



**State of New Mexico
General Services Department
Purchasing Division
Price Agreement Amendment**

Awarded Vendor:

0000045609

WEX Bank

111 E Sego Lily Dr.

Sandy, UT 84070

Contact: Cory Herzog**Email:** cory.herzog@wexin.com**Telephone No.** (801) 347-9379Number: 20-00000-22-00058NASPO Master Agreement No.: 00819Amendment No.: TwoTerm: July 8, 2022 – December 31, 2026**Ship To:**

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Jessica Chavez*jc*Telephone No.: (505) 500-9824Email: jessica.chavez@gsd.nm.gov**Invoice:**

As Requested

Title: **Fleet Card Services****This amendment is to be attached to the respective Price Agreement and become a part thereof.**

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 30, 2025 to December 31, 2026 at the same price, terms and conditions.

This Amendment is issued to update vendor's address and point of contact as follows:

FROM

97 Darling Ave.

So. Portland, ME 04106

Contact: Ryan Kelly**Email:** ryan.kelly@wexinc.com**Phone:** (952) 922.1104**TO**

111 E Sego Lily Dr.

Sandy, UT 84070

Contact: Cory Herzog**Email:** cory.herzog@wexinc.com**Phone:** (801) 347-9379

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico*Dorothy Mendonca*

Date: 12/9/2025

Dorothy Mendonca

New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Certificate Of Completion

Envelope Id: A305E740-323A-4B7A-8085-D6CE718C7207

Status: Completed

Subject: Please DocuSign: SPD SPA 20-00000-22-00058 Fleet Card Services A002

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Jessica Chavez

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

jessica.chavez@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Jessica Chavez

Location: DocuSign

12/9/2025 3:14:49 PM

jessica.chavez@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication (None), Login with SSO

VL

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 12/9/2025 3:16:29 PM

Viewed: 12/9/2025 3:16:59 PM

Signed: 12/9/2025 3:17:03 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Jessica Chavez

jessica.chavez@gsd.nm.gov

Procurement Specialist II

Security Level: Email, Account Authentication (None)

jc

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 12/9/2025 3:17:04 PM

Viewed: 12/9/2025 3:18:16 PM

Signed: 12/9/2025 3:18:30 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication (None)

Dorothy Mendonca

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1011:b15f:317c:31a8:f1e9:a83f:7b1d

Signed using mobile

Sent: 12/9/2025 3:18:31 PM

Viewed: 12/9/2025 3:36:41 PM

Signed: 12/9/2025 3:36:50 PM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2025 3:16:29 PM
Certified Delivered	Security Checked	12/9/2025 3:36:41 PM
Signing Complete	Security Checked	12/9/2025 3:36:50 PM
Completed	Security Checked	12/9/2025 3:36:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPDinfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000045609

WEX Bank

97 Darling Avenue

So. Portland, ME 04106

Contact: Ryan Kelly

Email: ryan.kelly@wexinc.com

Telephone No.: (952) 922-1104

Number: **20-00000-22-00058**

NASPO Master Agreement No.: **00819**

Amendment No.: **One**

Term: **July 8, 2022 – December 31, 2025**

Ship To:

**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.**

Procurement Specialist: **Jessica Chavez**

Telephone No.: **(505) 500-9824**

Email: **jessica.chavez@gsd.nm.gov**

Invoice:

As Requested

Title: Fleet Card Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This Amendment is issued to add the attached Enrollment Form to the Statewide Price Agreement.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 4/17/2025

X This has been signed on behalf of the State Purchasing Agent

**GOVERNMENT -- EV CHARGING EN ROUTE SOLUTION
ENROLLMENT FORM**

This En Route EV Charging Solution Enrollment Form (“**Enrollment**”) is submitted by the entity listed below (“**Company**”). Upon WEX Bank’s (“**Issuer**”) approval of Company’s enrollment, this Enrollment will govern the provision of the Solution (as defined hereunder) by Issuer to Company, and will incorporate the terms of the Business Charge Account Agreement between Company and Issuer (“**Agreement**”). The Company and Issuer are referred to individually as a “**Party**” and jointly as the “**Parties**”. Capitalized terms used in this Enrollment that are not otherwise defined shall have the meanings set forth in the Agreement.

Company Name: State of New Mexico	
Company Address: 1100 St. Francis Drive	City/State/Zip: Santa Fe, NM 87505
☐ New Customer	☒ Existing Customer Account Number: 0496001871896
☐ Tax Exempt Organization	

EV CHARGING EN ROUTE SOLUTION (“SOLUTION”)

Company wishes to enable Card acceptance or payment via an Authorized Payment Device (defined below) at certain electric vehicle (“**EV**”) charging stations operated by charge point operators participating in the WEX Inc. card network (each, a “**CPO Merchant**”) pursuant to the terms set forth in this Enrollment and the terms of the Agreement.

FEES, BILLING, AND PAYMENT

EV Enabled Card Fee. The Company will pay a **monthly fee of \$5.00** (the “**EV Fee**”) for **each** Card that is enabled for Transactions at EV charging stations. The EV Fee applies for each Card enabled on any day of a given calendar month.

Authorized Payment Device Replacement Fee. Company will be provided one radio frequency identification (RFID) device to use as an Authorized Payment Device (as defined below) for each enabled Card at no additional cost. If an RFID device needs to be replaced, an additional RFID device will be provided and Company will be charged \$10.00 per additional RFID device, with the original RFID to be disabled.

Payment Terms. Billing for purchases made with an Authorized Payment Device shall be pursuant to the terms of the Agreement.

No Rebates. Any purchases made through use of an Authorized Payment Device shall not be eligible for any Rebate provided under the Agreement.

TERMS AND CONDITIONS

1. **Solution Description.** Pursuant to the terms of this Enrollment and the Agreement, Company will use an Authorized Payment Device to purchase EV charging from CPO Merchants. An “**Authorized Payment Device**” means any RFID device, a physical form of payment or a mobile application, in any case specified and provided by Issuer. Subject to completing the request in section 2.1, Company authorizes Issuer to connect an EV-enabled Card to an Authorized Payment Device to initiate and complete purchases from CPO Merchants. All terms and conditions of the Agreement applicable to “Cards” or to Transactions using a Card shall also apply to the Authorized Payment Devices and Transactions using an Authorized Payment Device, except to the extent expressly set forth otherwise in this Enrollment.
2. **Company Responsibilities**
 - 2.1 Upon acceptance and approval of this completed Enrollment by Company, Issuer will enable one or more Cards designated by Company for use for purchases from CPO Merchants. Upon such enablement by Issuer, any individual that uses the Authorized Payment Device linked to that Card shall be considered an “**Authorized EV Charging User.**” Company may add or change Cards or Authorized EV Charging Users, or request additional RFID devices in the online portal.
 - 2.2 Company will comply with, and shall ensure all Authorized EV Charging Users to comply with, any reasonable instructions provided by Issuer or the applicable CPO Merchant pertaining to use of EV charging, the EV charging station equipment and related applications, any mobile applications intended for use with the Solution, and any Authorized Payment Devices.
 - 2.3 ChargePoint Charging. This section applies if Company or Authorized EV Charging Users purchase EV charging or related products and services from ChargePoint and its network operators. The Authorized Payment Device provided to Company or any Authorized EV Charging User may include or utilize services, software and/or other proprietary materials of ChargePoint, Inc. (“**ChargePoint**”) in connection with Company’s or any Authorized EV Charging User’s accessibility to electric vehicle charging services provided via ChargePoint and its network (collectively, “**ChargePoint Technology**”). Company hereby represents and warrants that its use and/or any Authorized EV Charging User’s use of any of the Charge Technology shall be governed by and subject to the following: (i) ChargePoint Terms of Service (found at: https://na.chargepoint.com/terms_mobile?instance=NA-US&country_id=233&locale=en) (collectively, “**ChargePoint Terms**”); and (ii) ChargePoint, as a third-party beneficiary with respect to the ChargePoint Terms, shall be entitled to enforce any of the ChargePoint Terms against Company with regards to Company’s use or any Authorized EV Charging User’s use of the ChargePoint Technology.

With sole respect to the Enrollment, the following Special Terms apply if a Company is a state or local government entity (“**Special Entity**”) and only to the extent that any offerings provided under the Enrollment are being used in a Company’s official capacity as a state or local government entity (“**Special Purpose**”). In the event of any conflict or inconsistency between the Enrollment terms, including the ChargePoint Terms of Service for ChargePoint® Accounts and the Special Terms, the following Special Terms shall prevail for the Special Purpose.

Special Terms:

- I. Governing law and venue shall be those of the respective state of the Special Entity;
- II. Limitation of liability terms in the Enrollment terms shall not apply to the Special Entity;
- III. Indemnification terms in the Enrollment terms shall not apply to the Special Entity; and
- IV. Arbitration terms in the Enrollment terms shall not apply to the Special Entity.

- 2.4 Company will immediately notify Issuer when an Authorized EV Charging User leaves the Company, retires or is absent for an extended period of time.
3. **Issuer Responsibilities.** Upon receipt of a request in the online portal to enable a Card for EV charging, Issuer will enable the applicable Account for EV charging and provide an Authorized Payment Device if requested by Company. Upon enablement of the Account, Company may use a mobile application designated by Issuer for EV charging upon downloading and/or updating the mobile application, as applicable. If an Authorized EV Charging User already has access rights to use EV charging with an CPO Merchant, Issuer may “link” preexisting account information. Use of a mobile application may be subject to additional terms and conditions as set forth in the relevant application. Company must comply and must ensure that its Authorized EV Charging Users comply with the policies and terms of use posted on such mobile applications or otherwise provided to Company by Issuer.
4. **Data Collection and Usage**
- 4.1 Issuer owns all data collected by or on behalf of Issuer in connection with Company’s use of the Solution, including but not limited to transactional data collected at EV charging stations. Any feedback provided by Company in connection with its use of the Solution shall be owned by Issuer, including any suggested improvements to the Solution.
- 4.2 Activation of an Authorized Payment Device may require Issuer to share certain Company and Authorized EV Charging User information with the applicable CPO Merchant, including contact information, VIN information and usage associated with Company’s Account. Additionally, for Cards issued with the name of an Authorized EV Charging User, Issuer may ask for personally identifiable information from the Authorized EV Charging Users and may share this information with the applicable CPO Merchant in order for it to provide and support services related to the access to and provision of the Solution.
5. **Controls.** The application of any Controls may not be available for purchases on an Authorized Payment Device when an RFID is used and Company agrees to be liable for purchases made with a CPO Merchant even if a Control has been exceeded for any Transaction. Subject to the terms of the Agreement, Company remains liable for all EV charging session fees billed to its Account.
6. **Term; Termination.** The term of this Enrollment will commence on the date this signed Enrollment is submitted to Issuer (“**Enrollment Effective Date**”) and will continue on an ongoing basis until either Party terminates as set forth in this section. Either Party may terminate this Enrollment at any time for any reason upon thirty (30) days’ prior written notice to the other Party, provided that Company will not be entitled to a refund of any EV Fees paid and must pay all amounts due through the effective date of termination. Issuer may also suspend usage of any Authorized Payment Device in its sole discretion, including if it reasonably believes it is being used for any unauthorized or fraudulent purpose. Upon termination of this Enrollment, Company shall return all Authorized Payment Devices to Issuer within 30 days of the effective date of termination.
7. **Miscellaneous.** This Enrollment will also be subject to and governed by the Agreement and any subsequent amendments, modifications, or replacements thereto. If there is any conflict between the provisions in this Enrollment and the provisions in the Agreement, the provisions in this Enrollment shall prevail but only with respect to the Solution. Issuer may modify the terms and conditions of this Enrollment, including any applicable fees, pursuant to the terms of the Agreement. No course of dealing between the Parties will be construed as a waiver of any breach or right, and no waiver of any breach or right arising under this Enrollment will be effective unless consented to in writing in the form of an amendment signed by both Parties, nor shall it be construed as a waiver of any breach or right subsequently. This Enrollment may be executed electronically.

The undersigned hereby executes this Enrollment on behalf of Company as an authorized representative of Company. Company understands that Company’s participation in the Solution is subject to acceptance by the approval of Issuer. Upon such approval, which may be evidenced by Issuer’s commencement of services, the terms and conditions above, in addition to the relevant terms of the Agreement, shall govern the provision of services and products hereunder.

IN WITNESS WHEREOF, Company agrees to comply with the terms and conditions of this Enrollment.

Company: State of New Mexico

Authorized Signature: Dorothy Mendonca

Print Name: Dorothy Mendonca

Title: State Purchasing Agent

Date: 4/17/2025

Certificate Of Completion

Envelope Id: EED473F9-2E47-4CAE-939B-0322367C1096

Status: Completed

Subject: Complete with Docusign: 20-00000-22-00058 A001

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Vanessa LeBlanc

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Vanessa.LeBlanc@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

4/17/2025 7:40:18 AM

Vanessa.LeBlanc@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Dorothy Mendonca

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.227.4

Signed using mobile

Sent: 4/17/2025 7:46:55 AM

Viewed: 4/17/2025 8:55:51 AM

Signed: 4/17/2025 10:02:16 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication
(None)

VL

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 4/17/2025 7:46:54 AM

Viewed: 4/17/2025 7:47:01 AM

Signed: 4/17/2025 7:47:19 AM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

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Timestamp

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Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/17/2025 7:47:01 AM
Signing Complete	Security Checked	4/17/2025 7:47:19 AM
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

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G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
State Purchasing Division**

Statewide Price Agreement Cover Page

Awarded Vendor:
0000045609
WEX Bank
97 Darling Avenue
So. Portland, ME 04106

Contact: **Ryan Kelly**
Email: **ryan.kelly@wexinc.com**
Telephone No.: **(952) 922-1104**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law

Invoice:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law

Agreement Number: **20-00000-22-00058**

NASPO Master Agreement No.: **00819**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: **Tami Concha** JC

Telephone No.: **505-660-3671**

Email: **Tami.Concha@state.nm.us**

Title: **Fleet Card Services**

Term: **July 8, 2022 thru December 31, 2025**

NASPO ValuePoint Master Agreement Link: <https://www.naspovaluepoint.org/portfolio/fleet-card-services-2021-2025/wex-bank/>

The attached Agreement is made subject to the “terms and conditions” as indicated.

NASPO ValuePoint

PARTICIPATING ADDENDUM**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 NEW MEXICO**

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

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 Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. By this reference, this Participating Addendum incorporates the Master Agreement between the State of Washington and Fleet Card Services with the exceptions, clarifications, and modifications as set forth in this addendum and in accordance with Section 33 of this addendum.
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 *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ryan Kelly
Address:	97 Darling Avenue So. Portland, ME 04106
Telephone:	Office (952) 922-1104 Cell (612) 213-7699
Email:	ryan.kelly@wexinc.com

Participating Entity

Name:	Tami Concha – State of New Mexico
Address:	1100 Saint Francis Dr., Santa Fe, New Mexico 87505
Telephone:	(505) 660-3671
Email:	Tami.Concha@state.nm.us

NASPO ValuePoint

PARTICIPATING ADDENDUM



FLEET CARD SERVICE

(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

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.

1. Taxes:

As applicable, the Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.

Reserved

E. Performance Bond.

Reserved

2. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent and end on December 31, 2025. The Participating State reserves the right to extend this agreement, pursuant to the term in the Master Agreement. In the event that a local or regional agency submits a PO or enters into an Addendum pursuant to the terms of this Participating Addendum, termination of this Addendum shall not impact the term of the subordinate ordering document, unless the Parties to that ordering document agree otherwise

NASPO ValuePoint

PARTICIPATING ADDENDUM**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

in writing (including through specifying a specific term of services that extends beyond the term of this document).

3. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for all purchases made on WEX cards and any fees accrued prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

4. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor, provided that the Procuring Agency remains responsible for all outstanding balances

NASPO ValuePoint

PARTICIPATING ADDENDUM**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**

and fees as set forth in this Agreement. Except as set forth in the preceding sentence, the Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor

NASPO ValuePoint

PARTICIPATING ADDENDUM**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**

is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7. Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. Reserved.

8. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

NASPO ValuePoint

PARTICIPATING ADDENDUM**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

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

The Contractor agrees to abide by federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, which are applicable Contractor, pertaining to equal employment opportunity. In accordance with applicable laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

11. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

12. Applicable Law:

Reserved.

13. Records and Financial Audit:

Reserved

14. Invalid Term or Condition:

Reserved.

15. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective

NASPO ValuePoint

PARTICIPATING ADDENDUM



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**

unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:

Ryan Kelly
97 Darling Avenue So. Portland, ME 04106
Office (952) 922-1104 Cell (612) 213-7699
ryan.kelly@wexinc.com

18. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

The Procuring Agency shall have the same rights set forth in Section 16 of the Master Agreement as Enterprise Services with respect to this Participating Addendum. For the avoidance of doubt, the Procuring Agency shall have no rights to terminate the Master Agreement or any other Addendum executed by a customer of Contractor.

NASPO ValuePoint

PARTICIPATING ADDENDUM



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

21. Equitable Remedies:

Reserved.

22. New Mexico Employees Health Coverage: The following requirements shall apply to Contractor's business operations within the state of New Mexico, if any:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://bewellnm.com>.

23. Indemnification:

Reserved.

24. Default and Force Majeure:

The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

Reserved.

26. Subcontracting:

Reserved.

NASPO ValuePoint

PARTICIPATING ADDENDUM



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

27. Inspection of Plant:

Reserved

28. Commercial Warranty:

Reserved

29. Condition of Proposed Items:

Reserved

30. Release:

Reserved.

31. Confidentiality:

Reserved

32. Contractor Personnel:

Reserved

33. Incorporation by Reference and Precedence:

In the event of a dispute under this Agreement between the Procuring Agency and Contractor, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Participating Addendum in reverse chronological order; (2) the Participating Addendum; (3) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

34. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

35. Inspection of Services:

Upon request by the Procuring Agency, not more than once per year, Contractor will provide a copy of its SOC 1 or 2 report, as applicable.

NASPO ValuePoint

PARTICIPATING ADDENDUM**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

36. Insurance:

Reserved

37. Dispute Resolution:

The parties shall cooperate to resolve any dispute pertaining to this Participating Addendum efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute. For the avoidance of doubt, this Section 15 shall not apply to disputed transactions, which shall be governed by Exhibit G Section 16 of the Master Agreement.

38. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)**. The 1% Administrative Fee is not an additional percentage added to the rebate being offered by Contractor pursuant to the NASPO ValuePoint Master Agreement, but rather, it is based on the qualified rebate amount for all accounts and a direct share of the rebate (e.g. 1.7% rebate (170 basis points), 100 bps (1%) would be paid as the administration fee and the remaining 70 bps (.7%) would go to the account holder).. This assessment shall apply to all New Mexico state agencies and local public bodies.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this Agreement, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	November 30
Second	December 31	February 28 (29)
Third	March 31	May 31
Fourth	June 30	August 31

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

NASPO ValuePoint

PARTICIPATING ADDENDUM



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**

The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to the 1% of the qualified rebate amount for New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #20-00000-22-00058 on the remittance.**

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
Joseph Montoya Building Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 469-2679 or (505) 795-4512

39. Lease Agreements: *Reserved*

40. Subcontractors: All contactors, dealers, and resellers authorized in the State of *State of New Mexico*, 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.

41. 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.

NASPO ValuePoint

PARTICIPATING ADDENDUM**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**

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

Participating Entity: State of New Mexico	Contractor: WEX Bank
Signature: <i>Valerie Paulk</i>	Signature: <i>Jason Price</i>
☒ This Agreement was signed on behalf of the State Purchasing Agent.	
Name: Mark Hayden	Name: Jason Price
Title: State Purchasing Agent	Title: President & CEO
Date: 7/11/2022	Date: 7/11/2022

CF

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Certificate Of Completion

Envelope Id: 9C28E4D070E848659600074B759B78E8

Status: Completed

Subject: Please Electronically Sign: 20-00000-22-00058 Fleet Card Services PA

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tami Concha

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

tami.concha@state.nm.us

IP Address: 174.56.109.88

Record Tracking

Status: Original

Holder: Tami Concha

Location: DocuSign

7/8/2022 3:28:00 PM

tami.concha@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez

natalie.martinez1@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 7/8/2022 3:47:23 PM

Viewed: 7/8/2022 3:48:12 PM

Signed: 7/8/2022 3:49:01 PM

Signature Adoption: Pre-selected Style

Using IP Address: 207.155.55.132

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tami Concha

tami.concha@state.nm.us

Procurement Officer-A

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None)

Sent: 7/8/2022 3:49:03 PM

Viewed: 7/8/2022 3:50:00 PM

Signed: 7/8/2022 3:50:06 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.56.109.88

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Casi Finstad

casi.finstad@wexinc.com

Security Level: Email, Account Authentication
(None)

Sent: 7/8/2022 3:50:07 PM

Resent: 7/11/2022 11:36:10 AM

Viewed: 7/11/2022 12:18:01 PM

Signed: 7/11/2022 12:19:44 PM

Signature Adoption: Pre-selected Style

Using IP Address: 163.116.133.118

Electronic Record and Signature Disclosure:

Accepted: 7/8/2022 4:00:54 PM

ID: 576411f7-3566-4a5f-ac88-68427f359c2e

Jason Price

jason.price@wexinc.com

Security Level: Email, Account Authentication
(None)

Sent: 7/11/2022 12:19:46 PM

Viewed: 7/11/2022 1:00:59 PM

Signed: 7/11/2022 1:01:34 PM

Signature Adoption: Pre-selected Style

Using IP Address: 4.1.4.226

Electronic Record and Signature Disclosure:

Accepted: 7/11/2022 1:00:59 PM

ID: ed994523-e666-40c3-95b1-99f080936494

Signer Events	Signature	Timestamp
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 75.161.227.238 Signed using mobile	Sent: 7/11/2022 1:01:35 PM Viewed: 7/11/2022 1:06:22 PM Signed: 7/11/2022 1:08:15 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2022 3:47:23 PM
Certified Delivered	Security Checked	7/11/2022 1:06:22 PM
Signing Complete	Security Checked	7/11/2022 1:08:15 PM
Completed	Security Checked	7/11/2022 1:08:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.