



**Office of General Services
New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>**

Fuel Card Services Contract Guidelines

Issued: June 25, 2012

Updated: July 9, 2012

**Group 79008 Bank Card Services
Award 22445 Fuel Card Services
Contract PS65802**

WEX Bank

(Herein Referred to as WEX)

Contract Term: June 22, 2012 to June 21, 2015

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. 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.**

DEFINITION OF TERMS

Terms used in this document that are capitalized shall be defined in accordance with the Contract (see section II.1, *Definition of Terms*).

GENERAL INFORMATION

This Contract is available for use by all Authorized Users of NYS Contracts (See Appendix B, §5, *Definitions*, and §39, *Participation in Centralized Contracts*), including Non-State Users listed in Table One and Table Two (See <http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). 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:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900822445can.pdf>.

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:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900822445can.HTM>.

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.

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. Fuel Locations that accept the WEX card will display the WEX logo. Authorized Users may also search for accepting Fuel and non-Fuel Locations at the WEX website: <http://www.wexinc.com/accepting-locations>

Authorized Users can swipe the WEX card at the pump or take it inside to the station attendant for processing at accepting merchants. It is recommended that drivers use the “pay at the pump” method, to reduce potential transaction error.

WEXPay: If a Fuel Location does not accept the WEX card but does accept MasterCard, Accounts enrolled in WexPay can instruct drivers to have the merchant contact WEX at **1-800-438-9140**. WEX will supply the merchant with a single-use MasterCard number for payment. The transaction will appear on your reporting and billing, along with your WEX card transactions, with the prefix “MC.” To sign up for this service, contact the WEX Contract Administrator for an enrollment form. ***Note: The State has not reviewed the associated transaction processing rules and terms of use for WEXPay; accordingly, the Authorized User is obligated to review and make an independent determination, with the advice of legal counsel as necessary, before authorizing usage of this service.***

FEE AND DISCOUNT SCHEDULE

For the current fee and discount schedule for this Award, please see the Contract Award Notification page located on the OGS website at:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900822445can.pdf>.

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); and
2. **Associated Product**: A non-Fuel Product that may be purchased with the Fuel Card in an Emergency situation, and car washes. 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. Non-fuel products, other than Associated Products that are required for continued safe operation of the vehicle (e.g., motor oil, transmission fluid, windshield wipers and fluid, and tire repair), and car washes, shall not be purchased with the Fuel Card;
6. If applicable, an accurate odometer reading shall be entered at the pump at each fueling;
7. 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;
8. Unless otherwise authorized by the Fleet Contact Person, self-service pumps shall be used instead of full-service; and
9. 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 the 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>. 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.

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:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900822445can.HTM>.

BILLINGS AND PAYMENT

Unless otherwise agreed upon in writing between the Authorized User and the WEX, Fuel and Associated Product costs shall be 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. Invoices shall, at minimum, include 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 in the Contract (see Section III.6A, *Authorized User Transaction Reports and Inquiries*).

Payment terms are defined in Appendix B, §62, *Contract Billings and Payments* (as amended in Section II.3, *Amendments to Appendix B*), Appendix B, §64, *Interest on Late Payments*, and are governed by Article 11-A of the State Finance Law. Payments by Authorized Users that are not subject to State Finance Law Article 11-A are as mandated by the appropriate governing law.

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

Disputed charges can result from incorrect amounts, duplicate charges, incorrect product codes, incorrect federal excise tax exemptions, incorrect product quantities, unprocessed credits, fraud or misuse. Designated personnel should contact WEX on any erroneous charges or other disputed items immediately upon discovery of the potential error. It is understood that the provision of services is subject, at times, to conditions beyond the control of the Contractor which may affect the provision of such service in some instances. An Authorized User may, at their option, choose to utilize the following dispute resolution process. **Note: Disputes of transactions conducted with WEXPay are subject to the MasterCard dispute process.**

1. First Level: In the event of any dispute arising between WEX and an Authorized User regarding services provided pursuant to this Contract, the complaining party shall notify the other and shall make a good faith effort to resolve the dispute within thirty (30) days and shall adhere to the order of precedence application set forth in the Contract. For disputes regarding individual Fuel Card transactions, the Authorized User must notify the WEX within sixty (60) days of the date of the invoice listing the disputed transaction in order for the Contractor to conduct a review with the applicable Fuel Location.

WEX requests that the Fleet Contact Person provide as many details regarding the transaction and the reason for dispute as possible, including, but not limited to the following: card number, driver identification number used, transaction date and time, transaction dollar amount, and reason for dispute. Additional information may be requested as necessary to facilitate the investigation.

2. Second Level: In the event that a dispute cannot be satisfactorily resolved by good faith efforts at the First level, then either party may, upon satisfaction of conditions set forth herein, refer the entire matter to the NYS Contract Administrator responsible for administration of the Contract for a determination. Conditions precedent to referral of a dispute to the Second and Third Levels of this dispute resolution procedure are: (i) any such referral must be made, if at all, within thirty (30) days of the time that notice of the dispute was first given by the complaining party to the other, and (ii) no duty or obligation arising hereunder which is the subject of a dispute, specifically including but not limited to any and all service obligations and any and all payment obligations arising hereunder may be refused, deferred, declined, withheld, delayed or diminished during the pendency of this dispute resolution process. The NYS Contract Administrator will make a determination on the dispute within ten (10) business days of receipt of the matter from the complaining party and will notify both parties of its determination simultaneously. The determination of the NYS Contract Administrator shall be final and binding upon the parties unless within ten (10) business days of receipt thereof, either party gives written notice of appeal to the Commissioner of General Services and provides therewith all matter pertinent to the dispute.
3. Third Level: In the event that a party is unsatisfied with the resolution of a dispute at the First and Second Levels, that party may, within ten (10) business days of receipt of the Second Level determination, refer the entire matter, in writing, to the Commissioner of General Services as a final appeal. The appealing party must provide, with its notice of appeal, all documents pertinent to the appeal, including a written description of the facts and circumstances giving rise to the dispute; the reason why that party is aggrieved and copy of this dispute resolution procedure. The Commissioner of General Services or a designated representative thereof shall render a decision resolving the dispute within thirty (30) days of receipt of all necessary and pertinent information. The decision of the Commissioner of General Services shall be final and binding upon both parties except that neither party shall be precluded from pursuing any legal remedy it may have. The decision of the Commissioner of General Services may be admitted as evidence of administrative determinations of fact in any legal proceeding pertaining to a dispute arising under this Contract.

Notwithstanding any of the above, WEX shall be obligated to provide continuous services and shall be liable for any breaches of this Contract, which in the State's discretion, cannot be resolved through the dispute resolution process.

Placeholder for Participation Addendum