

**MASTER AGREEMENT # 00819
FORM PARTICIPATING ADDENDUM**

**NASPO ValuePoint
PARTICIPATING ADDENDUM # 1620
("Addendum") for
Commercial Card Services**



Lead by the State of Washington ("Lead State")

Master Agreement #: 00819

Contractor: WEX Bank (Contractor) Participating Entity: State of Oregon

On July 9, 2020, the State of Washington ("Lead State") issued a Request for Proposal, #00719/0819 on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint"), and other purchasing entities seeking offers from qualified and responsible proposers to provide Commercial Card Services including Fleet Services. Lead State executed Master Agreement No. 00819 ("Master Agreement"), which consists of contract terms and conditions and other attachments.

The State of Oregon ("State" or "Oregon") is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the State of Oregon and its agencies and the Oregon Cooperative Procurement Program ("ORCPP") members (collectively "Authorized Purchasers" as defined in Exhibit No. 1), has elected to participate in the Master Agreement, subject to the terms and conditions of this Participating Addendum ("Addendum"). This Addendum is effective when all necessary approvals have been obtained and signed by the parties ("Effective Date"). The term of this Addendum coincides with the Master Agreement unless the Participating Addendum is terminated earlier.

DAS and Contractor agree:

- 1. Scope:** This Addendum covers Commercial 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.

The following Goods or services are included in this Addendum:

- *All Services listed in the Master Agreement for Category 2.*

The following Goods or services are not included in this Addendum: *None.*

This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Authorized Purchasers. In the event of a conflict between the terms and conditions of this Addendum, the Master Agreement and Card User Agreement (CUA), the following descending order of precedence applies:

- a) This Addendum, less its exhibits;
- b) Exhibit No. 2 of this Addendum (Federal Terms and Conditions);
- c) Exhibit No. 1 of this Addendum (State Specific Terms and Conditions);
- d) Exhibit No. 3 of this Addendum (Contractor Tax Certification)

d) Master Agreement and its exhibits or attachments.

Nothing in this Addendum limits the Contractor's obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section 1 applies.

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 Oregon. 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 Ave. South Portland, ME 04016
Telephone:	952-922-1104
Email:	Ryan.Kelly@wexinc.com

Participating Entity

Name of Entity and Contract Administrator:	State of Oregon, Department of Administrative Services, Kaliska King, Procurement Analyst
Address:	1225 Ferry St SE, Salem, Oregon 97301
Telephone:	503.798.1907
Email:	Kaliska.King@oregon.gov

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.

5. Exclusivity; Threshold

5.1 This Addendum is not exclusive; Purchasing Entities may acquire the products and services from other contractors. Pursuant to the Master Agreement, Purchasing Entities may enter into a Card User Agreement ("CUA") to obtain the Products and Services. Each CUA is separate agreement between the Contractor and the Purchasing Entity. Contractor acknowledges and agrees that the State shall bear no liability on CUAs entered into for purchases by non-State agencies, which liability the State expressly disclaims. The State is only liable for purchases made by State of Oregon agencies that issue CUAs. Other Purchasing Entities are responsible for any Products or Services they acquire under any CUA that they issue. The State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

5.2 Verification of Purchasing Entities: Contractor shall verify that it provides products and services under this Addendum only to Purchasing Entities authorized by DAS. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

5.3 Threshold for State Agencies: Purchasing Entities that are state agencies under the authority of DAS may issue Card User Agreements ("CUA") under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Purchasing Entities that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

6. Subcontractors: Not applicable.

7. Tax Compliance: As set forth on Exhibit No. 3, Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; Any tax provisions imposed by a political subdivision of this state that

applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this Section 7 constitutes a material breach of this addendum and any contract issued under this Addendum. Further, any violation of Contractor's warranty set forth in Exhibit No. 3 also shall constitute a material breach of this Addendum and any Contract issued under this Addendum. Any violation shall entitle DASPS or Authorized Purchaser to terminate this Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

Termination of this Addendum or the applicable Contract, in whole or in part; Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DASPS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DASPS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

8. **Reporting.** This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the Participating Entity or a political subdivision, including (i) garnishing the Contractor's compensation under any CUA entered into pursuant to this Addendum with a State Agency, or other Purchasing Entity as applicable, or (ii) exercising a right of setoff against Contractor's compensation under any CUA entered into pursuant to this Addendum with a State Agency, or other Purchasing Entity as applicable, for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
9. **Participating Addendum Integration:** This Addendum and the Master Agreement set forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this

Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in case of any attempted modifications or inconsistent terms.

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

Participating Entity: State of Oregon, Department of Administrative Services	Contractor: WEX Bank APPROVED By gabe weiss at 10:42 am, Mar 15, 2021
Signature:	Signature: 
Name: Kelly Mix, CPPO	Name: Nathan Cluff
Title: Deputy Chief Procurement Officer	Title: VP, Chief Financial Officer
Date:	Date: 3/15/2021

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	907.723.3360
Email:	Tfosket@NASPOValuepoint.org

***Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.***