

REQUEST FOR LEGISLATIVE ACTION

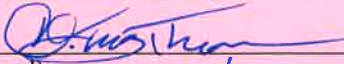
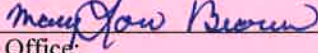
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19303

Sponsor(s): Dennis Waits

Date: October 31, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Forty-Five (45) month Term and Supply Contract for the furnishing of Fleet Fuel Cards for use by Various County Departments to WEX Bank of Midvale, UT; under the term and conditions of the State of Missouri Contract No. CC160898001, an exciting government contract.</u></p>																				
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Amount authorized by this legislation this fiscal year:</td> <td style="width: 20%; text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 70%;">Sheriff's Office</td> <td style="width: 30%; text-align: right;">\$30,000.00</td> </tr> <tr> <td>Facilities Management</td> <td style="text-align: right;">\$11,000.00</td> </tr> <tr> <td>Corrections</td> <td style="text-align: right;">\$15,000.00</td> </tr> <tr> <td>Jackson County Drug Task Force</td> <td style="text-align: right;">\$45,000.00</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$101,000.00</td> </tr> </table> <p>The RLA only approves the Term and Supply Contract; the funds will be appropriated through the annual budget adoption. Figures included in the background section are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$114,500.00 Prior Year Actual Amount Spent (if applicable): \$84,390.53</p> <p>Each department uses several different sources for fueling their vehicles and the departments have moved away from using their fuel cards unless necessary.</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Sheriff's Office	\$30,000.00	Facilities Management	\$11,000.00	Corrections	\$15,000.00	Jackson County Drug Task Force	\$45,000.00	Total	\$101,000.00
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 18708, February 2, 2015																				
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3465																				
REQUEST SUMMARY	Various County Departments require a Term and Supply contract to purchase fuel on an "as needed" basis when they are out of the area and away from our fueling locations.																				
	Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Forty-Five (45) month Term and Supply Contract for the furnishing of Fleet Fuel Cards for use by Various County Departments to WEX Bank of Midvale, UT; under the Terms and conditions of the State of Missouri Contract No. CC160898001, a competitively bid government contract.																				
	Recommended Vendor: WEX Bank, Midvale, UT Contract Number: State of Missouri CC160898001																				
	The Director of Finance and Purchasing recommends the approval of these contract due to the higher volume discounts offered to larger entities and/or purchasing groups. This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount.																				

	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Copy of the pertinent pages of State of Missouri Contract CC160898001	
REVIEW	Department Director: 	Date: 10/26/16
	Finance (Budget Approval): <i>If applicable</i> N/A	Date: 10/26/16
	Division Manager: 	Date: 10/27/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.


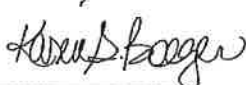
Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



NOTICE OF AWARD

State of Missouri
Office of Administration
Division of Purchasing
P.O. Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION/OPPORTUNITY (OPP) NUMBER CPPC30034901600898	CONTRACT TITLE Fuel Card w/Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services
CONTRACT NUMBER CC160898001	CONTRACT PERIOD July 20, 2016 through July 19, 2020
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 8414256160 1 / MB00074278
CONTRACTOR NAME AND ADDRESS WEX Bank 7090 South Union Park Center Suite 350 Midvale, UT 84047	STATE AGENCY'S NAME AND ADDRESS Various agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:	
<p>Contract CC160898001 is hereby established pursuant to Chapter 34.046 of the Revised Statutes of the State of Missouri. The contract (CC160898001) consists of the attached documentation as specified on page 2 of the Cooperative Contract Procurement document signed and dated July 15, 2016, including the referenced Participating Addendum, attached Exhibit A, and emails from Denise Baumgart dated 7/19/16 and 6/28/16, as well as the National Joint Powers Alliance (NJPA) contract, #042016-WEX and NJPA Notice of Award re: Request for Proposal #042016, including Exceptions to Proposal and the attached WEX response to Proposer Questionnaire (Section IX – Form A) of the RFP.</p>	
BUYER Laurie Borchelt	BUYER CONTACT INFORMATION Email: laurie.borchelt@oa.mo.gov Phone: (573) 751-1702 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7/19/16
DIRECTOR OF PURCHASING 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CC160898001

TITLE: FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT/
TRANSACTION/PAYMENT SETTLEMENT PROCESSING SRVCS (NJPA)

REQ NO.: N/A

BUYER: LAURIE BORCHELT

PHONE NO.: (573) 751-1702

E-MAIL: laurie.borchelt@oa.mo.gov

ISSUE DATE: 6/27/16

TO: WEX BANK
7090 SOUTH UNION PACK CENTER
SUITE 350
MIDVALE, UT 84047

RETURN SIGNED FORM TO:

(U.S. Mail)
PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
PURCHASING
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

OR FAX TO: (573) 526-9816 (either mail or fax, not both)

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS AGENCIES THROUGHOUT THE
STATE OF MISSOURI

The Contractor hereby agrees to provide the products/services described in the attached NJPA Contract No. 042016-WEX for Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services to the State of Missouri, political subdivisions and other governmental entities subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contract must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contract must register in Missouri BUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
WEX BANK			
MAILING ADDRESS			
7090 South Union Park Center, Suite 350			
CITY, STATE, ZIP CODE			
Midvale, UT 84047			
CONTACT PERSON		EMAIL ADDRESS	
Denise Baumgart		Denise.Baumgart@wexinc.com	
PHONE NUMBER		FAX NUMBER	
913-393-3208		207-791-1687	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		6/15/16	
PRINTED NAME		TITLE	
Darren Haas		Chief Financial Officer	

APPROVED
By Legal Support at 11:00 am, Jul 13, 2016

Exhibit A

1. Fee Schedule:

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	1% 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	\$35.00

Fees or Charges for Additional Products or Features is Available Upon Request.

2. Late Fees and Payment Terms as defined by Missouri Revised Statute Section 34.055:

Excerpt from Missouri Revised Statutes
Chapter 34
State Purchasing and Printing
Section 34.055

All invoices for supplies and services purchased by the State, duly approved and processed, shall be subject to interest charges or late payment charges as provided in this section.

- After the **forty-fifth** day following the date upon which the invoice is duly approved and processed, interest retroactive to the **thirtieth day** shall be paid on any unpaid balance, upon application of the vendor thereof.
- The rate of such interest shall be three percentage points above the average predominant prime rate quoted by commercial banks to large businesses, as determined by the Board of Governors of the Federal Reserve System.
- No late payment penalty shall be assessed against, nor payable by, the state unless pursuant to the provisions of this section.

The above statute governs late fees in Missouri.

Late fee rate: Prime plus 3%

When applied: 45 days from "approved and processed" invoice (retro to day 30)

When Invoices Are Considered Approved and Processed:

WEX would typically consider "approved and processed" to be 14 calendar days from either:

- a) the date WEX makes the invoice available to Missouri electronically; or
- b) the billing date appearing on the invoice if paper or mailed.

Delinquent: 55 days from a) or b) above would be the first date on which an Missouri account could be considered delinquent.

Rebates: The rebate is conditioned on payment in full within 30 days from the billing date appearing on the invoice regardless of delivery method.

3. FINANCIAL INCENTIVES:

Issuer shall pay to Company a rebate subject to the terms and conditions defined below.

Definitions:

"Monthly Retail Transactions" shall mean the total amount of all purchases made by each billing Account at retail locations during a calendar month. 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) any amounts posted to an account with respect to which a Card has been reported lost or stolen, or (iii) bulk fuel purchases, aviation fuel, or private site transactions.

i. Monthly Retail Transactions Based Rebate

Subject to the express conditions below, we will issue a rebate in accordance with the Rebate Table below off all Retail Transactions charged to your accounts (the "Volume Rebate").

Rebate Table

Monthly Retail Transactions	Basis Points (Rebate Percentage)
\$1 - \$1,499,999	130 basis points (1.30%)
\$1,500,000 - \$2,999,999	145 basis points (1.45%)
\$3,000,000 - \$4,499,999	150 basis points (1.50%)
\$4,500,000 - \$5,999,999	155 basis points (1.55%)
\$6,000,000+	160 basis points (1.60%)

ii. Payment Timing Rebate:

In addition to the Volume Rebate set forth above, Company may qualify for an additional rebate based upon Issuer receiving payment prior to the payment due date. Company understands that it is possible to qualify for either or both a Volume Rebate or Payment Timing Rebate.

Issuer shall pay a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to Company's accounts on the Program.

Payment Timing Table

Early Pay Incentive Rebate Due Date	Rebate Factor
Payment in full within 10 calendar days of the billing date appearing on Company's invoice	6 basis points (0.06%)
Payment in full within 5 calendar days of the date we make Company's invoice available, (including electronically)	8 basis points (0.08%)

Conditions Applicable to the Monthly Retail Transaction Based and Payment Timing Rebates:

- a) Issuer's receipt of payment in full no later than Thirty (30) calendar days from the invoice date or in the case of an Early Pay Incentive Rebate, by the Early Pay due date.
- b) Due to billing cycle cut off dates and monthly calendar variances invoices provided in a given month may contain transactions from previous months and they may not contain all transactions that occurred during the month in which you were invoiced.
- c) International transactions shall be included in the calculation for a rebate to determine the appropriate Rebate Factor however, the actual Rebate Factor to be applied to those transactions alone shall be reduced by 50%.
- d) Our billing and payment system provides for various billing cycle and payment timing options. In the event Company desires to change billing cycles, a request must be made 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.

Calculation and Payment of Rebates:

- a. Issuer shall calculate the rebate on the first day of the first billing cycle after this Schedule becomes effective.
- b. The rebate will be calculated by multiplying the applicable Rebate Factor by the total dollar amount of Monthly Retail Transactions.
- c. Rebates shall be paid to each billing account monthly in arrears either as an ancillary credit on Company's next invoice or via electronic payment. In the event that subsidiaries or affiliates are allowed to participate in the Program, rebates shall be paid directly to the subsidiary or affiliate at the billing account level.

iii. Merchant Rebates

Issuer has negotiated rebates at accepting merchants in the State of Missouri for the State and all Participating Entities (the "Merchant Rebates"). The current listing and associated discount is shown in the table below:

Name	Cents Off Per Gallon
Kum and Go	2.5 cents per gallon gasoline; 3 cents per gallon diesel
Wallis Oil	1 cent per gallon
Warrenton Oil	1 cent per gallon
Rhodes 101	2 cents per gallon
Ayers Oil	3 cents per gallon
Thoele, Inc.	2 cents per gallon
Hy-Vee	3 cents per gallon
Midwest Energy	1 cent per gallon gasoline; 2 cents per gallon diesel
Road Ranger	2 cents per gallon, gasoline only

Conditions

Merchant Rebates are expressly conditioned on the following: (i) use of the WEX issued card at the location; and (ii) continuation of the Merchant Rebate by the merchant. Please note that the merchant may suspend, modify or discontinue the Merchant Rebate at any time. Issuer cannot guarantee that the Merchant Rebates will remain the same throughout the life of the contract. In addition, the Merchant Rebates are subject to annual review by the merchant of the State's and the Participating Entity's purchasing volume at the merchant's locations.

Payment

Payments for Merchant Rebates will be in the form of credits made monthly in arrears directly to the qualifying entity for their own Monthly Retail Transactions.

iv. Signing Bonus

Issuer shall pay the State of Missouri a Signing Bonus in the amount of Twenty Five Thousand dollars (\$25,000.00) for a one year contract term ("Initial Term").

The Signing Bonus will be paid in the form of a check sent directly to the State within thirty (30) calendar days of the signing of this Agreement.

In the event you terminate this Agreement prior to the expiration of the Initial Term without cause, you agree to refund a prorated portion of the Signing Bonus to us by check within thirty (30) calendar days of the effective date of the termination.

v. Retention Bonus

Issuer shall pay the State of Missouri a Retention Bonus in the amount of Fifteen Thousand dollars (\$15,000.00) at the beginning of contract year two and again at beginning of contract year three.

Each of the two Retention Bonus payouts will be paid in the form of a check sent directly to the State within thirty (30) calendar days of the beginning of contract years two and three of this Agreement.

In the event you terminate this Agreement prior to the expiration of any term without cause, you agree to refund a prorated portion of the Retention Bonus to us by check within thirty (30) calendar days of the effective date of the termination.

4. DATA ANALYTICS

WEX is offering the State of Missouri, Clearview Data Analytics at a discounted rate of .20 / card.