



Office of General Services
Procurement Services

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Fuel Card Services

How To Use

Issued: July 3, 2024

Group 79008 Award 23310

Fuel Card Services

Contract PS70422

WEX Bank

(Herein Referred to as WEX)

Contract Term: **June 25, 2024 to December 31, 2025**

INTRODUCTION

The Fuel Card Services contract is designed to provide NYS Authorized Users with a centralized contract for a universally accepted Fuel Card that allows drivers to purchase Fuel for NYS vehicles at retail Fuel Locations located throughout NYS, and nationwide, as well as at NY State-owned and Contract User-owned Fuel Locations located within New York State, for conventional and alternative fuels supplied by multiple companies and limited Associated Products necessary for the safe operation of State vehicles. Use of the Fuel Card is designed to streamline and automate the purchase of Fuel for State business.

The intent of this document is to provide instruction for implementing a Fuel Card Services program, and guidelines for Fuel Card usage. **These guidelines are general usage guidelines, and are not intended to supersede more restrictive guidelines or policies adopted by Authorized Users.**

GENERAL INFORMATION

This Contract is available for use by all Authorized Users of NYS Contracts (See Appendix B, §2, *Definitions*, and §25, *Participation in Centralized Contracts*). Authorized Users are not mandated to use this Contract.

Fleet Contact Person:

Authorized Users must determine who at their agency will serve as the Fleet Contact Person for this contract. Fleet Contact Person duties are listed below.

NYS Contract Administrator:

The NYS Contract Administrator may be contacted with any questions regarding the centralized Contract. For the current contact information for this Award, please see the Contract Award Notification page located on the OGS website at:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7900823310can.htm>

WEX Contact Information:

WEX Bank may be contacted directly with questions about your specific agency agreement under this contract. For the current list of WEX contact information for this Award, please see the Contractor Information page located on the OGS website at:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7900823310ContractorInfo.pdf>

PROCUREMENT INSTRUCTIONS

To establish a Fuel Card Services program with WEX, Authorized Users should follow the following procedures:

1. Review the Contract Award Notification (CAN) and Fuel Card Services Contract to determine if the WEX Fuel Card will meet the agency's form, function and utility;
2. Designate a Fleet Contact Person; and
3. Engage the services of WEX by submitting the following to the WEX Contact Administrator:
 - A) A completed Participation Addendum (see page 9 of this document). WEX will use information submitted on this form to conduct a credit evaluation of Non-State Agencies. *Note: Standard Purchase Orders will not be used for this Contract;*
 - B) If applicable, NYS form FT-505.1, *Government Entity Credit Card Refund or Credit Election*, (available at http://www.tax.ny.gov/pdf/current_forms/misc/ft505_1.pdf);

- C) Upon receipt of a Participation Addendum, WEX will work with the Authorized User's designated Fleet Contact Person to implement a Fuel Card Services program. The Fleet Contact Person will then complete a WEX Fleet Program Data Intake spreadsheet, which requests specification of driver and vehicle information, Fuel Card type (i.e., Fuel only or Fuel and Associated Product), embossing requirements, Fuel Card control settings (e.g., driver or vehicle PIN, card reader prompts, and card usage limits), and authorized online users. If applicable, the Fleet Contact Person will also be required to complete a "Certificate of Buyer of Taxable Fuel" form, provided by the Contractor, so that Federal Excise taxes may be deducted prior to invoicing.

CARD ISSUANCE

Fuel Cards will be distributed to the Fleet Contact Person. The cards will be sorted, bundled and delivered according to the Fleet Contact Person's specifications. Each card will be issued with a three (3) year active period.

WEX will set up the account(s) and issue cards after receipt and verification (including a credit evaluation, if applicable) of the documents listed above under "Procurement Instructions." The time to setup the account(s) will be dependent upon the complexity and size of the Agency. The implementation period can take up to 90 days for the most complex setups.

CARD RENEWAL

WEX will coordinate card renewals with the Fleet Contact Person eight (8) weeks prior to the expiration date of the card. The cards will be issued based on the current approved cards in the WEXOnline system. The Fleet Contact Person will be responsible for keeping all card information current. Unless otherwise agreed upon, WEX will deliver new cards approximately 45 days prior to expiration to the Fleet Contact Person. Cards will be sorted, bundled and delivered according to the Fleet Contact Person's specifications.

Cards which were issued under the previous Award will continue to work under this new Award until those cards have expired.

CARD CANCELLATION AND LOST OR STOLEN CARDS

To cancel a card, destroy card and notify WEX via WEXOnline account maintenance or through customer service at 1-866-544-5796. Fuel Cards will not be cancelled by WEX for inactivity.

If a card is lost or stolen, immediately notify WEX customer services at 1-866-544-5796. Upon notification of a lost or stolen card, the Authorized User is not liable for unauthorized charges.

The Fleet Contact Person will be responsible for coordinating cancellation of the card and working with WEX to reissue a card for the account.

WEX will print and send replacement cards to the Fleet Contact Person within 24 hours of notification. If a card is ordered as a replacement, it will be an identical card to the original card in hand. All cards ordered as lost/stolen will result in a new eighteen-digit card number and the original card will be rendered inactive in the system.

CARD ACCEPTANCE

The WEX card is a universal card that can be utilized at Fuel Locations located throughout New York State, and nationwide, for Fuel supplied by multiple oil companies. In addition to acceptance at retail outlets, Wex's Fuel Card can be coded for acceptance at the card reading equipment located at any Contract Users' Private Site Fuel Stations. Retail Fuel Locations that accept the WEX card should display the WEX logo, however if they do not this doesn't mean they do not accept WEX. Authorized Users may search for accepting retail Fuel and non-Fuel Locations at the WEX website: <http://www.wexinc.com/accepting-locations>, or on the WEX Connect app for your smart phone.

FEE AND DISCOUNT SCHEDULE

For the current fee and discount schedule for the Award, please see the Award Document, or the Master Contract (NASPO). The use of Fuel Cards at Private Sites may be subject to network transaction fees only where such fee is passed through to the Authorized User without markup, would be generally applicable to site owners for live authorization, and where the per transaction amount of such fee is disclosed to the Authorized User prior to initial assessment of the fee.

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for on-site bulk fueling transactions. Transactions that occur at a private site location, utilizing a local (non-networked/non-WEX) authorization, carry no additional costs from WEX. If a site owner were to network their transactions from their owned private site locations to WEX (run each transaction through a network to WEX for authorization), there is a \$0.15/transaction cost (see pg 30 of the Master Contract for further information).

All services available on the Master Contract (car wash, parking, associated products) should be discussed with an Authorized Users' legal department; and its use is at the discretion of the Authorized User.

VOLUME INCENTIVES AND REBATE

The incentive and rebate program is outlined below. There are two Volume Incentive rebates offered. There is the Standard Volume Incentive, and National Annual Volume Incentive.

Standard Volume Incentive:

Each Participating Entity will receive a basis point (percentage) of their quarterly standard sales volume.

This is calculated based on the following formula:

Quarterly Total Volume x Basis Points = Quarterly Standard Volume Incentive

The Basis Points Offered for this incentive are 170 points (1.70%)

National Annual Volume Incentive:

Each Participating State receives an incentive based on the total all National Annual Volume (total annual sales for all Participating States/Participating Entities)

This is calculated based on the following formula:

National Annual Volume (for all Fleet Products) x Basis Points = National Sales Volume Incentive

Tiers for this are outlined below:

Total Annual Spend	Basis Points
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\$50,000,000 – \$100,000,000	10 (.1%)
\$100,000,001– \$200,000,000	15 (.15%)
\$200,000,001– \$300,000,000	20 (.2%)
\$300,000,001– \$400,000,000	25 (.25%)
\$400,000,001+	30 (.3%)

Refer to the Master Contract (NASPO) for further details on these rebate incentive programs and the prompt payment incentive information.

APPROPRIATE USE

The Fuel Card is to be used to purchase Fuel and Associated Product for the Authorized User's vehicles and equipment (e.g., automobiles, trucks, and heavy and light duty equipment). The card may only be used to purchase products and services for official government or business purposes and not for personal, family or household purposes.

The WEX Card can be used to make the following purchases:

1. **Fuel:** Conventional Fuels (e.g., gasoline and diesel) and Alternative Fuels (e.g., hydrogen, propane, compressed natural gas (CNG), liquefied natural gas (LNG), methanol, ethanol and electricity). The Fleet Contact Person is responsible for notifying card users about the Authorized User limits on gasoline type (e.g., regular grade, mid-grade and premium). Additionally, if a type of fuel is not referenced in this Contract (e.g. aviation fuel) or if a new type of fuel becomes available during the term of the Contract from a commercial/retail source that Wex has a relationship with or can enter into a relationship with to provide the non-referenced/emerging fuel, then it may be made available for purchase by Authorized Users.; and
2. **Associated Product:** A non-Fuel Product that may be purchased with the Fuel Card in an Emergency situation. Associated Products purchased in an Emergency situation are limited to Products that are required for continued safe operation of the vehicle (e.g., motor oil, transmission fluid, windshield wipers and fluid, and tire repair).

The following are general use guidelines for the Fuel Card. Authorized Users may adopt more restrictive guidelines or policies.

1. Driver ID/PIN numbers are confidential and must not be shared with anyone. Do not keep the number with or write it on the Fuel Card;
2. Fuel Cards assigned to a vehicle are to be used for fueling of that vehicle only;
3. Fuel Cards assigned to individuals are to be used for official government or business purposes only;
4. Fuel Cards are to be used for approved Fuel products for each vehicle. Unless otherwise approved by the Fleet Contact Person, drivers should purchase regular grade unleaded fuel, rather than mid-grade or premium unleaded. If appropriate for the vehicle, diesel Fuel or alternative Fuel shall be purchased;
5. If applicable, an accurate odometer reading shall be entered at the pump at each fueling;
6. The Fleet Contact Person should set controls for each card that limits use by Fuel Location, days/times, number of transactions, and number of gallons allowed. WEX can also establish email alerts that notify a designated individual of Fuel Card misuse;

7. Unless otherwise authorized by the Fleet Contact Person, self-service pumps shall be used instead of full-service; and
8. Fuel Card users shall use their discretion in choosing Fuel Locations. This may include selecting the most competitive Fuel provider in situations where multiple providers are within close proximity to one another. Every reasonable effort should be made to select the vendor with the lowest advertised or displayed Fuel price. Before fueling, driver should verify that the vendor is a participant in the WEX network.

FLEET CONTACT PERSON

The Authorized User shall designate a Fleet Contact Person for their Fuel Card program. The Fleet Contact Person's duties may be designated to multiple persons according to the agency's structure and business practices. However, each Authorized User must have one Fleet Contact Person. The Fleet Contact Person's responsibilities shall include, but are not limited to:

- Creation of account with WEX;
- Receipt of Fuel Cards;
- Physical security of Fuel Cards;
- Establishment of Cardholder account access;
- Distribution of Fuel Card usage procedures to appropriate agency staff;
- Management of the account (e.g., requesting Fuel Cards, making changes to Fuel Card Authorized User options, and terminating Fuel Cards);
- Monitoring agency accounts with the Contractor to ensure that account and Fuel Card information is current;
- Maintaining a record of all Authorized persons who have physical access to the Fuel Cards;
- Termination of lost/stolen cards as appropriate;
- Review of monthly invoices for appropriateness of card usage following the agency determined reconciliation process;
- Ensuring that the card is used only for appropriate purchases in conjunction with State business and rules;
- Establishment of agency card restrictions and controls for the fleet;
- Review of transactions to ensure that Fuel Card users are in compliance with agency restrictions and controls; and
- Receipt of agency activity reports and statements.

ONLINE ACCOUNT MANAGEMENT AND REPORTING

AUTHORIZED USERS CAN MANAGE THEIR WEX ACCOUNTS AND RUN STANDARD REPORTS ONLINE AT THE WEXONLINE SITE: [HTTPS://GO.WEXONLINE.COM](https://go.wexonline.com). YOUR WEXONLINE USER NAME AND TEMPORARY PASSWORD WILL BE SENT AUTOMATICALLY FROM ONLINE_SERVICES@WEXINC.COM. TRAINING

WEX will provide implementation and on-going training related to the Fuel Card Services program to the Authorized Users throughout the term of the Contract. WEX will provide each Authorized User with all necessary training for the Fuel Card Services program, including user manuals and system documentation, at no additional cost. Such training will provide the Authorized User with:

1. A thorough understanding of Fuel Card acceptance and processing;
2. An understanding of Authorized User reports and reconciliation procedures;
3. Guidance in developing Authorized User internal reports; and
4. An understanding of security requirements and fraud prevention/detection.
5. An understanding of what Additional Products may or may not be purchased using the Fuel Card

HELP DESK SERVICES

WEX will provide help desk services for Authorized Users based on a twenty-four (24) hours per day, seven (7) days per week basis, including holidays, in order to address all Authorized User customer assistance needs and technical issues. For the current list of WEX contact information for this Award, please see the Contractor Information page located on the OGS website at:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7900823310ContractorInfo.pdf>

INVOICING

Unless otherwise agreed upon in writing between the Authorized User and the Contractor, Fuel and Associated Product costs must be separately invoiced on a monthly basis to each participating Authorized User. In order to allow for the aggregation of the NYS discount, all Authorized Users of the Contract shall be invoiced on the same billing cycle. *Note: See Appendix B, §45 Contract Invoicing and §47 Prompt Payments.* Invoices shall include, at a minimum, the following level of detail:

1. Total gallons of Fuel in tenths, and volume of Associated Product purchased during the billing period;
2. Total Gross/pump price of Fuel, and retail price of Associated Product purchased;
3. NYS discount(s) deducted;
4. Taxes deducted; and
5. Net amount due from the Authorized User.

In addition to the summary invoice described above, a transaction detail report will be available for download from a secure location at WEXOnline or submitted directly to the Authorized User in an Excel spreadsheet. The transaction detail report will match the billing cycle of the invoice and provide the level of detail listed the Piggyback Contract §2.15 *Service Requirements, II. Reporting, 1. Authorized User Transaction Reports*

INVOICE RECONCILIATION

Authorized Users shall have a reconciliation or Fuel transaction auditing process in place for the review of all transactions to prevent theft, abuse and fraud relating to the overall use of the card. It is the responsibility of each Authorized User to review Fuel Card charges and monthly invoices to reduce unnecessary and inappropriate charges. It is also the responsibility of each Authorized User to inform vehicle operators of current contracts and provisions and policies relating to Fuel Card purchases. If an

unauthorized purchase is detected, the transaction should be promptly investigated to determine whether the transaction was listed incorrectly or is truly an unauthorized purchase.

At a minimum, each invoice should be reviewed and monitored for the following PRIOR to payment:

1. The appropriate NYS Fuel and Associated Product discount has been applied prior to tax removal;
2. All federal excise taxes have been appropriately removed, if applicable; and
3. All state and local sales taxes have been appropriately removed, if applicable.

DISPUTE RESOLUTION

See Appendix B, Clause 59 - *Dispute Resolution Procedures*.

TAX DEDUCTION

- I. Contractor shall deduct all applicable federal, state and local government taxes for Fuel purchases prior to invoicing the Authorized User. Reference "Federal Tax Law Excise Taxes (Including Fuel Tax Credits and Refunds)" Publication 510, available at <http://www.irs.gov/pub/irs-pdf/p510.pdf>.
- II. The Authorized User Agency shall certify tax exempt status by completing NYS form FT-505.1, *Government Entity Credit Card Refund or Credit Election*. *Note: The Contractor must counter-sign form FT-505.1 and submit it to the NYS Department of Taxation and Finance before taxes can be deducted. The Contractor may claim a refund of the taxes that were paid by the Authorized User for the Fuel purchase by filing form FT-505, Claim for Refund of Taxes Paid on Government Entity Credit Card Purchases of Fuel, with the NYS Department of Taxation and Finance.*
 - a) Individual Fuel Cards shall be assignable by an Authorized User to a specific: Federal Excise Tax;
 - b) New York State Excise Tax;
 - c) New York State Petroleum Business Tax;
 - d) New York State Sales Tax; and
 - e) Any local Sales Tax levied by a political subdivision of the State of New York

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

CREDIT INFORMATION

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

ACCOUNT SETUP INFORMATION

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

Billing Contact	Billing Address	City	State	Zip+4
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Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your Authorized User to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #
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Mailing Address (if different from billing address)	City	State	Zip+4
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Email address (required to take advantage of product type card controls)

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

If you provide a valid email address above, you can select from these product type options: Fuel Only, EXCLUDING Roadside Assistance Fuel & Associated Products – oil/fluid, quick lube, parts/service, and gen merchandise but EXCLUDING Roadside Assistance

Check here if Authorized User is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: **Contract No. 23310 effective 06/22/2024** for Fuel Cards and Fuel Management Services (the "Agreement") between the (State and WEX BANK.

"Authorized User" shall mean the entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information section above.

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

AGREEMENTS OF WEX BANK AND AUTHORIZED USER:

- This Addendum is to allow the Authorized User to participate under the Agreement between WEX Bank and the State. It does not modify, amend or change the Agreement in any way.
- Authorized User represents that it is authorized or allowed by applicable law to enter into this Addendum and to participate under the Agreement.
- Authorized User requests the services of WEX Bank described in the Agreement and agrees to perform all duties of an Authorized User under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Authorized User 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 Authorized User's account.
- Authorized User acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Authorized User and this Addendum is the valid and binding obligation of the Authorized User, enforceable in accordance with its terms.

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

COMPLIANCE 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. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

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

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Authorized User has been duly authorized by all necessary action of their governing body, and that the undersigned is authorized to make this application on behalf of the Authorized User.

Signature: _____	Printed Name: _____
Title: _____	Date: _____