

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
Wright Express Financial Services Corporation

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Wright Express Financial Services Corporation (Contractor or Wright Express).

Whereas, the Contractor replied to the Division's Invitation to Negotiate (ITN), No.: 15-973-163-X – Fuel Card Services;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract.

1.0 SUMMARY OF THE CONTRACTUAL SERVICES / SCOPE OF WORK

This Contract is to provide a Fleet Fuel Card Program for Vehicle Fleets owned by state agencies and Eligible Users in the State of Florida. The Fleet Fuel Card will be built on a Universal Platform. The Fleet Fuel Card Program will include the purchase of Fuel and any commodity and/or service for immediate use by the Eligible User to maintain daily operation of their vehicle fleet. Also, the Fuel Card may be used at Marinas and/or Airports as allowed for Marine Fleets and/or Aircraft Fleets. The Department seeks to improve quality and efficiency of services delivered, improve Eligible User services and reduce cost.

2.0 DELIVERABLES

Florida Department of Transportation (FDOT) Bulk Fueling Sites

Within 45 days of contract execution, FDOT and Wright Express will develop policies and procedures for transactions occurring at FDOT owned bulk fueling sites.

Fuel Price Mapping

WEXOnline contains a real-time fuel price mapping feature that allows fleets to see fuel price information based on recent Wright Express cardholder transactions at accepting merchant locations. This pricing information is fed into maps which include both satellite and standard map views. Results are updated with the most recent Wright Express transactions, showing you which stations have had the lowest prices in the area of your search. No prices older than seven days are presented. Search criteria include address, city, state, zip code, brand and PPG.

Fuel Site Mapping Mobile Application

The Fuel Site Mapping Mobile tool is a mobile application that allows users to enter into a web enabled mobile device (i.e. Blackberry, iPhone) their current location via GPS, zip code or address, as well as desired fuel type and search radius. The application returns a list of accepting merchants with address, distance from current location, and date and time of the last price per gallon for that site. This application obtains results from the

most recent Wright Express authorization data from accepting merchants. No prices older than seven days are presented.

Reporting Dashboards

Wright Express will provide the Department a reporting dashboard that will show key indicators of the program's performance. It is expected that this could include approximately 8-10 canned reports, with the ability to conduct ad hoc reporting as needed. Wright Express will work with the Department within the first 60 days after contract execution to gather requirements for these reports, and provide a date for first delivery of these reports based on development needs and complexity.

Discount

Wright Express will provide a discount of 145 basis points (1.45%) off all Monthly Retail Transactions charged to a contract user's account prior to submitting the monthly invoice.

International Transactions

Discounts for international transactions shall be paid at a rate of 50% of the applicable Discount Percentage.

Definitions

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Universal Cards at retail (not bulk or private site) 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), or (ii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. 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.

The service deliverables above are included in the contract at no additional charge. See **Section 4.04 for additional contract deliverables.**

OPTIONAL CONTRACT PRODUCTS

The following products may be utilized as part of this contract based on the needs identified by individual Eligible Users. Additional fees, terms and conditions may apply:

National Roadside Assistance

The Wright Express card offers national roadside assistance designed to decrease downtime, organize and improve the administration of road services, and reduce costs. Access to roadside assistance is free of charge (no membership required), but there is a cost for each incident based on the services utilized.

Our program provides your drivers with a reliable, toll-free, 24-hour, 365 day a year provider of high-quality roadside assistance program.

Services Include:

- Towing
- Mechanical first aid
- Jump start
- Tire change
- Lockout assistance
- Fuel and water delivery

Roadside Assistance transactions will be reported by vehicle. Through your reporting, you will be able to track your service expenses and maintain control over fleet costs. By using Wright Express, you'll get the benefit of pre-negotiated services rates with contracted garages therefore eliminating the need to search for reputable providers or send out multiple payments at the end of the month.

WEXSmart™

WEXSMART™ is a GPS wireless vehicle management system that helps customers control fuel and maintenance costs, track driver behavior, increase productivity, and manage risk. Utilizing GPS and wireless communications technology, Wright Express' WEXSMART™ gives managers real-time access to vehicle position, speed, and engine-operating conditions, through any internet connection. Managers can configure alerts and schedule reports that ensure drivers are where they should be, operating safely, and vehicles are in top operating condition, using fuel efficiently.

Price Risk Management

With Pricelock's Universal Retail Price Protection program, you can be on your way to guaranteed budget predictability and control in three simple steps:

- 1. Lock in protection** by estimating the number of gallons of fuel at a daily price for your area. Buy the option to purchase a specified number of gallons (minimum 42,000 per month) at a locked-in price for a specified term.
- 2. Swipe and pump with peace of mind.** Fuel your vehicles at more than 135,000 stations nationwide for the specified period of purchase. You are protected if prices go up beyond your option price. Enjoy the benefit of lower prices if fuel drops below the locked option price.
- 3. Manage your fuel** either by reviewing customized monthly statements provided by Pricelock or by visiting Pricelock.com to manage your committed gallons, review historical and current market trends and gain insight into factors that may influence fuel costs thus affecting your future purchasing decisions.

3.0 SUMMARY OF PEANALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERALBES

See PUR 1000 Section 23 (Termination for Cause) for details.

4.0 EFFECTIVE DATE

This Contract shall begin on the last date in which it is signed by all parties, whichever is later.

5.0 EXPIRATION DATE

This Contract shall expire 5 years from the effective date of the Contract, unless cancelled earlier in accordance with its terms.

6.0 RENEWAL

Upon mutual written agreement, the Department and the Contractor may renew the Contract for 5 additional years pursuant to the provision of PUR 1000 Section 26.

7.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, shall remain the property of the Contractor.

8.0 PREFERRED PRICE

The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

9.0 TRANSITION

If, at any time, this Contract is canceled, terminated or otherwise expires, and a Contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor, including providing documents and information not otherwise protected from disclosure by law and other reasonable requests made by the Contract Administrator.

10.0 CONTRACT DOCUMENTS

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the documents, the documents shall have priority after the contract document in the order listed:

- A. ITN No.: 15-973-163-X (the solicitation document – amendments thereto take precedence).
- B. Contractor's Response to the ITN.

11.0 CONTRACT MANAGEMENT

A. Contract Administrator

The Department employee who is primarily responsible for maintaining the Contract administration file shall be as follows:

David A. Bennett
Division of State Purchasing
Department of Management Services

4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Telephone: (850) 921-4072
Fax: (850) 414-6122
E-mail: David.Bennett@dms.myflorida.com

The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

B. Contractor's Representative

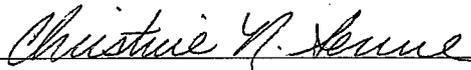
Sharon Linnane, Government Account Manager Wright Express Corporation
97 Darling Avenue South Portland, Maine 04106
Telephone: (941)761-0000
Fax: (207) 523-6377
E-mail: sharon_linnane@wrightexpress.com

With a copy to:
General Counsel
Wright Express Corporation
97 Darling Avenue
South Portland, Maine 04106
Telephone: (207) 523-7366
Fax: (207)523-6377

State of Florida
Department of Management Services

Approved as to form and legality
by the Department General Counsel's Office

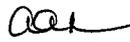

By: Linda H. South

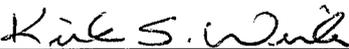


8/6/10
Date

August 3, 2010
Date

Wright Express Financial Services
Corporation

APPROVED AS
TO FORM



Signature

Kirk S. Weiler, President and CEO
Print Name

8/5/10
Date

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ("WEX FSC")
AND THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (the "STATE")**

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, WEX FSC 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 City of Greenacres		Phone # 861-642-2039	Fax# 561-642-2037
Business Name and Physical Address (Do not include PO Box) 5800 Melaleuca Lane, Greenacres, FL 33463			Applicant's Taxpayer ID # (TIN, FEIN or SSN) 59-0977961
In Business Since (yyyy) NA	Year of Incorporation (yyyy) 1926	Number of Vehicles Approx 104	Avg Monthly Fuel Expenditures \$ 63-^{For Fuel Cards} (Travel & Emergency)
		Avg Monthly Service Expenditures NA	

ACCOUNT SETUP INFORMATION

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

C I T Y O F G R E E N A C R E S

Billing Contact Accounts Payable	Billing Address 5800 Melaleuca Ln	City Greenacres	State FL	Zip+4 33463
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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 company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name Purchasing Administrator	Title	Phone # 561-642-2039	Fax # 561-642-2037
Mailing Address (if different from billing address)	City	State	Zip+4

Email address (required to take advantage of product type card controls)
amilo@ci.greenacres.fl.us

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:

All Products
 Fuel & Service
 Fuel & Fluids with Roadside Assistance
 Fuel with Roadside Assistance
 Mix of card types

Check here if business is exempt from motor fuels tax

Requesting 2 "Universal Cards" for Fuel

TERMS

DEFINITIONS:

"Agreement" means: Contract No.973-163-10-1 effective August 6, 2010 for Fuel Cards and Fuel Management Services (the "Agreement") between the State of Florida Department of Management Services and WEX FSC.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

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

AGREEMENTS OF WEX FSC AND PARTICIPATING ENTITY:

- This Addendum is to allow the Participating Entity to participate under the Agreement between WEX FSC and the State. It does not modify, amend or change the Agreement in any way.
- Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
- Participating Entity hereby requests the services of WEX FSC described in the Agreement and agrees to perform all duties of a Participating Entity 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. 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 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 Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

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

U.S.A. PATRIOT ACT: Our bank complies with Section 326 of the USA PATRIOT Act 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 you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also 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 FSC UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX FSC.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

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

Signature: *A Milo* Printed Name: **Alyssa Milo**
 Title: **Purchasing Administrator** Date: **9/20/10**

Complete and sign addendum. Fax to 1-800-831-4019.

FOR OFFICE USE ONLY	Oppty Number	Sales Code 10900154	Plastic Type SFL2	Coupon Code FL1	Account Number 04
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CERTIFICATE of BUYER of TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a)(4)(B) or § 6427(l)(6)(D) of the Internal Revenue Code.)

Fleet Card Account Number:

Federal Tax Identification Number:

Certification:

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer):

Of (Certifying Entity):

Entity Address:

Entity Phone Number:

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by (Credit Card Issuer):

Credit Card Issuer Address:

59-0977961

Purchasing Administrator
The City of Greenacres
5800 Melaleuca Ln
Greenacres, FL 33463
561-642-2039

Wright Express Financial Services Corporation
7090 South Union Park Ave Suite 350
Salt Lake City, UT 84047

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> State or local government | <input type="checkbox"/> American Red Cross or Blood Collection Center |
| <input type="checkbox"/> Public nonprofit educational organization | <input type="checkbox"/> Indian Tribe |
| <input type="checkbox"/> Private nonprofit educational organization | <input type="checkbox"/> Volunteer Fire/Rescue |
| <input type="checkbox"/> Foreign Diplomat (you must provide a copy of your PID Card) | |

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by Wright Express Financial Services Corporation, the above-named Credit Card Issuer.

Certification will be valid for twenty (20) consecutive calendar months commencing upon completion and remittance of this Certificate. Wright Express may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a facsimile transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Signature

Purchasing Administrator
Title

Printed Signature

Alyssa Milo
Date
9/22/10

FAX Completed form to 207-523-7104.



Tax Exemption & Reporting Enrollment Form

Instructions:

1. Complete part A and sign form at the bottom.
2. Attach all required FEDERAL and STATE certificates (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email tax_department@wrightexpress.com.
4. Fax completed forms to 1-207-523-7104 or mail to the Wright Express Tax Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

A. ACCOUNT INFORMATION

Fleet Name: <i>City of Greenacres</i>	Account Number: <i>04</i>
Authorized Fleet Contact: <i>Alyssa Milo</i>	Phone No.: <i>561-642-2039</i>
Fleet Contact email: <i>amilo@ci.greenacres.fl.us</i>	Fax No.: <i>561-642-2037</i>
Federal Tax ID Number: <i>59-0977961</i>	

IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws. You must complete these forms accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.

B. MOTOR FUEL TAX

- Tax regulations require Wright Express to maintain current copies of the following applicable certificates, based on your eligibility:
 1. **Federal** — A Certificate of Buyer of Taxable Fuel in the name of Wright Express Financial Services Corporation. (Included with this form.)
 2. **State** — A state certificate in the name of EACH participating merchant brand where you intend to fuel. (Obtain these from the appropriate state governing body.)
- For example, if you purchase fuel from 7 different participating merchant brands, you will need to submit one Certificate of Buyer of Taxable Fuel in the name of Wright Express Financial Services Corporation as your credit card issuer and 7 state certificates, one for each participating merchant brand where you intend to purchase fuel and are exempt from state fuel tax.
- Keep in mind that the time it takes to prepare the required documentation will save you time and money in the long run.
- Once we receive all of your properly completed documentation and we have completed the appropriate changes to your account, we will start billing you net of the applicable taxes. The sooner you send this form and all signed certificates, the sooner you start saving.

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a facsimile transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Fleet Signature

Date:

9/22/10

USER (INTERNAL USE ONLY):

The information contained in this facsimile message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.