

**PARTICIPATING ADDENDUM**  
to the  
**Commercial Card Solution**  
Washington State Contract #00612  
For Purchasing, Travel, One Cards, Declining Balance, and Fleet Cards  
Issued on behalf of the Western States Contracting Alliance (WSCA-NASPO)  
Between  
U.S. Bank National Association  
and  
State of Oregon, acting by and through the Department of Administrative Services, Enterprise  
Goods and Services, Procurement Services  
(“Participating Entity” or “DAS PS”)



For questions on execution of a Participating Addendum, please contact:

WSCA-NASPO  
Cooperative Development Coordinator  
Tim Hay  
Telephone: 503-428-5705  
Email: [thay@wsca-naspo.org](mailto:thay@wsca-naspo.org)<mailto:thay@wsca-naspo.org>

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### APPENDIX

## 1. SCOPE & SERVICES

### 1.1 Scope

This Participating Addendum (“Addendum”) between the Participating Entity identified herein and executing this Participating Addendum and U.S. Bank National Association (“U.S. Bank”) relates to the WSCA-NASPO Contract led by the State of Washington.

### 1.2 Term of Contract and Participating Addendum

The initial Contract term is five (5) years, from January 1, 2014 through December 31, 2018, with the option to extend for up to two (2) years at the mutual agreement of the Lead State and U.S. Bank. The entire term shall not exceed seven (7) years.

The effective date of this Participating Addendum shall be upon signing by or on the behalf of the latter of the two parties, U.S. Bank and the Participating Entity (“Effective Date of the Participating Addendum”).

The term of the Participating Addendum shall run from the Effective Date of the Participating Addendum through the end of the term of the Contract unless the Participating Addendum is terminated earlier. The term of the Participating Addendum shall not exceed the term of the Contract.

### 1.3 Commencement of the New Revenue Share Opportunity for each Participating Entity

The first revenue share payment pursuant to this Participating Addendum, if any is earned, shall be made within sixty (60) days after the end of the first Agreement Quarter. The first Agreement Quarter is defined as the first full Calendar Quarter which consists of the three (3) month calendar period beginning in January, April, July or October following the Effective Date of the Participating Addendum.

### 1.4 Final Revenue Share Opportunity Pursuant to the First WSCA contract for Renewing Entities

U.S. Bank shall pay to each entity signing a Participating Addendum that is also currently participating under the Master Services Agreement number 5-06-99-01 dated October 19, 2006 between the State of California and U.S. Bank (“the First WSCA Contract”) a final revenue share pursuant to the terms of the First WSCA Contract, if any is earned, calculated from the beginning of the final Agreement Quarter of that entity’s participation in the First WSCA Contract to the last day of that Agreement Quarter (the “Final Revenue Share Payment”). The Final Revenue Share Payment, if any, shall be made within sixty (60) days after the end of the final Agreement Quarter under the First WSCA Contract.

### 1.5 Services

This Addendum encompasses Category 1 and 2 of the Contract 00612. Participating Entities may choose to use Category 1, Category 2, or both categories of the Contract.

**Category 1** - Purchasing, Travel, One Cards, Declining Balance/Managed Spend Cards.

**Category 2** - Fleet Cards.

Participating Entities shall indicate which products they are requesting to use on the Product Offering list set out herein at Section 4.

**2. PARTICIPATION**

**2.1 Participation Sign-up**

First Step: Entities seeking to join the card program must be approved by the respective State Chief Procurement Official.

Second Step: The Participating Entity shall complete this required Participating Addendum for requested products in Category 1 and/ or Category 2. The completed form shall be sent to the primary contact for the State of Washington for routing and processing.

Third Step: The Participating Entity must be credit approved by the Contractor.

U.S. Bank requires Political Subdivisions to complete a Political Subdivision Addendum form in order to participate (*Appendix A, Document 1*). The form must be filled out by an approved representative from the Political Subdivision. The form shall be submitted to the primary contact at U.S. Bank. Category 1 and Category 2 have separate primary contacts as laid out in section 3 of this Addendum.

**2.2 Late Penalty Payments**

Late Penalty Payments should follow the guidelines established by each individual State and will be as specified in their prompt payment act and their Rebate associated annual penalty interest rate.

**3. PRIMARY CONTACTS**

The primary contact for this contract will be the authorized signatory on the Addendum for each state.

**Contractor -- Category 1 –P-Card, One Cards, and Declining Balance/Managed Spend Card**

Name:	Robert Hebert
Contractor:	U.S. Bank
Address:	901 Marquette Ave., Minneapolis, MN 55402
Telephone:	623-455-3621
Email:	Robert.hebert@usbank.com
Web Address:	www.usbank.com

**Contractor -- Category 2 –Fleet Card**

Name:	John Reber
Contractor:	U.S. Bank
Address:	901 Marquette Ave., Minneapolis, MN 55402
Telephone:	832-486-1225
Email:	John.reber@usbank.com
Web Address:	www.usbank.com

**Participating Entity**

Name:	Tim Jenks
State:	State of Oregon
Participating Entity:	State of Oregon, acting by the Department of Administrative Services, Enterprise Goods and Services, Procurement Services
Address:	1225 Ferry Street SE, U140, Salem, Oregon 97301-4285
Telephone:	503-378-4778
Email:	Tim.jenks@state.or.us

#### 4. PRODUCT OFFERING

Participating Entity shall indicate below which products they are requesting to use  
Product Descriptions can be found in **Appendix A, Document 4**

- A.  Purchase Card with Corporate Liability (*Travel Accident Insurance not included with this product*)
  - Central Billing Accounts [Central Purchase Account/Event Planner/Central Relocation)
  - Managed Spend Declining Balance functionality)
  - Emergency Response Cards
  
- B.  One Card with Corporate Liability (*Travel Accident Insurance included with this product*)
  - Central Billing Accounts (Central Travel Account/Event Planner/Central Relocation)
  - Managed Spend Declining Balance functionality)
  - Emergency Response Cards
  - ATM Access / Cash Advances
  
- C.  Fleet Card with Corporate Liability
  
- D.  Corporate Card (*Travel Accident Insurance included*)
  - Contingent Liability
  - Joint and Several Liability

#### CREDIT CARD PROVIDER NETWORK

The following credit card providers have been selected by U.S. Bank and are authorized to perform services under this contract:

Category 1 - Visa

Category 2 - Voyager

#### INCORPORATION OF DOCUMENTS

Each of the documents listed below is, by this reference, incorporated into this Addendum as though fully set forth herein and can be found in on the last page of this document.

1. **Appendix 1:** State Specific Terms and Conditions
2. **Appendix 2:** U.S. Bank Commercial Card Master Agreement
3. **Appendix 3:** U.S. Bank Fleet Card Agreement
4. **Appendix 4:** U.S. Bank Product Descriptions
5. **Appendix 5:** Applicable Card Fee and Rebate Information
6. **Appendix 6:** Standard Contract Definitions

#### ORDER OF PRECEDENCE

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Participating Entity's Participating Addendum ("PA");
2. State Specific Terms and Conditions, Appendix B
3. WSCA-NASPO/ Contract Terms and Conditions
4. U.S. Bank Commercial Card Master Agreement and/or Fleet Card Agreement
5. Approved portions of Contractor's response dated January 24, 2013 to the Solicitation.

## INCENTIVE SHARE

### 4.1 Incentive Share Schedule

Contract Incentive Shares will be paid quarterly within 60 days following the last day of each Calendar Quarter:

Quarter 1: January 1 - March 31<sup>st</sup>

Quarter 2: April 1 - June 30<sup>th</sup>

Quarter 3: July 1 - September 30<sup>th</sup>

Quarter 4: October 1 - December 31<sup>st</sup>

### 4.2 Incentive Share Calculation and Disbursement

Contract Incentive Share payments will be sent directly to the appointed account for each Participating Entity by U.S. Bank.

A Participating Entity that does not earn a minimum of \$75.00 for combined incentive share components 1-3 per quarter will forfeit its incentive share for that quarter.

The amount of the Incentive Share will be determined by combining Volume Sales for the State in question, Prompt Payment/Speed of Pay, and Large Ticket Sales.

Incentive Share (Rebate) Formulas can be found in *Appendix A, Document 6*.

## CONTRACTOR'S MASTER AGREEMENT

The signatories to this Addendum agree they will adhere to the guidelines outlined by U.S. Bank in its Commercial Card Master Agreement.

## TERMS AND CONDITIONS

Contractor and participants will adhere to the Oregon Terms and Conditions set forth in Appendix B.

## CONTRACT SIGNATURES

This Addendum and the Contract set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Contract and supersedes any prior communications, representations, agreements whether oral, or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract, that are included in any purchase order or otherwise shall be void. The terms and conditions of this Addendum and the Contract shall govern in the case of any such inconsistent, contrary, or additional terms.

Contracts can be found on the following websites:

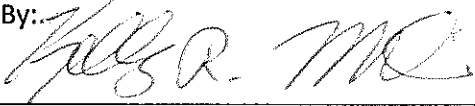
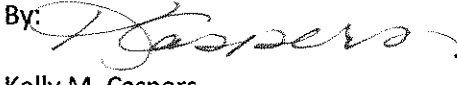
<http://www.aboutwsca.org/contract.cfm/contract/13wn-2006>

[http://www.oregon.gov/Pages/a to z listing.aspx](http://www.oregon.gov/Pages/a%20to%20z%20listing.aspx)

<http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf>

**Tax Certification.** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown in the Participating Addendum is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; and (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws. (For purposes hereof, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.)

IN VIEW OF THE ABOVE, the parties listed below agree to execute this Addendum by their signatures, on the dates below.

<b>Participating Entity:</b> State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services	<b>Contractor:</b> U.S. Bank National Association
By: 	By:  3-10-14
Name: Kelly R. Mix Date: 3/14/14	Name: Kelly M. Caspers Date: 3-10-14
Title: Procurement Svcs. MGR	Title: Vice President

Please email PDF copy of this fully executed document to PA@wsca-naspo.org to provide documentation of participation.