

**NASPO VALUE POINT
PARTICIPATING ADDENDUM
(BANKCARD)**

This NASPO Value Point Application and Participating Addendum (this "**Participating Addendum**" or this "**Addendum**") sets forth the terms and conditions upon which the undersigned Participating State (together with all of its agencies and related subdivisions, collectively, the "**Participating State**") may participate in the commercial card services program (the "**Program**") established pursuant to the Amended and Restated Cooperative Purchasing Master Agreement No. 00719/0089 dated as of January 1, 2021 (as amended, supplemented or otherwise modified, the "**Master Agreement**"), between Enterprise Services acting by and through the State of Washington ("**Enterprise Services**") and U.S. Bank National Association ("**U.S. Bank**" or "**Contractor**"). This Addendum shall become effective on the date entered above the signature block of the last entity to sign (the "**Effective Date**").

AGREEMENT

1. Product Selection.

Please Select One or More Products		
☐ Corporate Travel & Expense Accounts	☒ Purchasing Accounts	☒ One Card™ Accounts
☐ Corporate Liability ☐ Joint and Several Liability ☐ Contingent Liability	Only Corporate Liability	Only Corporate Liability
Estimated Annual Charge Volume	Estimated Annual Charge	Estimated Annual Charge Volume
\$ _____	\$38,000,000	\$3,000,000
Benefits*	Benefits*	Benefits*
Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits • \$500,000 Standard Account • \$1,000,000 Executive Account	Card Network benefits	Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits • \$250,000 Standard Account • \$1,000,000 Executive Account
Optional Enhancements	Optional Enhancements	Optional Enhancements
Event Planner account** Managed Spend account** Central Billing account**	Event Planner account Managed Spend account Central Billing account	Event Planner account Managed Spend account Central Billing account

* Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank's additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

** Available only as Corporate Liability

2. Definitions. Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Master Agreement.

3. **Term.** The term of this Addendum (the “**Term**”) shall commence on the Effective Date of this Addendum and shall be in effect until December 31, 2025. The Participating State and U.S. Bank shall have the option to extend this agreement for two (2) additional years upon mutual agreement. Notwithstanding anything to the contrary, this Agreement shall end on the termination date of the Master Agreement unless this Addendum is terminated earlier in accordance with the Master Agreement.
4. **Purchasing Entities.** Entities seeking to join the Program as “Purchasing Entities” under this Addendum must be credit approved by U.S. Bank and otherwise accepted and approved for participation under this Addendum by U.S. Bank by completing a Card User Agreement in form and substance acceptable to U.S. Bank and any other documentation deemed necessary by U.S. Bank.
5. **State Agencies.** State Agencies may participate under this Addendum provided that such State Agencies are authorized for participation by the Participating State. By authorizing participation of a State Agency, the Participating State agrees to be liable for each State Agency’s performance of the terms and conditions of this Addendum, including for all Obligations incurred under the Program by any Account holder designated by Participating State or such State Agencies. State Agencies may, at the Participating State’s election, be eligible to earn a rebate for its performance in accordance with the terms and conditions of this Addendum.
6. **Notices.** The parties will make all notifications, consents, or approvals required under this Participating Addendum in writing, unless otherwise expressly stated to the contrary. The parties will deem any required notices given either (i) two days after the date of mailing if sent by registered or certified mail, return receipt requested; or (ii) one day after the date of mailing if sent by a national overnight courier service to either of the addresses indicated below.

To Participating State:

Craig Trotter
Hoover Building
1305 E. Walnut St.,
3rd Floor
Des Moines, IA, 50319

To U.S. Bank:

U.S. Bank National Association
Corporate Payment Systems
Mail Code EP-MN-L29C
200 South Sixth Street
Minneapolis, MN 55402, U.S.A.
Attn: CPS Contract Manager

7. **Governing Law and Venue.** The laws of the state of Iowa and applicable federal laws and regulations of the United States apply to any dispute arising out of this Participating Addendum, its subject matter, or its formation. The parties shall bring any dispute or claim, arising out of or related to this Participating Addendum, before a state or federal court in the city of Des Moines, IA.
8. **Incorporation.** The following are incorporated herein by reference as if set forth at length:

**Appendix A – State Specific Terms and Conditions
The Master Agreement**

In the event of a conflict between the terms and conditions set forth in this Addendum and/or applicable law, the conflict shall be resolved by giving precedence to the following documents in the following order:

1. This Addendum, without reference to Appendix A
2. Appendix A – State Specific Terms and Conditions
3. Master Agreement

9. **Authorization and Execution.** This Participating Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Participating Addendum, or reproductions thereof, will be deemed to be original counterparts.

STATE**U.S. BANK**

DATE: _____

DATE: _____

State of Iowa - DAS

U.S. Bank National Association

Name of Participating State

(Signature of Authorized Individual)

Craig Trotter

Brian Richter

(Printed Name of Authorized Individual)

Purchasing Agent

Senior Vice President

(Printed Title of Authorized Individual)

Appendix A**STATE SPECIFIC TERMS AND CONDITIONS**

1. **Payment Terms:** Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by Contractor.
2. **Affirmative Action:** The Contractor its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agent and subcontractors shall comply with applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plan and policies as required under Iowa Administrative Code chapter 11-121.
3. **Reports:** The Contractor shall submit quarterly reports to the State of Iowa Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Schedule:

Quarter Ending	Report Due
March 31	May 15
June 30	August 15
September 30	November 15
December 31	February 15

4. **Administrative Fee:** As set forth in Exhibit B to the Master Agreement, the State of Iowa and, as applicable, any Purchasing Entity, shall: (i) receive a basis point (percentage) of its quarterly sales volume for all Standard Volume and Non-Standard Volume (excluding Amazon sales volume) equal 135 basis points; (ii) receive an incentive for its contribution to the National Annual Volume (total annual sales for all Participating States/Purchasing Entities and excluding Amazon sales volume), equal 34.75 basis points; and receive a basis point (percentage) for the Quarterly Total Volume (excluding Amazon sales volume) based on the State of Iowa's average speed of pay in accordance with the grid in section 3 of Exhibit B. With respect to Amazon sales volume, the State of Iowa and, as applicable, any Purchasing Entity, shall: (i) receive a basis point (percentage) of its quarterly sales volume for all Amazon sales volume equal to 109.35 basis; (ii) receive an incentive for its contribution to the National Annual Volume tied to its Amazon sales volume equal to 28.1475 basis points, and (iii) receive a basis point (percentage) for the Amazon sales volume based upon the State of Iowa's average speed of pay in accordance with the grid in section 8 of Exhibit B.
5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the

prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.