

## CONTRACT AWARD

**Date of Award:** July 08, 2021

**Contract ID:** **41829A**  
**Replace Contract:** 41829

**WSU Procurement Officer:** Robby Murray  
**Telephone:** 1-316-978-5185  
**E-Mail Address:** [purchasing.office@wichita.edu](mailto:purchasing.office@wichita.edu)  
**Web Address:** <https://www.wichita.edu/services/purchasing/index.php>

**Item:** **Vehicle Fleet Card Sourcewell Statewide -**

**Agency/Business Unit:** **Mandatory**

**Period of Contract:** **July 08, 2021, through September 7, 2024**

**Contractor:** **WEX Bank**  
111 East Seago Lily Drive, Suite 250  
Sandy, UT 84070

**Vendor ID:** **0000164813**

**Contracts Contact Person:** Denise Baumgart  
**E-Mail:** [denise\\_baumgart@wexinc.com](mailto:denise_baumgart@wexinc.com)  
**Local Telephone:** 1-913-393-3208  
**Fax:** 1-207-791-1687

**Payment Terms:** Net 30

**Political Subdivisions:** Pricing **is** available to the political subdivisions of the State of Kansas.

**Procurement Cards:** Agencies **may not** use a P-Card for purchases from this contract.

**Administrative Fee:** Administrative Fees have been incorporated into the unit prices of this contract.

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The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

## 2. Specifications

The State of Kansas has joined the Sourcewell Cooperative Purchasing #080620-WEX. The contract provides for Vehicle Fleet card and related services furnished by Wright Express Financial Services Corp.

Information concerning the Sourcewell contract is available at the following website:

<https://www.sourcewell-mn.gov/cooperative-purchasing/080620-wex#tab-contract-documents>

Service-related questions to be directed to:

Strategic Account Specialist Team

866-627-8039

[sas@wexinc.com](mailto:sas@wexinc.com)

Participating Addendum follows.

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

**CREDIT INFORMATION**

Participating Entity has requested a credit account pursuant to the Contract #080620-WEX ("Agreement") entered into between Sourcewell ("Sourcewell") and WEX Bank ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity State of Kansas		Phone # 785-296-2770	Fax# 785-296-7240	
Physical Address (Do not include PO Box) 900 SW Jackson, Suite 451 S Topeka, KS 66612-1216				
Mailing Address (if different from physical address)				
Sourcewell Member ID Number 3731		Participating Entity's Taxpayer ID # (TIN, FEIN or SSN) 48-1124839		
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$

**ACCOUNT SETUP INFORMATION**

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

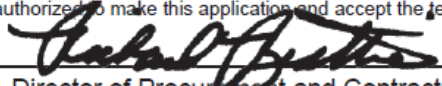
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Billing Contact Name			
Billing Address			
Designate the Participating Entity Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.			
Participating Entity Authorized Fleet Contact Name	Title	Phone #	Fax #
Email address (required to take advantage of product type card controls)			
<input type="checkbox"/> Check here if Participating Entity is exempt from motor fuels tax			

**TERMS**

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

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

Signature: 	Print Name: Richard Beattie
Title: Director of Procurement and Contracts	Date: 7-8-2021

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

<b>FOR OFFICE USE ONLY</b>	Oppty Number	Sales Code	Plastic Type SOURCEWELL	Coupon Code	Account Number 04
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### 3. Costing Sheet

## WEX FLEET CARD FINANCIAL INCENTIVES FOR SOURCEWELL MEMBERS

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide Sourcewell members with rebates in accordance with the below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement.

#### Definitions

“Monthly Gallons” shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) and private site transactions are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

“Monthly Retail Transactions” shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

#### A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all Sourcewell members’ Monthly Retail Transactions based on the tier established in the table below (the “Rebate”).

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

<b>Monthly Spend</b>	<b>Basis Points (Rebate Percentage) to member</b>
No minimum spend requirement	175 basis points (1.75%)

##### **Rebate Table – Non-State Members**

<b>Monthly Spend</b>	<b>Basis Points (Rebate Percentage) to member</b>
No minimum spend requirement	100 basis points (1.00%)

#### Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) electronic reporting; (3) payment in full within 26 calendar days of the billing date appearing on your invoice; (4) credit approval; and (5) signing a three-year contract.

**WEX will review any act or law as it pertains to payment timing for Sourcewell and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to Sourcewell members unless such act or law permits payment to be made in excess of 45 days from the billing date appearing on the invoice.**

#### Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

**Payment**

Rebates for international transactions shall be paid at a rate of 50% of the applicable RebatePercentage.

**B. Payment Timing Rebate:**

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to Sourcewell members' accounts (the "Payment Timing Rebate").

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

**Conditions**

The Payment Timing Rebate set forth herein is expressly conditioned on our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

### Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

### Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage.

### Cycle Swaps

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

### Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically, you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

### Billing and Payment

***Purchases are due and payable in full within 26 days of the date appearing on your invoice. WEX will review any act or law as it pertains to payment timing for the Sourcewell and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to Sourcewell members unless such act or law permits payment to be made in excess of 45 days from the billing date appearing on the invoice.***

Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject. Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date. Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

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.

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.

For payments not made by paper check, payments on a Business Day before the cut-off will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.

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

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.

**Late Fees**

Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject. If the Customer is not subject to a prompt payment law, the following applies.

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

The “Calculation Date” is the earlier of (a) the posting date for Customer’s payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred. 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.

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

**WEX Universal Fleet Card Fee Schedule**

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump <sup>1</sup>
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting
Clearview Essentials	WAIVED
Clearview Advanced	\$0.50 per active card, per month
Private Site Transaction Fee	\$0.35 per transaction

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

<sup>1</sup>At Tier 1 truck stops.

**WEX TELEMATICS PRICING**

Please see the attached “WEX Telematics Pricing.xlsx” and “WEX Telematics Master Agreement.pdf.”