

NASPO ValuePoint
PARTICIPATING ADDENDUM



FLEET CARD SERVICES 2021 - 2025

Led by the State of Washington

Master Agreement No.: 00819

Minnesota Contract No.: 192699

Contractor: WEX Bank

Participating Entity: State of Minnesota

The following products or services are included in this contract:

- Fleet card services set forth in Master Agreement Exhibit A - Fleet Card Products and Exhibit G - Fleet Card Service Requirements
- Rebate/Incentive Share as set forth in Master Agreement Exhibit B - Rebate/Incentive Share

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State" or "Participating Entity") and WEX Bank whose designated business address is 1 Hancock Street, Portland, ME 04101 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

**State of Minnesota
Participating Addendum**

1. **Scope of Work.** This Participating Addendum (herein referred to "Contract") covers Fleet Card Services led by the State of Washington ("Lead State") for use by state agencies and other entities authorized by the State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The NASPO ValuePoint Master Agreement is also referred to by the capitalized terms "Master Agreement" within this Contract.

Capitalized terms shall have the same meaning as defined in the Master Agreement unless otherwise defined herein.

2. **Participation.** This Contract to the Master Agreement may be used by all authorized state agencies and CPV members as defined in Minnesota Exhibit A. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Effective Date and Contract Term.** This Contract shall be effective May 1, 2021 or on date of contract execution, whichever is earlier, to December 31, 2025, with the option to extend up to twenty-four months, or upon termination of the Contract or the Master Agreement for any reason, whichever is sooner.
4. **Governing Law and Jurisdiction.** This Addendum is governed by the substantive and procedural laws of Minnesota. The Ordering Entity and Contractor agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts with competent jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

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5. Authorized Representative.

- 5.1 Contractor's Authorized Representative. The Contractor's Authorized Representative is identified below, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

Name:	Ryan Kelly
Address:	1 Hancock Street, Portland, ME 04101
Telephone:	(952) 922-1104
Email:	ryan.kelly@wexinc.com

- 5.2 State's Authorized Representative. The State's Authorized Representative is identified below, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance

Name:	Sean Torin
Address:	112 Administration Building, 50 Sherburne Ave, Saint Paul, MN 55155
Telephone:	(651) 201-2405
Email:	sean.torin@state.mn.us

6. Entire Agreement.

- 6.1 By placing an order under this Contract, each Ordering Entity agrees that this Contract and any agreement or information that is incorporated by written reference into this Contract or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the order by such Ordering Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such order. No financial obligation of the Participating State or any Ordering Entity shall be affected by any change to information contained in a URL or referenced policy, nor will any additional material obligations be placed on the Participating State or any Ordering Entity as a result of any such changes.
- 6.2 It is expressly agreed that, other than the terms and conditions listed in *Exhibit E - WEX Forms and Specific Terms & Conditions*, attached to the NASPO ValuePoint Master Agreement, the terms of which shall govern the parties' relationship with respect to the relevant subject matter, the terms of this Contract and any order shall supersede the terms in any click-through agreement, procurement internet portal, or any other similar Contractor document, and no terms included in any such click-through agreement, portal, or other Contractor document shall apply to the order.

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- 1.1. Other than the terms and conditions listed in *Exhibit E - WEX Forms and Specific Terms & Conditions*, attached hereto, the terms of which shall govern the parties' relationship with respect to the relevant subject matter, Contractor represents and warrants that any Authorized Users agreement to "click through" or other terms and conditions shall not be binding and shall have no force or effect as to the Services of this Master Agreement or Participating Addendum. Without prejudice to first sentence of this Section 4.9, the parties agree that the terms and conditions listed in Exhibit E do not modify, amend or change the Master Agreement in any way and if there is a conflict between Master Agreement and any of the terms in Exhibit E, Master Agreement will govern. The parties agree that the "WEX Click Through Agreement" as set forth in Exhibit E shall apply with respect to any Purchasing Entity's use of the WEX website, notwithstanding anything to the contrary in the click-through terms and conditions that any Purchasing Entity shall click to approve in order to access such website.

6.3

7. **Order of Precedence.** The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contractor and the State:

- The Minnesota Participating Addendum, including all attached Exhibits
- The NASPO ValuePoint Master Agreement
- The NASPO ValuePoint Solicitation
- Response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth or referenced in this Contract shall prevail over conflicting terms and conditions. The order of precedence between documents following the Minnesota Contract shall be read as consistent with the Order of Precedence established in the Master Agreement.

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

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DS
TL

Tim Laukka

Print name:

DocuSigned by:

Signature:

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Title: President

Date:

6/3/2021

Rev. 01/11/2021

2. State of Minnesota, Office of State Procurement
In accordance with Minn. Stat. § 16C.03, Subd. 3.

Sean Torin

Print name:

DocuSigned by:

Signature:

7E8DA969C006470...

Title: AMS

Date:

6/10/2021

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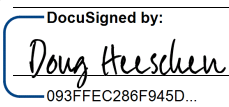


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**3. State of Minnesota, Commissioner of Administration
Or delegated representative.**

Print name: Doug Heeschen

Signature: 

Title: Division Procurement Coordinator Date: 6/23/2021

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	WA Department of Enterprise Services
Telephone:	(360) 407-2218
Email:	DESContractsTeamCypress@des.wa.gov

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

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Minnesota Exhibit A

1. Definitions.

- 1.1 CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities” with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.
- 1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- 1.3 Ordering Entity. This term applies to any State Agency or CPV Member when allowed in the Contract.
- 1.4 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Contract. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.
- 1.5 Contractor. These two terms apply to the awarded vendor from the NASPO Master Agreement that OSP selects to receive a Contract.
- 1.6 Contract. Contract is defined as the Minnesota Contract, which incorporates the terms of the NASPO Master Agreement.
- 1.7 Master Agreement. Master Agreement is defined as the corresponding NASPO ValuePoint Master Agreement between the Lead State and the Contractor.

2. Prompt Payment and Invoicing.

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- 2.1 The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later; provided, however, that the State acknowledges and agrees that all invoices relating to card purchases issued pursuant to and in accordance with this Contract must be paid in full regardless of reported disputes. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

3. Assignment, Amendments, Waiver, and Contract Complete.

- 3.1 Assignment. Neither party may assign its rights under this Participating Addendum without the other party's prior written consent and any attempted assignment without such consent to be void.
- 3.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 3.3 Waiver. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

4. Termination.

- 4.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.
- 4.2 Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to cancel the Contract or purchase order, or any portion of it, if Contractor does not cure the default within 30 days of notice of default. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
- 4.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services

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satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

5. **Force Majeure.** Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable. This section shall not apply to the obligation of the State to pay any and all balances on fuel card accounts set up hereunder.
6. **Indemnification, Hold Harmless, and Limitation of Liability.** The terms of the Master Agreement applicable to claims, indemnification and limitations on liability (including without limitation paragraph 14 Claims, including its subparagraphs), apply. Nothing herein, whether expressed or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend or hold harmless or release the Contractor, Contractor's subcontractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to the order of precedence.
7. **Copyright.** The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
8. **Insurance.** If applicable, prior to execution of the Contract, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Contract and per the insurance requirements of Supplement 1 of Exhibit A.
9. **Laws and Regulations.** Any and all services or goods offered and furnished must comply with all local, State, and federal laws and regulations applicable to the performance of obligations under this Contract, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

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10. Pricing Changes. No price adjustments or discount reductions are allowed unless approved by the Lead State for the Master Agreement and adopted by the State of Minnesota through a fully executed amendment to this Contract.

11. Orders.

11.1 Any order placed by a Participating Entity or Ordering Entity for a product or service available from the Master Agreement must include the Minnesota Contract number on the PO or ordering document in order to be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement, as modified by this Contract or supplemented by an Ordering Document signed by the parties, unless the parties to the order agree in writing that another contract or agreement applies to such order. The Contract is not a purchase order, nor does it guarantee any purchases will be made.

11.2 In the event that any provision of Contractor's Ordering Document is contrary to Minnesota law; such provision shall be null and void. The terms of the Contract, the Master Agreement and duly executed Contractor's Ordering Documents shall be read as cumulative and complimentary to the extent possible, with direct conflicts resolved in favor of the Contract.

12. Contractor's Documents. Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section. For the avoidance of doubt, this Section 12 is subject in all respects to Section 6.2 of the Participating Addendum.

13. Transportation. Contractor must ship orders according to the Master Agreement.

14. Delivery.

14.1 All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery.

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- 14.2 No substitutions or cancellations are permitted without approval of the Ordering Entity.
- 14.3 Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it.
15. **Risk of Loss or Damage.** The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.
16. **Purchase Orders (PO).** The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).
17. **Taxes.** State agencies are subject to paying Minnesota sales and use taxes. If orders are issued by CPV Members, the Contractor should confirm all of the tax requirements with the Ordering Entity.
18. **Subcontracting and Subcontract Payment.**
- 18.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the Contract Administrator can be used for this Contract. The list of approved subcontractors is attached and incorporated into this Contract as Supplement 3 to Exhibit A.
- After the effective date of the Contract, the Contractor shall not, without prior written approval of the Contract Administrator, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Contract Administrator, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.
- The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.
- 18.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.
19. **Software and Licensing Agreements.** Prior to the State signing any ordering document and upon request at other times, Contractor must submit to the State for approval any license agreements,

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maintenance agreements, or any other documents pertinent to the products or services in this Contract.

20. **No Automatic Renewals.** The State does not agree to any automatic renewals which require the payment of additional fees.
21. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its federal employer tax identification number and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
22. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must promptly notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.
23. **Intellectual Property Rights and Intellectual Property Indemnification.** The terms of the Master Agreement paragraph 14 Claims, including its subparagraphs, apply. Nothing herein, whether expressed or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend or hold harmless or release the Contractor, Contractor's subcontractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to the order of precedence.
24. **Assignment of Antitrust Rights.** Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.
25. **Publicity and Endorsement.**

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- 25.1 **Publicity.** Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- 25.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.
26. **State Audits (Minn. Stat. § 16C.05, Subd. 5).** Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract. Any such audits (a) by the State shall be no more frequent than once per year, and shall be made only upon advance written notice of at least 60 days, and (b) by the State Auditor or Legislative Auditor shall be made only upon advance written notice of at least 60 days.
27. **Audit Costs.** If the State is required by a court of competent jurisdiction to pay Contractor's audit and collection costs, or attorney's fees, the State is only required to pay such costs or fees up to an aggregate of \$5,000. The Contractor shall submit an invoice for the allowable costs or fees to the State, and payment shall be subject to the State's prompt payment statute, Minn. Stat. § 16A.124.
28. **Usage Report.** The Contractor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Such report shall be in format required by the Master Agreement. Failure to provide these reports may result in Contract cancellation. The State may request additional periodic or ad-hoc reports as necessary upon 30 days' notice.
29. **Diverse Spending Reporting.** Contractor will track and report on supplier diversity, and will provide additional information to State with respect to Contractor's diverse suppliers including which certified diverse vendors support Contractor and the overall spend in aggregate with respect to Contractor. If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to Contractor's subcontractors performing under the Contract, and 2) only to the extent available to Contractor, indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). Contractor can also make available Tier 2 reporting on diverse spend as pertains to fuel

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merchants at which the State makes purchases. When this applies, Contractor will register in a free portal to help report the Tier 1 and, if available, Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

30. **E-Verify Certification.** For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryfySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request. This section shall only be deemed to apply to the extent Contractor is subject to the applicable State E-Verify laws.
31. **Affirmative Action Requirements.** The State intends to carry out its responsibility for requiring affirmative action by its contractors.
- 31.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 31.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 31.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

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- 31.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 31.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 31.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 31.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 31.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 31.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
- 31.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.
- 32. **Equal Pay Certification.** If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during

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the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

33. **Americans with Disabilities Act (ADA).** In each case, as otherwise applicable to the Contractor pursuant to the Americans with Disabilities Act (ADA): Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.
34. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
35. **Electronic Funds Transfer (EFT) Payment Method and Structure.** In accordance with Minn. Stat. § 16A.40 the Contractor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
36. **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.** Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
37. **Federal Funds.**
 - 37.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds

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and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

- 37.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

38. [reserved]

39. **Nonvisual Access Standards.** Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- 39.1 That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 39.2 That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 39.3 That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 39.4 That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- 39.5 Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

40. **IT Accessibility Standards.** Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.

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The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

41. Security and Data Protection. Contractor is responsible for the security and protection of State data subject to and related to the products and services Contractor provides under this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

41.1 For the purposes of this Security and Data Protection section, the following terms have the following meanings:

41.1.1 [reserved]

41.1.2 "State" means the State, or a cooperative purchasing venture ("CPV") member when the CPV member is the ordering entity (if CPV purchases are permitted under this Contract).

41.1.3 "Data" has the meaning of "government data" in Minn. Stat. § 13.02, subd. 7 and, specifically for purposes of this Contract, date means charge card account-related information (account, contact, card and vehicle data) and historical invoices inclusive of transaction information. "Not public data" has the meaning in Minn. Stat. § 13.02, subd. 8a.

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41.1.4 "Security incident" means any material actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; or (3) disruption of or to Contractor's service(s).

41.1.5 "Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

- 41.2 Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract. Contractor will only access State data as necessary for performance of this Contract.

All State data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize any remaining data and certify in writing that the sanitization of the data has occurred. Any such remittance or sanitization will be at the Contractor's sole cost and expense.

If any legal obligation imposed upon Contractor or data backup system prevents it from returning or destroying all or part of the State data, Contractor shall guarantee the confidentiality of all such data and will not actively process such data anymore. In the event Contractor receives a request to release any State data, Contractor must promptly notify the State's data practices compliance official, the identity and contact information of whom the State shall deliver to Contractor and update promptly in event of any change. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

- 41.3 Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but

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no later than thirty six (36) hours after such incident. Notwithstanding anything to the contrary in this Contract but subject in all respects to the Master Agreement, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

- 41.4 Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program"). Contractor's Program must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contractor will make a summary of its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy summary and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

- 41.5 Data Management. Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate, and except to the extent such data is maintained in a stage environment utilized for performance testing and user acceptance testing.
- 41.6 Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.
- 41.7 Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

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- 41.8 Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States and (2) store, process and transmit State data only in the continental United States.
- 41.9 Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide the services to the State hereunder, including those of the relevant data centers. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section. Upon the State's reasonable, advance written request, Contractor will provide to the State evidence that the relevant audit was performed and that the Contractor passed the audit.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

- 41.10 Insurance and Liability. Contractor warrants that it has and will maintain the insurance described below in force and effect throughout the term of the Contract. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract provided that Contractor warrants that the minimum coverage requirements below are met.

Technology Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy must provide coverage for claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to services provided under this Contract, including but not limited to claims which may arise from failure of security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a computer virus or denial of service.

Contractor is required to carry the following minimum limits:

\$2,000,000 – per claim or event
 \$2,000,000 – annual aggregate

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Any deductible will be the sole responsibility of the Contractor. The retroactive or prior acts date of such coverage shall not be after the effective date of the Contract. Contractor shall maintain such insurance for a period of at least three (3) years following expiration or termination of the Contract. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, excluding standard exclusion notices, Contractor will notify the State within a reasonable amount of time. Contractor is responsible for payment of Contract related insurance premiums and deductibles. If Contractor is self-insured, a Certificate of Self-Insurance must be provided to the State. Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category ("FSC") VII or better, and authorized to do business in the State. The State reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements of this sub-section and retains all rights to pursue any legal remedies against the Contractor.

Notwithstanding any limitation of liabilities in the Contract, the Contractor shall be liable for all damages to the extent such damages are within the insurance limit.

- 41.11 Subcontractors and Third Parties. Contractor warrants that, except for information transmitted to FIS Global that is necessary to create charge cards for use by State, no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

- 41.12 Remedies. Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

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- 41.13 Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities (provided that Contractor shall not be required to run an entire disaster recovery test, but rather, any such testing, training or exercise activities shall be conducted within a test environment).

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing services for as long as the State needs to transfer its data, software and other assets to an alternate service or service provider.

- 41.14 Background Checks. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

- 41.15 [reserved]

42. **Organizational Conflicts of Interest.** To the best of Contractor's knowledge, execution and performance of this Contract does not give rise to a Conflict of Interest (as defined below). Each party agrees to promptly notify the other if, at any time during the term of this agreement, either party becomes aware that it has an actual or potential conflict of interest, including any relationship that may impair the party's objectivity or ability to perform its obligations hereunder (a "Conflict of Interest"). Upon such notice, the parties will meet and engage in good faith negotiations to resolve the alleged or potential conflict in accordance with the dispute resolution provision set forth in the

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Master Agreement. If the parties are unable to resolve the conflict after a reasonable time, the parties may mutually agree to terminate this Addendum.

43. **State's Rights and Remedies Cumulative.** All rights and remedies provided in the Contract are cumulative and not exclusive of any other rights or remedies that may be available to the State, whether provided by law, equity, statute or otherwise.
44. **No Mandatory Mediation or Arbitration.** Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.
45. **Severability.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contractor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.
46. **Survivability.** The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law and Jurisdiction, Intellectual Property Indemnification, Publicity and Endorsement, and Usage Report. Any other Contract term that expressly states or by its nature shall survive, shall survive. Software licenses, product orders, warranty, maintenance agreements, and service agreements that were entered into under the terms and conditions of the Contract shall survive the expiration or termination of this Contract.
47. **Fleet Card Rebate/Incentive Share.** A single payment combining Incentive Share Components 1 and 2 will be paid directly to the Ordering Entity on a quarterly basis via credits to managing accounts. Incentive Share Component 3 will be paid to the State on an annual basis via electronic payment to the State of Minnesota, Office of State Procurement. Incentive Share Payments must be received no later than the 60th day following the end of each calendar quarter.

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**Minnesota Exhibit A, Supplement 1
Insurance Requirements**

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.

2. Notice to Insurer.

- 2.1 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's general liability and umbrella/excess liability policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor will provide the State within a reasonable amount of time a copy of the cancellation notice;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

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- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract, and shall follow the form of the underlying insurance policy.
4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**
- 4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from services provided under this Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:
- \$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – applying to Products/Completed Operations
- The following coverages shall be included:
- Premises and Operations Bodily Injury and Property Damage
 - Personal and Advertising Injury
 - Blanket Contractual Liability
 - Products and Completed Operations Liability
 - Other; if applicable, please list _____
 - State of Minnesota named as an Additional Insured, to the extent permitted by law
- 4.2 **Workers' Compensation Insurance. Statutory Compensation Coverage.** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees [Note: WEX will handle the insurance requirements for any subcontractor utilized as part of this

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Agreement], including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

- 4.3 [reserved] [Note: Already addressed under the Tech E&O policy above.]
- 4.4 **Commercial Crime.** The Contractor must maintain a Commercial Crime Policy covering liability to third parties for dishonest or fraudulent acts of employees, including but not limited to theft, fraud, and forgery, with a limit of not less than the face value of money and securities that belong to the Purchasing Entity.