

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
Participating Entity



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

WSCA-NASPO
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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

State:	The State of Washington
Participating Entity:	DES for the State of Washington
State Signature Authority	Christine Warnock, CPPB, CPPO Chief Procurement Officer
Address:	1500 Jefferson St. SE Olympia, WA 98557
Telephone:	360-407-9398
Email:	Christine.warnock@des.wa.gov
Managing Point of Contact	Cathy Moxley, CPPB
Telephone:	360-407-9434
Email:	Cathy.moxley@des.wa.gov

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
- C. ☒ Fleet Card with Corporate Liability
- D. ☒ Corporate Card (*Travel Accident Insurance included*)
 - ☒ Contingent Liability
 - ☒ Joint and Several Liability

5. 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

6. INCORPORATION OF DOCUMENTS

Each of the documents listed below is incorporated into this Addendum as though fully set forth herein.

1. **Appendix A, Document 1:** U.S. Bank Political Subdivision Addendum
2. **Appendix A, Document 2:** U.S. Bank Commercial Card Master Agreement
3. **Appendix A, Document 3:** U.S. Bank Fleet Card Agreement
4. **Appendix A, Document 4:** U.S. Bank Product Descriptions
5. **Appendix A, Document 5:** Internet address of WSCA-NASPO site for contract documents
6. **Appendix A, Document 6:** Applicable Card Fees and Rebate Information
7. **Appendix B:** State Specific Terms and Conditions
8. **Appendix C:** Standard Contract Definitions

7. 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
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.

8. INCENTIVE SHARE

8.1 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 31st

Quarter 2: April 1 - June 30th

Quarter 3: July 1 - September 30th

Quarter 4: October 1 - December 31st

8.2 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**.

9. 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.

10. TERMS AND CONDITIONS

Contractor and participants will adhere to the WSCA Terms and Conditions unless otherwise specified in the Participating Entities specific Participating Addendum.



11. 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 WSCA-NASPO website at the following location:
<http://www.aboutwsca.org/contract.cfm/contract/13wn-2006>

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

Participating Entity:		Contractor: U.S. Bank National Association	
By: 		By: 	
Name: Christine Warnock		Name: Kelly M. Caspers	
Date: 3/5/14		Date: February 28, 2014	
Title: Chief Procurement Officer		Title: Vice President	

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

Incorporated Documents:

APPENDIX A

Document 1: U.S. Bank Political Subdivision Addendum

Document 2: U.S. Bank Commercial Card Master Agreement - Category 1

Document 3: U.S. Bank Fleet Card Agreement - Category 2

Document 4: U.S. Bank Product Descriptions

Document 5: Internet address of WSCA-NASPO site for contract documents
<http://www.aboutwsca.org/contract.cfm/contract/13wn-2006>

Document 6: Applicable Card Fee and Rebate Information

APPENDIX B

State Specific Terms & Conditions

APPENDIX C

Standard Contract Definitions

WSCA-NASPO Contract 00612 - Commercial Card Solutions – Participating Addendum
Appendix A, Document 1 – Political Subdivision Addendum

WSCA-NASPO POLITICAL SUBDIVISION ADDENDUM

This Political Subdivision Addendum constitutes an addendum to and modification of the card and payment services contract ("Participating Addendum") dated _____ which was entered into by and between U.S. Bank National Association ("U.S. Bank") and the government entity of the State of Washington ("Washington"). That Participating Addendum governs the WSCA-NASPO Commercial and Fleet Card Program (the "Commercial and Fleet Card Program" or "Card Program") for the State of Washington. This Political Subdivision Addendum is entered into by and between U.S. Bank and the Political Subdivision identified herein. This Political Subdivision Addendum shall become effective upon signing by or on the behalf of the latter of the parties ("Effective Date") and supersedes any previous and like addenda with the Political Subdivision.

RECITALS

- A. Washington has entered into the Participating Addendum for the purpose of making available a Purchase Card, One Card, Fleet Card or Corporate Card Program as described in the Participating Addendum for use by Washington, its Agencies and Political Subdivisions;
- B. Washington is willing to permit Political Subdivision to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Participating Addendum as if Political Subdivision was the entity signing the Participating Addendum as the State of Washington. Washington shall not bear liability or responsibility for Political Subdivision under the Participating Addendum or this Political Subdivision Addendum; and
- C. Political Subdivision has received a copy of the Participating Addendum from Washington, and after a thorough review of the Participating Addendum, desires to participate as a Political Subdivision under the Participating Addendum. Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of this Political Subdivision Addendum, as well as the Participating Addendum, as if Political Subdivision was the entity signing the Participating Addendum or this Political Subdivision Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Participating Addendum which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

1. **Definitions.** Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Participating Addendum.
2. **Political Subdivision Responsibility.** Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of Washington as set forth in the Participating Addendum. Cards shall be issued to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.
3. **Financial Information.** In order to determine credit qualifications for Political Subdivision, Political Subdivision shall provide U.S. Bank with the last three (3) years of audited financial statements with this signed Political Subdivision Addendum. Political Subdivision shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify Political Subdivision of the approval or decline of its credit qualification. If such financial statements can be independently obtained by U.S. Bank, Political Subdivision will not be required to provide such financial statements.
4. **Payment.** Political Subdivision shall make payment to U.S. Bank for all Debt incurred by Political Subdivision, its Cardholders and Accountholders as provided in the Participating Addendum. "Debt" means all amounts charged to a card and/or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Political Subdivision, its Cardholders and Accountholders.
5. **Authority.** The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Participating Addendum constitute valid, binding and enforceable agreements of Political Subdivision. All extensions of credit made to Political Subdivision pursuant to this Political Subdivision Addendum and the Participating Addendum will be valid and enforceable obligations of Political Subdivision and Political Subdivision shall pay to U.S. Bank all Debts incurred by Political Subdivision in accordance with the terms of the Participating Addendum and this Political Subdivision Addendum. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Participating Addendum are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any contract to which Political Subdivision is a party or is bound.
6. **Purpose of Card Use.** Political Subdivision declares that cards shall be used for official Political Subdivision purchases only, and shall not be used for individual consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Participating Addendum and this Political Subdivision Addendum.
7. **Governing Law.** Except as provided to the contrary herein, the law of the state of Washington and applicable federal laws and regulations shall apply to all services provided by U.S. Bank under this Participating Addendum

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Appendix A, Document 1 – Political Subdivision Addendum

8. Card Products and Card Product Enhancements: U.S. Bank may provide the following Card Products to Political Subdivision and its Cardholders. Political Subdivision shall mark here the products requested.

- A. ☐ Purchase Card with Corporate Liability (*Travel Accident Insurance not included with this product*)
☐ Central Billing Accounts (Central Travel 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
- C. ☐ Fleet Card with Corporate Liability
- D. ☐ Corporate Card (*Travel Accident Insurance included*)
☐ Contingent Liability
☐ Joint and Several Liability

9. The notice address for Political Subdivision is:

Attn: _____

10. Authorization. Political Subdivision certifies to U.S. Bank that the person executing this Political Subdivision Addendum is authorized by Political Subdivision in accord with its organization rules and applicable law to bind Political Subdivision to the Terms and Conditions of this Participating Addendum, including the authority to incur Debt in the name of Political Subdivision.
11. Execution. By signing below, the individual(s) signing this Political Subdivision Addendum in his or her capacity as an authorized signing officer of Political Subdivision and not in his or her personal capacity, certifies and warrants that (1) all action required by Political Subdivision's organizational documents to authorize the signer(s) to act on behalf of Political Subdivision in all actions taken under this Political Subdivision Addendum, including but not limited to, the authority to incur Debt on behalf of Political Subdivision has been taken, (2) each signer is empowered in the name of and on behalf of Political Subdivision to enter into all transactions contemplated in this Political Subdivision Addendum and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.
12. Reliance. Political Subdivision has read, understands and agrees to all terms and conditions in this Political Subdivision Addendum, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Political Subdivision Addendum.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, executed this Political Subdivision Addendum.

<p>Dated this _____ day of _____, 20____</p> <p>By Political Subdivision:</p> <p>_____ (Name)</p> <p>_____ (Signature of Authorized Signer)</p> <p>_____ (Printed Name of Authorized Signer)</p> <p>_____ (Printed Title of Authorized Signer)</p>	<p>Dated this _____ day of _____, 20____</p> <p>By U.S. Bank:</p> <p>_____ U.S. Bank National Association</p> <p>_____ (Signature of Authorized Signer)</p> <p>_____ Kelly M. Caspers (Printed Name of Authorized Signer)</p> <p>_____ Vice President (Printed Title of Authorized Signer)</p>
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Approved as to form:

(Signature of Attorney for Political Subdivision)

(Printed Name of Attorney)

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Appendix A, Document 1 – Political Subdivision Addendum

Before completing the Certificate of Authority, please read:

- If the document being signed was "approved as to form" by an attorney, it is not necessary to complete the attached Certificate of Authority (C of A).
- If the document was not "approved as to form" by an attorney, please complete the attached C of A (page 2).
- Be sure to date all documents upon signing. Undated documents cannot be accepted and will be returned for dating.

**SIGNING INSTRUCTIONS FOR
CERTIFICATE OF AUTHORITY**

Note that three (3) different individuals must sign and date the C of A. If the Political Subdivision does not have three individuals who are authorized to sign on behalf of the Political Subdivision, please refer to page 3.

SECTION 1 Organizational Information- Enter the *legal* Political Subdivision name and the tax ID number on the C of A. **Note:** The legal name of the Political Subdivision name is required. The legal name is usually the name on the Political Subdivision's financial statements.

SECTION 2 Authorized Persons - The individual who signed the Card Contract/Amendment must complete and sign Section 2.

SECTION 3 Execution Requirement - Check only one box in Section 3 to indicate how many individuals (either 1 or 2) that the Political Subdivision requires to sign legal documents on behalf of the Political Subdivision.

SECTION 4 Execution - No action required.

SECTION 5 Certification - Two (2) individuals must sign *and date* Section 5 as well as insert their names and titles. **Note:** The individual(s) who signed Section 2 cannot sign in Section 5 or this document is invalid.

- An officer of the Political Subdivision ("Officer One") is required to sign the top area of Section 5 attesting to the signatures in Section 2.
- One other officer of the Political Subdivision ("Officer Two") must sign the bottom area of Section 5 *attesting to the signature of Officer One*.

Please see examples below:

5. **Certification.** I certify that I am the _____ and I am acting in my official capacity as an authorized officer who has been given the authority by the Political Subdivision to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Political Subdivision to execute and deliver to U.S. Bank, on behalf of the Political Subdivision, and to bind the Political Subdivision under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

↑ PRINTED NAME OF THE _____ OF THE POLITICAL SUBDIVISION ↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature of the _____ of the Political Subdivision ↑

DATE

I certify that I am an officer of the Political Subdivision, and as such, I certify that the above-named _____ is acting in such capacity on behalf of the Political Subdivision, the signature below is my genuine signature and the signature above is the genuine signature of such _____.

↑ PRINTED NAME & TITLE OF INDIVIDUAL SIGNING BELOW ↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature ↑ Attested by One (1) Other Individual of the Political Subdivision

DATE

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Appendix A, Document 1 – Political Subdivision Addendum

CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following Political Subdivision (the "Political Subdivision"):

Political Subdivision Legal Name: _____

Federal Tax Identification Number: _____

2. **Authorized Persons.** In accordance with the governance rules relating to the Political Subdivision, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Political Subdivision, to execute and deliver to U.S. Bank National Association ND ("U.S. Bank") and/or its affiliates the applicable contract(s), any applicable addenda and/or amendments thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more card programs, extending credit and providing related services to the Political Subdivision with U.S. Bank in the United States (collectively, the "Services"):

Name	TITLE	SIGNATURE

3. **Execution Requirements.** The governance rules relating to the Political Subdivision require the following number of Authorized Persons to sign the Documents for the Services (choose only one box):

- ☐ One (1) Authorized Person
☐ Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Political Subdivision and not in his or her personal capacity, certifies and warrants that (a) all action required by Political Subdivision's organizational documents to authorize the signer(s) to act on behalf of the Political Subdivision in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Political Subdivision, has been taken, (b) each signer is empowered in the name of and on behalf of the Political Subdivision to enter into all transactions and Services contemplated in the Documents, and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the _____ and I am acting in my official capacity as an authorized officer who has been given the authority by the Political Subdivision to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Political Subdivision to execute and deliver to U.S. Bank, on behalf of the Political Subdivision, and to bind the Political Subdivision under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

↑ PRINTED NAME OF THE _____ OF THE POLITICAL SUBDIVISION↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature of the _____ of the Political Subdivision↑ DATE _____

I certify that I am an officer of the Political Subdivision, and as such, I certify that the above-named _____ is acting in such capacity on behalf of the Political Subdivision, the signature below is my genuine signature and the signature above is the genuine signature of such _____.

↑ PRINTED NAME & TITLE OF INDIVIDUAL SIGNING BELOW↑ (CANNOT BE AN AUTHORIZED PERSON LISTED IN SECTION 2)

↑ Signature ↑ Attested by One (1) Other Individual of the Political Subdivision DATE _____

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Appendix A, Document 1 – Political Subdivision Addendum

**EXAMPLES TO SIGNING INSTRUCTIONS
FOR
CERTIFICATE OF AUTHORITY (C OF A)**

EXAMPLE 1:

1. One (1) person is required to sign legal documents, and
2. Political Subdivision has more than two (2) authorized signatories who can attest to signatures of other signatories.

Contract: Person A signs.
C of A Section 2: Person A completes and signs.
C of A Section 3: First box is checked.
C of A Section 4 (part 1): Person B (preferably the Secretary) signs attesting to the signature of Person A.
C of A Section 4 (part 2): Person C signs attesting to Person B's authority and signature.

EXAMPLE 2:

1. Two (2) people are required to sign legal documents, and
2. Political Subdivision has more than two (2) authorized signatories who can attest to signatures of other signatories.

Contract: Persons A and B sign.
C of A Section 2: Persons A and B complete and sign.
C of A Section 3: Second box is checked.
C of A Section 4 (part 1): Person C (preferably the Secretary) signs attesting to the signatures of Persons A and B.
C of A Section 4 (part 2): Person D signs attesting to Person C's authority and signature.

EXAMPLE 3:

1. One (1) person is required to sign legal documents, and
2. Political Subdivision has only one (1) other authorized signatory who can attest to signatures of other signatories.

Contract: Person A signs.
C of A Section 2: Person A completes and signs.
C of A Section 3: First box is checked.
C of A Section 4 (part 1): Person B (preferably the Secretary) signs attesting to the signature of Person A.
NOTE: If the Secretary can sign the C of A, than they cannot be Person A; they must be Person B.
C of A Section 4 (part 2): Person A signs attesting to Person B's authority and signature.

EXAMPLE 4:

1. Two (2) people are required to sign legal documents, and
2. Political Subdivision has only one (1) other authorized signatory who can attest to signatures of other signatories.

Contract: Persons A and B sign.
C of A Section 2: Persons A and B complete and sign.
C of A Section 3: Second box is checked.
C of A Section 4 (part 1): Either Person A or B (preferably the Secretary) signs attesting to the signature of Persons A and B.
NOTE: If the Secretary can sign the C of A, than they must sign in Section 4 (part 1) and the other person must sign in Section 4 (part 2).
C of A Section 4 (part 2): The Person who did not sign Section 4 (part 1) signs attesting to the signing authority and signature of the person who did sign in Section 4 (part 1), subject to the note above.

U.S. BANK COMMERCIAL CARD MASTER AGREEMENT

This Commercial Card Master Agreement (the "Agreement") governs the U.S. Bank Commercial Card Program provided by the WSCA-NASPO Cooperative Purchasing Program Commercial Card Solutions Contract #00612, Category 1 (the "Commercial Card Program") and is an attachment to the Participating Addendum entered into by and between U.S. Bank National Association ("U.S. Bank") and the Government Entity which is a signatory to that Participating Addendum ("Government Entity").

Participation in Commercial Card Program:

Certain entities designated by Government Entity may participate in the Commercial Card Program.

"Government Entity Agencies" means those Government Entity departments and agencies that rely upon the Government Entity for funding, or are appropriated funds by the Government Entity for the charges on the accounts issued to the employees of those departments and agencies. In order for Government Entity Agencies to participate in the Commercial Card Program, the Government Entity will furnish to U.S. Bank a Government Entity Agency Addendum listing those agencies allowed to participate. The Government Entity has the right to exclude any agencies from the Agreement by providing written notice to U.S. Bank at any time.

"Political Subdivisions" means any municipalities, counties, and institutions of higher education that do not rely upon the Government Entity for funding. Political Subdivisions may participate in this Agreement upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Political Subdivision Addendum.

I. CREDIT PROVISIONS

A. **Financial Information.** The establishment of a Commercial Card Program provides an extension of credit, and Government Entity shall provide sufficient information to enable U.S. Bank to perform periodic credit reviews.

1. **Political Subdivisions.** Each Political Subdivision must individually credit qualify and submit a signed, properly completed Political Subdivision Addendum to U.S. Bank.
2. **Financial Information for Government Entity and Political Subdivisions.** To become credit qualified, the Government Entity and each Political Subdivision will provide the last three (3) years of audited financial statements to U.S. Bank prior to the issuance of any cards and will provide annual financial statements on or before one hundred eighty (180) days after the end of the Government Entity or Political Subdivision's fiscal year. Political Subdivision should provide this first set of financial statements with their signed, completed Political Subdivision Addendum. U.S. Bank will review the financial statements and provide notice to each Political Subdivision of the approval or decline of their credit qualification. If satisfactory financial information can be found on the website of Government Entity or Political Subdivision, U.S. Bank will not require the Government Entity or such Political Subdivision to provide financial information that U.S. Bank can obtain on its own.

B. **Aggregate Product Credit Limit and Account Credit Limits.** Subject to credit approval by U.S. Bank, an Account Credit Limit (an "ACL") for each Account and an Aggregate Product Credit Limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

1. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Government Entity of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Government Entity shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
2. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.
 - a. **Government Entity Accounts.** U.S. Bank shall provide notice to Government Entity of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Government Entity shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
 - b. **Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account. Based on the credit worthiness of Government Entity and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish an ACL of no less than five hundred U.S. Dollars (\$500.00).
 - c. **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

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- C. **ATM Access / Cash Advances.** U.S. Bank provides access to Cash Advances through owned and participating bank Automated Teller Machines and Association member offices. If Government Entity elects to use Cash Advances, U.S. Bank will establish predetermined Cash Advance limits for Cardholders, either as a group or individually. U.S. Bank reserves the right to suspend or terminate Cash Advance access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Government Entity.
- D. **Convenience Checks.** U.S. Bank can issue Convenience Checks to Cardholders designated by Government Entity. Replenishment of Convenience Checks will occur upon request by the Cardholder, subject to the Cardholder's Account status and cash availability. Convenience Check transactions are posted to the Cardholder Statement as a Cash Advance. U.S. Bank reserves the right to suspend or terminate Convenience Check access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Government Entity. There are a number of limitations associated with Convenience Checks:
1. **Authorization.** There is no authorization process associated with the use of Convenience Checks. At the time of Purchase, U.S. Bank is unable to verify the authenticity of the signature on a Convenience Check, the identity of the person signing the Convenience Check, or restrict the use of Convenience Checks to specific Merchant types.
 2. **Disputes.** Use of Convenience Checks and disputes arising therefrom are not covered by Association regulations. Other than the fraudulent use of a Convenience Check by an individual other than the Cardholder, which is governed by the applicable law pertaining to negotiable instruments, there are no dispute rights once a Convenience Check is used to make a Purchase.
 3. **Returned Checks.** U.S. Bank reserves the right to return a Convenience Check unpaid to the payee if (i) the amount of the Convenience Check exceeds the Cardholder's Cash Advance limit or (ii) U.S. Bank determines that honoring the check presents a risk of loss or liability to U.S. Bank or Government Entity.
 4. **Limitation of Liability.** U.S. Bank is not liable for any damages resulting from U.S. Bank's refusal to honor a Convenience Check presented for payment.
- II. **U.S. COMMERCIAL CARD PROGRAMS**
- A. **Card Products.** U.S. Bank may provide the following Card Products to Government Entity and its Cardholders. Card Product availability and Card Products for which Government Entity has been approved are specified in the Participating Addendum.
1. **U.S. Bank Corporate Card.** The U.S. Bank Corporate Card is a charge card designed for use by Cardholders to charge travel, entertainment and other goods and services that are related to the business activities of Government Entity. U.S. Bank also provides central travel accounts, which can be used for the same purpose, but without the issuance of a physical card.
 2. **U.S. Bank Managed Spend Card.** The U.S. Managed Spend Card is a specialized corporate liability card designed for use by Government Entities or Cardholders to charge business related goods and services. Government Entity may also elect to have Cards issued to family members relocating employees. Unless requested for a different duration, Managed Spend has a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of the Government Entity and its Cardholder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars (\$500.00).
 3. **U.S. Bank One Card.** The U.S. Bank One Card is a charge card designed for use by Cardholders that combines Corporate and Purchase Card capabilities on a single Account. The One Card can be utilized for travel and entertainment related expenses as well as to charge goods and services related to the business activities of Government Entity.
 4. **U.S. Bank Purchase Card.** The U.S. Bank Purchase Card is a charge card designed for use by Cardholders to charge goods and services related to the business activities of Government Entity. U.S. Bank also provides central purchase accounts, which can be used for the same purpose, but without the issuance of a physical card.
- B. **Card and Account Issuance.** Government Entity shall designate to U.S. Bank Cardholders that are authorized to incur expenses on behalf of Government Entity during the term of this Agreement and who are to receive Cards and/or be issued Account numbers by submitting to U.S. Bank completed, duly authorized applications, in a format specified by U.S. Bank, such as through Access Online, including any applicable consents and/or authorizations from such Cardholders as may be required by the applicable local law, rule or regulation.
1. **Credit Checks.** With respect to any such application, U.S. Bank reserves the right, at its sole cost and expense and to the extent permitted by applicable law, to conduct a credit check on any Cardholder who may have sole and/or shared liability for any Debt incurred under this Agreement.

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2. **Exclusion.** U.S. Bank shall have the right to reject any Cardholder application in which the Cardholder may have sole and/or shared liability for any Debt incurred under this Agreement.
3. **Card Delivery.** Unless Government Entity notifies U.S. Bank to the contrary, U.S. Bank shall issue Cards and/or Accounts directly to Cardholders.
4. **Creation of Cards by Government Entity.** Government Entity has the ability to create Cards on its own through the use of Access Online. Such Cards can be created with or without an individual's name embossed on the face of the Cards. Acceptance of Cards without a name embossed on the face of the Cards is at the discretion of Merchants.
- C. **Billing and Payment.** U.S. Bank provides a variety of billing options. The availability of billing options may differ between Card Products. Billing option availability and the billing options for which Government Entity has been approved is specified herein in the Participating Addendum. Government Entity or Cardholder shall pay the amount due on the Statement by the Due Date.
 1. **Individual Bill.** Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Government Entity may elect to receive one or more Summary Statements or reports showing all Transactions billed to Cardholder Accounts.
 2. **Central Bill.** Each Transaction is either posted to a Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. Government Entity will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Government Entity receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.
 3. **Billing Disputes.** Billing disputes must be communicated in writing to U.S. Bank at the address specified in Section V.L. herein or the address provided on the Statement. U.S. Bank must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes.
 4. **Merchant Category Disclaimer.** Upon request by Government Entity, U.S. Bank may either prevent or restrict usage of its Card Products to selected Merchants based on Merchant Category Code. To the extent this is requested, the following disclaimers apply:
 - a. **Limitation of Liability.** U.S. Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the Transaction authorization request. U.S. Bank has no liability for Transactions declined or approved contrary to the intent of Government Entity.
 - b. **Incorrect Merchant Category Codes.** To the extent Government Entity believes a Merchant has not been assigned an accurate Merchant Category Code, U.S. Bank will advise the Association of the inaccuracy. Whether or not the Merchant Category Code is changed is dependent upon applicable Association regulations.
 5. **Trailing Transactions.** Upon cancellation of an Account, the Government Entity and/or Cardholder must cancel the billing of all reoccurring Transactions to the Account.
- D. **Liability.** U.S. Bank provides a variety of liability options. The availability of liability options may differ between Card Products. Liability option availability and the liability option(s) for which Government Entity has been approved is/are specified in the Participating Addendum.
 1. **Corporate Liability.** Government Entity is solely liable to U.S. Bank for all billed Transactions.
 2. **Joint and Several Liability.** Government Entity and the Cardholder are jointly and severally liable to U.S. Bank for all billed Transactions.
 3. **Contingent Liability.** Cardholder is liable to U.S. Bank for all billed Transactions. Government Entity has contingent liability, which means Government Entity is liable for any billed Transactions that are legitimate business charges and have not been previously reimbursed by Government Entity to the Cardholder.
 4. **Liability Exceptions.** Government Entity may be liable for all billed Transactions, regardless of liability option specified in the Participating Addendum, in the following circumstances:
 - a. **Failure to Notify; Liability Exceptions.** Government Entity shall immediately notify U.S. Bank of any of the following:
 - (i) Termination of employment of any Cardholder;
 - (ii) Any lost or stolen Card for which the Government Entity has liability;
 - (iii) Any compromised Account for which the Government Entity has liability; or
 - (iv) Any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.

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Government Entity shall provide sufficient information as may be requested by U.S. Bank for U.S. Bank to act on such notifications. Failure of Government Entity to provide notification may result in Government Entity's or Cardholder's liability to pay for all Transactions on such Cards and/or Accounts notwithstanding any liability option specified in the Participating Addendum. Liability is limited to period of time from when notification should have been received to when notification is actually received and only for those Transactions that U.S. Bank cannot either charge back to the Merchant or collect directly from the Cardholder. In any event, regardless of the liability option chosen, Cardholder's liability will not exceed fifty U.S. Dollars (\$50.00).

- E. **Delinquency.** If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank by Government Entity and/or Cardholder by the Due Date, U.S. Bank shall have the following rights:
1. **Suspension.** U.S. Bank shall have the right to suspend any Account that is delinquent for a period exceeding two (2) Billing Cycles.
 2. **Cancellation.** U.S. Bank shall have the right to cancel any Account that is delinquent for a period exceeding three (3) Billing Cycles.
 3. **Late Fees.** U.S. Bank shall have the right to bill Late Fees on all delinquent Accounts, as specified in the Participating Addendum.
 4. **Collection Fees.** U.S. Bank shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent amount on a cancelled Account.

III. **SECURITY AND CONFIDENTIALITY**

A. **Security.** U.S. Bank and the Government Entity shall safeguard information regarding Cards, Account numbers, passwords, personal identification numbers, and other sensitive information provided by U.S. Bank in a manner that is no less stringent than those applicable to each Party's own proprietary information. Each Party will utilize each Party's respective industry standards to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.

B. **Confidentiality.** The Parties agree to the following provisions regarding the use and disclosure of Confidential Information:

1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means information supplied by one Party ("Disclosing Party") to the other Party ("Recipient") that is expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party.
 - a. **U.S. Bank Confidential Information.** U.S. Bank and Government Entity agree that the Commercial Card Program and/or Global Commercial Card Program is a unique service involving the exchange of proprietary and/or Confidential Information between the Parties. Government Entity agrees that Commercial Card Program and/or Global Commercial Card Program reports, manuals, documentation, and related materials shall be circulated by it only to the extent necessary for Government Entity to manage the Commercial Card Program or Global Commercial Card Program and/or use such information in connection with Government Entity's business.
 - b. **Government Entity Confidential Information.** U.S. Bank and Government Entity agree that any non-public financial information of Government Entity and any non-public data regarding Government Entity Accounts, Transactions, charges, spending volume or repayment terms is Confidential Information of Government Entity and such information shall be circulated by U.S. Bank only to the extent necessary for U.S. Bank to offer the Commercial Card Program and/or Global Commercial Card Program.
2. **Restriction.** Government Entity and U.S. Bank agree to take all reasonable steps to safeguard the other Party's proprietary and Confidential Information and not to release such information to any person or Party not essential to participation in the Commercial Card Program and/or Global Commercial Card Program.
3. **Care.** The Recipient shall provide the same care to avoid an unauthorized disclosure, misuse, alteration or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event, less than a reasonable standard of care.
4. **Relief.** Because damages may be difficult to ascertain, the Parties agree that in the event of any violation of Section III.B., without limiting any other rights and remedies of each other, an injunction may be sought against the Party who has breached or threatened to breach the aforementioned Section.
5. **Exceptions.** With respect to Confidential Information, U.S. Bank and Government Entity agree that the other may use and disclose such information for the following purposes:
 - a. **Normal Business Operations.** U.S. Bank and Government Entity may use and disclose such Confidential Information of the other as is required by normal business operations in connection with the Commercial Card Programs and as may be required by Association Operating Regulations.

- b. **Legal and Regulatory Requirements.** U.S. Bank and Government Entity may use and disclose Confidential Information of the other to legal authorities, agents, auditors or regulators of U.S. Bank and Government Entity, respectively, or as otherwise may be required by law, rule or regulation.
- c. **Summarized Data.** U.S. Bank and Government Entity may use and disclose Data to any third party to the extent that such Data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such Data as attributable to U.S. Bank, Government Entity, and/or Cardholders.
- d. **Archived Data.** U.S. Bank and Government Entity are entitled to retain Confidential Information of the other for archival purposes as required in accordance with applicable law, rule or regulations.
- e. **Third Parties.** Government Entity acknowledges that portions of its Account and Transaction data are captured by third parties, including, but not limited to the Associations, third-party service providers, Merchants, and Merchant processors, during the course of normal business operations and that the confidentiality provisions of this Agreement do not extend to such third parties.

IV. TERM AND TERMINATION

- A. **Term.** This Agreement shall remain in effect for an initial "Base Period" of five (5) years beginning on the date indicated under the column labeled "Commencement Date" and shall continue thereafter until terminated by either party by giving (90) days prior written notice to the other Party. During the initial Base Period, however, as defined in the Participating Addendum, neither party may terminate this Agreement, in whole or in part, except by mutual consent or as otherwise provided under this Section.
- B. **Termination for Cause by Either Party.** Either Party shall have the right to immediately terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on the Participating Addendum, or immediately terminate this Agreement in its entirety, by providing written notice of such termination to the other Party, upon one or more of the following events:
 - 1. Dissolution or liquidation of the other Party, or Parent thereof, if applicable;
 - 2. Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of, the other Party, or Parent thereof, if applicable or the other Party enters into any other similar proceeding or arrangement for the general benefit of its creditors;
 - 3. Any failure to perform a material obligation of this Agreement;
 - 4. If any material statement, representation or warranty of a Party, its affiliates or Parent at any time furnished to the other Party is untrue in any material respect when made;
 - 5. A material breach of any other agreement entered into by the Parties.
- C. **Termination for Cause by Government Entity.** Government Entity shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on the Participating Addendum, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to U.S. Bank upon one or more of the following events:
 - 1. U.S. Bank's reduction of Government Entity's PCL and/or ACL, as defined in Section I. B., has materially and adversely affected Government Entity's utilization of any Card Product or the Commercial Card Program.
 - 2. U.S. Bank's failure to reasonably perform in accordance with a material term of any written proposal and/or presentation provided to Government Entity by U.S. Bank in contemplation of this Agreement, provided that:
 - a. Government Entity has worked with U.S. Bank to develop a sixty (60) day action plan to ensure U.S. Bank's performance materially complies with any aforementioned proposal and/or presentation; and
 - b. U.S. Bank has failed to successfully complete all deliverables agreed to in the action plan.
- D. **Termination for Cause by U.S. Bank.** U.S. Bank shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on the Participating Addendum, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to Government Entity upon one or more of the following events:
 - 1. A material adverse change in the business prospects or financial condition of the Government Entity.
 - 2. The overall relationship is unprofitable for U.S. Bank, provided that:
 - a. U.S. Bank has worked with Government Entity to develop a sixty (60) day action plan to return the relationship to profitability; and
 - b. Government Entity has failed to successfully complete all deliverables agreed to in the action plan.

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- E. **Effect of Termination.** Upon termination of this Agreement, all applicable Cards, Accounts, and/or related services shall be deemed canceled as referenced in such termination notification. Such cancellation shall be effective upon notification of termination to the other Party as referenced herein. Upon termination, Government Entity shall instruct all Cardholders to destroy their Cards and/or any records of Account numbers. U.S. Bank shall terminate all applicable services thereunder upon a stated termination date. Government Entity shall remain liable for all Debts arising from the use of a Card and/or Account prior to the termination date, in accordance with the liability options on the Participating Addendum.
- F. **Surviving Rights.** Rights, obligations and/or liabilities that arise prior to the termination of this Agreement with respect to any Card Product and/or Ancillary Service provided on the Participating Addendum, or termination of this Agreement in its entirety, shall survive any such termination.

V. **OTHER TERMS AND CONDITIONS**

- A. **Intellectual Property.** Government Entity and U.S. Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. Government Entity and U.S. Bank each agree that, without prior written consent of the other, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.
- B. **No Third Party Beneficiaries or Claims.** Any Commercial Card Program and/or Global Commercial Card Program provided to Government Entity by U.S. Bank is for the sole and exclusive benefit of Government Entity and no other persons or organizations shall have any rights and/or remedies arising under or in connection with this Agreement.
- C. **Limitation of Liability.** NEITHER GOVERNMENT ENTITY, U.S. BANK, NOR ANY PARTY'S AFFILIATES, REPRESENTATIVES AND ASSIGNS SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING LOST PROFITS) EVEN IF SUCH PARTY HAD BEEN NOTIFIED OF THEIR POSSIBLE EXISTENCE.
- D. **Representations and Warranties.** Each Party represents and warrants with respect to such Party that:
1. This Agreement constitutes a valid, binding and enforceable agreement;
 2. The execution of this Agreement and the performance of the obligations hereunder are within such Party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any material agreement of such Party;
 3. The execution of this Agreement and the performance of the obligations hereunder shall not cause a material breach of any duty arising in law or equity; and
 4. As of the date of this Agreement, such Party possesses the financial capacity to perform all of its obligations under this Agreement.

The Parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement in accordance with Section IV.B.3.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO GOVERNMENT ENTITY OR TO ANY OTHER PERSON OR THIRD PARTY, WITH RESPECT TO THE COMMERCIAL CARD PROGRAM OR THE GLOBAL COMMERCIAL CARD PROGRAM PROVIDED BY U.S. BANK OR ITS REPRESENTATIVES OR WITH RESPECT TO SOFTWARE SERVICES PROVIDED OR MADE AVAILABLE TO GOVERNMENT ENTITY OR ANY OTHER PERSON FOR ITS USE BY U.S. BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE THEREUNDER.

- E. **Modification or Amendment.** This Agreement shall not be modified or amended except by writing and signed by both Government Entity and U.S. Bank.
- F. **Severability.** Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.
- G. **Non-Waiver.** The failure of U.S. Bank or Government Entity to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by either of U.S. Bank or Government Entity of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.
- H. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

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- I. **Interpretation of this Agreement.** The Parties expressly agree that this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- J. **Sole Provider.** The Parties acknowledge and agree that U.S. Bank shall be the sole provider to Government Entity of the Card Products and Ancillary Services set forth in the Participating Addendum.
- K. **Commercial Card Program and Card Issuance.** U.S. Bank has approved Government Entity for the Commercial Card Program in the United States and shall provide the products and options indicated in the Participating Addendum. Government Entity shall designate to U.S. Bank proposed employees who are anticipated to incur expenses on behalf of Government Entity and who are to receive Accounts, with or without Cards, by submitting completed, duly authorized applications, in a format specified by U.S. Bank, and with any applicable consents or authorizations from such Cardholder applicant as may be required herein or in such applications. If an Account is used for Purchases or to obtain cash in a country other than the United States, the Statement shall reflect the conversion into U.S. Dollars of Transactions that occurred in a different currency and an applicable exchange rate for any such conversion. Due to fluctuations in foreign exchange rates, a credit transaction may not be in the same amount as the original debit transaction.
- L. **Notice and Communication.** Except with respect to notices relating to the status of individual Cards and/or Accounts, all notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses set forth below, unless otherwise specified herein, and must be in writing, postage prepaid or hand delivered. Either Party may change its address by written notice to the other Party.

U.S. Bank	Government Entity
U.S. Bank National Association Corporate Payment Systems Mail Code EP-MN-L26C 200 South Sixth Street Minneapolis, MN 55402 U.S.A. Attn: CPS Contract Services	

- M. **USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Government Entity and Cardholders to provide their legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify each Government Entity and Cardholders prior to establishing an Account under or in connection with the Agreement. U.S. Bank reserves the right to require that Government Entity and Cardholders promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.
- N. **Governing Law.** Except as provided to the contrary herein, the law of the state in which Government Entity resides and applicable federal laws and regulations of the United States shall apply to all Commercial Card Program services provided by U.S. Bank under this Agreement. Notwithstanding the foregoing, the laws of the State of Minnesota and applicable federal laws and regulations of the United States shall govern Software Services provided to Government Entity under this Agreement.
- O. **Interchange Rate.** The Revenue Sharing Opportunity described in this Agreement is based on current interchange rates determined by the Association. These interchange rates are subject to change by authorities outside the control of U.S. Bank. In the event of a decrease or increase in the Association's published interchange rates by five percent (5%) or more, U.S. Bank will have the right to replace the current Revenue Sharing Opportunity with a new Revenue Sharing Opportunity proportionate to the change of the revised interchange rates.
- P. **Other Agreements and Regulations.** In addition to this Agreement, the products and services provided to Government Entity are subject to the following additional agreements and/or regulations:
1. **Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (collectively referred to as the "NACHA Rules");
 2. **Association Operating Regulations.** Association operating rules and regulations, including, without limitation, Visa USA, Visa International, MasterCard USA, and MasterCard International; and

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3. **Cardholder Agreement.** Each Cardholder may receive a Cardholder Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement.
- Q. **Disputes.** All disputes regarding Charges or billings for the U.S. Bank Commercial Card Program shall be communicated in writing through Access Online or by mail within sixty (60) days of statement date to U.S. Bank at the address set forth below:

U.S. Bank
P.O. Box 6344
 Fargo, ND 58125-6344 U.S.A.

- R. **Customer Service.** Government Entity and Cardholders may call the following telephone numbers to report termination of employment of any Cardholder, lost or stolen Cards or compromised Accounts, or to ask questions about Commercial Card Program Services or U.S. Bank Accounts.

800-344-5696 (Program Services)	24 hours per day / 7 days per week
877-887-9260 (Cardholders, Software Customer Service)	24 hours per day / 7 days per week
877-452-8083(Program Administrator, Software Customer Service)	6:30 a.m.-8:00 p.m., CST Monday-Friday

VI. **DEFINITIONS**

- A. **Definitions.** All capitalized terms used in this Agreement are defined herein and shall have the following meaning:
1. **"Account"** means any account established by U.S. Bank pursuant to this Agreement in the name of Government Entity, Government Entity Agencies or Political Subdivisions and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
 2. **"Affiliate"** means a Person that directly or indirectly controls, is controlled by, or is under common control with, the Person specified.
 3. **"Ancillary Services"** means any additional services offered in conjunction with an Account, including but not limited to Cash Advances, Convenience Checks and U.S. Bank Expense Management.
 4. **"Association"** means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
 5. **"Billing Cycle"** means the period of time from which a Statement is generated until the next Statement is generated.
 6. **"Card"** means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Agreement in the name of Government Entity and/or Cardholders.
 7. **"Cardholder"** means an individual employee of Government Entity, named as the holder of the Account or using the Account in the name of Government Entity, regardless of whether a physical card is issued in conjunction with the Account.
 8. **"Cardholder Agreement"** means the U.S. Bank Cardholder agreement in standard form between U.S. Bank and the Cardholder.
 9. **"Card Products"** means the standard U.S. Bank commercial card product offerings, including but not limited to the Purchase Card, Corporate Card, Managed Spend Card, Executive Card, One Card, Global Card.
 10. **"Cash Advance"** means an advance of cash in the form of cash or check that, if permitted according to the terms of this Agreement, is charged to an Account.
 11. **"Cash Advance Fee"** means the fee charged by U.S. Bank for a Cash Advance according to the terms of the Participating Addendum.
 12. **"Central Billing Account"** means any Account used for consolidating Transactions from one or more other Accounts for centralized corporate billing purposes. Central Billing Account includes, but is not limited to "Central Billing Accounts", "Central Travel Accounts" (CTA) and "Central Travel System Accounts" (CTS).
 13. **"Charge"** means any transaction posted to an Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
 14. **"Charge-off"** means any amount due and owing that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
 15. **"Commercial Card Program"** means the Card Products and Ancillary Services offered by U.S. Bank or a Participating Bank.

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Appendix A, Document 2 - U.S. Bank Commercial Card Master Agreement

16. "Control" or "Controlled" means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
17. "Convenience Checks" means the drafts drawn against an Account by the Cardholder for Purchases.
18. "Data" means the information regarding or in connection with Accounts and/or Transactions associated with the Commercial Card Program and/or any such information provided by a Lead and/or Participating Bank associated with the Global Commercial Card Program.
19. "Debt" means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to U.S. Bank by Government Entity, Government Entity Agencies and Political Subdivisions, and/or Cardholders.
20. "Due Date" means, with respect to a Statement, the date, as measured by the number of days after the Statement Date, for which the payment of Debt that is listed on the Statement is due.
21. "Fees" means all fees that are posted to an Account and due and payable to U.S. Bank by Government Entity, Government Entity Agencies and Political Subdivisions, and/or its Cardholders that are associated with any Commercial Card Program and/or Global Commercial Card Program, including but not limited to Cash Advance, Foreign Transaction and Late Fees.
22. "Foreign Transaction Fee" means the fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
23. "Fraudulent Charges" mean those Charges which are not initiated, authorized or otherwise requested by Government Entity and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity and/or a Cardholder.
24. "Intellectual Property" or "Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
25. "Late Fee" means the fees associated with any Debt that remains unpaid to U.S. Bank by Government Entity and/or Cardholders after the Due Date on the Statement.
26. "MasterCard" means MasterCard® USA, Inc., MasterCard International, and any other MasterCard entity identified in the Participating Addendum.
27. "Merchant" means any entity that has entered into an agreement that governs the acceptance of Cards.
28. "Merchant Category Code" means the code established by the Associations that identifies and classifies goods or services offered by a Merchant. Each Merchant designates its Merchant Category Code to the applicable Association.
29. "Parent" means any Person that Controls a Party.
30. "Party" means any one of U.S. Bank or Government Entity, and "Parties" means U.S. Bank and Government Entity.
31. "Past Due Balance" means, with respect to a Statement, the total amount of any Debt which remains unpaid to U.S. Bank by Government Entity and/or Cardholder after the Due Date specified on such Statement.
32. "Person" means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
33. "Political Subdivision Addendum" means the Commercial Card Program Political Subdivision Addendum used by Political Subdivisions to join Government Entity's Commercial Card Program.
34. "Program Administrator" means the employee designated by Government Entity to serve as the primary point of contact between Government Entity and U.S. Bank and shall be trained and have thorough knowledge of Commercial Card Programs offered by U.S. Bank to Government Entity.
35. "Purchase" means a purchase of goods and/or services that is charged to an Account.
36. "Statement" means, with respect to one or more accounts, a periodic billing Statement from U.S. Bank listing all Transactions posted to such Accounts.
37. "Summary Statement" means, with respect to one or more accounts, a billing Statement that provides only an aggregate amount of all Transactions posted to such Accounts.
38. "Transaction" means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
39. "U.S. Bank Expense Management" means the automated expense management and reporting solution offered by U.S. Bank.
40. "Visa" means Visa® USA, Inc., Visa International Service Association, Inc. and any other Visa entity.

U.S. BANK FLEET CARD PROGRAM AGREEMENT

This Fleet Card Agreement (the "Fleet Card Agreement") governs the U.S. Bank Fleet Program provided by the WSCA-NASPO Cooperative Purchasing Program Commercial Card Solutions Contract #00612, Category 2 (the "Fleet Card Contract") and is an attachment to the Participating Addendum entered into by and between U.S. Bank National Association ("U.S. Bank") and the Government Entity which is a signatory to that Participating Addendum ("Government Entity").

1. **EFFECTIVE DATE.** The date of execution of the Fleet Card Contract by the latter of the State of Washington and U.S. Bank shall be the "Effective Date" of the Fleet Card Program.
2. **PARTICIPATION.** Certain entities designated by Government Entity may participate in the Fleet Card Program.
 - A. "Government Entity Agencies" means those Government Entity departments and agencies that rely upon the Government Entity for funding, or are appropriated funds by the Government Entity for the charges on the accounts issued to the employees of those departments and agencies. In order for Government Entity Agencies to participate in the Fleet Card Program, the Government Entity will furnish to U.S. Bank a Government Entity Agency Addendum listing those agencies allowed to participate. The Government Entity has the right to exclude any agencies from the Fleet Card Agreement by providing written notice to U.S. Bank at any time.
 - B. "Political Subdivisions" means any municipalities, counties, and institutions of higher education that do not rely upon the Government Entity for funding. Political Subdivisions may participate in this Fleet Card Program upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Political Subdivision Addendum.
3. **SCOPE OF FLEET CARD PROGRAM.** U.S. Bank issues charge cards and has established a transaction processing, reporting and payment system for purchases of motor fuels and other products and services by fleet vehicle operations. Government Entity shall be responsible for selecting a personal identification number ("PIN"), a driver identification number ("Driver ID"), and/or a vehicle identification number ("Vehicle ID") pursuant to the Fleet Card Program. Unless U.S. Bank notifies Government Entity to the contrary, or a Fleet Card has been terminated as provided herein, all Fleet Cards will expire upon the expiration or termination of this Fleet Card Agreement.
4. **SOLE PROVIDER OF FLEET CARD SERVICES.** The Parties acknowledge and agree that U.S. Bank shall be the sole provider to Government Entity of Fleet Cards and services pertaining to the Fleet Card Program.
5. **LIABILITY.**
 - A. Except as expressly provided to the contrary herein, Government Entity shall be liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Fleet Card.
 - B. Government Entity shall immediately, upon receipt of such information, notify U.S. Bank by telephone at 1-800-987-6591 as to any lost or stolen Fleet Card, PINs, Driver IDs, or Vehicle IDs. Government Entity shall also immediately notify U.S. Bank by telephone at 1-800-987-6591 to cancel a PINs, Driver IDs, or Vehicle IDs. After notification has been made to U.S. Bank to cancel such Fleet Card(s), use of such Fleet Card(s) is expressly prohibited. Government Entity is liable for the unauthorized use of the Fleet Card until U.S. Bank receives notification of the lost or stolen Fleet Card or to cancel the PIN, Driver ID, or Vehicle ID. Government Entity shall not be liable for any purchase, fees, finance charges or other charge incurred or arising by virtue of the use of a Fleet Card following receipt by U.S. Bank of notice of such loss, theft or request to cancel a PIN, Vehicle ID, or Driver ID. Government Entity agrees to assist U.S. Bank in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Fleet Card and to comply with such procedures as may be required by U.S. Bank in connection with U.S. Bank's investigation. U.S. Bank is not responsible for controlling the use of a Fleet Card, other than as specifically provided herein.
6. **PRICING.** Government Entity shall pay to U.S. Bank the fees as set forth on Addendum A, attached hereto and made a part hereof. U.S. Bank reserves the right to renegotiate pricing in subsequent years of the Fleet Card Agreement if Government Entity's estimated billing volume is substantially inaccurate.

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Appendix A, Document 3 - U.S. Bank Fleet Card Program Agreement

7. **FINANCE CHARGES.** A Finance Charge can be avoided if U.S. Bank receives payment of Government Entity's "New Balance" within twenty five (25) days of the statement closing date (the "Statement Date"). If Government Entity's New Balance is not paid in full, a Finance Charge will be computed using the average daily balance ("ADB"). To arrive at the ADB, U.S. Bank will take the beginning balance on Government Entity's account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance." U.S. Bank will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the ADB. The Finance Charge will be determined by multiplying the ADB by a Periodic (monthly) Rate for Government Entity's state of mailing address as shown in Section 20, Notices, below.

State of Mailing Address	ADB	Periodic (monthly) Rate	Annual Percentage Rate
WA	All	1.50%	18.0%

8. **DELINQUENCY.** The Fleet Card account will become delinquent unless U.S. Bank receives the amount shown on the Statement as Total Payment Due, less any disputed amounts, before the next billing date (approximately twenty five (25) days). Any unpaid portion of the Total Payment Due will be shown on subsequent Statements as the "Past Due Amount." The Fleet Card account will be suspended if any part of the Past Due Amount is unpaid for three (3) billing dates. In the event of Government Entity's delinquency, U.S. Bank may elect to terminate this Fleet Card Agreement immediately upon notice to Government Entity. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.
9. **BILLING PROCEDURE.** U.S. Bank will send to Government Entity a monthly billing statement (the "Statement"), which will itemize all charges for the billing period. The amount shown on the Statement as "Total Payment Due" shall be due and payable in U.S. Dollars upon Government Entity's receipt of the Statement.
10. **DISPUTED BILLINGS.** Disputes regarding charges or billings hereunder shall be communicated by phone to U.S. Bank 1-800-987-6591. Written notice is not required but may be submitted to U.S. Bank by email to fueldisputes@usbank.com. Whether by phone or in writing communications should include Government Entity's and, if applicable, the Participant's name(s) and account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by U.S. Bank within sixty (60) days after the date on the billing statement on which the disputed or incorrect charge first appeared. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.
11. **TERM, TERMINATION AND SUSPENSION.**
- A. This Fleet Card Agreement shall remain in full force and effect for an initial term of five (5) years from the Effective Date of this Fleet Card Agreement, and shall continue thereafter until terminated by either Government Entity or U.S. Bank upon ninety (90) days prior written notice to the other Party. The effective date of termination shall be stated in such written notice of termination. All Fleet Cards and related accounts shall be deemed canceled effective upon termination of this Fleet Card Agreement.
- B. Notwithstanding the foregoing, either Party shall have the right to terminate this Fleet Card Agreement immediately, by written notice of such termination to the other Party, upon any one (1) or more of the following events:
- (i) Dissolution or liquidation of the other Party;
 - (ii) Insolvency of the other Party or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or the other Party enters into an arrangement with its creditors;
 - (iii) Any material and adverse change in the financial condition of the other Party;
 - (iv) Any failure to perform a material obligation of this Fleet Card Agreement.
- C. Upon termination of this Fleet Card Agreement for any reason, Government Entity shall destroy all Fleet Cards. Government Entity shall remain liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Fleet Card prior to the termination date.

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- D. U.S. Bank shall have the right to suspend any and all services and obligations under this Fleet Card Agreement to Government Entity in the event that: (i) Government Entity has breached any term of this Fleet Card Agreement; (ii) the amount due from Government Entity, as the result of purchases, fees, Finance Charges and other such charges, in the aggregate, exceeds the credit limit established pursuant to Section 16; or (iii) payment is not received by U.S. Bank within ninety (90) days after any Statement Date.
- E. Rights, obligations or liability, which arise prior to the suspension or termination of this Fleet Card Agreement, shall survive the suspension or termination of this Fleet Card Agreement.

12. CONFIDENTIALITY.

- A. U.S. Bank considers the Fleet Card Program to be a unique service involving proprietary information of U.S. Bank. Government Entity agrees that Fleet Card Program reports, manuals, documentation and related materials (whether or not in writing) will be circulated only to persons, and only to the extent necessary, in order that Government Entity may participate in the Fleet Card Program. Government Entity and Participants agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Fleet Card Program as herein described.
- B. U.S. Bank agrees that it will maintain all data relative to Government Entity's account(s) under the Fleet Card Program as confidential information and will exercise the same standard of care and security to protect such information as U.S. Bank uses to protect its own confidential information. U.S. Bank agrees to use such data exclusively for the providing of services to Government Entity and Participants hereunder and not to release such information to any other party; provided, however, that U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Government Entity or Participants.

13. INDEMNIFICATION.

- A. Except to the extent that any injury is due to Government Entity's or a Participant's negligent acts or omissions, U.S. Bank shall indemnify and hold Government Entity and Participants harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of U.S. Bank, its agents, employees and subcontractors. U.S. Bank shall indemnify and hold Government Entity and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Fleet Card Agreement.
- B. BANK SHALL IN NO EVENT BE LIABLE TO GOVERNMENT ENTITY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

14. WARRANTIES.

- A. The Parties agree that the failure of any of the below representations and warranties to be true during the term of this Fleet Card Agreement shall constitute a material breach of this Fleet Card Agreement and the non-breaching Party will have the right, upon notice to the other Party, to immediately terminate this Fleet Card Agreement and all amounts outstanding hereunder shall be immediately due and payable.
- B. Government Entity warrants that:
 - (i) The financial information and all other information provided to U.S. Bank by Government Entity or its officers, employees, agents, successors and assigns is true, complete and accurate;
 - (ii) This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of Government Entity;
 - (iii) The transaction contemplated by this Fleet Card Agreement is within the scope of the normal course of business and does not require further authorization for Government Entity to be duly bound by this Agreement;
 - (iv) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within Government Entity's powers; have been authorized by all necessary action; and do not constitute a breach of any agreement of Government Entity with any party;
 - (v) Government Entity has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Fleet Card and/or participation in the Fleet Card Program;

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Appendix A, Document 3 - U.S. Bank Fleet Card Program Agreement

- (vi) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and
- (vii) Government Entity possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

C. U.S. Bank warrants that:

- (i) This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of U.S. Bank;
- (ii) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within U.S. Bank's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any agreement of U.S. Bank with any party;
- (iii) U.S. Bank has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the Fleet Card Program;
- (iv) The execution of this Fleet Card Agreement and the performance of U.S. Bank's obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and
- (v) U.S. Bank possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

15. **FINANCIAL INFORMATION.** Since this Fleet Card Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Government Entity shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (the parent company of U.S. Bank) or any of its subsidiaries, Government Entity shall provide audited financial statements, prepared by Government Entity's independent certified public accountant, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of company. In the event U.S. Bank requires additional information to conduct its review of company, Government Entity agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Government Entity as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

16. **AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an account credit limit (an "ACL") for each Account and an aggregate product credit limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Fleet Card Agreement.

A. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Government Entity of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such notice, Government Entity shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.

B. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.

(i) **Government Entity Accounts.** U.S. Bank shall provide notice to Government Entity of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Government Entity shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.

(ii) **Fraudulent Activity.** U.S. Bank may revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

17. **REGISTERED MARKS AND TRADEMARKS.** Government Entity and U.S. Bank each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other Party. Government Entity and U.S. Bank each agree that, without prior written consent of the other Party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other Party.

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Appendix A, Document 3 - U.S. Bank Fleet Card Program Agreement

18. **SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES.** The obligation of Government Entity to make payments as herein set forth shall continue until fully performed. Any rights and remedies Government Entity or U.S. Bank may have with respect to each other arising out of either Party's performance of services or obligations hereunder shall survive the expiration or termination of this Fleet Card Agreement.
19. **GOVERNING LAW.** The validity, interpretation and performance of this Fleet Card Agreement will be controlled by and construed under the laws of the State of where Government Entity is located (without giving effect to the conflict of law principles thereof) and applicable federal laws.
20. **NOTICES.** Except with respect to notices relating to the status of individual Fleet Cards which may be established in writing between U.S. Bank and Government Entity or a Participant, all notices, requests and other communication provided for hereunder must be directed to the other Party at the respective addresses indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered or delivered by telecopy. Either Party may, by written notice to the other, change its address indicated below.

U.S. Bank:
U.S. Bank National Association
Mail Code EP-MN-A17S
901 Marquette Avenue
Minneapolis, MN 55402
Attn: CPS Contract Services

Government Entity:

Attn: _____

21. **EMPLOYMENT OF AGENTS.** U.S. Bank may, in its sole discretion, employ agents to perform part or all of its obligations under this Fleet Card Agreement at any time without the consent of Government Entity; provided, however, that such action shall not affect its obligations to Government Entity hereunder.

22. **MISCELLANEOUS.**

- A. **Complete Agreement; Amendments.** This Fleet Card Agreement constitutes the complete understanding between the Parties with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. No failure on the part of either Party to exercise, and no delay in exercising any right under this Fleet Card Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Fleet Card Agreement preclude any other or further exercise thereof or the exercise of any other right. This Fleet Card Agreement may not be altered, modified or amended, and no provision contained in it may be waived, except in writing and signed by authorized representatives of both Government Entity and U.S. Bank, with specific reference to this Fleet Card Agreement.
- B. **Successors and Assigns.** This Fleet Card Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that this Fleet Card Agreement may not be assigned by Government Entity without the prior written approval of U.S. Bank or its designate, which shall not unreasonably be withheld or delayed.
- C. **Severability.** Should any provision of this Fleet Card Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Fleet Card Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Fleet Card Agreement and the intent of the Parties.
- D. **USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank requires Government Entity to provide its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to Government Entity prior to establishing an account for such entity. U.S. Bank reserves the right to require that Government Entity promptly provide to U.S. Bank sufficient identification documents upon request in connection with USA PATRIOT Act compliance.
- E. **Headings.** The headings of the sections of this Fleet Card Agreement are intended for the convenience of the Parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

U.S. BANK FLEET CARD PROGRAM AGREEMENT

ADDENDUM A

For Government Entities with two hundred (200) or more Fleet Cards and a monthly billing volume of at least seventeen thousand U.S. Dollars (\$17,000.00), U.S. Bank will not assess a fee to Government Entity for account set-up, Fleet Card issuance, transactions or standard monthly or annual billings. For Government Entities with less than two hundred (200) Fleet Cards and monthly billings of less than seventeen thousand U.S. Dollars (\$17,000.00), U.S. Bank will assess a fee to Government Entity for account set-up, Fleet Card issuance, transactions or standard monthly or annual billings as provided below. Government Entity may be automatically assessed all applicable fees provided in Addendum A without prior notice.

For additional reporting and Government Entities with less than two hundred (200) Fleet Cards and less than seventeen thousand U.S. Dollars (\$17,000.00) in monthly billings, the fees are as follows.

Set Up Fees

Account Set Up (one time fee) ----- \$0.00

Fleet Card Fees

Number of Cards (monthly):

7 - 25 ----- \$0.00
26 - 100 ----- \$0.00
101 - 200 ----- \$0.00

Additional Reporting Fees

Invoice (includes: statement, payments and adjustments and taxes) ----- \$0.00
Invoice Report ----- \$0.00
Driver Report ----- \$0.00
Vehicle Report ----- \$0.00
Exception Report ----- \$0.00
Service Station Activity Report ----- \$0.00
Product Purchase Summary ----- \$0.00
Expense Summary By Business Unit ----- \$0.00

U.S. BANK PRODUCT DESCRIPTIONS

1. **U.S. Bank Purchase Card.** The U.S. Bank Purchase Card is a charge card designed for use by Cardholders to charge goods and services related to the business activities of Customer. U.S. Bank also provides central purchase accounts, which can be used for the same purpose, but without the issuance of a physical card.
2. **U.S. Bank One Card.** The U.S. Bank One Card is a charge card designed for use by Cardholders that combines Corporate and Purchase Card capabilities on a single Account. The One Card can be utilized for travel and entertainment related expenses as well as to charge goods and services related to the business activities of Customer.
3. **U.S. Bank Fleet Card.** The U.S. Bank Fleet Card on the Voyager Network is a Corporate Liability charge card designed for purchases of motor fuels and other products and services by fleet vehicle operations using a transaction processing, reporting and payment system established by U.S. Bank.
4. **U.S. Bank Managed Spend Card.** The U.S. Managed Spend Card is a specialized corporate liability card with declining balance functionality designed for use by Customers or Cardholders to charge business related goods and services. Customer may also elect to have Cards issued to family members relocating employees. Unless requested for a different duration, Managed Spend has a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of Customer and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars (\$500.00).
5. **U.S. Bank Emergency Response Card.** The U.S. Bank Emergency Response Card is a corporate liability charge card designed for use by Cardholders under unusual or special circumstances such as disaster relief/recovery efforts. Customer provides the Emergency Response Card to Cardholders to charge goods and services against a Corporate billed account.
6. **U.S. Bank Corporate Card.** The U.S. Bank Corporate Card is a charge card designed for use by Cardholders to charge travel, entertainment and other goods and services that are related to the business activities of Customer. U.S. Bank also provides central travel accounts, which can be used for the same purpose, but without the issuance of a physical card.

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Appendix A, Document 5 – WSCA-NASPO Internet Address

WSCA-NASPO Internet Site

The following is the Internet address of the WSCA-NASPO site for contract documents:

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

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Appendix ~~B~~, Document 6 – Applicable Card Fees and Rebate Information

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	Fees Applicable to Purchase, Corporate and One Card	Charge
		\$0.00
1.	Annual Card Fee	\$15.00
2.	Non-Sufficient Funds Fee, all Products, per occurrence	\$0.00
3.	Logo Embossing Fee; a two-week delay may occur with Card issuance and implementation	\$0.00
4.	Delinquency Fee, Purchasing or One Cards and Enhancements <ul style="list-style-type: none"> Not Paid by Due Date on entire past due amount Not Paid by each subsequent Billing Cycle on the entire past due amount Minimum Late Fee 	1.0% 2.5% \$2.00
5.	Delinquency Fee, Corporate <ul style="list-style-type: none"> Not Paid by Due Date on entire past due amount Not Paid by each subsequent Billing Cycle on the entire past due amount Minimum Late Fee 	0.0% 2.5% \$2.00
6.	Travel Accident Insurance Fee. Common Carrier Travel Accident Insurance for Corporate and/or One Cards is provided at no charge with a benefit amount of two hundred fifty thousand U.S. Dollars (\$250,000.00). Entity and/or Participant must notify U.S. Bank of the use of Central Billing Accounts for booking of travel to ensure appropriate insurance coverage is in place.	\$0.00
7.	Foreign Transaction Fee, all Products. Fee applies to transactions taking place outside the United States not in U.S. Dollars. U.S. Bank reserves the right to raise fee with sixty (60) days prior written notice to Entity.	2.5%

	Fees Applicable to Fleet Card The following fees will only be assessed for those customers with few than 200 Fleet Cards and monthly billings of less than \$17,000,000. The following fees are subject to change without prior notice.	Charge
		\$0.00
1.	Account Set Up – one-time fee	\$0.00
2.	Fleet Card Fees – monthly fee dependent on number of cards <ul style="list-style-type: none"> 7-25 cards 26-100 cars 101-200 cards 	\$0.00 \$0.00 \$0.00
3.	Invoice, including statement, payments, adjustments and taxes	\$0.00
4.	Driver Report	\$0.00
5.	Exception Report	\$0.00
6.	Service Station Activity Report	\$0.00
7.	Product Purchase Summary	\$0.00
8.	FleetCommander Online web access by user	\$20.00
9.	Card delivery charge when overnight delivery service used	\$0.00
10.	Expense Summary by Business Unit	\$0.00
11.	Logo Embossing Fee; a two-week delay may occur with Card issuance and implementation.	\$0.00
12.	Foreign Currency Fee. a foreign currency conversion fee ("Foreign Currency Conversion Fee") for transactions made outside the United States; the Statement will reflect the conversion into U.S. Dollars on transactions that occurred in a different currency and an applicable exchange rate for such conversions.	2.0%
13.	Finance Charges. Assessed on balances not paid by due date on statement at a periodic rate in accord with Entity's state rate as set forth herein and based on the Average Daily Balance ("ADB"). To calculate, U.S. Bank will take the beginning balance on Entity's account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance." U.S. Bank will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the "Average Daily Balance."	Periodic Rate APR

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Incentive Share	Rebates Applicable to Corporate Liability Purchase, Corporate, and One Cards (Individual liability Corporate Cards are not included in Incentive Share Components 1, 2, and 3)	Rebate BPS	Paid
1	Each Participating Entity will receive a basis point (percentage) of their quarterly sales volume. The Formula to determine quarterly volume incentive share: <u>$\text{Quarterly volume sales per entity} - \text{qualifying large ticket volume} \times \text{basis points (percentage)} = \text{Participating Entity Quarterly Volume Incentive}$</u>	130	Quarterly
2	A Prompt Payment Incentive will be offered to each Entity. The Prompt Payment Incentive calculation is designed to provide an incentive to each Entity, when Client Held Days is less than forty-five (45) days. Client held days cannot be less than zero (0) The Prompt Payment Incentive is based solely on the Client Held Days Payment Performance for each Entity for each Agreement Quarter (3 calendar months). The Formula to determine Prompt Payment Incentive: <u>$(45 - \text{Client Held Days}) / 45 \times 0.0045 \times \text{Quarterly Sales Volume}$</u>		Quarterly
3	Large Ticket Incentive-Entity will receive an incentive for qualifying large ticket transactions. Qualifying large ticket transactions will be subject to the same speed of pay incentive. Contractor will provide a quarterly report identifying all qualifying large ticket transactions to each Entity. The formula for calculating Large Ticket Incentive is: <u>$\text{Qualifying Quarterly Large Ticket volume sales per Entity} \times \text{basis points (percentage)} = \text{Entity Large Ticket Volume Incentive.}$</u>	75	Quarterly
4	Annual Sales Volume Incentive- Each participating state will receive an additional WSCA-NASPO Annual Sales Volume Incentive based on a tier established from all WSCA-NASPO participating states annual volume and applied to each state's annual sales volume. The formula for calculating WSCA-NASPO Annual Sales Volume Incentive is: <u>$\text{Participating state annual sales volume (all products)} \times \text{applicable basis points (percentage)} \text{ corresponding to the Tier established for the Annual Overall WSCA-NASPO Sales Volume (all product)} = \text{WSCA/NASPO Participating State Annual Sales Volume Incentive.}$</u> <div style="display: flex; justify-content: flex-end; align-items: flex-start;"> <div style="text-align: right; margin-right: 20px;"> \$500,000,000 - \$2,000,000,000 \$2,000,000,001 - \$3,000,000,000 \$3,000,000,001 - \$4,000,000,000 \$4,000,000,001 - \$5,000,000,000 </div> <div style="text-align: center;"> 45 45 45 45 </div> </div> <p><i>Note: Notwithstanding the foregoing, if a political subdivision in a non-participating state is allowed to join the contract, the Annual Aggregate State rebate component will be negotiated between the Bank, WSCA/NASPO and that political subdivision so long as the net bps available for this component are not diminished.</i></p>		Annually

MINIMUM REQUIREMENTS

If Any Entity does not earn at least \$75.00 in Incentive Share for Category 1 Incentive Share Components 1 through 3 and Category 2 Incentive Share Components 1 through 2 will forfeit Incentive share for the preceding quarter.

Any Incentive Share payment made pursuant to the Contract will be net of accumulated Charge-offs resulting from participation in Contractor programs regardless of whether the underlying Contract between the parties is valid or has been terminated.

In the event that the Card Program or the Contract is terminated prior to the completion of the Base Period or prior to the completion of any Agreement Quarter after the completion of the Base Period by Entity without cause, or by Contractor with cause, and/or the sole provider provision of this Contract is violated, in addition to any other remedies available to Contractor, this Incentive Share opportunity shall immediately terminate and no Incentive Share shall be paid to Entity.

Any Charge-offs in excess of the net Incentive Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters. Upon termination of the Contract, if the net Incentive Share is a negative dollar amount due to Charge-offs, Contractor may request, and Entity agrees to reimburse, Contractor up to the dollar amount previously paid by Contractor to Entity within thirty (30) days of the termination of the Contract.

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Incentive Share	Rebates Applicable to Fleet Card	Rebate BPS	Paid
1	Participating Entity Volume-Entity will receive a basis point (percentage) of their quarterly sales volume. The Formula to determine quarterly volume incentive share: <u>$\text{Quarterly volume sales per entity} - \text{qualifying large ticket volume} \times \text{basis points (percentage)} = \text{Entity Quarterly Volume Incentive}$</u>	130	Quarterly
2	Participating Entity Prompt payment-A prompt payment incentive will be offered and is designed to provide an incentive to each entity when Client Held Days is less than 45 days. Client held days cannot be less than zero (0) The Prompt Payment Incentive is based solely on the Client Held Days Payment Performance for each Entity for each Agreement Quarter (3 calendar months). The Formula to determine Prompt Payment Incentive: $(45 - \text{Client Held Days}) / 45 \times 0.0045 \times \text{Quarterly Sales Volume}$		Quarterly
3	All WSCA-NASPO States Annual Volume Incentive(per State) \$50,000,000 - \$100,000,000 \$100,000,001 - \$300,000,000 \$300,000,001 - \$500,000,000 \$500,000,001 - \$1,000,000,000 <i>Note: Notwithstanding the foregoing, if a political subdivision in a non-participating state is allowed to join the contract, the Annual Aggregate State rebate component will be negotiated between the Bank, WSCA/NASPO and that political subdivision so long as the net bps available for this component are not diminished.</i>	40 41 43 45	Quarterly

MINIMUM REQUIREMENTS

Any Entity does not earn at least \$75.00 in Incentive Share for Category 1 Incentive Share Components 1 through 3 and Category 2 Incentive Share Components 1 through 2 will forfeit Incentive share for the preceding quarter.

Any Incentive Share payment made pursuant to the Contract will be net of accumulated Charge-offs resulting from participation in Contractor programs regardless of whether the underlying Contract between the parties is valid or has been terminated.

In the event that the Card Program or the Contract is terminated prior to the completion of the Base Period or prior to the completion of any Agreement Quarter after the completion of the Base Period by Entity without cause, or by Contractor with cause, and/or the sole provider provision of this Contract is violated, in addition to any other remedies available to Contractor, this Incentive Share opportunity shall immediately terminate and no Incentive Share shall be paid to Entity.

Any Charge-offs in excess of the net Incentive Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters. Upon termination of the Contract, if the net Incentive Share is a negative dollar amount due to Charge-offs, Contractor may request, and Entity agrees to reimburse, Contractor up to the dollar amount previously paid by Contractor to Entity within thirty (30) days of the termination of the Contract.



APPENDIX B – CONTRACT TERMS AND CONDITIONS

For purchases of materials, supplies, services, and equipment under the Authority of Chapter 39.26 RCW

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CONTRACT TERMS and CONDITIONS

This document consists of general provisions and terms for Contracts issued by the Washington State Department of Enterprise Services (DES). Should a term within this document conflict with a term elsewhere in the Solicitation, the Solicitation will prevail.

Standard Terms & Conditions

1.1 CONTRACT MODIFICATIONS

DES reserves the right to modify the resulting Contract (including but not limited to adding or deleting products, services, or delivery locations) by mutual agreement between DES and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be memorialized in a signed written document describing the agreed upon change including any terms and conditions required to support such change.

1.2 CONTRACT ADMINISTRATION

- **State Contract administrator**

DES will appoint a single point of contact that will be the Contract Administrator for this Contract and will provide Contract oversight. The Contract Administrator will be the principal contact for the Contractor for business activities under this contract. DES will notify Contractor, in writing, when there is a new Contract Administrator assigned to this contract.

- **Administration of term contract**

DES may maintain Contract information and pricing and make it available on DES's web site. The Contract prices are the maximum price Contractor can charge. The Contractor may also offer additional discounts to Participating Entities.

1.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

- Competently and efficiently supervise and coordinate the implementation and completion of all Contract requirements specified herein.
- Identify the Contractor's Authorized Representative, who will be the principal point of contact for DES concerning Contractor's performance under this contract.
- Immediately notify the Contract Administrator in writing of any change of the designated Authorized Representative assigned to this contract.
- Be bound by all written communications given to or received from the Contractor's Authorized Representative.

Violation of any provision of this section may be considered a material breach establishing grounds for Contract termination.

1.4 POST-AWARD CONFERENCE

The Contractor may be required to attend a post-award conference scheduled by the Procurement Coordinator and/or the Contract administrator to discuss Contract performance requirements. The time and place of this conference will be scheduled following Contract award.

1.5 TERM CONTRACT MANAGEMENT

Upon award of a term contract, the Contractor shall:

- Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
- Promote and market the use of this Contract to all authorized Contract Participating Entities.
- Ensure that those who endeavor to utilize this Contract are authorized Participating Entities under this contract.
- At no additional charge, assist Participating Entities in making the most cost effective, value based purchases which may include, but is not limited to:
 - Having representatives available to provide information regarding products and services, including visiting the Participating Entity site if needed, and providing Participating Entity with materials/supplies/equipment recommendations.
 - Providing Participating Entities with a detailed list of Contract items including current Contract pricing.

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The Contractor shall designate a Participating Entity service representative who will be responsible for addressing Participating Entity issues including, but not limited to:

- Logging account inquiries in a timely manner, and processing statement documentation.
- Providing Participating Entities with regular and timely status updates.
- Acting as the lead and liaison between Contractor and Participating Entity in resolving fraud claims and answering Participating Entity questions.

1.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract amendment by DES. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract amendment.

1.7 STATEWIDE PAYEE DESK

Contractors must register with the Statewide Payee Desk, maintained by DES, in order to be paid for Contract sales. Washington state agencies cannot make payments to a Contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

1.8 MANAGEMENT FEE

Contractor will be exempt from a management fee of 0.74 percent to DES for this contract.

1.9 CONTRACT USAGE REPORT

The total Contract usage (sales) must be reported monthly to the Contract Administrator.

Contractor must identify every Participating Entity that has made purchases during the reporting period.

1.10 OTHER REQUIRED TERM CONTRACT REPORTS

DES MAY REQUIRE THE CONTRACTOR TO PROVIDE A DETAILED ANNUAL CONTRACT SALES HISTORY REPORT. THIS REPORT, IF REQUESTED, WILL INCLUDE AT A MINIMUM, BUT IS NOT LIMITED TO: AGENCY OR POLITICAL SUBDIVISION USAGE, MERCHANT INFORMATION, OR USAGE INFORMATION FOR ALL WSCA-NASPO STATES USING THIS CONTRACT. THIS REPORT MUST BE PROVIDED TO DES IN AN ELECTRONIC FORMAT THAT CAN BE READ BY MS EXCEL. UNLESS THE SOLICITATION SPECIFIES OTHERWISE, ALL OTHER REQUIRED REPORTS WILL BE DESIGNED AND APPROVED BY THE PARTIES BY MUTUAL AGREEMENT.

1.11 COMMON VENDOR-REGISTRATION AND BID-NOTIFICATION SYSTEM

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW [39.29.006](#), known as Washington's Electronic Business Solution (WEBS), at www.ga.wa.gov/webs. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register and maintain an accurate vendor profile.

1.12 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within ten (10) business days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph. Contractor shall maintain compliance with these requirements throughout the life of this contract.

a. Qualified and established business

Prior to performance, or prior to that time if required by DES, law or regulation, Contractor must be an established business with all required licenses, fees, bonding, facilities, equipment, and trained personnel necessary to meet all requirements and perform the work as specified in the solicitation.

b. Authorized Service Provider and Product Reseller certifications

Upon request, Contractor must provide evidence of its status as an authorized service provider or product reseller. Contractor shall maintain its authorized service provider or product reseller status for the initial term and any extensions of the resulting contract. If this status is discontinued, this Contract may be terminated.

c. Personnel substitutions

If at Contract award or any time thereafter, any named individual specifically identified in the response to work on this engagement is not available, DES reserves the right to approve or reject any personnel substitutions.

d. Use of subcontractors

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Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of Contract requirements. Additionally Contractor may be required to identify contact information as well as federal tax identification number (TIN), and anticipated dollar value of each subcontract.

DES reserves the right to approve or reject any and all subcontractors that identified by the Contractor. Any subcontractors not listed in the bidder's response, who are engaged by the Contractor, must be pre-approved, in writing, by DES.

Contractor agrees to be responsible for all actions of any subcontractors in the performance of this contract. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

e. Assignment

Contractor shall not assign or otherwise transfer its obligations or any claim arising under this Contract without the prior written consent of DES. Such consent will not be unreasonably withheld. Contractor shall provide a minimum of 30 calendar days advance notification of intent to assign or otherwise transfer its obligations under this contract. Violation of this provision may be considered a material breach and be grounds for Contract termination. Assignment or transfer of Contract shall not relieve the Contractor from its responsibilities and obligations under the contract.

f. Contractor authority and infringement

Under this contract, Contractor is authorized to sell only those materials, supplies, services and/or equipment as stated herein and allowed for by the Contract provisions. Contractor shall not misrepresent to Participating Entities that they have the Contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established state contracts.

g. Materials and workmanship [reserved]

h. Best pricing

For the term of the contract, rebates will not be lower than the rebates quoted in the bidder's response. Also, fees will not be any higher than quoted in the bidder's response.

1.13 ORDERING REQUIREMENTS

Contractor must ensure that Participating Entities can place orders for cards against this Contract electronically.

1.14 DELIVERY REQUIREMENTS

a. Delivery:

Contractor must ensure that delivery of Commercial Cards will be made as required in the Contract terms, the Purchase Order, or as otherwise mutually agreed in writing between the Participating Entity and Contractor. The following apply to all deliveries:

- The Contractor must deliver the goods during Participating Entity's normal work hours and within Contract time frames or as otherwise mutually agreed in writing between the Participating Entity and Contractor at the time of card order placement.
- The Contractor must verify specific working hours of individual Participating Entities and instruct carrier(s) to deliver accordingly.
- The Participating Entity may refuse shipment when delivered after normal working hours.
- The Contractor must make all deliveries to the applicable delivery location as instructed.
- The Contractor is responsible for verifying delivery conditions/requirements with the Participating Entity prior to the delivery.
- When applicable, the Contractor must take all necessary actions to safeguard Commercial Cards while in transit.
- The Contractor must not initiate performance prior to receipt of written or verbal authorization from authorized Participating Entities. Expenses incurred otherwise will be borne solely by the Contractor.

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b. **Receipt of goods:**

Inspection and rejection: The Participating Entity's inspection of all Commercial Cards upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered, and are ready for Acceptance. If there are any apparent defects in the Commercial Cards at the time of delivery, the Participating Entity will promptly notify the Contractor. At the Participating Entity's option and without limiting any other rights, the Participating Entity may require the Contractor to:

- Replace, at Contractor's expense, any or all of the damaged goods.
- Accept the return of any or all of the damaged goods.

c. **Shipping and risk of loss: [reserved]**

d. **Site security:**

While on Participating Entity's premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.

e. **Labeling:**

Individual shipping cartons shall be labeled with the name of the Participating Entity, order number, Contract number & Contractor.

1.15 TREATMENT OF ASSETS

Title to all property furnished by DES and/or Participating Entity shall remain with DES and/or Participating Entity, as applicable. Any property of DES and/or Participating Entity furnished to the Contractor shall, unless otherwise provided herein or approved by DES and/or Participating Entity, be used only for the performance of this contract.

The Contractor shall be responsible for damages as a result of any loss or damage to property of DES and/or Participating Entity which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any DES and/or Participating Entity property is lost, destroyed, or damaged, the Contractor shall immediately notify DES and/or Participating Entity and shall take all reasonable steps to protect the property from further damage.

The Contractor shall surrender to DES and/or Participating Entity all property of DES and/or Participating Entity prior to settlement upon completion, termination, or cancellation of this contract.

Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Participating Entity upon delivery of such property by the Contractor and Acceptance by the Participating Entity. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Participating Entity upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Participating Entity in whole or in part, whichever first occurs.

All reference to the Contractor under this clause shall also include Contractor's employees, agents.

1.16 PAYMENT

a. **Advance payment prohibited:**

No advance payment shall be made for products and services furnished by Contractor under this contract.

b. **Payment:**

Payment is the sole responsibility of, and will be made by, the Participating Entity.

Under Chapter 39.76 RCW, if Participating Entity fails to make timely payment(s), Contractor may invoice for the specified fee amount indicated on the Card Fee and Rebate Schedule attached to the Contract and participating addendum.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Participating Entity and be redeemable in U.S. dollars. Unless otherwise specified, the Participating Entity's sole responsibility shall be to issue this payment.

c. **Statements**

Contractor must provide a properly completed Statement to Participating Entity. All Statements are to be delivered to the address specified by the Participating Entity.

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Statements for payment will accurately reflect all transactions. Statements will not be processed for payment until receipt of a properly completed Statement denominated in U.S. dollars has been received.

1.18 Taxes, fees and licenses

a. Taxes

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Participating Entity agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Participating Entity agrees to furnish Contractor with an exemption certificate where appropriate.

b. Collection of retail sales and use taxes

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the Contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from Participating Entities located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Participating Entities in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

c. Department of Revenue registration for out-of-state Contractors

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Participating Entities located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

d. Fees/Licenses

After award of contract, and prior to commencing performance under the contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

e. Customs/Brokerage Fees

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to remedies available by law or contract. Neither DES nor the Participating Entity will incur additional costs related to Contractor's payment of such fees.

f. Taxes on Invoice [reserved]

g. Minority and Women's Business Enterprise (MWBE) participation [reserved]

h. Overpayments to Contractor

Contractor shall refund to Participating Entity the full amount of any erroneous payment or overpayment under this Contract within 30 days' written notice without penalty.

i. Audits

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for Contract termination.

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1.19 QUALITY ASSURANCE

a. Right of inspection [reserved]

b. Contractor commitments, warranties and representations

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its bid or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its bid or used to effect the sale to Participating Entity.

c. Warranties

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Participating Entity shall not alter or affect the obligations of the Contractor or the rights of the Participating Entity.

d. Date warranty

Contractor warrants that all products provided under this contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Participating Entity that may deliver date records from the products, or interact with date records of the products ("Date Warranty"). This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Participating Entity from and against any and all harm, injury, damages, costs, and expenses incurred by Participating Entity arising out of said breach.

e. Cost of remedy

Cost of remedying defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

1.20 INFORMATION AND COMMUNICATIONS

a. Advertising

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from DES.

b. Retention of records

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by DES, personnel duly authorized by DES, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

c. Proprietary or confidential information

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, DES will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as DES retains Contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

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d. Non-endorsement and publicity

Neither DES nor the Participating Entities are endorsing the Contractor's products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to DES, any Participating Entity or the State of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of DES.

e. Ownership/rights in data

Participating Entity and Contractor agree that all data and work products (collectively called "work product") produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, and shall be owned by Participating Entity. Contractor is hereby commissioned to create the work product. Work product includes, but is not limited to, discoveries, formulas, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such work product.

If for any reason the work product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to Participating Entity the entire right, title and interest in and to all rights in the work product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

Contractor shall execute all documents and perform such other proper acts as Participating Entity may deem necessary to secure for Participating Entity the rights pursuant to this section.

Contractor shall not use or in any manner disseminate any work product to any third party, or represent in any way Contractor ownership in any work product, without the prior written permission of Participating Entity. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this contract, but that does not originate there from ("preexisting material"), shall be transferred to Participating Entity with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such preexisting material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise Participating Entity at the time of delivery of preexisting material furnished under this contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this contract. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of preexisting material. Participating Entity shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any preexisting material delivered under this contract. Participating Entity shall have the right to modify or remove any restrictive markings placed upon the preexisting material by Contractor.

f. Protection of confidential and personal information

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state or federal statutes ("confidential information"). Confidential information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, etc or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this contract, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Participating Entity's express written consent or as provided by law.

"Personal information" including, but not limited to, "protected health information" (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Participating Entity. If Participating Entity determines that (1) Participating Entity is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA, then at Participating Entity's request, Contractor agrees to execute Participating Entity's business associate Contract in compliance with HIPAA.

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Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Participating Entity for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Violation of this section by Contractor or its subcontractors may result in termination of this Contract and demand for return of all confidential information, monetary damages, or penalties.

Immediately upon expiration or termination of this contract, Contractor shall, at Participating Entity's option: (i) certify to Participating Entity that Contractor has destroyed all confidential information; or (ii) return all confidential information to Participating Entity; or (iii) take whatever other steps Participating Entity requires of Contractor to protect Participating Entity's confidential information.

1.21 GENERAL PROVISIONS

a. Governing law and venue

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

b. Severability

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

c. Survivorship

All transactions executed for products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, fees, and rebates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Ownership/Rights in Data; Contractor's Commitments, Warranties and Representations; Protection of Participating Entity's Confidential Information; Section Headings, Publicity; Retention of Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputes; and Limitation of Liability shall survive the termination of this contract.

d. Independent status of Contractor

In the performance of this contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship will be created by this contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

e. Gifts and gratuities

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 39.26, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or Contract activities.

Under RCW 39.26 and the Ethics in Public Service Law, Chapter 42.52 RCW, state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

f. Immunity and hold harmless

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless state, agencies of state and all officials, agents and employees of state (the "Indemnified Parties"), from and against all claims for bodily injury, death or damage to property. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

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Contractor expressly agrees to indemnify, defend, and hold harmless the Indemnified Parties for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of Contractor, its agents, employees, representatives, or any subcontractor or its employees.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

g. Personal liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

1.22 INSURANCE

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

a. General requirements

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

b. Specific requirements

Employer's Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance. The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2,000,000
Products-completed operations aggregate	\$2,000,000
Personal and advertising injury aggregate	\$1,000,000
Each occurrence (applies to all of the above)	\$1,000,000
Fire damage limit (per occurrence)	\$50,000

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c. **Business Auto Policy (BAP)**

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

d. **Additional Insurance provisions**

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The State of Washington and all authorized Participating Entities shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 45 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected Contract reference number.

e. **Surplus lines**

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee 20 calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract. Written notice shall include the affected Contract reference number.

Cancellation for non-payment of premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and certificates of insurance shall include the affected Contract reference number.

f. **Insurance carrier rating**

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

g. **Excess coverage**

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

h. **Limit adjustments**

The state reserves the right to increase or decrease limits as appropriate.

1.23 **INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DES may terminate this contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

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1.24 NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

1.25 OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless DES and Participating Entity from all damages assessed against Participating Entity as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

1.26 ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Participating Entity. Therefore, the Contractor hereby assigns to the State of Washington any and all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this contract.

1.27 WAIVER

Failure or delay of DES or Participating Entity to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or DES's or Participating Entity's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of DES or Participating Entity to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by DES or Participating Entity of any existing or future right and/or remedy available by law.

1.28 DISPUTES AND REMEDIES

a. Problem resolution and disputes

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the Participating Entity and Contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this Contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. DES and/or Participating Entity and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between DES or the Participating Entity and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall have three business days to review the bid. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three business days of receiving the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three business days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

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Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

DES, the Participating Entity and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Participating Entity for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Participating Entity pays Contractor the amount Participating Entity, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

b. Administrative suspension

When in the best interest of the state, DES may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than 30 calendar days per event by written notice from DES to the Contractor's Representative. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30-day suspension period by DES providing the Contractor's Representative with written notice of such demand.

c. Force majeure

The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights reserved: DES reserves the right to authorize an amendment to this contract, terminate the contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the state.

d. Alternative dispute resolution fees and costs

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

e. Non-exclusive remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

1.29 DAMAGES

a. Liquidated damages – General [reserved]

b. Limitation of liability

The parties agree that neither Contractor, DES nor Participating Entity shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this contract. This section does not modify any sections regarding any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

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The Contractor, DES and Participating Entity are not liable for damages arising from causes beyond their reasonable control and without their fault or negligence. Such causes may include, but are not restricted to, acts of the public enemy, acts of a governmental body other than DES or the Participating Entity acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, DES or the Participating Entity, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

c. Federal funding

In the event that a federally funded acquisition results from this procurement, the Contractor may be required to provide additional information (free of charge) at the request of DES or Participating Entity. Further, the Contractor may be subject to those federal requirements specific to the commodity.

d. Federal restrictions on lobbying

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

e. Federal debarment and suspension

The Contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

1.30 CONTRACT TERMINATION

a. Material breach

Either party may be terminated for cause by the other party for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

- Failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the contract;
- Failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Becoming insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Becoming the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
- Appointment of any receiver, trustee, or similar official for the terminated party or any of its property and such appointment endangers that party's proper performance hereunder;
- A determination that the terminated party is in violation of federal, state, or local laws or regulations and that such determination renders the terminated party unable to perform any aspect of the contract.

b. Opportunity to cure

In the event that either party fails to perform a contractual requirement or materially breaches any term or condition, the other party may issue a written cure notice. The party receiving the cure notice may have a period of time in which to cure. One party is not required to allow the other party to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the first party. Time allowed for cure shall not diminish or eliminate liability for damages, or otherwise affect any other remedies available under the Contract or by law.

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If the breach remains after one party has been provided the opportunity to cure, the other party may do any one or more of the following:

- Exercise any remedy provided by law;
- Terminate this Contract and any related contracts or portions thereof;
- Suspend or bar Contractor from receiving future solicitations or other opportunities;

c. Termination for cause

In the event one party, in its sole discretion, reasonably determines that the other party has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the first party has the right to suspend or terminate this contract, in part or in whole. The first party shall notify the other party in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by the first party, or if such corrective action is deemed by the first party to be insufficient, the Contract may be terminated. Each party reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the other party from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the first party or a decision to terminate the contract.

In the event of termination by DES, DES shall have the right to procure for all Participating Entities any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "termination for convenience." The rights and remedies of DES and/or the Participating Entity provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

d. Termination for convenience

Except as otherwise provided in this contract, either party, at its sole discretion, may terminate this contract, in whole or in part by giving 30 calendar days or other appropriate time period written notice beginning on the second day after mailing to the other party. If this Contract is so terminated, Participating Entities shall be liable only for payment required under this Contract for those fees and charges already incurred by the Participating Entity prior to the effective date of Contract termination. This Termination for Convenience clause may be invoked by DES when it is in the best interest of the State of Washington.

e. Termination for withdrawal of authority

In the event that DES and/or Participating Entity's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, DES may terminate this contract, in whole or in part, by seven calendar days' written notice, or other appropriate time period, to Contractor.

f. Termination for non-allocation of funds

If funds are not allocated to Participating Entity(s) to continue this Contract in any future period, DES may terminate this Contract with seven calendar days' written notice, or other appropriate time period, to Contractor, or work with Contractor to arrive at a mutually acceptable resolution of the situation. DES may terminate the Contract and all Participating Entities will remain liable to Contractor for those fees and charges already incurred at the time of termination. DES and/or Participating Entity agree to notify Contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Participating Entity in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

g. Termination for conflict of interest

DES may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, DES and/or Participating Entity shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this contract.

h. Termination by mutual agreement

DES and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

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I. Termination procedure

In addition to the procedures set forth below, if DES terminates this Contract, Contractor shall follow any procedures DES specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this contract, DES may require the Contractor to deliver to the Participating Entity any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Participating Entity shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Participating Entity, and the amount agreed upon by the Contractor and the Participating Entity for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Participating Entity, and (iv) the protection and preservation of property, unless the termination is for cause, in which case DES and the Participating Entity shall determine the extent of the liability of the Participating Entity. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

The rights and remedies of DES and/or the Participating Entity provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by DES, the Contractor shall:

- Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
- Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
- Assign to the Participating Entity, in the manner, at the times, and to the extent directed by DES on behalf of the Participating Entity, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Participating Entity has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DES and/or the Participating Entity to the extent DES and/or the Participating Entity may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the Participating Entity and deliver in the manner, at the times, and to the extent directed by DES on behalf of the Participating Entity any property which, if the Contract had been completed, would have been required to be furnished to the Participating Entity;
- Take such action as may be necessary, or as DES and/or the Participating Entity may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which DES and/or the Participating Entity has or may acquire an interest.

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APPENDIX C – STANDARD CONTRACT DEFINITIONS

Acceptance	A written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.
Account	A government purchasing account number assigned to an Agency.
Account Coordinator	Person assigned by Contractor to provide day-to-day assistance with regard to program card maintenance.
Accounting Code Segment	Segments of the accounting code structure as defined in length, name by the program administrator.
Accounting Code Structure	The unique accounting framework that describes each client's business. Program administrators determine the number of segments in their accounting code structure, the length of each segment within that structure, and the name for each segment. Program administrators can create and name more than one accounting code structure if their businesses have more than one type of internal accounting structures.
Accounting Code Valid Values	A list of all possible values for an associated accounting code segment. The client uploads these lists to the online system to ensure that cardholders select only valid values when reallocating transactions.
Agency	Includes State of Washington Institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature or other participating state.
Agreement Quarter	A three (3) month period beginning with the first such period following the Effective Date of the Card Program.
Agreement Year	A twelve (12) month period beginning with the first such period following the Effective Date of the Card Program.
Agency Program Administrator	Indicates the person acting as the main point of contact throughout an entity and to the issuer. Typically the first-line connection with cardholders. Performs program functions such as: setting up new cardholder accounts, closing accounts, account maintenance, promoting program, development of program controls, policy, and compliance.
All or Nothing	<p>The result of a competitive Solicitation that requires that a Contract be executed with a single Proposer for delivery of goods and services. In the event that suppliers are unable to deliver the entirety of the goods and services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation. A method of award resulting from a competitive Solicitation by which the DES will award the resulting Contract to a single Proposer.</p> <p>Also, a designation the Proposer may use in its Proposal or Response to indicate its offer is contingent upon full award and it will not accept a partial award.</p>
Approving Official	An individual that is designated by the entity and the Entity Program Coordinator to, in a timely manner, monitor, review and approve the purchases of assigned cardholders. This position is normally held by a budget manager for which the funds are to be expended by the assigned cardholders.
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the DES, at its sole discretion.

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Authorized Representative	An individual designated by the Proposer or Contractor to act on its behalf and with the authority to legally bind the Proposer or Contractor concerning the terms and conditions set forth in Solicitation, Proposal and Contract documents.
Authorized User	Customer identified person(s) allowed to access online system.
Billing Cycle	Time period from one invoice cutoff date to the next cutoff date.
Business Days	A day, not Saturday or Sunday, on which commercial banks generally are open for business.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.
Cardholder	An individual that is designated by an Agency Program Administrator and Approving Official to be a card recipient and make official government purchases.
Central Travel Account (CTS)	"Ghost" (no plastic) card intended as a method of payment for travel expenses. This product may be used to make travel arrangements and is Corporate Liability.
Charge-Off	Any amount due and owing to US Bank or its affiliates by Customer that remains unpaid for one hundred fifty (150) after the date that it was first billed.
Client Held Days	The sum of the daily balances for the quarter divided by the total Net Charge Volume for the quarter less fifteen (15) days and cannot be less than zero (0) days.
Client Held Days Payment Performance	The average speed of repayment of charges made for each quarter.
Contract	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the DES. The primary contact for the DES with Purchasers and Contractor on a specific Contract.
Contractor	A person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.
Corporate Liability	The Corporation (state agency, political subdivision, school district, etc.) is responsible for payment of all purchasing card transactions.
Customer	The recipient of a good, service, product, or idea, obtained from a seller, vendor, or supplier.
Declining Balance Card	Card product with an established limit that reduces as transactions occur. This type of product is always corporate liability.
Department Cards	Corporate liability cards issued to a department, division, or specific group of authorized users.
Embedded Software	Computer software, written to control machines or devices that are not typically thought of as computers. It is typically specialized for the particular hardware that it runs on and has time and memory constraints. This term is sometimes used interchangeably with firmware, although firmware can also be applied to ROM-based code on a computer, on top of which the OS runs, whereas embedded software is typically the only software on the device in question.
Emergency Card	Corporate liability cards issued to a department or entity for purchases in the event of natural disaster.
Entity	State Agency, Political Subdivision, Institutions of Higher Education, School District, Non-Profit Organization.

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Evaluation Team	Persons designated from each state, as those responsible to represent their state in review, evaluation, and scoring the RFP.
Fraudulent Charges	Those charges which are not initiated, authorized, or otherwise requested by Entity, its Affiliates, and/or a Cardholder by any means (electronic, telephonic, or written) and do not directly or indirectly benefit Entity, its Affiliates, and/or a Cardholder.
Hierarchy	Any system of persons or things ranked one above another
Incentive Share	Incentive Share or Revenue Share. Actual monies paid to each State and/or State Entity based on volume and speed of pay.
Individual Liability	The cardholder is responsible to pay for all transactions on a card assigned to them.
Infringement Indemnity	Indemnification of the Entity by the Contractor against any claim or suit with respect to such Entity's use of any Software.
Intellectual Property	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
Interchange	The value paid by the merchant to the card issuing bank on each credit card transaction. Interchange rates are established by the network brand being utilized and are subject to change. Rates can vary based on the size of the transaction, the type of transaction, the additional data provided with the transaction, the industry group the merchant is registered in (e.g. travel and entertainment versus retail) and other factors.
Interface	A common boundary or interconnection between systems
Large Ticket Transaction	Transaction which qualifies for an Incentive Interchange rate that is lower than the standard interchange provided on a card transaction. Transaction size to qualify will vary over time with interchange rate changes set by card networks. Large ticket interchange rates may require the merchant to provide additional enhanced data to qualify for the lower rate, however exceptions to this requirement can occur.
Lead State	The State conducting the cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.
Level 2 Data	Data elements that a merchant is required to provide in order to qualify for a reduced interchange rate on a transaction. Level 2 data elements for purchase cards typically include the sales tax in addition to standard elements required for any transaction such as the billing amount, card account, etc. For fleet transactions, level 2 data typically will include the fuel type and quantity purchased.
Level 3 Data	Data elements that a merchant is required to provide in order to qualify for a reduced interchange rate on a transaction. Level 3 data elements for purchase cards typically will include the line item details – i.e. item description, unit cost, quantity, line item total. Level 3 data may be required to be provided in order to qualify for other Interchange rates such as Large Ticket Interchange.
Managed Spend Card	See definition for Declining Balance Card.
Master Agreement	The underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.
Master Contracts and Consulting	The DES within the Washington Department of Enterprise Services, Services Division authorized under Chapter 43.19 RCW to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Merchant Category Code (MCC)	MCC represents a code scheme that defines a merchant industry type based on the Standard Industrial Category (SIC) code. The MCC/SIC code is included in the authorized transmission. If the Cardholder is not authorized for a particular MCC/SIC code the transaction will decline.

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One Card	Either plastic or "ghost" (no plastic) card intended as a method of payment for any expense as determined by the agency. This product may be used to make travel arrangements, or any goods and services allowed by the agency. Always Corporate Liability.
Participating Addendum	A written statement of agreement signed by the Contractor and a Participating State that clarifies the operation of this Master Agreement for the Participating State (e.g, ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contractor's willingness to provide Services under the terms and conditions of this Contract with any and all exceptions noted and agreed upon.
Participating Entity	A state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.
PCI DSS	Payment Card Industry Data Security Standard establishes security guidelines for credit card providers for handling credit card numbers. To be PCI compliant, a merchant must encrypt card numbers before transmission over any network and must store them in a protected environment.
Procurement Coordinator	The individual authorized by the DES who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proprietary Fueling Location	Fuel merchant within a proprietary closed loop network of providers that requires the prompting of an authorization id and odometer reading at the point of sale. The fleet card provider has a merchant agreement requiring the merchant to capture this information.
Proprietary Maintenance Location	Merchant offering maintenance services within a proprietary closed loop network of providers that requires prompting of an authorization id and odometer reading at the point of sale. The fleet card provider has a merchant agreement requiring the merchant to capture this information.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (ENTERPRISE SERVICES).
Proposer	Any person or company submitting an offer for goods or services.
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.
Purchasing Card	Either a plastic or "ghost" (no plastic) card intended as a method of payment for goods and services either at the point of sale or to pay an invoice for goods or services.
Quarterly Sales Volume	All Charges set forth on the Billing Statements furnished for all Accounts, less Fees, Cash Advances, Fraudulent Charges, Charge-backs, and amounts Charged-off by Contractor with respect to such accounts as uncollectible for each quarter (3 calendar months).
Quarterly Large Ticket Volume	Those Charges for each Agreement Quarter which the Association governing Customer's Card Program has determined qualify for large ticket interchange rates and which are processed by such Association using large ticket interchange rates, less credits, for each Agreement Year. All other Charges and all amounts related to Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume.
Relationship Manager	Person assigned by Contractor to provide day-to-day assistance with regard to program card maintenance.
Request For Proposal	The form utilized to solicit Proposals in the formal, sealed Proposal procedure and any amendments thereto issued in writing by the DES. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.

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Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Proposer; Further considerations may include, but are not limited to whether the Proposer can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Proposer with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Proposal that meets all material terms of the Solicitation document.
Response	A Proposer's offer for goods and services.
Solicitation	The process of notifying prospective Proposers that the DES desires to receive competitive Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Request For Proposals (RFP) or Request For Proposals (ENTERPRISE SERVICES), along with all attachments and exhibits thereto.
Standards of Performance	Performance measurements that Contractors are expected to achieve, and the knowledge and skills they need to perform effectively.
State	The State of Washington acting by and through the DES.
State Contract	<p>The written document memorializing the agreement between the successful Proposer and the DES for materials, supplies, services, and/or equipment and/or administered by the Master Contracts and Consulting on behalf of the State of Washington.</p> <p>"State Contract" does not include the following:</p> <ul style="list-style-type: none"> • Colleges and universities that choose to purchase under <u>RCW 28B.10.029</u> • Purchases made in accordance with state purchasing policy under <u>Washington Purchasing Manual Part 6.11 Best Buy Program</u>; • Purchases made pursuant to authority granted or delegated under <u>RCW 43.19.190(2) or (3)</u> • Purchases authorized as an emergency purchase under <u>RCW 43.19.200(2)</u>; or • Purchases made pursuant to other statutes granting the Agency authority to independently conduct purchases of materials, supplies, services, or equipment. • Purchases made by participating states under their own contracts.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the DES.
Transaction	Any activity that results in a debit or credit to an account.
Travel Card	Card intended as a method of payment for travel expenses. This product may be used to make travel arrangements, or by the cardholder at the point of sale. May be either Corporate Liability or Individual Liability.
Valid Values	Built-in codes, numeric or alpha numeric, that requires certain format or fields of information; such as object, sub-object. The reason for using specific values for these fields is to standardize data entry, to ensure data consistency and prevent errors.
Vendor	A provider of materials, supplies, services, and/or equipment.
Washington's Electronic Business Solution (WEBS)	The Vendor registration and Proposer notification system maintained by the Washington State Department of Enterprise Services located at: <u>WWW.GA.WA.GOV/WEBS</u> .
Washington State Purchasing Cooperative (WSPC)	Qualified political subdivisions, school districts, non-profit organizations eligible in the State of Washington to use any State of Washington Contract.
WSCA-NASPO	A cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO)

