



Office of General Services Procurement Services

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Contract Award Notification

Title	:	Group 79008 – Fuel Card Services (WEX Bank, Inc.) Classification Code(s):
Award Number	:	23310 (Replaces Award 23062)
Contract Period	:	June 25, 2024 – December 31, 2025
Bid Opening Date	:	July 24, 2012 (NASPO – Value Point 00819)
Date of Issue	:	June 27, 2024 (Revised September 6, 2024)
Specification Reference	:	As Incorporated In Piggyback Award 23310
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This is a statewide contract for the provision of Fuel Cards that can be utilized at retail Fuel Locations located throughout New York State, and nationwide, for Fuel supplied by multiple oil companies, and Associated Products**. The card can also be used at NY State-owned and Contract User-owned Fuel Locations located within New York State. The Contractor will also provide Fuel Card Services, (e.g., Fuel discount, deduction of applicable taxes, reports of Fuel Card transactions, training and help desk services). Authorized Users are advised to review the associated contract for additional terms and conditions.

This Award has % MBE, 0% WBE and 0% SDVOB goal requirements.

PR # 23310

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PS70422	WEX Bank 111 East Seago Lily Dr. Suite 250 Sandy, UT 84047	207-749-6176 800-492-0669	841425616 1000009725

Cash Discount, If Shown, should be Given Special Attention.

For prompt payment information, please see below on page 4 of this document, section titled 2. *INCENTIVE SHARE #2 – PROMPT PAYMENT INCENTIVE*

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,

- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**FLEET CARD REBATE/INCENTIVE
SHARE**

This Exhibit includes the Rebate/Incentive Share components for Fleet Card Services.

Rebate amounts will be based on total spend less write-offs, returns, and fraudulent charges.

A single payment combining Incentive Share Components 1 and 2 will be paid directly to the Participating State/Purchasing Entity on a quarterly basis as determined in the Participating Addendum. Incentive Share Payments can be made via account credit, mailed check, ACH or EFT payment (standard or non- standard format) as determined in the Participating Addendum. Incentive Share Payments must be received no later than the 60th day following the end of each calendar quarter.

Incentive Share Component 3 will be paid to the Participating State on an annual basis. Incentive Share Payment can be made via mailed check, ACH, or EFT as determined in the Participating Addendum. Incentive Share Payment must be received no later than the 60th day following the end of each calendar year.

Delivery of the rebate may be adjusted in any Participating Entity's Participating Addendum. 1 Basis Point = .0001 or .01%

INCENTIVE SHARE COMPONENTS

1. INCENTIVE SHARE #1 – STANDARD VOLUME INCENTIVE

Each Participating Entity will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

Quarterly Total Volume x basis points = Quarterly Standard Volume Incentive.

Basis Points Offered: 170 basis points (1.70%)

Conditions. The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 45 calendar days of the billing date appearing on the Purchasing Entity's invoice; (3) credit approval.

Quarterly Total Volume spend by all Purchasing Entities for all card liability products in a Quarter. "Quarterly Total Volume" includes the total amount of all purchases made using Cards at retail locations that appear on invoices provided to the Purchasing Entity in three calendar months. Quarterly Total Volume shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to their 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, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. *Purchasing Entities will be charged the posted cash price at Tier 1 truck stops.

2. INCENTIVE SHARE #2 – PROMPT PAYMENT INCENTIVE

Each Participating Entity will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

Quarterly Total Volume x Basis Points for Entity average file turn days = Quarterly Prompt Payment Incentive.

Note: The payment terms for the Master Agreement is forty-five (45) days.

Conditions. The Prompt Payment Incentive set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Average File Turn Days in the Prompt Payment Table.

Basis point offered:

Avg File Turn Days	Basis Point		Avg File Turn Days	Basis Point		Avg File Turn Days	Basis Point
1	20		21	7.375		41	1.25
2	19		22	7		42	1
3	18		23	6.625		43	0.75
4	17		24	6.25		44	0.5
5	16		25	5.875		45	0.25
6	15		26	5.5		46	0
7	14		27	5.125		47	0
8	13.5		28	4.75		48	0
9	13		29	4.375		49	0
10	12.5		30	4		50	0
11	12		31	3.75		51	0
12	11.5		32	3.5		52	0
13	11		33	3.25		53	0
14	10.5		34	3		54	0
15	10		35	2.75		55	0
16	9.5		36	2.5		56	0
17	9		37	2.25		57	0
18	8.5		38	2		58	0
19	8.125		39	1.75		59	0
20	7.75		40	1.5		60	0

3. INCENTIVE SHARE #3 – NATIONAL ANNUAL VOLUME INCENTIVE

Each Participating State will receive an incentive based on the total National Annual Volume (total annual sales for all Participating States/Participating Entities). The formula for calculating the National Annual Sales Volume Incentive is:

National Annual Volume (for all Fleet products) x basis points = National Annual Sales Volume Incentive.

Conditions. The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 45 calendar days of the billing date appearing on the Purchasing Entity's invoice; (3) credit approval.

Total annual volume spend by all Participating States/Purchasing Entities for all card products in a calendar year. "National Annual Volume" includes the total amount of all purchases made using Cards at retail locations that appear on invoices provided to the Purchasing Entity in a calendar year. National Annual Volume shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to their 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, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. *Purchasing Entities will be charged the posted cash price at Tier 1 truck stops.

Basis Points Offered:

Total Annual Spend	Basis Points
\$50,000,000 – \$100,000,000	10
\$100,000,001– \$200,000,000	15
\$200,000,001– \$300,000,000	20
\$300,000,001– \$400,000,000	25
\$400,000,001+	30

FEES

Below is a list of fees allowed under this Master Agreement.

Fee Type	Fee Amount
Foreign Transaction Fee	1.5% of the total transaction value
Overnight Delivery Fee	\$15.00 per occurrence

Contract Users should review the How to Use, and the Master Contract (NASPO) for further details.