

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM (“Addendum”)**



**Fleet Card Services
Administered by the State of Washington (“Lead State”)**

MASTER AGREEMENT
Master Agreement No. 00819

WEX Bank (“Contractor”)

And

The State of Louisiana (“Participating State”)
Participating State Contract Number: 4400025031

The following products or services are included in this contract portfolio:

- WEX Card Program
 - WEX Fleet Card
 - WEXPay
 - WEX Service Network
 - WEX EV FleetCharge
 - AVCARD Program
 - Marine Fuel
 - Alternative Fuel
- WEX Optional Products/Services
 - WEX Fleet ClearView
 - Tax Exemption, Recovery, and Reporting Program
 - Private Site and Bulk Fuel Solutions
 - WEX Emergency Fuel Program

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400025031:

- Professional Services
- Consulting Services
- Lease Agreements

1. Scope

This Participating Addendum covers the **Fleet Card Services** contracts led by the State of **Washington** along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and

other entities (including cooperatives) authorized by the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of the State Chief Procurement Officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400025031 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through **December 31, 2025**, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400025031 may be extended in accordance with the terms and conditions of the Master Agreement.

4. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400025031 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

5. Modifications and/or Additions to the Master Agreement

A. Incentives:

The Contractor shall pay Incentive Share Component 3 (National Annual Volume Incentive) to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of State Contract Number 4400025031 in accordance with Exhibit B of the Master Agreement. Incentive Share Component 3 shall be paid on an annual basis.

Additionally, the Contractor shall pay twenty (20) basis points of Incentive Share Component 1 (Standard Volume Incentive) to OSP in accordance with Exhibit B of the Master Agreement. The portion of Incentive Share Component 1 shall be paid quarterly.

Initiation and submission of the incentives to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these incentives are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400025031.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. Payment of Incentive Share Component 1 shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	November 30
Second Quarter	October 1 through December 31	February 28
Third Quarter	January 1 through March 31	May 31
Fourth Quarter	April 1 through June 30	August 31

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400025031 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

B. Usage Reports:

The Contractor shall provide access to detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for State Contract Number 4400025031.

OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400025031.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

C. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

D. Amendments:

The Contractor may execute amendments to the Master Agreement with the Lead State ("Master Amendments") from time to time. Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. However, if the State of Louisiana does not consent to a Master Amendment, Contractor shall have a right to terminate this Addendum upon thirty (30) days' prior written notice, or sooner if the Master Amendment is required due to a change in law and continued performance under this Addendum without the Master Amendment would place Contractor in violation of law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

E. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400025031 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

F. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number

4400025031 immediately upon written notice for any of the following reasons: (a) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; or (b) any listed reason for debarment under La. R.S. 39:1672.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031 for cause if Contractor materially breaches the terms and/or conditions of this Participating Addendum, or State Contract Number 4400025031, and fails to cure such breach within thirty (30) days or longer if the nature of the breach requires a longer cure period. The State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031 shall terminate on the date specified in such notice.

The Contractor may terminate this Participating Addendum, State Contract Number 4400025031 for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 4400025031, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect within thirty (30) days.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031 for convenience at any time (1) by giving sixty (60) days' written notice to the contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031; this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031 shall terminate on the date

of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

G. Governing Law:

This Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

H. Taxes:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

I. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment may be via EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A-Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

J. Late Payments:

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

K. Public Information:

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

L. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

M. Code of Ethics:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031. The Contractor agrees to notify the State of Louisiana if the Contractor becomes aware of acts or circumstances which Contractor is aware are violations of the Code of Governmental Ethics during the term of this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031.

N. Contractors Cooperation/Close-Out:

The Contractor shall not limit or impede the State's right to audit or to withhold State-owned documents.

O. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

P. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400025031, or any order issued pursuant to State Contract Number 4400025031.

6. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400025031 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400025031.

7. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Denise Baumgart
Address	1 Hancock Pl Portland, ME 04101
Telephone	913-393-3208
Fax	
E-mail	Denise.baumgart@wexinc.com

Participating State

Name	Felicia Sonnier, CPPB
Title	Deputy Director
Address	Office of State Procurement 1201 N. 3 rd St., Claiborne Bldg., Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

8. Signature Authority

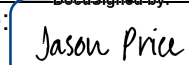
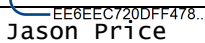
Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

9. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: Wex Bank
Signature: 	Signature:  DocuSigned by:
Name: Tom Ketterer	Name:  Jason Price
Title: Director of State Procurement	Title: President
Date: Oct 8, 2022	Date: 10/17/2022

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. Contractors will have a choice of receiving electronic payment for all payments by selecting the Electronic Funds Transfer (EFT). If you have not already enrolled in EFT, you will be asked to comply with this request by indicating your acceptance below.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

Please check if you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
EFT	_____	_____

Printed Name of Individual Authorized

_____ Authorized Signature for payment type chosen	_____ Date
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Email address and phone number of authorized individual

WEX - State of Louisiana Purchasing Addendum

Final Audit Report

2022-10-08

Created:	2022-09-22
By:	Casi Finstad (casi.finstad@wexinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT1svU6QWreGAprk0J5FTwBhNSXH-7WzH

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-  Signer tom.ketterer@la.gov entered name at signing as Tom Ketterer
2022-10-08 - 1:37:38 PM GMT
-  Document e-signed by Tom Ketterer (tom.ketterer@la.gov)
Signature Date: 2022-10-08 - 1:37:40 PM GMT - Time Source: server
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