



**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

COMMERCIAL CARD SERVICES

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

**Amended and Restated
MASTER AGREEMENT
Master Agreement No: 00719
(the "Master Agreement")**

U.S. Bank National Association
(hereinafter "Contractor")
and
State of Washington
(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT No.: 00719

This Participating Addendum to the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and U.S. Bank National Association, a Delaware corporation ("Contractor") and is dated and effective as of January 1, 2021 ("Effective Date").

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.

- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the competitive procurement for 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. For the purposes of this Participating Addendum, the State desires to use and access Corporate Cards, One Cards, and Corporate Cards subject to any fees set forth in the Master Agreement. Capitalized terms used in this Participating Addendum but not defined, shall have the same meaning given to such terms as in the Master Agreement.
2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):
 - (a) **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions. Washington State Agencies shall be required to execute a Card User Agreement and agree to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Washington State Agency shall be responsible for its compliance with such terms and conditions. Notwithstanding any other provision in this Addendum or the Master Agreement, Washington State Agencies shall be required to provide U.S. Bank with financial information or other documentation or information reasonably requested by U.S. Bank for the purpose of credit underwriting or satisfying other due diligence requirements.
 - (b) **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that

- receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions. For the avoidance of doubt, Washington State Institutions of Higher Learning and MCUA Parties are required to complete a Card User Agreement to place an order under this Participating Addendum.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

3.1. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
- (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
- (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.2. **CONTRACTOR COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402

Attn: Cheryl Mielnicki
Tel: (623) 256-6229
Email: Cheryl.mielnicki@usbank.com

Participating State

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Contract 00719 Contract Administrator
Tel: (360) 407-2218
Email: DESContractsTeamCypress@des.wa.gov

5. **NOTICES:** The parties will make all notifications, consents, or approvals required under this Participating Addendum in writing and delivered by electronic mail, or by U.S. certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the parties may specify in writing:

To Participating State:

State of Washington
Department of Enterprise Services
1500 Jefferson Street SE
Olympia, WA 98501
Attn: Contract Manager
Contract Number: 00719

To U.S. Bank:

U.S. Bank National Association
Corporate Payment Systems
Mail Code EP-MN-A17S
901 Marquette Ave.
Minneapolis, MN 55402, U.S.A.
Attn: CPS Contract Manager

6. **ORDERS:** Unless the parties to the order agree in writing that another contract or agreement applies to such order, 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 as conditioned by this Participating Addendum.

7. **TERM:** The term of this Participating Addendum shall commence on the Effective Date and shall be coterminous with the Master Agreement unless terminated by either party prior to expiration or termination of the Master Agreement.

8. **GENERAL:**

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- (c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

U.S. BANK NATIONAL ASSOCIATION,
A DELAWARE CORPORATION

By: 

By: _____

Corinna Cooper

Scott Edstrom

Its: Statewide Enterprise Procurement
Manager

Its: Senior Vice President