

FLEET CARD SERVICES

(2021-2026 with the option to extend an additional 24 months at the sole discretion of the Lead State)

Led by the State of **Washington**

Master Agreement #: 00819

Contractor: **WEX BANK**

Participating Entity: **STATE OF ALABAMA**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Fleet Card Services led by the State of Washington for use by state agencies and other entities located in the State of Alabama authorized by Alabama statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Alabama. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Denise Baumgart
Address:	1 Hancock Street Portland, ME 04101
Telephone:	Cell (913-393-3208)
Fax:	
Email:	denise.baumgart@wexinc.com

Participating Entity

Name:	Bryan Matthews, Senior Buyer
Address:	100 North Union Street, Ste 192, Montgomery, AL 36104
Telephone:	334-353-5433
Fax:	334-242-4419
Email:	bryan.matthews@purchasing.alabama.gov



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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

See Attachment A

5. Lease Agreements: *Reserved*

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alabama as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Alabama	Contractor: WEX Bank
Signature:	Signature:  DocuSigned by: Jason Price EE6EEC720DFF478...
Name:	Name: Jason Price
Title: Chief Procurement Officer	Title: President
Date:	Date: 5/2/2023

APPROVED
W041202, 5/2/2023, 11:14:58 AM

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

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Attachment A

Participating Addendum

For: The State of Alabama

Under the NASPO Valuepoint Master Agreement

Mandatory Source:

When products or services are available on a statewide contract (master agreement), agencies under the purview of the State Chief Procurement Officer must use the contract(s). State agencies that have their own procurement authority have the option to utilize this contract subject to credit and bank approval and provided that they first enter into a Participating Addendum under which they agree to be bound by the terms of this contract. This contract may also be available to local governments subject to credit and bank approval and provided that they first enter into a Participating Addendum under which they agree to be bound by the terms of this contract. Any state agencies or local governments opting to participate pursuant to the terms of this contract shall collectively be referred to as “Alabama Participating Entities.”

Notwithstanding any language to the contrary in the Agreement, including specifically Exhibit B, no Alabama Participating Entities shall be entitled to payment of a Standard Volume Incentive or a National Annual Volume Incentive pursuant to the terms of Exhibit B. Contractor will pay any Standard Volume Incentive or National Volume Incentive earned by an Alabama Participating Entity to the State in lieu of an administrative fee, which payment shall be addressed to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-06558

Choice of Law, Venue:

This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

Immigration:

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By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not willfully or knowingly violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and the sole remedy of the State of Alabama or any Participating Entity participating hereunder shall be pursuant to Ala. Code 31-13-9.

Open Trade/No Boycott:

As required by Al Code 41-16-5, for the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association. Notwithstanding the foregoing, this dispute resolution process shall not apply to disputes of Transactions made by the State or a Participating Entity, which shall follow the process for disputing charges outlined in Exhibit G, Section 16 of the Master Agreement.

Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason. Notwithstanding the foregoing, the State agrees to be responsible for all charges on its Cards as set forth in this Agreement.

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Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall be funded by the State from general appropriations and shall not be secured by general obligation bonds or other capital instrument(s), the incurring of which is prohibited by Section 213 of the Office ReCompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited EFT or other forms of electronic payment (but does not include P-cards or credit cards).

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. In the event of non-appropriation, the State may immediately terminate the Agreement without further obligation to make use of Cards provided by Issuer; provided that the State remains responsible for payment for all Transactions occurring prior to the date of termination.



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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract. Notwithstanding the foregoing, the State remains responsible for payment for all Transactions occurring prior to the date of proration or termination, as applicable.