

MA 18P 2211040000000000072
NEW

State of Maine



Master Agreement

Effective Date: 01/01/23

Expiration Date: 12/31/25

Master Agreement Description: Fleet Fuel Card Services

Buyer Information

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

Issuer Information

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

Requestor Information

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000097431

Vendor Name

WEX BANK

Alias/DBA

SERVICES CORP

Vendor Address Information

PO BOX 6293

CAROL STREAM, IL 60197-6293

US

Vendor Contact Information

KIM HENDRY
207-523-7304 ext.
wire.remit@wexinc.com

Commodity Information

Vendor Line #: 1

Vendor Name: WEX BANK

Commodity Line #: 1

Commodity Code: 95850

Commodity Description: Fleet Fuel Card Services

Commodity Specifications: 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.

Commodity Extended Description: 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 Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	01/01/23	12/31/25
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 12/30/2022
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement

Officer

Vendor DocuSigned by:
Jason Price 12/30/2022
EE6EEC720DFF478...

Signature Date

Print Representative Name and Title

NASPO ValuePoint
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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 MAINE**

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

- Fleet Card Services

1. Master Agreement Terms and Conditions

a) 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.

b) Participation: The 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 Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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

Contractor Contact

Name:	Janet Parker
Address:	1 Hancock Street, Portland, ME 04101
Telephone:	Cell (207) 749-6176
Email:	janet.parker@wexinc.com

Participating Entity

Name:	Sue Garcia
Address:	111 Sewall Street, Augusta, Maine 04333
Telephone:	207-624-7338
Email:	Sue.H.Garcia@maine.gov

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2. Participating Entity Modifications Or Additions To The Master Agreement

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

- a) Reserved:
- b) Subcontractors: All contactors, dealers, and resellers authorized in the State of Maine, 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 ("Master Agreement"). The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- c) 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.

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.

This Addendum covers the Fleet Card Services led by the State of Washington (MA #00819) for use by State Agencies and other entities located in the Participating State - State of Maine

This statewide Contract may be used by all government agencies of the State of Maine, including, without limitation: State Boards; quasi-state government entities; political sub-divisions of the State of Maine such as towns, cities and counties; and Maine educational institutions such as public school districts, state universities and public colleges (each hereinafter referred to as a "Participating Entity"). Services furnished to Participating Entities will be billed directly to and paid for by the applicable Participating Entity, The State of Maine shall have no responsibility for Participating Addenda, and separate terms and conditions may apply in any such Addendum as agreed by WEX Bank and the Participating Entity in writing.

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3. Deliverables

WEX shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the Master Agreement, as outlined below:

TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: The Participating Entity will pay the WEX as follows: Payment terms are net 45 days from the date the State receives an invoice with all necessary and complete supporting documents. WEX shall submit detailed invoices, itemizing all purchased made using WEX fuel cards and any associated fees as specified pursuant to the terms of this Contract (as defined below). All invoices for the State of Maine as a Participating Entity must include the Department (as defined below) and Advantage Contract numbers for this contract.
2. Reserved.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the WEX, and any agents and employees of the WEX, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Department of Administrative Services ("Department") will manage this Contract on behalf of the State of Maine in its capacity as a Participating Entity. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the WEX, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may request changes in the work, and if approved by WEX, the Contract Amount may be adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. Intentionally Omitted.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The WEX shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator; provided, however, WEX may make an assignment to an affiliate or in connection with the transfer of all or substantially all of its

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business assets related to the subject matter of this Contract. No subcontracts or transfer of Contract shall in any case release the WEX of its liability under this Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the WEX agrees as follows:

a. WEX shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. WEX shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. WEX shall, in all solicitations or advertising for employees placed by or on behalf of WEX relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

b. WEX shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of WEX's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. It is understood by the parties that this subsection c. is currently inapplicable to WEX, as WEX does not have any U.S.-based labor unions or collective bargaining agreements in place. WEX acknowledges WEX shall comply with this subsection c. if and when its requirements begin to apply to WEX.

c. WEX shall inform the Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought in the State of Maine to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency in the State of Maine by any individual providing services under this Contract as well as any lawsuit regarding alleged discriminatory practice

d. Intentionally Omitted.

e. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.

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- f. WEX shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to (1) contracts or subcontracts for standard commercial supplies or raw materials; or (2) contracts that generally support WEX's business operations which are not entered for the express purpose of providing products or services to the State of Maine.
9. Intentionally Omitted.
10. WARRANTY. WEX warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for WEX, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department, on behalf of the State of Maine, shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. To the extent this Participating Addendum (in whole or in part) is determined to be a "personal services contract" pursuant to Maine law, WEX agrees As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of WEX and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. For the avoidance of doubt, this provision shall not be construed to require WEX to respond to public records requests on behalf of the State of Maine or any Participating Entity. Each Participating Entity agrees, to the greatest extent possible, to use the reporting functionality in the WEXOnline platform to access information and records related to this Contract. The Department, on behalf of all Participating Entities, will have the audit rights pursuant to Section 11.2 ("Audit") of the Master Agreement.
12. TERMINATION. (a)The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by delivery to WEX of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay WEX for all unpaid transactions and all work performed by WEX prior to the date of Notice of Termination. (b) Either party may terminate this Contract for cause by providing a

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written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have thirty (30) business days to cure the default. If the default is of such a nature that it cannot be cured within thirty (30) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 30 days. Any Participating Entity may terminate its Participating Addendum at any time upon written notice to WEX, provided that such termination will not effect termination of this Contract.

13. GOVERNMENTAL REQUIREMENTS. WEX warrants and represents that it will comply with all governmental ordinances, laws and regulations which are applicable to WEX and its provision of products and/or services under this Contract.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. WEX consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. WEX shall indemnify and hold harmless the Purchasing Entity pursuant to Section 14 ("Claims") of the Master Agreement.
16. NOTICE OF CLAIMS. WEX shall give the Contract Administrator prompt notice in writing of any legal action or suit filed that may affect the performance of duties under the Contract, to the extent such notice is permitted by applicable law or legal process.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. WEX shall maintain insurance consistent with Section 12 ("Insurance") and Exhibit C ("Insurance Requirements") of the Master Agreement.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract. Notwithstanding the foregoing, State agrees not to use Cards issued by WEX to procure goods or services for which funding has not been appropriated.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been

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omitted.

21. ORDER OF PRECEDENCE. This contract (the "Contract") consists of this Purchasing Addendum and the Master Agreement, including all exhibits and attachments thereto. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be in the order listed below:

- a. This Purchasing Addendum, but only with respect to the Participating Entity, including any amendments executed by the Parties
- b. State of Washington Master Agreement #00819, including any amendments thereto

22. Intentionally Omitted.

23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to WEX under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. Intentionally Omitted.

25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, WEX certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.

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- ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- e. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

27. IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED:

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Utah

Other. Please identify country: USA

Notification of Changes to the Information

WEX agrees to notify the Division of Procurement Services of any changes to the information provided above.

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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 Maine	Contractor: WEX Bank
Signature:  <small>DocuSigned by: David Morris 2A644AF5681F482...</small>	Signature:  <small>DocuSigned by: Jason Price EE6EEC720DF478...</small>
Name: David Morris	Name: Jason Price
Title: Acting Chief Procurement Officer	Title: President / CEO
Date: 12/30/2022	Date: 12/30/2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	Brandon Martin
Telephone:	207-624-7330
Email:	info@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
to support documentation of participation and posting in appropriate data bases.]

PA@naspovaluepoint.org