this Agreement; (b) a representation or warranty by Company 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 Company; (d) any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Company; (e) there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Company, or any other material adverse change in the financial condition of Company; (f) any adverse judgment, order or award is entered against Company that has a material adverse impact on the financial condition of Company or a detrimental effect on the ability of Company to perform its obligations under this Agreement; (g) Company is in default under any other agreement between Company and Issuer or its affiliates; or (h) any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Company is in Default: (a) Company will not have any further right to borrow under this Agreement; (b) Issuer may declare all outstanding amounts under the Account to be immediately due and payable; (c) Issuer may terminate this Agreement; and (d) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Company 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. Company agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Company's obligations under this Agreement.

## **16. Foreign Transactions.**

16.1 Cards are issued for use by Company's operations based in the United States, but may be used in Canada. Company may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Company will: (a) be billed in U.S. Dollars; (b) receive reporting in English; and (c) pay the currency conversion fee as reflected in the Fee Schedule.

16.2 Issuer will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate 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.**

Issuer shall not be liable for any loss sustained by Company 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 Company as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: (a) all fees paid by Company 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 Company'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 Company 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.

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

## **18. Waivers.**

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

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

## **19. ARBITRATION.**

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

19.1 This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

19.2 Covered Claims. (a) Company or Issuer may arbitrate any claim, dispute or controversy between Company and Issuer arising out of or related to this Account, any previous related Account, the relationship between Company and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Company and the term "Company" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." (b) If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. (c) Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Company or Issuer, or by a Person making a Claim through Company or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

19.3 Arbitration Limits. (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. (b) Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

19.4 How Arbitration Works. (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Company's billing address. (b) If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. (c) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. (d) The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law. (e) The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief



statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

19.5 Paying for Arbitration. Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

19.6 The Final Award. (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. (b) A final award may be entered in any court of appropriate jurisdiction.

19.7 If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Company and Issuer.

## **20. Confidentiality.**

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; (d) is disclosed by Issuer to its financial services regulators; (e) is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or (f) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Company expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

## **21. Program Information.**

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Company (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Company understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Company to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Company chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Company may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: <https://www.wexinc.com/privacy-policy/>. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Company 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.**

Company may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of

performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

### **23. Miscellaneous.**

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

23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Company consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur. Company 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 Company's account, at any telephone number, or physical or electronic address provided by Company or an Account User or at which Company or an Account User may be reached. Company agrees that Issuer may contact Company and Account Users in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by an Account User or someone else. In the event that an agent or representative calls, they may also leave a message on Company's or the Account User's answering machine, voice mail, or send one via text.

23.3 Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

23.4 This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

23.5 If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

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

23.9 Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: (a) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (b) by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim

that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the “best evidence” and an “original” of such a writing.

23.10 Company agrees that Issuer may: (1) include the name, logo, and success stories of Company on Issuer’s website and in press releases, presentations, promotional and sales literature, and advertising materials; and (2) identify Company as a customer in Issuer’s published customer list, earnings reports, and in response to third-party inquiries.

23.11 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

23.12 This Agreement, any notices in connection with this Agreement, and any guaranty of Company’s obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof.

NOW THEREFORE, the parties hereto have executed this Agreement as of the dates set forth below and made it effective as of the date of last signature.

[SAMPLE ONLY – NOT FOR EXECUTION]

**Schedule A****Definitions**

"Account" means the charge card account provided to Company by Issuer. An Account may be accessed by a Card or an account number.

"Account User" means Company or any other Person that Company has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.

"Billing Cycle" means the time interval between the dates of Company's regular billing statements. Company'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.

"Affiliate" means entities that directly or indirectly (either presently or in the future and/or in the future through one or more intermediaries) control, are controlled by, or are under common control with Company.

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

"Card" means a plastic card provided by Issuer that may be used to access an Account.

"Controls" are a set of authorization tools designed to assist Company with managing Transactions.

"Credit Limit" is the amount of credit assigned to Company's Account as established by Issuer from time to time.

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

"Due Date" means the date the repayment of the balance of the Account is due as provided on a billing statement.

"Fee Schedule" means the List of Fees included as Schedule B.

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

"Party" means Bank or Company and "Parties" means Issuer and Company. "Person" means an individual, corporation, partnership, limited liability company, trust or other organization.

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

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

**Schedule B****1. List of Fees**

Set-up Fee	\$40.00
Monthly Card Charge	Up to \$2.00 per card <sup>1</sup>
Replacement Card	\$2.00 per card <sup>3</sup>
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	Up to \$3.00 per card swipe at a diesel pump <sup>1</sup>
Program Maintenance Charge	Up to \$0.05 per gallon <sup>2</sup>
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

<sup>1</sup>Actual charges to be applied to your account will be disclosed on your billing statement.

<sup>2</sup>May be applied in arrears on your billing statement. Actual charges to be applied to your account will be disclosed on your billing statement.

<sup>3</sup>A fee of \$3.00 may apply for chip-enabled cards.

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

**2. Billing and Payment:**

Billing and payment of all charges made using the Program are subject to the following:

- A. Billing Cycle: Monthly
- B. Due: [14] calendar days from billing date appearing on invoice.

In the event that you have participating Subs and Affiliates, all entities will have the same billing cycle and payment term.

**3. Financial Incentives:****Definitions:**

I. "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") 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 Company was invoiced.

II. "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 Company 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 Company was invoiced. Issuer shall pay to Company a rebate subject to the terms and conditions defined below. Company understands that it is possible to qualify for either, neither, or both a Volume Rebate or Payment Timing Rebate.

A. Volume Rebate

**GALLONS TO DETERMINE BASIS POINTS REBATE**

Issuer shall pay a monthly rebate, in the accordance with the below Rebate Table, off all qualified Monthly Retail Transactions charged to Company’s accounts on the Program.

**Rebate Table (Monthly)**

Gallons	Rebate Factor

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

1. your Monthly unit of measure totaling at least the minimum amount appearing in the Rebate Table;
2. utilization of centralized billing by you and if applicable, by each of your Affiliates (i.e. one bill, one payment for each entity); and
3. our receipt of payment in full by the payment due date appearing on the invoice.

**Calculation**

Issuer shall commence calculating the Volume Rebate on the first day of the first billing cycle after this Agreement becomes effective. The Volume Rebate will be calculated by determining the applicable Rebate Factor, then by determining that Company and if applicable, the participating Affiliates have met the conditions 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 Rebate to be paid. In the event that there are participating Affiliates, if one such Affiliate does not qualify to receive a Rebate, it does not mean that the other entities that did qualify will not receive their rebate payment.

**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.

B. Payment Timing Rebate:

In addition to the Volume Rebate set forth above, Company may qualify for an additional rebate based upon Issuer receiving payment prior to the payment due date.

**WEX FLEET BUSINESS ACCOUNT AGREEMENT**

Subject to the express conditions below, Issuer will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to Company's accounts (the "Payment Timing Rebate"). Company shall select the billing cycle and payment frequency for the Agreement by placing an X in the "Election" column in the Payment Timing Table below.

**Payment Timing Table:**

<b>Election</b>	<b>Payment Timing Options</b>	<b>Basis Points (Rebate Factor)</b>	<b>Payment Timing</b>
	Daily Billing and Daily Payment	13 basis points (0.13%)	Payment received via Direct Debit* in full daily (i.e. every Business Day).
	Tri Monthly Billing and Payment	11 basis points (0.11%)	Payment received in full tri-monthly via Direct Debit* (on the 10th calendar day, 20th calendar day and 1st Business Day of the next month).
	Weekly Billing/Weekly Payment	9 basis points (0.09%)	Payment received via Direct Debit* and posted in full by the 7 <sup>th</sup> calendar day after the date appearing on Company's weekly billing statement.
	14 Day Billing/14 Day Payment	6 basis points (0.06%)	Payment received and posted in full by the 14th calendar day after the date appearing on Company's weekly billing statement.
	Monthly Payment (5 <sup>th</sup> of the month)	5 basis points (0.05%)	Payment received and posted to account in full by the 5 <sup>th</sup> calendar day of the month for the prior month's billing statement.
	Monthly Payment (10 <sup>th</sup> of the month)	2 basis points (0.02%)	Payment received and posted to account in full by the 10 <sup>th</sup> calendar day of the month for the prior month's billing statement.

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.

\*In order to receive these discounts, Company or any applicable Affiliate must permit Issuer to directly debit their bank account ("Direct Debit"). This discount will be applied at the time Issuer debits the Company's Account. In order to enroll in the Direct Debit program Company must complete a Direct Debit Enrollment Form.

**Conditions**

The Early Pay Rebate set forth herein is expressly conditioned on the following: (1) Receipt of payment in accordance with the option set forth in the Payment Timing Table (above); and (2) utilization of centralized billing and centralized payment by Company and each of the Company's Affiliates (i.e. one bill, one payment for each entity).

**Calculation**

Issuer shall commence calculating the Payment Timing Rebate on the first day of the first billing cycle after this Agreement becomes effective. The Payment Timing Rebate will be calculated by determining the Payment Timing and the applicable Rebate Factor, then by multiplying the Rebate Factor by the total dollar amount of Monthly Retail Transactions for each participating entity.

**Payment**

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

**Cost of Lending Adjustment**

Issuer may, in its sole discretion, decrease the applicable Rebate Factor set forth above with respect to the Volume Rebate (as adjusted by the Payment Timing Rebate, if any) by the applicable percentage (the "Adjustment Rate") set forth in the table below for every 0.5% (50 basis points) by which the Federal Funds Rate exceeds 5.25%.

BILLING/INVOICING FREQUENCY	ADJUSTMENT RATE
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**WEX FLEET BUSINESS ACCOUNT AGREEMENT**

Weekly	0.01% (1 basis point)
Bi-Weekly	0.02% (2 basis points)
Monthly	0.05% (5 basis points)

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. However, the Volume Rebate (as adjusted by the Payment Timing Rebate, if any) set forth above is the maximum Volume Rebate that Issuer will pay to Company, regardless of changes to the EFFR.

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.

By completing and signing this Schedule, you represent and warrant that you have the authority to bind the Company to this Schedule. This Schedule will become effective upon execution by Issuer.

**COMPANY NAME:****WEX BANK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# wex™ Vendor Inclusion & Diversity

## Program Introduction

WEX is the global commerce platform that simplifies the business of running a business. Our success has long been tied to our commitment to celebrating the differences in our people and encouraging our people to be their most authentic selves. We also acknowledge that building a sustainable company requires an intentional and continual focus on diversity & inclusion in everything we do. With that focus, we are in the process of establishing our official Vendor Inclusion & Diversity Program.

Our Vendor Inclusion journey has just begun. Our goal for the program is to enable WEX to optimize diverse suppliers to improve our operations, meet our customer needs and support our commitment to corporate social responsibility. Below we have included more information about our program and links for those interested in connecting with WEX's Vendor Inclusion Program.

### Program Mission & Vision

**Vision:** To be an industry leader in Vendor Inclusion & Diversity by being:

- Intentionally inclusive in our identification of vendors.
- Consciously unbiased in our evaluation and selection of vendors.
- Developing diverse vendors to be successful at WEX.

**Mission:** To build 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. To refine and optimize WEX's procurement processes to drive intentional inclusion of diverse businesses and build reporting and transparency to help diverse businesses compete equally and effectively in the marketplace.

### Contact Us:

Email: [VendorInclusion@wexinc.com](mailto:VendorInclusion@wexinc.com)

Interested in meeting with Vendor Inclusion, please use [this link](#) to schedule a time.

### Definitions & Terminology

The initial scope will be U.S. spend but will evolve to our global spend as our program grows. We currently define diverse businesses as companies that **are certified** by a third party as being at least 51% owned, operated and managed by historically underrepresented groups. This includes\*:

- Racial and ethnic minorities (Black, LatinX, Asian and Indigenous people),
- Women,
- People with disabilities,
- LGBTQ, and
- Veterans including service-disabled veterans

# **wex™** Vendor Inclusion & Diversity

## Program Introduction

**Certification** – Certification is when a diverse-owned organization employs a third-party certification agency to validate their diversity category and ownership status.

Certification organizations\* include:

- [WBENC](#) (Women's Business Enterprise National Council): certifies woman-owned business enterprises;
- [NMSDC](#) (National Minority Business Development Council): certifies minority-owned business enterprises;
- [NVBDC](#) (National Veteran Business Development Council) or [NaVOBA](#) (National Veteran Owned Business Association): certifies veteran-owned small businesses, verified by Veteran Affairs;
- [Disability:IN](#): certifies disability-owned business enterprises;
- [NGLCC](#) (National LGBT Chamber of Commerce): certifies LGBTQ-owned business enterprises.

*\*There are many state and local certification agencies that we will also accept. The [Small Business Administration](#) classifies small businesses through a largely self-identifying process. To be included in WEX Vendor Diversity reporting third party certification is required and the organizations listed above are preferred.*

### **U.S. Definitions:**

**Minority-Owned** – A business that is at least 51% owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are African Americans (Black), Hispanic Americans, Native Americans, Asian-Pacific Americans, Alaskan Native Americans, and Indian Sub-Continent Americans.

**Minority Business Enterprise (MBE)** – A Minority Business Enterprise usually certified by a federal, state, or local government agency as having met all of the government standards that award eligibility.

**Women-Owned** – A business that is at least 51% owned by, and whose management and daily business operations are controlled by, one or more women who are U.S. citizens. **Woman Business Enterprise (WBE)** – A Women Business Enterprise usually certified by a federal, state or local government agency as having met all of the government standards that award eligibility.

**Veteran Owned** – A business that is at least 51% owned by one or more veterans, who control and operate the business. The term “veteran” (38 U.S.C.101(2)) means a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than

**Disabled Veteran Business Enterprise (DVBE)** – A disabled veteran recognized by the state of California means a veteran of the U.S. military, naval, or air service, with a service-connected disability of at least 10% or more and who is a California resident. The enterprise must be at least 51% owned by disabled veterans and conduct daily business management and control. The home office cannot be a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based

# **wex™** Vendor Inclusion & Diversity

## **Program Introduction**

**Disadvantaged Veteran Enterprise (DVE)** – Disadvantaged Veteran Enterprise – A business that is a small business concern owned and controlled by veterans, where not less than 51% is owned, controlled and managed by veterans. As defined in (38 U.S.C. '101(2)) See veteran definition.

**Service Disabled Veteran Enterprise (SDV)** – A business that a veteran with a disability that is service connected. The term “service connected” means, with respect to disability or death, that such disability was incurred or aggravated, in the line of duty in the active military, naval or air service. (38 U.S.C. '101(16).

**Veteran Business Enterprise (VBE)** – Under SBA Guidelines Small Business Act (PL 85-536) as amended states: Small Business Concerns owned and controlled by veterans not less than 51% owned by one or more veterans and in the case of a publicly owned business not less than 51% of the stock is owned by one or more veterans.

**Disabled Owned** – A business that is a least 51% owned by one or more disabled persons who control and operate the business. Control in this context means exercising the power to make policy decisions and operate means to be actively involved in the day-to-day management of the business.

**LGBTQ Owned (LGBTQ)** – A business that is at least 51% owned and operated by a LGBTQ person(s).

**Veteran Owned** – A business that is a least 51% owned by one or more veterans, who control and operate the business. Country exceptions: Israel, Taiwan

**Disabled Owned** – A business that is at least 51% owned by one or more disabled persons who control and operate the business. Control in this context means exercising the power to make policy decisions and operate means to be actively involved in the day-to-day management of the business.

**LGBTQ-Owned** – A business that is at least 51% owned and operated by one or more LGBTQ person(s).

Status	Brand	Brand (Gas)	Speedway: Store #
Open	Speedway	Speedway	<b>9393</b>
Open	Speedway	Speedway	9704
Open	SuperAmerica	Speedway	9398
Open	Speedway	Speedway	9332
Open	Speedway	Speedway	9395
Open	Speedway	Speedway	9621
Open	Speedway	Speedway	9658
Open	Speedway	Speedway	9675
Open	Speedway	Speedway	<b>9677</b>
Open	Speedway	Speedway	9591
Open	Speedway	Speedway	9728
Open	Speedway	Speedway	<b>9651</b>
Open	Speedway	Speedway	<b>9593</b>
Open	Speedway	Speedway	9512
Open	Speedway	Speedway	<b>9402</b>
Open	Speedway	Speedway	9397
Open	Speedway	Speedway	<b>9394</b>
Open	Speedway	Speedway	9334
Open	Speedway	Speedway	9667
Open	Speedway	Speedway	9596
Open	Speedway	Speedway	9699

**Emergency sites in red**

Address	City	State	Zip	Phone	County
2290 Elkhorn Road	Lexington	KY	40505-4818	(859)293-5842	Fayette
447 East New Circle Road	Lexington	KY	40505-2618	(859)293-5836	Fayette
3393 Bates Creek Road	Lexington	KY	40502-3407	(859)268-4104	Fayette
911 Beaumont Centre Parkway	Lexington	KY	40513-1701	(859)223-5655	Fayette
2301 Paris Pike	Lexington	KY	40505-1963	(859)293-2361	Fayette
2490 Nicholasville Road	Lexington	KY	40503-3157	(859)278-2777	Fayette
900 Winchester Road	Lexington	KY	40505-3933	(859)254-4182	Fayette
819 South Limestone	Lexington	KY	40508-3222	(859)252-6994	Fayette
1401 Leestown Road	Lexington	KY	40511-2041	(859)253-4704	Fayette
2301 Versailles Road	Lexington	KY	40504-1605	(859)233-9798	Fayette
3660 Boston Road	Lexington	KY	40514-1545	(859)223-4469	Fayette
5360 Athens Boonesboro Road	Lexington	KY	40509-9491	(859)263-5279	Fayette
2900 Richmond Road	Lexington	KY	40509-1713	(859)266-4218	Fayette
515 Euclid Ave	Lexington	KY	40502-1735	(859)266-6390	Fayette
2997 Liberty Road	Lexington	KY	40509-4338	(859)264-1660	Fayette
1281 East New Circle Road	Lexington	KY	40505-4248	(859)255-3736	Fayette
1001 Georgetown Road	Lexington	KY	40511-1069	(859)389-8027	Fayette
2910 Bates Creek Road	Lexington	KY	40502-2924	(859)269-3885	Fayette
716 North Broadway	Lexington	KY	40508-1402	(859)255-6299	Fayette
246 Southland Drive	Lexington	KY	40503-1933	(859)278-8337	Fayette
803 South Broadway	Lexington	KY	40504-2601	(859)253-1773	Fayette

Long Lat (Latitude)	Long Lat (Longitude)	Location Type	Car Wash	Diesel	Emergency Site
38.0417	-84.4242	C-Store	FALSE	Yes	Yes
38.0561	-84.4608	C-Store	FALSE	Yes	No
37.9933	-84.49601	C-Store	TRUE	Yes	No
38.0141	-84.5551	C-Store	FALSE	Yes	No
38.079	-84.4504	C-Store	FALSE	Yes	No
38.00119	-84.51966	C-Store	FALSE	Yes	No
38.0415	-84.4711	C-Store	FALSE	Yes	No
38.03268	-84.50955	C-Store	FALSE	No	No
38.06438	-84.52028	C-Store	FALSE	Yes	Yes
38.0469	-84.5522	C-Store	FALSE	Yes	No
37.98	-84.551	C-Store	FALSE	Yes	No
37.96359	-84.39198	Fuel Stop	FALSE	No	Yes
38.0065	-84.452	C-Store	FALSE	Yes	Yes
38.0341	-84.4954	C-Store	FALSE	Yes	No
38.0101	-84.4229	C-Store	TRUE	Yes	Yes
38.02962	-84.4519	C-Store	FALSE	Yes	No
38.07576	-84.50704	Fuel Stop	FALSE	Yes	Yes
38.0077	-84.4957	C-Store	FALSE	Yes	No
38.05797	-84.48643	C-Store	FALSE	Yes	No
38.0136	-84.5214	C-Store	FALSE	No	No
38.04142	-84.51258	C-Store	FALSE	Yes	No