

**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM
Pursuant to
NASPO ValuePoint Contract for
Commercial Card Services
STATE OF WASHINGTON CONTRACT 00719, Solicitation # 00719/00819**

This Participating Addendum is made by and between, U.S. Bank National Association, whose address is 200 South Sixth Street, Minneapolis, MN 55402 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers", as defined in the Master Agreement. For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Master Agreement.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property ("Director"), within the New Jersey Department of the Treasury ("Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Washington ("Lead State") and Contractor have entered into Master Agreement # 00719 (the "Master Agreement") in accordance with the State of Washington's Solicitation for Commercial Card Services; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor is the most cost-effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence: Entire Agreement:

- A. The term of this New Jersey Participating Addendum shall be effective from the Effective Date which is the last date signed below and shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement or this New Jersey Participating Addendum, whichever shall occur first.
- B. The entire agreement, and all rights and obligations between the parties, shall consist of the following documents (which shall be collectively referred to as the "New Jersey Participating Addendum":
 - 1. This Participating Addendum or Agreement,
 - 2. The State of New Jersey Standard Terms and Conditions ("State's Standard Terms and Conditions"), attached hereto as Exhibit A;
 - 3. The Master Agreement, including its attachments and exhibits, attached hereto as Exhibit B;
 - 4. To the extent applicable, a Card User Agreement (as defined in the Master Agreement) entered into by an Authorized Purchaser; and
 - 5. End User Agreements (as defined in the Master Agreement).

The documents comprising the New Jersey Participating Addendum shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the New Jersey Participating Addendum, the conflict shall be resolved by giving priority to the documents in the order listed above.

- C. The New Jersey Participating Addendum sets forth the entire agreement between the parties and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
- D. Terms and conditions, including but not limited to any software license or service level agreement, applicable to the New Jersey Participating Addendum are those expressly accepted by the Lead

State, attached to the Master Agreement as an Exhibit or an Attachment as of the Effective Date of this New Jersey Participating Addendum, as may be superseded, amended or rejected by this New Jersey Participating Addendum.

- E. Amendments – This New Jersey Participating Addendum may not be amended except in a writing signed by both parties.
- F. In the event the Lead State approves Contractor to offer new or additional products and services under the Master Agreement after the Effective Date of this New Jersey Participating Addendum and such products or services incorporate any different, inconsistent, or additional terms into the Master Agreement, including, but not limited to any software license agreement or service level agreement, such terms and conditions shall not be made part of the New Jersey Participating Addendum without a written amendment to the New Jersey Participating Addendum signed by both parties; provided, however, that such additional terms shall govern the use of any such additional products and services.

In the event that Contractor presents terms and conditions, including but not limited to software license agreement or service level agreement, in response to an order by an Authorized Purchaser, through any medium whatsoever, that have not been previously accepted by the Division as part of this New Jersey Participating Addendum, or as an amendment to this New Jersey Participating Addendum, such terms and conditions are expressly rejected and shall not become part of the New Jersey Participating Addendum.

- G. References to external documentation
- Any external information incorporated by reference within any of the documents comprising the New Jersey Participating Addendum, including, without limitation, click-through, shrink-wrap, software license agreements or service level agreements, are subject to the terms and conditions of this New Jersey Participating Addendum. In the event of a conflict, the terms of this New Jersey Participating Addendum shall prevail. Additional terms and conditions contained in a document incorporated by reference within any of the documents comprising the New Jersey Participating Addendum may be accepted, but must be explicitly set forth in Section 4.0 herein, or as an exhibit to this New Jersey Participating Addendum.
 - Any changes in the information incorporated by reference by any of the documents that comprise the New Jersey Participating Addendum, including, without limitation, click-through, shrink-wrap, software license agreements or service level agreements, are subject to the terms and conditions of this New Jersey Participating Addendum. In the event of a conflict, the terms of this New Jersey Participating Addendum shall prevail. Additional terms and conditions contained in a document incorporated by reference may be accepted, but must be explicitly set forth in Section 4.0 herein, or as an exhibit to this New Jersey Participating Addendum.

2.0 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
\$ _____	\$ _____	\$ _____
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
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* 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

- A. Any restrictions or limitations regarding the Executive Branch use of this New Jersey Participating Addendum will be set forth in the Method of Operation, as may be amended from time to time and posted on the State's website.
- B. Each Authorized Purchaser is responsible for the full cost of purchases made under this New Jersey Participating Addendum.
- C. Cash Advances may not be utilized by the State or any Authorized Purchaser in connection with this Participating Addendum.

3.0 Definitions

- A. "Authorized Purchasers" under this Participating Addendum shall mean:
 - 1. Any State-Level government agency, department, office, instrumentality, division, unit or other entity in the Executive Branch ("State Purchasers");
 - 2. Any county, borough, city, municipality, town, township, special purpose district, or other political subdivision of the State;
 - 3. Quasi-state agencies as defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member;
 - 4. School districts per N.J.S.A. 52:25-16.1;
 - 5. Volunteer fire departments, volunteer first aid squads and rescue squads per N.J.S.A. 52:25-16.2; and
 - 6. Independent institutions of higher education per N.J.S.A. 52:25-16.5;
 - 7. County colleges per N.J.S.A. 18A:64A-25.9;
 - 8. State colleges per N.J.S.A. 18A:64-60; or
 - 9. Any legal successor in interest to any entity above.

For purposes of this Addendum, the term "Purchasing Entity" shall mean the same thing as "Authorized Purchaser."

- B. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Contractor for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purpose unrelated to the business or subject to further unauthorized disclosure.
- C. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
- D. The term "Method of Operation" means the State's internal document establishing the methods and procedures for Authorized Purchasers to utilize this New Jersey Participating Addendum, and the information contained therein shall include, but not be limited to the state contract manager's name and contact information, the Contractor's updated contact information, and required approvals for utilizing this New Jersey Participating Addendum.

- E. The term "Mobile Device" means any device used by Contractor that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
- F. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
- G. The term "Personal Data" means:
 - 1. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - 2. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
- H. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- I. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Contractor believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Breach of Security.
- J. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware,

the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes Personal Data and Non-Public Data.

4.0 Modifications to the Terms of the Master Agreement, and State of New Jersey Standard Terms and Conditions

A. Master Agreement

1. Section 15, entitled "Dispute Resolution," is hereby deleted in its entirety and replaced with the following:

"In such situation, upon notice by either party, each party, within ten (10) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have five (5) business days to review and respond in writing."

2. Section 17.3(c), entitled "End User Agreements," is hereby modified to include the following as new paragraphs to be inserted at the end of the Section:

"If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. In the event that State's individual users are required to accept any "shrink wrap" or "click to accept" online terms and conditions at the time of using the Contractor's online solutions or otherwise, the individual accessing the solution and agreeing to the terms and conditions will not be held personally liable for violations of the terms and conditions of the "shrink wrap" or "click to accept", and the State assumes all liability for the individual user's compliance with the terms and conditions of the "shrink wrap" or "click to accept".

However, it is agreed by the parties that an Authorized Purchaser must execute or otherwise agree to Contractor's standard license agreement(s) prior to use of any of Contractor's proprietary software applications.

The Parties hereby agree that any amended terms in the End User Agreements that conflict with this New Jersey Participating Addendum shall have no force or effect and are expressly rejected."

3. Section 17.17, entitled "Attorneys' Fees," is hereby deleted in its entirety and marked "Reserved".
4. Master Agreement, Exhibit E1, Issue 14.2, related to Third-Party Claims; Indemnity, is hereby rejected and deleted in its entirety.
5. The last paragraph of Master Agreement Exhibit D, Section 2, Credit Checks for Participating State or Purchasing Entity, is hereby modified as follows:

"U.S. Bank, at its sole discretion, may revise any credit limits or controls associated with the Commercial Card program. U.S. Bank will provide notice to Purchasing Entity of any decrease in a credit limit. In the event a Purchasing Entity's credit limit is decreased, Purchasing Entity shall make a payment to U.S. Bank, within forty-five (45) days of such notice, sufficient to reduce the Obligations to an amount equal to or less than the revised credit limit. In the event a Purchasing Entity's credit limit is decreased, Purchasing Entity shall have the right to request a meeting with U.S. Bank to discuss the decrease and potential steps to reinstate the prior credit limit."

B. State of New Jersey Standard Terms and Conditions

1. Section 2.16, entitled "Disclosure of Investigations and other Actions," is deleted in its entirety and marked "Reserved".

2. The last sentence of Section 3.12, entitled "Cybersecurity Incident Reporting Requirement," is hereby deleted in its entirety and replaced with the following:
"If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency within 72 hours after the Contractor reasonably believes that a Cyber Security Incident involving the State has occurred."
3. Section 4.1, entitled "Indemnification," is deleted in its entirety and replaced with the following:
"4.1 INDEMNIFICATION
The contractor's liability to the State and its employees in third party suits shall be as follows:
 - A. Indemnification for Third Party Claims - Except to the extent of the State's, its employees' or its agents' negligence or willful misconduct, the contractor agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract (each, a "Claim").
 - B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
 - C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
 - D. The contractor's indemnification obligations set forth in this section 4.1 are conditioned upon the State: (A) providing the contractor with prompt notice of any Claim; (B) providing reasonable assistance in connection therewith; and (C) allowing the contractor full control over the defense or settlement of such Claim, provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense."
4. Section 4.2, entitled "Insurance," is deleted in its entirety and replaced with Section 12 of the Master Agreement and Master Agreement Exhibit C, Insurance Requirement, as modified by Contractor's Master Agreement Exhibit E1, Issues List, Insurance Requirements, and accepted by Lead State.
5. Section 5.2, entitled "Force Majeure," is hereby deleted and replaced by the following:
"Except for the obligation to make payments, neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire, natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Vendor to perform the work delayed by the force majeure."
6. Section 5.3, entitled "Contract Term and Extension Option" is hereby deleted and replaced with the following:
"If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the

expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated. Notwithstanding anything to the contrary, any such extension options shall be subject to the terms and conditions of the Master Agreement, as modified by this New Jersey Participating Addendum."

7. Section 5.4, entitled "State's Option to Reduce the Scope of Work" is hereby deleted and marked "Reserved."
8. Section 5.7, entitled "Termination of Contract," is hereby deleted and replaced with the following:
 - A. "For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 60 days written notice to the contractor;
 - B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon thirty (30) days' notice to the contractor and contractor fails to cure within that 30 day period; and
 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
 - C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
 - D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments."
9. Section 5.8, entitled "Subcontracting," is hereby deleted and replaced with the following:

"The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State. Notwithstanding the foregoing, the contractor may, in the ordinary course of business, contract for services with third parties who provide services directly to the Contractor for its benefit and such vendor contracts shall not constitute subcontracts within the meaning of this section."
10. Section 5.10, entitled "Mergers, Acquisitions and Assignments" is hereby deleted in its entirety and replaced with the following:

"If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be reasonably requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the

awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

Except for an assignment to any affiliate, the contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director, which shall not be unreasonably withheld, conditioned, or delayed."

11. Section 5.11, entitled "Performance Guarantee of Contractor," is hereby deleted and replaced with the following:

"The contractor hereby certifies that:

- A. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered."

12. Section 5.12, entitled "Delivery Requirements," is hereby deleted and marked "Reserved."

13. Subsection B of Section 5.15, entitled "Maintenance of Records and Audits" is hereby deleted in its entirety and replaced with the following:

"B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time upon reasonable prior written notice. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide the requested records and documents free of charge in the time, place, and manner that does not unreasonably interfere with business activities. Failure of the Contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity."

14. Subsection C of Section 5.21, entitled "Claims and Remedies" is hereby deleted in its entirety and replaced with the following:

"C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means or take any other action or seek any other remedies available at law or in equity."

15. Section 6.1, entitled "Price Fluctuation During Contract" is hereby deleted in its entirety and replaced with the following:

"6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

Notwithstanding anything to the contrary, any changes in fees or rebate/incentive share shall not be considered pricing for purposes of this section."

16. Section 6.3(A) is hereby deleted in its entirety and replaced with the following:

"A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the Master Agreement as permitted by the New Jersey Participating Addendum. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;"

17. Section 6.4, entitled "Optional Payment Method: P-Card," is hereby deleted and marked "Reserved."

18. The following are hereby added to the State of New Jersey's Standard Terms and Conditions:

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Contractor shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as set forth in the Master Agreement, or (iv) at the State's written request.

Contractor shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation, or by an order of a court of competent jurisdiction. Notwithstanding the foregoing, Contractor shall only disclose or provide information regarding the State's use of the solution to a third party if necessary for Contractor to perform the services and shall only disclose or provide as much information as is necessary to competently perform the services. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Contractor is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
 - c. Contractor shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.

- d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Contractor to accomplish the work, the Contractor shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
 - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any capacity that does not include the State.
3. Data Location: Contractor shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are owned by the Contractor and used on the Contractor's network or used and kept within the physical structure of its U.S. data centers. Contractor shall permit its personnel and contractors to access State Data remotely only as required to provide technical support, to perform the services, or upon prior notice and approval. The Contractor may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
4. Security Incident and Breach of Security Responsibilities.
 - a. Security Incident Reporting Requirements: Once Contractor reasonably determines that a Security Incident occurred, the Contractor shall report a Security Incident to the appropriate State identified contact within 72 hours by the agreed upon method as defined in the contract. Contractor will provide the State regular updates and relevant information in response to reasonable requests by the State including a description of the incident and those measures taken by Contractor in response to the Security Incident.
 - b. Incident Response: When commercially reasonable to do so, Contractor may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Contractor specifically identifies the State or State Data), and seeking external expertise, defined by law. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Contractor communication and mitigation processes as mutually agreed at the time or defined by law.
5. Termination and Suspension of Service:
 1. In the event of termination of the contract, the Contractor shall be entitled to reasonable post-termination assistance to implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Contractor's possession.
 2. Suspension of services: During any period of suspension, the Contractor shall not take any action to intentionally erase any State Data.
 3. Unless otherwise stipulated, in the event of termination of any services or this contract in its entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:
 - a) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
 - b) 30 business days after the effective date of termination, if the termination is for convenience; or
 - c) 60 business days after the effective date of termination, if the termination is for cause.

- d) After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.
 - e) Post-Termination Assistance: The State shall be entitled to reasonable post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
 - f) Secure Data Disposal: When requested by the State, the Contractor shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.
6. Notwithstanding anything to the contrary, Contractor shall be permitted to retain one record copy of State Data for the purpose of complying with applicable law, rule, or regulation. Any information Contractor retains will remain subject to the confidentiality provisions set forth in this New Jersey Participating Addendum as well as the Master Agreement.
7. Background Checks: The Contractor shall conduct criminal background checks in accordance with applicable law, including Section 19 of the FDIA. The Contractor shall promote and maintain an awareness of the importance of securing the State's Data among the Contractor's employees and agents.
8. Access to reports: The Contractor shall provide reports to the State in a format as specified in the contract and agreed to by both the Contractor and the State. Reports shall include user access and user access history for all State Data related to this contract, including but not limited to user entitlement reporting and audit reports related to account and transaction activity.
9. Reserved.
10. Change Control and Advance Notice: The Contractor shall give advance notice to the State of any major upgrades that may impact service availability and performance.
11. Security: The Contractor shall disclose, in its sole discretion, its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Contractor.
12. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. Import and Export of Data: The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors.
14. Responsibilities: The Contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor.

15. Right to Remove Individuals: The State shall have the right at any time to request that the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State will provide the Contractor with notice of its suggestion, and the reasons it requests the removal. The Contractor will work with the State to find an appropriate solution.

16. Reserved.

5.0 Miscellaneous

- A. To the extent the documents comprising the New Jersey Participating Addendum include payment terms that are inconsistent with the Prompt Payment Act (N.J.S.A. 52:32-32 et seq.), those terms are hereby deleted. All payments due from the State or other Authorized Purchasers shall be made in accordance with the Prompt Payment Act, and shall be due no sooner than 60 calendar days from the receipt of a properly executed State invoice, or 60 calendar days from the receipt of goods or services, whichever is later.
- B. In accordance with N.J.A.C. 17:12-1B.2, notwithstanding anything to the contrary in the Master Agreement or any other documents comprising the New Jersey Participating Addendum, under no circumstances will the State indemnify Contractor and any such provision in the Master Agreement or such other documents shall be of no force and effect.
- C. Notwithstanding anything to the contrary in the Master Agreement or any other documents comprising the New Jersey Participating Addendum, the State shall not be responsible for the Contractor's attorney fees and/or expenses.
- D. Open Public Records Act – All documents and information submitted by Contractor to the State under this New Jersey Participating Addendum are considered public information, notwithstanding any disclaimers to the contrary submitted by Contractor, except as may be exempted from public disclosure by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.
- E. Delivery Guarantees
 - 1. Deliveries shall be made in accordance with the terms of the Master Agreement. Notwithstanding anything to the contrary in any Master Agreement, the State shall not pay shipping charges for failure to meet a minimum shipment amount.

6.0 The State of New Jersey Mandatory Certification Requirements

The following are the State of New Jersey standard procurement forms and requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

- A. [Ownership Disclosure](#) (N.J.S.A. 52:25-24.2);
- B. [Disclosure of Investment Activities in Iran](#) (N.J.S.A. 52:32-55 et. seq.);
- C. [Disclosure of Investigations and Actions Involving Bidder Form](#);
- D. [MacBride Principles](#) (N.J.S.A. 52:34-12.2);
- E. [Source Disclosure Certification](#) (N.J.S.A. 52:34-13.2);
- F. [Vendor Certification](#) (P.L. 2005, c.271);
- G. New Jersey Business Registration (N.J.S.A. 52:32-44);
- H. Proof of insurance as specified herein;
- I. [Proof of compliance with New Jersey Affirmative Action requirements](#) (N.J.A.C. 17:27-1.1 et. seq.):
 - New Jersey Form AA-302 Affirmative Action Employee Information Report; or
 - New Jersey Affirmative Action Certificate; or
 - Federal Affirmative Action Approval Letter.

7.0 Primary Contacts:

Any notice between the parties provided for in this New Jersey Participating Addendum, or elsewhere in the Master Agreement shall be in writing, and shall be sent both via regular certified mail return receipt requested and via email to the addresses provided. The Parties should give prompt notice to each other

if the appropriate person or address changes. The primary contacts for this New Jersey Participating Addendum are as follows:

State of New Jersey – Department of the Treasury – Division of Purchase and Property	
Name	Kathy Tran
Title	Procurement Specialist
Address	33 West State Street, 8 th Floor, PO Box 230 Trenton, New Jersey 08625-0230
Telephone	(609) 984-9322
Fax	N/A
Email	Kathy.tran@treas.nj.gov

State of New Jersey – Department of the Treasury – Division of Purchase and Property	
Name	Lisa Ames
Title	Technical Assistant 3
Address	33 West State Street, 8 th Floor, PO Box 230 Trenton, New Jersey 08625-0230
Telephone	(609) 777-4470
Fax	N/A
Email	lisa.ames@treas.nj.gov

U.S. Bank National Association	
Name	Ryan Calloway
Title	Vice President, Public Sector & Higher Education Sales
Address	N/A
Telephone	(704) 243-3278
Fax	N/A
Email	ryan.calloway@usbank.com

IN WITNESS WHEREOF, The Contractor and the State have caused this New Jersey Participating Addendum to be executed by their authorized representatives and agree that this New Jersey Participating Addendum may be executed in counterparts, each original signed page to become part of the original document.

U.S. Bank National Association

E-SIGNED by Brian Richter
on 2024-06-26 20:24:34 GMT

June 26, 2024

Signature

Date

Brian Richter Senior Vice President
Print Name and Title

The State of New Jersey
Department of the Treasury - Division of Purchase and Property

DocuSigned by:

7E4334B55620430

August 21, 2024

Amy F. Davis, Acting Director

Date

Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety

Brandon Bowers
Signature

8/20/2024
Date

DAG Brandon Bowers
Print Name and Title

EXHIBITS

EXHIBIT A - The State of New Jersey Standard Terms and Conditions

EXHIBIT B - The Master Agreement, including its attachments and exhibits

EXHIBIT A

The State of New Jersey Standard Terms and Conditions



State of New Jersey Standard Terms and Conditions

(Revised June 21, 2023)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director of the Division of Purchase and Property (Director) during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division of Purchase and Property (Division) has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

- (1) Make or solicit a contribution in violation of the statute;
- (2) Knowingly conceal or misrepresent a contribution given or received;
- (3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor;
- (5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- (8) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, rev. P.L.2023, c.30) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known

as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.14 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 (P.L. 2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award or renewal of a Contract to said Contractor.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with

the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor

or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT

Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at <https://www.cyber.nj.gov/report/> within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the Contractor's responsibility to report Security Incidents as may be set forth in Contract Scope of Work or the Waivered Contracts Supplement to the State of New Jersey Terms and

Conditions. If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 FORCE MAJEURE

Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire,

natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Vendor to perform the work delayed by the force majeure.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance.

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such

consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS AND AUDITS

- A. Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide

the requested records and documents free of charge in the time, place, and manner specified. Failure of the contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 1. In advance of its intention to commence any action on its own behalf regarding **any such** claim or cause(s) of action; and
 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, seal, or logos as a part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The Contractor shall not use a Department or Using Agency's name, seal, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Department.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims

against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract

resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

State of New Jersey Standard Terms and Conditions
(Revised June 21, 2023)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Date

Print Name and Title

Print Name of Contractor

EXHIBIT B
The Master Agreement,
including its attachments and exhibits

AMENDED AND RESTATED
COOPERATIVE PURCHASING MASTER AGREEMENT
No. 00719

COMMERCIAL CARD SERVICES

For Use by Eligible Participating States

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

U.S. BANK NATIONAL ASSOCIATION

Dated: July 9, 2020

AMENDED AND RESTATED
COOPERATIVE PURCHASING MASTER AGREEMENT
No. 00719
COMMERCIAL CARD SERVICES

This Amended and Restated Cooperative Purchasing Master Agreement (“Master Agreement”) is made and entered into by and between Enterprise Services acting by and through the State of Washington (“Enterprise Services”) and U.S. Bank National Association, a Delaware corporation (“Contractor or U.S. Bank”) and is dated as of July 9, 2021.

RECITALS

- A.** Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B.** The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C.** NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is led by state procurement officers from member states. NASPO ValuePoint does not award contracts, rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting Master Agreements.
- D.** Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the ‘lead state’ to conduct a competitive procurement in compliance with that state’s procurement laws and award a master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that Master Agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a ‘participating state’), no agency or other eligible organization (a ‘purchasing entity’) may utilize the products and services offered pursuant to the cooperative purchasing Master Agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor,

however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

- E. Enterprise Services, as a part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00719/00819, dated June 4, 2019, regarding Commercial Card Services. Eleven (11) states indicated an intent to utilize the resulting cooperative purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, Oregon, California, Colorado, and Minnesota evaluated all responses to the Competitive Procurement and identified Contractor as the Apparent Successful Bidder (ASB) for Category 1 - Commercial Card Services.
- G. Enterprise Services determined that entering into this Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Master Agreement is to enable Participating States and Purchasing Entities to utilize Commercial Card Services as set forth herein.
- I. Enterprise Services and U.S. Bank entered into an agreement for the products and services listed herein dated July 9, 2020 (the "Prior Agreement"), and now the parties desire to amend and restate the Prior Agreement in its entirety to add additional terms and conditions for the purpose of providing the applicable products and services.

AGREEMENT

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

1. **TERM.** The term of this Master Agreement begins July 9, 2020 and ends on December 31, 2025. The Commercial Card services provided pursuant to this Master Agreement start January 1, 2021 and end on December 31, 2025; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2024, Contractor meets the following performance metrics:
 - Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
 - Rebate: Contractor provides timely and accurate rebates as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Commercial Card Services to begin on January 1, 2021, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no rebate calculations as set forth in Exhibit B – Rebate/Incentive Share shall be made under this Agreement prior to January 1, 2020.

2. **PARTICIPANTS.** Use of this Master Agreement may be authorized by Participating States for use by Purchasing Entities as set forth herein.

- 2.1. PARTICIPATING STATES. For the purpose of this Master Agreement, a Participating State shall mean: any state, or U.S. territory (e.g., District of Columbia, Puerto Rico, etc.) ("State") that executes a Participating Addendum with the Contractor, such Participating Addendum will authorize Purchasing Entities for such Participating State. Such Participating Addendum must be executed by the chief procurement officer for the applicable state; *provided however*, that some States, with state authority to do so and permission from such state chief procurement officer, may authorize local governments, political subdivisions, and other entities to execute a Participating Addendum. Contractor may not provide Commercial Card Services under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed.
- 2.2. PURCHASING ENTITIES. For the purpose of this Master Agreement, a Purchasing Entity is any eligible entity authorized by a Participating State and approved by Contractor in accordance with the approval procedures set forth in Exhibit D – Establishing a Card User Agreement to participate in the Master Agreement (i.e. to purchase from the Master Agreement) pursuant to a Participating Addendum. Purchasing Entities will be required to execute a Card User Agreement (CUA) as outlined in this Master Agreement and shall be financially committed to the card account.
- 2.3. PARTICIPATING ADDENDUM. For the purpose of this Master Agreement, a Participating Addendum is the document executed between a Participating State and Contractor that enables eligible Purchasing Entities to utilize the Master Agreement. The terms and conditions set forth in the Master Agreement are applicable to any Purchasing Entity except to the extent altered, modified, supplemented, or amended by a Participating Addendum as required by a Participating State's laws, regulations or procedures. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum with the consent of the Participating State and Contractor. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 2.4. PARTICIPATING ADDENDUM CHANGES. Participating Addenda shall not be construed to amend the Master Agreement provisions pertaining to NASPO ValuePoint program requirements.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. SCOPE. Pursuant to this Master Agreement, Contractor is authorized to provide only those goods and/or services set forth in Exhibit A – Commercial Card Products and Exhibit G - Commercial Card Requirements and provide the Rebate/Incentive Share as set forth in Exhibit B – Rebate/Incentive Share. Contractor shall not represent to any Participating State or Purchasing Entity under this Master Agreement that Contractor has contractual authority to provide any goods and/or services beyond those set forth in Exhibit A – Commercial Card Products and Exhibit G - Commercial Card Requirements.
- 3.2. LEAD STATE'S ABILITY TO MODIFY SCOPE OF MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Agreement.

- 3.3. INCENTIVE SHARE ADJUSTMENT. Incentive share and fees shall remain firm and fixed for the term of the Agreement; provided that in the event of a decrease or increase in the Interchange Rates by five percent (5%) or more, U.S. Bank will have the right (but not obligation) to replace the current Rebate/Incentive Share with a new Rebate/Incentive Share proportionate to the change of the revised Interchange Rates. Contractor will provide written justification to the Contract Administrator with validation of the adjustment to the Interchange Rate table; Enterprise Services reserves the right to negotiate a greater incentive share at any time during the life of the Agreement. A greater incentive share must be mutually agreed between the Parties. A Participating State may negotiate the specifics of the Incentive Share Component, but shall not exceed the total basis points offered by the Contractor.
- 3.4. PRICE CEILING. Except as provided in Section 3.3 above, Contractor's Basis Points as set forth in this Master Agreement shall be fixed. Contractor's fees (e.g. overnight card delivery and international transactions) set forth in this Agreement shall be the maximum fees Contractor may charge during the term of the Master Agreement. *See Exhibit E – Supplemental Services.*
- 3.5. MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Agreement, including scope and pricing, to the eligible Participating Entities.

4. REPRESENTATIONS AND WARRANTIES.

- 4.1. **CONTRACTOR REPRESENTATION AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Agreement and at the time any Card User Agreement (CUA) is placed pursuant to this Master Agreement and Participating Addendum. If, at the time of any such agreement, Contractor cannot make such representations and warranties, the Contractor shall not process any additional CUA and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - (a) QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is a validly existing national bank that is authorized and qualified to do business in the State of Washington and all other states of the United States (each, a "U.S. State"), that it possesses documentation that reflects this authorization from the office of the Comptroller of the Currency, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that it will do the equivalent for any U.S. State for which it executes a Participating Addendum.
 - (b) SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - (c) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Agreement and the three (3) year period immediately preceding the award of the Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

- (d) **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Master Agreement and/or any Participating Addendum entered into pursuant to the Master Agreement.
- (e) **EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- (f) **QUALITY OF GOODS AND SERVICES.** Contractor represents and warrants that any goods and/or services provided pursuant to this Master Agreement, shall conform to this Master Agreement and Cardholder User Agreement, and shall be provided in full compliance with applicable law. In addition, Contractor agrees that it will use commercially reasonable efforts to deliver such goods and services in a manner consistent with the portion of Contractor's response to the Competition Solicitation attached as Exhibit G – Commercial Card Requirements; provided that in the event Contractor fails to do so, Enterprise Services' sole remedy shall be to terminate this Agreement after providing Contractor with notice and a reasonable opportunity to cure.
- (g) **NO EFFECT OF ADDITIONAL TERMS AND CONDITIONS.** 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, except that each Purchasing Entity's access and use of U.S. Bank's Access Online web-based application may be subject to the terms and conditions of the applicable "click-through" agreement, as in effect as of February 26, 2020, except that Purchasing Entity shall not be bound by any terms and

conditions that provide for (i) the amendment of such agreement without written consent of both parties, (ii) the indemnification of any party; (iii) the governing law or venue requirements, (iv) the waiver of any applicable statute of limitations period, (v) that incorporate any terms or conditions by reference, or (vi) any term or condition that conflicts with the terms and conditions of this Agreement.

- (h) **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees. Contractor further represents and warrants that it will do the equivalent for any Participating State for which it executes a Participating Addendum.
- (i) **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- (j) **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- (k) **MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Agreement with eligible Participating Entities and ensure that those entities that utilize this Master Agreement are eligible Participating Entities. Contractor understands and acknowledges that neither Enterprise Services nor any Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, the State of Washington, or any Participating or Purchasing Entity in any promotional material without the prior written consent of Enterprise Services.
- (l) **MASTER AGREEMENT TRANSITION.** Contractor represents and warrants that, in the event this Master Agreement or a similar contract, is transitioned to another contractor (e.g., Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of nine (9) months to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and all other Participating Entities.

4.1. **PURCHASING ENTITY AND CONTRACTOR MUTUAL REPRESENTATIONS AND WARRANTIES.** U.S. Bank and Purchasing Entity respectively represent and warrant, at all times during the applicable Participating Addendum or Card User Agreement, that:

- (a) The applicable Participating Addendum or Card Used Agreement constitutes a valid, binding, and enforceable agreement of such party;
- (b) The execution of the Participating Addendum or Card User Agreement and the performance of its obligations under the applicable Participating Addendum or Card User Agreement are within its authorized powers; has been authorized by all

necessary action; and does not constitute a breach of any agreement between itself and any other party;

- (c) It shall comply with all requirements of the applicable Participating Addendum or Card User Agreement;
- (d) It complies with all applicable state, territorial and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities (collectively, "Governmental Regulations") related to the Participating Addendum and its execution and performance of the Participating Addendum will not contravene any Governmental Regulations applicable to it; and
- (e) It possesses the financial capacity to enter into and perform all of its obligations under the Participating Addendum or Card User Agreement.

4.2. PURCHASING ENTITY REPRESENTATIONS AND WARRANTIES. Purchasing Entity represents and warrants, at all times during their Participating Addendum or Card User Agreement, that:

- (a) Purchasing Entity shall use Commercial Cards, and shall instruct its Cardholders to use Commercial Cards, solely for Participating State's or Participant's business purposes;
- (b) Purchasing Entity has received any and all necessary consents from Cardholders prior to providing U.S. Bank with any Cardholder Identification Information;
- (c) The material information provided by Purchasing Entity to U.S. Bank is true, complete, and accurate; and
- (d) No third-party consent or approval, including, without limitation, a lender, is required with respect to the execution of the Participating Addendum, or if any such third-party consent or approval is required, Purchasing Entity has obtained any and all such consents or approvals.

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 Participating State or to any other person or third party, with respect to the Commercial Card program provided by U.S. Bank or its representatives, or with respect to U.S. Bank's Commercial Card management software made available by U.S. Bank to Purchasing Entity or any other person for its use, in connection with this Master Agreement, Participating Addendum or Card User Agreement and any services thereunder.

5. USING THE MASTER AGREEMENT – ESTABLISHING A CARD USER AGREEMENT.

- 5.1. ESTABLISHING A CARD USER AGREEMENT (CUA). Purchasing Entities shall establish a Card User Agreement as described in Exhibit D – Establishing a Card User Agreement or as modified by the Participating State's Participating Addendum in order to receive cards, establish access to the online system, and leverage any other goods and/or services from this Master Agreement.
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Agreement, the Participating Addendum or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor.

- 5.3. ON SITE REQUIREMENTS. Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, or other security requirements required by any Participating State or Eligible Purchaser while on their premises.

6. STATEMENTS & PAYMENT.

- 6.1. CONTRACTOR STATEMENT. Contractor shall submit to Purchasing Entity's designated statement contact properly itemized managing account statements. Such statements shall, upon request by the applicable entity and subject to character space limitations, itemize the following:

- (a) Master Agreement No. 00719
- (b) Participating Addendum No.
- (c) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative); and
- (d) Statement amount.

Statements will not be processed for payment until receipt of a complete statement as specified herein.

- 6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within the earlier of forty-five (45) days of statement or the date required in the applicable Participating State's prompt pay act or similar legislation. If Purchaser fails to make timely payment(s), Contractor may invoice in the amount of up to one percent (1%) per month on the amount overdue or a minimum of \$2, or as otherwise agreed in the applicable Participating Addendum.
- 6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur promptly upon discovery by Contractor or within thirty (30) days of written notice to Contractor; *Provided*, however, that so long as Purchaser is not in monetary default at such time, Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.5. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Agreement.
- 6.6. BILLING DISPUTES; SUSPENSION AND FOREIGN TRANSACTIONS. Any Purchasing Entity shall communicate all disputes regarding Charges or billing for the Commercial Card program within sixty (60) days of the Statement date to Contractor in accordance with the Network operating rules and regulations, identifying the specific items and the basis for such dispute. If the amount owing under a Commercial Card account (other than amounts subject to a bona fide dispute) has not been paid in full when due, the Commercial Card is delinquent. Contractor may suspend any Commercial Card that is delinquent. Contractor may recover any reasonable legal fees and other expenses incurred in collecting any delinquent amounts on a Commercial Card. If a Commercial Card is used for Charges in a currency other than the

billing currency, due to fluctuations in foreign exchange rates, a credit may not be the same amount as the original Charge.

7. MASTER AGREEMENT MANAGEMENT.

- 7.1. MASTER AGREEMENT ADMINISTRATION. The parties hereby designate the following administrators as the respective single points of contact for purposes of this Master Agreement. Enterprise Services' contract administrator shall provide Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Agreement. The parties may change contractor administrators by written notice as set forth in Section 7.4 below.

Enterprise Services

Attn: Team Cypress, Contract 00719
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: DESTeamCypress@des.wa.gov
Tel: (360) 407-2218

Contractor

Attn: CPS Contracts Manager
901 Marquette Ave S
Minneapolis, MN 55402
EP-MN-A175
Tel: (310) 363-5850

- 7.2. CONTRACTOR RELATIONSHIP MANAGER. In each Participating Addendum, Contractor shall designate a Relationship Manager who shall be responsible for addressing Purchaser issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Relationship Manager duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Agreement.
- 7.3. ACCOUNT COORDINATOR. In each Participating Addendum, Contractor shall designate one or more Account Coordinators who shall be responsible for addressing Purchaser issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Account Coordinator duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Agreement.
- 7.4. NOTICES. Any notices required to be delivered under this Agreement shall be in writing and delivered by electronic mail, or by U.S. certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Contractor

Attn: Law Division – Corporate Payment Systems
U.S. Bank National Association
800 Nicollet Mall, Suite 2100
Minneapolis, MN 55402

Notices shall be deemed effective two (2) days after the date of mailing, if sent by U.S. certified mail, or upon acknowledgment from the recipient, if sent by electronic mail.

8. CONTRACTOR SALES REPORTING; ADMINISTRATIVE FEE; & CONTRACTOR REPORTS.

- 8.1. **NASPO VALUEPOINT ADMINISTRATIVE FEE.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter (1/4 or 25%) of one basis point (0.0025% or 0.000025) of the National Annual Volume no later than seventy-five (75) days following the end of the calendar year; provided that NASPO ValuePoint, or its assignee, has provided the necessary payment instructions and signed any associated forms that Contractor reasonably determines is necessary to effectuate such payment. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 8.2. **PARTICIPATING STATE ADMINISTRATIVE FEE.** Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the sum of Standard Volume and Non-Standard Volume.

9. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS. In addition to other reports that may be required by the Master Agreement, Contractor shall provide the following NASPO ValuePoint reports.

- 9.1. **SUMMARY SALES DATA.** Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero (0) sales during a calendar quarter, a report is still required. Reports shall be due no later than sixty (60) days following the end of the calendar quarter (as specified in the reporting tool).
- 9.2. **DETAILED SALES DATA.** Contractor also shall report to Enterprise Services and to NASPO ValuePoint, detailed sales data by: (1) Participating State, (2) Entity/Customer Type, coded as State Government, Local Government, Higher Education, K12, Non-Profit; (3) total number of transactions; (4) total dollar value of transactions. Reports are due on a quarterly basis and must be received by Enterprise Services and NASPO ValuePoint no later than sixty (60) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.
- 9.3. **NATIONAL ANNUAL SALES INCENTIVE REPORT.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator and Enterprise Services Contract Administrator with a National Annual Sales Volume Incentive Report reflecting each State's total annual spend, and National Annual Volume Rebate earned no later than sixty (60) days after the end of the calendar year.

- 9.4. **NASPO VALUEPOINT EXECUTIVE SUMMARY.** Contractor shall provide NASPO ValuePoint an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 9.5. **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of the Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy and otherwise use reports, data and information provided under this section.
- 9.6. **CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.** Participating Addenda, as well as transaction data relating to Orders under this Master Agreement that identify the entity/customer, transaction dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Except as required by law, Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of purchase transactions under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

10. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW.

- 10.1. **NASPO VALUEPOINT COOPERATIVE PROGRAM.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 10.2. **LOGOS.** NASPO ValuePoint logos may not be used by the Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 10.3. **ANNUAL CONTRACT REVIEW.** Contractor agrees to participate in an annual contract performance review at a location selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

11. RECORDS RETENTION & AUDITS.

- 11.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Card User Agreements (CUA) entered into by Participating or Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Participating or Purchasing Entity

against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly issued the Purchasing Entity the applicable rebate/incentive share. Accordingly, Contractor shall permit Enterprise Services, any Participating or Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or agreements entered into by Participating and/or Purchasing Entities under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any account under this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.3. UNDERPAYMENT OF REBATE/INCENTIVE SHARE. Without limiting any other remedy available to any Participating or Purchasing Entity, in the event of a material underpayment of the Rebate/Incentive Share, in addition to compensating such Participating or Purchasing Entity for the deficiency, Contractor shall reimburse such Participating or Purchasing Entity for its reasonable out-of-pocket expenses incurred to discover and calculate the amount of such deficiency, or twenty-five (25%) of the amount of the deficiency, whichever is less.

12. INSURANCE.

- 12.1. REQUIRED INSURANCE. During the term of this Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in Exhibit C – Insurance Requirements.
- 12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers' compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If 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, Enterprise Services may terminate this Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. INSURANCE CERTIFICATE. Prior to commencement of performance and annually thereafter, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentation evidence acceptable to the Lead State that (1) names the participating States identified in the Competitive Solicitation as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

13. PUBLIC INFORMATION. This Master Agreement, all related documents, and all records created as a result of the Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or 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 protected or exempt from disclosure.

14. CLAIMS

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with Contractor's operations under this Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Agreement, even if not attributable to negligence by Contractor or its agents.
- 14.2. THIRD-PARTY CLAIMS; INDEMNITY.** Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all third-party claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any negligent or wrongful act or omission of Contractor or its successors, agents, and subcontractors under this Master Agreement, except to the extent such claims are caused by Enterprise Services or any Purchasers' negligence or wrongful act or omission. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. THIRD- PARTY CLAIMS; INDEMNITY - INTELLECTUAL PROPERTY.** Contractor shall defend, indemnify and hold harmless Enterprise Services and any Purchaser, along with their officers and employees, from and against claims, damages or causes of action including reasonable attorney fees and related costs arising out of the claim that Contractor's operations/products or their use, infringes Intellectual Property rights of any person or entity.
- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- (a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) Specified by the Contractor to work with the Product; or

(c) Reasonably required, in order to use the product in its intended manner, and in the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system, or method.

- (2) The indemnified party shall notify the Contractor within a reasonable time after receiving notice of an intellectual property claim. Even if the indemnified party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the intellectual property claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any intellectual property claim, it shall have no control over the defense and settlement of it. However, the indemnified party must consent in writing for any money damages or obligations for which it may be responsible. The indemnified party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the intellectual property claim, the indemnified party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the indemnified party in the pursuit of the intellectual property claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

- 14.4. **THIRD-PARTY CLAIMS; INDEMNITY: NASPO.** Contractor's indemnity obligations set forth above shall extend to an obligation to defend, indemnify, and hold harmless, NASPO and NASPO ValuePoint) to the same extent as Enterprise Services and any Purchaser.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. DEFAULTS AND REMEDIES.

- 16.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Agreement immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Agreement, until such obligations have been fulfilled.

- 16.2. **CONTRACTOR DEFAULT.** Each of the following events shall constitute default of this Master Agreement and Participating Addendum by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Agreement;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 16.3. **PURCHASING ENTITY DEFAULT.** Any Purchasing Entity will be in default of the applicable Participating Addendum or Card User Agreement upon the occurrence of any of the following events (each, a "Purchasing Entity Default"):
- (a) any material violation of its obligations set forth in or the applicable security, confidentiality, or intellectual property sections as set forth in the Master Agreement;
 - (b) any failure to make a payment on any Commercial Cards as set forth in the applicable billing and payment sections;
 - (c) any material default of any other agreement between U.S. Bank and Purchasing Entity that has not been cured in the time specified in the applicable agreement;
 - (d) any representations or warranties that fail to be true and correct at any time during the term;
 - (e) any material violation of any other covenants, conditions, or provisions set forth in the Master Agreement or applicable Participating Addendum or Card User Agreement;
 - (f) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Purchasing Entity or any guarantor of Purchasing Entity's obligations hereunder (a "Guarantor");
 - (g) Purchasing Entity's or Guarantor's merger or amalgamation where it is not the surviving entity;
 - (h) Purchasing Entity's or Guarantor's sale, or transfer of all or substantially all of its assets; or
 - (i) a Guarantor, if any, revokes its guaranty of Purchasing Entity's Obligations.
- 16.4. **PURCHASING ENTITY CURE PROCESS.** Purchasing Entity shall cure any Purchasing Entity Default arising under Section 16.3. (a) within five (5) days after notice of a Purchasing Entity Default. Purchasing Entity shall cure any Purchasing Entity Default arising under Section 16.3. (b), (c), (d) and (e) within thirty (30) days notice of a Purchasing Entity Default. Notwithstanding the foregoing, a Purchasing Entity Default of Section 6.1 of this Exhibit H or a Purchasing Entity Default arising under Sections 16.3(f), (g), (h) or (i) shall not be entitled to notice or the right to cure and U.S. Bank may immediately terminate this Participating Addendum as a result of any such default. U.S. Bank shall cure any U.S. Bank Default arising under Section 16.2(a) or (b) within thirty (30) days after notice of a U.S. Bank Default. U.S. Bank shall not be entitled to cure a U.S. Bank Default under Section 16.2(c).

- 16.5. **CONTRACTOR REMEDIES FOR PURCHASING ENTITY DEFAULT.** Upon the occurrence of a Purchasing Entity Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, U.S. Bank may: (i) immediately terminate the Purchasing Entity's Participating Addendum or Card User Agreement, or suspend or cancel any Commercial Cards issued thereunder; (ii) retain and will not be required to pay Purchasing Entity any amounts then due pursuant to the Participating Addendum or Card User Agreement (other than a return of prefunded amounts not applied to outstanding obligations) until such default is cured by Purchasing Entity; and (iii) demand and recover payment of any damage amount directly or indirectly related to any Purchasing Entity Default, including any fees or losses sustained by U.S. Bank, and any reasonable court and legal costs incurred by U.S. Bank to exercise its rights or remedies under this Section 5. If Purchasing Entity violates its obligations under Section 7 of Exhibit G - Commercial Card Requirements to the Master Agreement (Security; Confidentiality and Intellectual Property), in the addition to the foregoing, U.S. Bank is entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because U.S. Bank's remedies at law may be inadequate to protect U.S. Bank against immediate and irreparable harm caused by any anticipated or actual breach of Participating State's obligations as set forth in Section 7 of Exhibit G - Commercial Card Requirements to the Master Agreement (Security; Confidentiality and Intellectual Property) and because damages resulting from such a breach may be difficult to ascertain. Any delay or failure on the part of U.S. Bank to take action upon the occurrence of a Purchasing Entity Default shall not constitute a course of dealing on the part of U.S. Bank, shall not constitute a waiver of such Purchasing Entity Default or prevent U.S. Bank from taking action on such Purchasing Entity Default or any other Purchasing Entity Default in the future. For the avoidance of doubt, the adjustment of the credit limits or controls described in Exhibit D - Establishing a Card User Agreement to the Master Agreement (including requiring prefunding) are independent rights and are not dependent upon the existence of a Purchasing Entity Default.
- 16.6. **ENTERPRISE SERVICES REMEDIES FOR CONTRACTOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Agreement are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law subject to Section 16.4 of this Master Agreement.
- 16.7. **PURCHASING ENTITY REMEDIES FOR CONTRACTOR DEFAULT.** Upon the occurrence of a U.S. Bank Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Purchasing Entity may: (i) immediately terminate their Participating Addendum or Card User Agreement, as applicable; and (ii) demand and recover payment of any damage amount directly related to any U.S. Bank Default. If U.S. Bank violates its obligations under Section 7 of Exhibit G - Commercial Card Requirements to the Master Agreement (Security; Confidentiality and Intellectual Property), in the addition to the foregoing, Purchasing Entity is entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because Purchasing Entity's remedies at law may be inadequate

to protect Purchasing Entity against immediate and irreparable harm caused by any actual breach of U.S. Bank's obligations as set forth in Section 7 of Exhibit G - Commercial Card Requirements to the Master Agreement (Security; Confidentiality and Intellectual Property), and because damages resulting from such a breach may be difficult to ascertain. Any delay or failure on the part of Purchasing Entity to take action upon the occurrence of a U.S. Bank Default shall not constitute a course of dealing on the part of Purchasing Entity, shall not constitute a waiver of such U.S. Bank Default or prevent Purchasing Entity from taking action on such U.S. Bank Default or any other U.S. Bank Default in the future. For the avoidance of doubt, only the Participating State shall have the ability to terminate the Participating Addendum as set forth under this Section.

- 16.8. CUMULATIVE REMEDIES. Except as expressly provided elsewhere in the Master Agreement and Participating Addendum, each party's rights and remedies under the Master Agreement and Participating Addendum are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- 16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for consequential, special, indirect, exemplary or punitive damages (including lost profits, even if such party had been notified of the potential for such damages).
- 16.10. ENTERPRISE SERVICES GOVERNMENTAL TERMINATION.
- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchasing Entity or Purchasing Entity from payment for purchases on account as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchasing Entity or Purchasing Entity shall have any obligation or liability to Contractor.
 - (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Agreement; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchasing Entity or Purchasing Entity from payment for purchases on account as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchasing Entity or Purchasing Entity shall have any obligation or liability to Contractor.
- 16.11. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or

termination. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

- 16.12. **AGREEMENT TERM.** During the term, neither U.S. Bank nor Purchasing Entity may terminate the applicable Participating Addendum or Card User Agreement, except by mutual consent or as otherwise provided in the Master Agreement or applicable Participating Addendum.
- 16.13. **PARTICIPATING ADDENDUM OR CARD USER AGREEMENT TERMINATION BY CONTRACTOR.** In addition to any rights arising under this Master Agreement, U.S. Bank may terminate the applicable Participating Addendum or Card User Agreement (i) upon thirty (30) days' prior written notice to Purchasing Entity, if there has been no material activity on Commercial Cards for any twelve (12) consecutive month period; or (ii) at any time upon one-hundred and twenty (120) days' prior written notice.
- 16.14. **PARTICIPATING ADDENDUM OR CARD USER AGREEMENT TERMINATION BY PURCHASING ENTITY.** In addition to any rights arising under this Master Agreement, Purchasing Entity may terminate the applicable Participating Addendum or Card User Agreement (i) at any time upon sixty (60) days' prior written notice; provided, however, that Purchasing Entity remains liable for any Obligations incurred prior to the effective date of termination; or (ii) upon thirty (30) days' prior written notice in the event Purchasing Entity fails to appropriate or allocate sufficient funds to perform under the Agreement; provided, however, that Purchasing Entity remains liable for all Obligations incurred prior to the effective date of termination. For the avoidance of doubt, only the Participating State shall have the ability to terminate the applicable Participating Addendum as set forth in this Section.
- 16.15. **REGULATORY SUSPENSION AND TERMINATION BY CONTRACTOR.** U.S. Bank may immediately, (i) suspend or cancel any Commercial Card if U.S. Bank is unable to verify the identity of the Cardholder or owner of the Commercial Card based on the Identification Information submitted to U.S. Bank, or if U.S. Bank is unable to verify that providing services to a Cardholder or Purchasing Entity does not pose a risk to U.S. Bank of violating any applicable law, statute, or regulation; and (ii) terminate the applicable Participating Addendum or Card User Agreement if U.S. Bank, in its sole discretion, determines the provision of any of the services under the applicable Participating Addendum or Card User Agreement is counter to any existing, new, or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.
- 16.16. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. GENERAL PROVISIONS.

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Agreement.
- 17.2. **FORCE MAJEURE.**
 - (a) Except for any duty arising under their Participating Addendum or Card User Agreement to make payments, neither Purchasing Entity or Contractor is responsible for delays or failures in performance resulting from acts of God, acts of civil or military

authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party suffering the force majeure event will (i) implement its applicable disaster recovery plan to the extent appropriate and practicable; (ii) give the other party written notice within three (3) business days to the other specifying such force majeure event and their detailed plan to resume normal operations of the occurrence of a force majeure event; (iii) use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and (iv) provide periodic updates to the other party regarding its efforts to re-commence performance, until performance has re-commenced in accordance with this Participating Addendum.

- (b) Either party may terminate the Participating Addendum, upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations, as a direct result of a force majeure event, for more than thirty (30) consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.

- 17.3. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. The parties will maintain compliance with all statutes and regulations applicable to the products and services contemplated under the Participating Addendum, including all economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union or Canada and U.S. Bank's policies related thereto. U.S. Bank may require Identification Information for Purchasing Entity, and any authorized signers, beneficial owners, Cardholders or directors of Purchasing Entity. Purchasing Entity shall promptly provide any such required Identification Information to U.S. Bank.

Purchasing Entity shall comply with, and shall cause its Cardholders to comply with the following regulations and terms and conditions to the extent applicable to the Commercial Card program or the products and services provided pursuant to the Participating Addendum:

- (a) CLEARING HOUSE OPERATING REGULATIONS. Any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules, Guidelines of the Canadian Payments Association (Payments Canada) operating rules and guidelines, or any related or successor operating rules;
- (b) NETWORK OPERATING REGULATIONS. Network operating rules and regulations; and
- (c) END USER AGREEMENTS. Each Cardholder may receive and must agree to any and all applicable Cardholder Agreement, Cardholder Agreement, Privacy Agreement, or End User License Agreement that governs the use of a Commercial Card (collectively, the "End User Agreements"). U.S. Bank may amend the End User Agreements from time to time without notice to the Cardholder. U.S. Bank will provide Cardholders with notice of any material change to the End User Agreements.

- 17.4. INTEGRATED AGREEMENT. This Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 17.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Agreement or any Participating Addendum may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.6. AUTHORITY. Each party to this Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Agreement and that its execution, delivery, and performance of this Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Agreement. Neither party is an agent of the other party nor authorized to obligate it. The relationship between the parties is that of independent contractors. Nothing contained in the Master Agreement or Participating Addendum creates an agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.
- 17.8. ASSIGNMENT. Contractor may not assign its rights under this Master Agreement or any Participating Addendum without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Agreement, Participating Addendum, or any Card User Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Agreement notwithstanding any prior assignment of its rights. For the purposes of this Section, the following shall not be considered an assignment, transfer or delegation and, in no event, require Enterprise Services' or a Purchasing Entity's approval or notice: (a) U.S. Bank's going from a publicly held corporation to a privately held corporation; (b) any public offering of U.S. Bank's stock; or (c) any change in ownership of U.S. Bank's stock.
- Purchasing Entity shall not assign or otherwise transfer or delegate its rights, obligations, or duties under this Participating Addendum without U.S. Bank's prior written approval at its sole discretion. For the purposes of this provision, "transfer" refers to a merger, acquisition, consolidation, divestiture, change in control, asset transfer, amalgamation, proceeding under bankruptcy laws, or any other transfer, reorganization, or sale (in whole or in part) of Purchasing Entity. To the fullest extent not prohibited by applicable law, Participating State will notify U.S. Bank in advance of any material change (and if prohibited, within fifteen (15) days after such change) to any information provided to U.S. Bank at any time concerning Purchasing Entity's primary business, legal organization (e.g., partnership, corporation, etc.) or any change resulting from a transfer as described above. Participating State shall promptly provide any information requested by U.S. Bank associated with the request for approval.
- 17.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or

cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action. Contractor irrevocably assigns to a state Purchasing Entity outside the State of Washington any claim for relief or cause of action as described in this subsection, and the same right to control such litigation, in connection with any goods and/or services provided in the Purchasing Entity's state.

- 17.11. SEVERABILITY. If any provision of this Master Agreement or any Participating Addendum is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of the Master Agreement or Participating Addendum, and to this end, the provisions of the Master Agreement or Participating Addendum are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Agreement or the Participating Addendum.
- 17.12. WAIVER. Failure of U.S. Bank, a Participating State, or a Purchasing Entity to insist upon the strict performance of any of the terms and conditions of the Master Agreement and Participating Addendum, or failure to exercise any rights or remedies provided therein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Agreement or any Participating Addendum, nor shall any purported oral modification or rescission of this Master Agreement or any Participating Addendum by either U.S. Bank, a Participating State, or a Purchasing Entity operate as a waiver of any of the terms hereof. No waiver by U.S. Bank, a Participating State, or a Purchasing Entity of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 17.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Agreement and any Participating Addendum and Card User Agreement, and any other terms that expressly or by implication are intended to survive the termination of the Master Agreement or Participating Addendum, shall survive and remain in effect following the expiration or termination, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Master Agreement or order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Purchasing Entity or Purchasing Entity's State.
- 17.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Agreement, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or

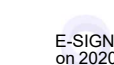
action concerning this Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Master Agreement, any Participating Addendum, or any act of the lead State, a Purchasing Entity, or Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Agreement and the Participating ADDENDUM shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Agreement. Each party and its counsel has reviewed and revised this Master Agreement and Participating Addendum and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Agreement and Participating Addendum. Each term and provision of this Master Agreement and Participating Addendum to be performed by either party shall be construed to be both a covenant and a condition.
- 17.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Agreement.
- 17.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Agreement in their entirety.
- 17.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Agreement and Participating Addendum are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Agreement or Participating Addendum nor the meaning of any provisions hereof.
- 17.22. **NO THIRD-PARTY BENEFICIARIES OR CLAIMS.** Except as stated in the Master Agreement or any Participating Addendum, with reference to any successors or assigns, any services provided pursuant to the Participating Addendum are for the sole and exclusive benefit of Participating State. No provision of the Participating Addendum is intended to be a third-party beneficiary contract or to create or vest any third-party beneficiary rights, interests, or privileges in favor of any entity other than U.S. Bank and its affiliates and Participating State.

- 17.23. SET-OFF. U.S. Bank may set-off any amounts Purchasing Entity owes to U.S. Bank, pursuant to the applicable Participating Addendum or Card User Agreement, against any amounts due to Purchasing Entity by U.S. Bank (not to include any fraud or valid disputed transactions) pursuant to the applicable Participating Addendum or Card User Agreement.
- 17.24. DELEGATION. To the extent necessary to provide the Commercial Card program, U.S. Bank may delegate its duties herein to one or more third parties without Purchasing Entity's consent or approval, so long as U.S. Bank remains responsible and liable for the conduct of and payment to any such third parties.
- 17.25. WAIVER OF JURY TRIAL. Participating State and U.S. Bank hereby waive all rights to trial by jury in any proceeding relating to this Participating Addendum.
- 17.26. ELECTRONIC SIGNATURES. A signed copy of this Master Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Agreement or such other ancillary agreement for all purposes.
- 17.27. COUNTERPARTS. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  E-SIGNED by Corinna Cooper
on 2020-11-12 22:22:57 GMT

Name: Corinna Cooper

Its: Statewide Enterprise
Procurement Manager

U.S. BANK NATIONAL ASSOCIATION,
A DELAWARE CORPORATION

By:  E-SIGNED by Brad Hoffelt
on 2020-11-12 15:29:56 GMT

Name: Brad Hoffelt

Its: Senior Vice President

EXHIBIT A**COMMERCIAL CARD PRODUCTS**

This Exhibit outlines the Commercial Card products available under the Master Agreement.

CARD TYPES - VISA		
Payment Solution	Liability Offered	Billing Option
Declining Balance Card/ Managed Spend Card	Commercial Liability	Corporate Bill/Corporate Pay Central Billed Accounts (CBA)
Emergency Card	Commercial Liability	Corporate Bill/Corporate Pay
One Card/Integrated Cards	Commercial Liability	Corporate Bill/Corporate Pay Individual Bill (IBA)/Individual Pay Individual Bill (IBA)/Corporate Pay Central Billed Accounts (CBA)
Purchase Card	Commercial Liability	Corporate Bill/Corporate Pay Individual Bill (IBA)/Individual Pay Individual Bill (IBA)/Corporate Pay Central Billed Accounts (CBA)
Travel Card	Commercial Liability	Corporate Bill/Corporate Pay Individual Bill (IBA)/Individual Pay Individual Bill (IBA)/Corporate Pay Central Billed Accounts (CBA)
Travel Card	Individual Liability Joint & Several Liability	Individual Bill (IBA)/Individual Pay Individual Bill (IBA)/Corporate Pay
Electronic Payable/Single Use Accounts/Virtual Card	Commercial Liability	Corporate Bill/Corporate Pay
SUPPLEMENTAL SOLUTIONS		
Payment Solution	Liability Offered	Billing Option
Ghost Cards (Available on all card types)	Commercial Liability	Corporate Bill/Corporate Pay
Event Planner Card	Commercial Liability	Corporate Bill/Corporate Pay Central Billed Accounts (CBA)
Travel Virtual Pay	Commercial Liability	Corporate Bill/Corporate Pay

- 1. DECLINING BALANCE CARD/MANAGED SPEND CARD.** The U.S. Bank Declining Balance Card/Managed Spend Card is an efficient way to manage outlying expenses. The U.S. Bank managed spend card is a flexible payment tool that can support a variety of budgetary requirements. Similar to traditional purchasing or travel card programs, managers can customize controls (i.e., cash guidelines and merchant category code blocking) while setting firm credit limits and/or fund expiration dates.
- 2. EMERGENCY CARD.** U.S. Bank's Emergency Card offer seamless integration so the Participating State or Purchasing Entity can focus attention on maintaining operations and pursuing the restoration of services. This program is designed to assist employees in facilitating their recovery efforts during hurricanes, floods, fires, power outages and other crises. Spending limits and controls are pre-set to

match policies for the Participating States and Purchasing Entities, as well as the individual payment needs of employees. We recognize that in most cases emergency response cards may remain inactive for a long period. As an added feature, U.S. Bank emergency response cards will not purge from the system because of inactivity to ensure Participating States and Purchasing Entities have access when an emergency arises.

- 3. ONE CARD/INTEGRATED CARDS.** The U.S. Bank One Card program unites the power of the U.S. Bank Purchasing Card and U.S. Bank Corporate Travel Card. Increase efficiencies, improve controls and provide employees with the convenience they are looking for. The One Card/Integrated Card program allows participants to manage travel and procurement transactions with one process, one staff, and one bill. Additional features include:

- Current accounting system integration
- Definable individual credit limits
- Automatic travel insurance and emergency Travel services
- Enhanced data capabilities

- 4. PURCHASE CARD.** The U.S. Bank Purchasing Card streamlines the purchasing process and empowers individual supply chain management strategies. By using U.S. Bank purchase cards to place orders, the costs associated with processing requisitions, purchase orders and check requests are dramatically reduced. The program simplifies and enhances all aspects of the purchasing process, including policy compliance, vendor negotiations, transaction monitoring, security, reporting and payment. Additional features include:

- Worldwide acceptance
- Transaction and spend limits
- Comprehensive spend reporting
- Enhanced data capabilities
- Financial systems integration
- Tax and compliance management tools

- 5. CORPORATE TRAVEL CARD.** The U.S. Bank Corporate Travel Card is a comprehensive, simplified way to monitor and control corporate travel and entertainment (T&E) expenses. Because the program is flexible and widely accepted, it can be easily tailored to meet the specific needs of the organization. The corporate travel card offers extensive reporting functions that can yield valuable information to help monitor T&E spending as well as aid with vendor negotiations. U.S. Bank corporate travel card also includes:

- Comprehensive travel benefits
- Electronic expense reporting integration
- Flexible billing and CTS capability
- 24/7/365 customer service support
- Worldwide acceptance and access to global cash advance systems
- Effective VAT reclaim solutions

The corporate travel card comes with the following liability options listed below. It should be noted, in U.S. Bank's current agreement with the State, Individual Liability is referred to as Joint and Several Liability and Contingent Liability.

- **Commercial Liability**—The Participating State or Purchasing Entity is solely liable to U.S. Bank for payment of all charges.
- **Individual Liability**—The Cardholder is solely liable for payment of all charges on their account. The Participating State or Purchasing Entity agrees to reimburse the Cardholder or to pay U.S. Bank directly for legitimate business expenses charged to the account.
- **Joint & Several Liability**— The Participating State or Purchasing Entity and

individual Cardholders are responsible for payment of all charges incurred on their accounts. However, if a Cardholder does not pay according to the payment terms, the Participating State or Purchasing Entity is responsible for payment of all charges.

6. **ELECTRONIC PAYABLE/SINGLE USE ACCOUNTS/VIRTUAL CARD.** The U.S. Bank Virtual Pay (Electronic Payable/Single-Use Accounts/Virtual Card) functionality is a natural progression of Purchase Card/One Card/Travel Card solutions. By replacing checks and paper-based processes with virtual accounts, Virtual Pay streamlines payments to provide cost-saving solutions. At no cost to NASPO participants, Virtual Pay provides tools, resources, flexibility and a dedicated Supplier Enrollment team to help Participating States and Purchasing Entities reduce payment costs, increase efficiencies and generate rebate revenue. Virtual Pay cardless account numbers can be set to a specific supplier, date range and payment amount. Payments are processed only after the Participating State or Purchasing Entity approves them, providing complete control over the accounts payable process. Virtual Pay is also offered for T&E programs and provides several payment options, including:
 - **Pre-Authorized Limits**—Under this option, we dynamically raise credit limits on supplier-dedicated accounts from zero to the approved amount.
 - **Single-Use Accounts**—This option assigns unique account numbers (Single-Use Accounts) to each approved payment transaction. In addition, Single-Use Accounts simplify reconciliation through the one-to-one relationship of the account number to the posted transaction.
 - **Precise Pay**—The Precise Pay functionality within U.S. Bank Virtual Pay drives greater control and auto reconciliation by controlling the payment amount that may be authorized from suppliers on Single-Use Accounts down to the penny.
 - **Mobile On-Demand Single-Use Accounts**—U.S. Bank was the first bank with virtual cards rendered in a mobile app. Users can request single-use virtual card accounts and have them delivered to their mobile devices to make payments.
 - **Straight-Through Processing**—The payment is automatically processed for the supplier with the payment being deposited into their merchant account.
7. **GHOST CARD.** The Ghost Card is an extension of the U.S. Bank Purchase Card, One Card and Corporate Travel Card solutions. Program Administrators may establish cardless accounts within any payment solution category for the purpose of strategic purchasing. Examples include department cards, supplier cards, AP cards, event planning, emergency cards, etc.
8. **EVENT PLANNER CARD.** The U.S. Bank Event Planner Card allows select individuals the authority to make high limit and non-traditional purchases. This account, created in response to client demand, allows event planning staff the purchasing flexibility they need without forfeiting the convenience, reporting benefits and rebate potential associated with the commercial card program.
9. **TRAVEL VIRTUAL PAY.** Travel Virtual Pay integrates virtual payment technology with the travel booking process, applying a unique virtual account number to every booking to facilitate automated matching of booking data with associated financial transactions. Travel Virtual Pay single-use account numbers can be set to specific criteria to match the booking authorization, enhancing control over travel expenses.

Exhibit B

REBATE/INCENTIVE SHARE

This Exhibit outlines the Rebate/Incentive Share components under the Master Agreement.

INCENTIVE SHARE COMPONENTS/PAYMENTS

- 1. REBATE/INCENTIVE SHARE #1 – STANDARD VOLUME INCENTIVE.** Each Purchasing Entity will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

$(\text{Quarterly Total Volume} - \text{Quarterly Non-Standard Volume}) \times \text{basis points} = \text{Quarterly Standard Volume Incentive.}$

Basis Points: 135

- 2. REBATE/INCENTIVE SHARE #2 – NON-STANDARD VOLUME INCENTIVE.** Each Purchasing Entity will receive a basis point (percentage) of their quarterly non-standard sales volume. Non-Standard sales volume includes Large Ticket (LT) and Merchant Negotiated Interchange (MNI) Transactions. The formula for calculating the Non-Standard Volume Incentive is:

$(\text{Large Ticket Quarterly Volume} \times \text{Large Ticket basis points}) + (\text{Merchant Negotiated Interchange Quarterly Volume} \times \text{Merchant Negotiated Interchange basis points}) = \text{Quarterly Non-Standard Volume Incentive.}$

Large Ticket Purchases Basis Points: 135

Merchant Negotiated Interchange Basis Points: 135

- 3. REBATE/INCENTIVE SHARE #3 – PROMPT PAYMENT INCENTIVE.** Each Purchasing Entity will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

$\text{Quarterly Total Volume} \times \text{Basis Points for Entity Average Client-held Days} = \text{Quarterly Prompt Payment Incentive.}$

U.S. Bank will calculate the "average Client-held Days" by dividing the sum of daily balances during each Quarter by the Quarterly Total Volume (plus cash-advances), subtracting 15 from the result, and rounding up to the next whole number.

Note: The payment terms for the Master Agreement is forty-five (45) days.

Basis Points Offered:

Avg Client-held Days	Basis Points	Avg Client-held Days	Basis Points	Avg Client-held Days	Basis Points
1	44.0	16	29.0	31	14.0
2	43.0	17	28.0	32	13.0
3	42.0	18	27.0	33	12.0
4	41.0	19	26.0	34	11.0
5	40.0	20	25.0	35	10.0
6	39.0	21	24.0	36	9.0
7	38.0	22	23.0	37	8.0
8	37.0	23	22.0	38	7.0
9	36.0	24	21.0	39	6.0
10	35.0	25	20.0	40	5.0
11	34.0	26	19.0	41	4.0
12	33.0	27	18.0	42	3.0
13	32.0	28	17.0	43	2.0
14	31.0	29	16.0	44	1.0
15	30.0	30	15.0	45	0.0

- 4. INCENTIVE SHARE #4 – NATIONAL ANNUAL VOLUME INCENTIVE.** Each Participating State will receive an incentive based on their contribution to the National Annual Volume (total annual sales for all Participating States/Purchasing Entities). The Basis Point rate is determined by the National Annual Volume (total annual sales for all Participating States/Purchasing Entities). The formula for calculating the National Annual Volume Incentive is:

Annual Volume X basis points = National Annual Volume Incentive.

Basis Points Offered:

National Annual Volume	Basis Points
\$500,000,000 – \$2,000,000,000	34.75
\$2,000,000,001– \$3,000,000,000	34.75
\$3,000,000,001– \$4,000,000,000	34.75
\$4,000,000,001– \$5,000,000,000	34.75
\$5,000,000,001+	34.75

- 5. CONDITIONS.** To be eligible for and to retain a Rebate/Incentive Share, the Participating State and applicable Purchasing Entity must (i) have a Participating Addendum or Card User Agreement in effect at the end of the quarter in which a Rebate/Incentive Share is earned, and (ii) neither the Participating State nor the Purchasing Entity (if applicable) shall be subject to an uncured default at the time the Rebate/Incentive Share payment is due for such quarter. If the Participating State or Purchasing Entity fails to satisfy the conditions of this section at the time of the scheduled Rebate/Incentive Share payment, U.S. Bank will not be required to pay the Participating State or Purchasing Entity a Rebate/Incentive Share payment for such quarter. If the Purchasing Entity's final Rebate/Incentive Share is a negative amount, the Purchasing Entity shall reimburse U.S. Bank up to the amount of Rebate/Incentive Share U.S. Bank has previously paid to the Purchasing Entity.

- 6. REBATE/INCENTIVE SHARE PAYMENT.** U.S. Bank will pay each Purchasing Entity's Rebate/Incentive Share payments within sixty (60) days after the completion of the applicable quarter, except in the case of the National Annual Volume Incentive, which shall be paid within sixty (60) days after the completion of the calendar year. The final Rebate/Incentive Share payment to a Purchasing Entity will be made after the Purchasing Entity satisfies all Obligations and provides written instructions to U.S. Bank to close all Commercial Card accounts. U.S. Bank may retain and will not be required to pay a Rebate/Incentive Share payment to a Purchasing Entity if such payment is less than \$75.00. U.S. Bank will not carry forward any Rebate/Incentive Share payments less than \$75.00.

Payment can be made via account credit, mailed check, ACH or EFT payment (via standard or non-standard format) as determined in the applicable Participating Addendum.

- 7. PRIOR PARTICIPATING ADDENDUM.** If a Participating State has executed a Participating Addendum to the Commercial Card Solution, Washington State Contract #00612 Category 1 (as amended, supplemented or otherwise modified from time to time, the "**Prior NASPO Bankcard Agreement**"), any Purchasing Entities participating under the Prior NASPO Bankcard Agreement will continue to have an opportunity to earn a rebate pursuant to the terms and conditions of the Prior NASPO Bankcard Agreement for the Quarter preceding the first Quarter under an applicable Participating Addendum, and the Prior NASPO Bankcard Agreement will terminate on the first day of the first Quarter under a Participating Addendum.

Exhibit C**INSURANCE REQUIREMENTS**

1. INSURANCE OBLIGATION. During the Term of this Master Agreement, Contractor shall maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Agreement.
- b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) included coverage for all owned, hired, and non-owned vehicles. The combined limit per occurrence shall not be less than \$1,000,000.
- c. **WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP).** Contractor shall comply with applicable Workers' Compensation or Industrial Accident Insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident.
- d. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional Liability insurance in the amount of not less than \$4,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of negligent acts, errors, and omissions related to this Master Agreement.
- e. **CRIME INSURANCE/EMPLOYEE DISHONESTY.** Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverage for State of Washington and/or purchaser owned property in the care, custody, and control of Contractor, including computer fraud. Coverage limits shall not be less than \$2,000,000.
- f. **CYBER RISK LIABILITY INSURANCE.** Cyber Risk Insurance limits are \$4,000,000 annual aggregate.

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

A cross-liability clause or separation of insured condition shall be included in all general liability policies required by this Master Agreement.

2. INSURANCE CARRIER RATING. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 3. ADDITIONAL INSURED.** The Commercial General Liability insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
- 4. CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All certificates of insurance shall include the Master Agreement number stated on the cover of this Master Agreement.
- 5. PRIMARY COVERAGE.** Contractor's General Liability and Automobile Liability insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. The General Liability and Automobile Liability insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
- 6. SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 7. WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the General Liability and Automobile Liability insurance specified herein.
- 8. NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation of General liability, Automobile Liability or Workers Compensation insurance coverage, without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Agreement number stated on the cover of this Master Agreement.

Exhibit D**ESTABLISHING A CARD USER AGREEMENT**

This Exhibit explains the process and documentation for establishing an account for an individual Purchasing Entity. Participating States may edit this process via the Participating Addendum.

- 1. NEW ACCOUNT SETUP.** U.S. Bank has a designated sales team that processes all NASPO ValuePoint applications, ensuring knowledgeable support during the contracts and credit qualification process. U.S. Bank's sales team is available from 8:00 a.m. to 5:00 p.m., local time, to respond to questions about the program features, benefits, systems, processes, and can even assist them in filling out the application and required documentation if questions arise.

Any new Participating State or Purchasing Entity joining the program would go through U.S. Bank's tailored implementation approach. We will host an initial kick off meeting with the State or Purchasing Entity to further understand the program as well as discuss goals, objectives and needs. U.S. Bank will deliver a detailed project plan and initial timeline and regular project meetings will be established. Throughout the process, the Implementation Team provides guidance regarding the available features and functionality for the Participating State or Purchasing Entity's program. Testing will be conducted to validate program requirements, connectivity and files prior to going live. After successful testing and a go-live decision, cards will be issued and files will move into production. When the implementation project closes, the State's Relationship Manager will schedule regular account review meetings to discuss program performance, additional training opportunities, spend and rebate statistics, trend analyses, potential for program growth and measurement of any additional program goals. Additionally, a designated Account Coordinator is available for daily servicing and support.

Existing Participating States or Purchasing Entities who desire to add a new product or program (such as Virtual Pay) will follow the same implementation strategy defined above. Program Administrators who simply want to add a new Managing Account to their existing program can reach out to their designated Account Coordinator for assistance.

- 2. CREDIT CHECKS FOR NEW PARTICIPATING STATE OR PURCHASING ENTITY.** For an existing Participating State (Washington, California, Oregon, etc.) U.S. Bank does not perform credit checks on State Agency Purchasing Entities prior to adding accounts for this program, because the overall Participating State is already credit qualified. If a Local Government Purchasing Entity were to join within an existing Participating State, they will go through U.S. Bank's standard credit qualification process.

For new Participating States who might join in 2021 or later (Colorado, South Dakota, etc.), the Participating State would go through U.S. Bank's standard credit qualification process. U.S. Bank would require three (3) years of audited financial statements on or before one hundred eighty (180) days after the end of the fiscal year. If satisfactory financial information can be found on the website of the entity, U.S. Bank will not require this information be provided. Upon execution of the contract, and upon completion of the credit review, and All Contingencies Satisfied (ACS) status would be issued. If a Local Government Purchasing Entity were to join within an existing Participating State, they will also go through U.S. Bank's standard credit qualification process. It should be noted; U.S. Bank will obtain a credit score on Individual Liability Cardholders after their first use date. These credit

scores are obtained with a soft credit check, and do not affect any scoring models. The only time we would not setup an account is if the Cardholder had a previous charge-off with U.S. Bank Corporate Payment Systems with a current balance. A Purchasing Entity must provide Identification Information for any Cardholder with Individual Liability. Prior to providing Identification Information of any Cardholder with Individual Liability, Purchasing Entity shall obtain consent from the applicable Cardholder to release that Cardholder's Identification Information to U.S. Bank for the purpose of obtaining a credit report.

Existing Purchasing Entities shall provide its fiscal year-end financial statements as soon as available, but not later than one hundred eighty (180) days following the end of Purchasing Entity's fiscal year if such fiscal year-end financial statements are otherwise publicly unavailable. Any Purchasing Entity shall provide additional information, upon request by U.S. Bank, regarding the business, operations, affairs, and financial condition of Purchasing Entity, including reviews or audits of fiscal year-end financials performed by certified public accountants and Purchasing Entity prepared quarterly financial statements.

U.S. Bank, at its sole discretion and without prior notice, may revise any credit limits or controls associated with the Commercial Card program. U.S. Bank will endeavor to provide notice to Purchasing Entity of any decrease in a credit limit. In the event a Purchasing Entity's credit limit is decreased, Purchasing Entity shall make a payment to U.S. Bank, within forty-five (45) days of such notice, sufficient to reduce the Obligations to an amount equal to or less than the revised credit limit.

3. CREDIT CHECKS FOR CARD TYPES

- Declining Balance Card/Managed Spend Card – No credit check required
- Emergency Card – No credit check required
- One Card/Integrated Cards – No credit check required
- Purchase Card – No credit check required
- Travel Card – Credit check required on individual liability accounts
- Electronic Payable/Single Use Accounts/Virtual Card – No credit check required
- Ghost Card – No credit check required
- Event Planner – No credit check required
- Travel Virtual Pay – No credit check required

4. ADDING CARDS TO EXISTING ACCOUNT. For existing Participating States and Purchasing Entities, U.S. Bank offers a number of options for adding cards to an existing account. Many of these options can be accomplished through U.S. Bank's electronic application, Access Online.

5. ACCOUNT SETUP WORKFLOW. Program Administrators can set up and maintain new Cardholder accounts using Access Online. The setup procedure requires Program Administrators to enter data about the Cardholder, including:

- Demographics
- Account information
- Authorization limits
- Merchant Category Code (MCC) blocking
- Velocity limits

As an optional feature, the final review function allows a designated Program Administrator to review and approve the completed setup before submitting it to U.S. Bank for processing. Participating States and Purchasing Entities can also modify the information after the Cardholder account is established.

- 6. CARDHOLDER-INITIATED ACCOUNT SETUP.** Participating States and Purchasing Entities may choose to use the Cardholder-initiated account setup process. Cardholders are sent an email that takes them to Access Online to populate their demographic information into the application. The Participating State or Purchasing Entity can choose to have the application then routed to the Cardholder's manager for approval, after which it will be routed to the Program Administrator to complete the setup (e.g., placing the Cardholder in the appropriate hierarchy and assigning limits). Stakeholders are notified of steps taken throughout the process.

As an optional functionality, the State or Purchasing Entity can choose to utilize an approval process where one designated Program Administrator starts the online application process and another designated approving Program Administrator processes the final review.

- 7. BULK ACCOUNT SETUP.** The bulk account setup function via Access Online provides the ability to upload account setup requests for processing through a batch file. Program Administrators can establish a secure connection via Managed File Services (MFS) and upload a batch file request for multiple accounts.
- Automated file validation is completed before processing the request
 - Automated processing validation error/success notification is sent to the State
 - Reporting is provided via email to communicate the status of account creation and any issues processing files

The bulk account setup function is available with a secure connection via Managed File Services. The Participating State or Purchasing Entity will follow the batch file format specification requirement document (provided during the MFS setup process), which requires the submission in a CSV file format.

- 8. VALUE ADD ENHANCEMENT – HR INTEGRATION.** The Contractor offers integration with HR systems, allowing Participating States and Purchasing Entities to automatically synchronize Cardholder updates on their internal systems, reducing the time and effort required to manually update Cardholders within U.S. Bank tools. Clients can integrate with Access Online Account Administration functions using a system of web services and APIs. Some examples of client system integration can include, but not limited to, HR, ERPs, and customer card program management systems.

The functionality includes both Account Setup and Maintenance requests. The new account setup process can be automated as part of new employee onboarding. This is key feature for T&E card programs with a lot of employee turnover. Account Maintenance includes real-time updates to account demographics, account status (open/temp close/terminated close) hierarchy updates, lines of accounting (including valid values), credit limits and MCC changes.

- 9. ADDITIONAL OPTIONS.** In addition to the options above, Program Administrators can submit an application via fax or email to their Account Coordinator team or upload account setup requests in Access Online for processing through a batch file.

- 10. ENHANCEMENTS.** As a part of U.S. Bank's goal to continue evolving and helping customers maximize their commercial card programs, we have offered specific enhancements within Access Online to allow organizations in this program to improve their processes. For example, a State client was looking for the ability to attach internal documents for approval of the Cardholder as a way of improving their transaction management process. We worked with the State and were able to supply this functionality.

Exhibit E

SUPPLEMENTAL SERVICES AND FEES

This exhibit describes supplemental services to accompany the Commercial Card Products covered by the Master Agreement. Except with respect to the Foreign Transaction Fee, (i) services and/or fees can be excluded from a Participating Addendum at the Participating State's sole discretion; and (ii) at no point will acceptance or implementation of the supplemental services be a condition of executing a Participating Addendum.

SUPPLEMENTAL SERVICES

1. Service Title: Cash Advances

Service Description: U.S. Bank provides access to Cash Advances through owned and participating bank Automated Teller Machines and Association member offices. Each Purchasing Entity will decide if they want to use Cash Advance functionality.

Cards Supported: Travel Card, One Card

Associated Fee: 2.00% (Minimum \$2.00)

2. Service Title: Annual Card Fee

Service Description: Annual service fee applied to individual card account

Cards Supported: Purchase Card, Travel Card, One Card

Associated Fee: \$0.00

3. Service Title: Logo Embossing Fee

Service Description: The Purchasing Entity can elect to hot stamp their logo onto a standard U.S. Bank card Plastic.

Cards Supported: Purchase Card, Travel Card, One Card

Associated Fee: \$0.00 (two-week delay may occur with Card Issuance and Implementation)

4. Service Title: Travel Accident Insurance

Service Description: Up to \$500,000 coverage for accidental injury that is the sole cause of loss of life, limb, sight, speech, or hearing while riding as a passenger in, entering or exiting any common carrier.

Cards Supported: Travel Card, Purchase Card, One Card, Central Billed Accounts, Virtual Pay

Associated Fee: \$0.00

5. Service Title: Auto Rental Insurance

Service Description: Auto Rental Collision Damage Waiver covers theft and damage up to the actual cash value of the vehicle. Coverage is primary.

Cards Supported: Travel Card, One Card

Associated Fee: \$0.00

6. Service Title: Visa Liability Insurance

Service Description: Up to \$100,000/cardholder coverage against eligible losses that might be incurred through card misuse by a client's terminated eligible cardholder. In the event that an eligible cardholder misuses their commercial card privileges, Visa Liability waives eligible charges.

Cards Supported: Purchase Card, Travel Card, One Card

Associated Fee: \$0.00

7. Service Title: Lost Luggage Insurance

Service Description: Up to \$1,250 reimbursement for lost or damaged luggage, checked or carried, if the common carrier's payment for the loss or damage is less than the traveler's claim. The passenger's claim must be submitted and paid by the common carrier before this coverage applies.

Cards Supported: Travel Card, One Card

Associated Fee: \$0.00

8. Service Title: Overnight Delivery Fee

Service Description: Delivery of cards overnight when requested by the Purchasing Entity.

Cards Supported: Travel Card, Purchase Card, One Card

Associated Fee: \$0.00

9. Service Title: Foreign Transaction Fee

Service Description: A charge applied to purchase made in foreign countries (outside the United States).

Cards Supported: Travel Card, Purchase Card, One Card, Central Billed Accounts, Virtual Pay

Associated Fee: 1.00%

Exhibit F**DEFINITIONS**

This exhibit provides definitions of terms used throughout this Master Agreement, exhibits, and Participating Addendums.

Account Coordinator: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Annual Volume: Total Standard Volume and Non-Standard Volume of all Purchasing Entities within a Participating State for all Commercial Card Products in a calendar year.

ASC X12: Official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange (EDI) standards. Also known as ANSI ASC X12.

Associations: Group of card-issuing banks or organizations that set common transaction terms for merchants, issuers, and acquirers. Some major associations are Visa, MasterCard American Express and Discover. Also referred to as Network.

Authorized User/User: Representative of Purchasing Entity that leverages a Commercial Card, manages Commercial Cards, and/or accesses the online system

Automated Clearing House (ACH): Central distribution point for transferring funds electronically for participating depository financial institutions. Transactions are accumulated and sorted by destination for transmission during a predetermined period. It includes small dollar payments in large transaction volume.

Bank Overrides: A transaction that has been pushed through by the Contractor.

Basis Points: Unit of measure for incentive share/rebate rates. One basis point is equal to 1/100th of 1% or 0.01% or 0.0001.

Billing Cycle: A specific recurring time period between the time statements of account/invoices are processed.

Card Issuer: Financial institution issuing a Commercial Card or account. Also referred to as a card issuer, card provider or bank.

Card User Agreement: Agreement between the Purchasing Entity and awarded Contractor verifying credit availability, account information, and agreeing to the terms and conditions of the Master Agreement and Participating Addendum.

Cardholder: An employee, contractor, or representative of a Purchasing Entity to whom a Commercial Card is issued for making designated business purchases/payments on behalf of his or her organization.

Card-less Accounts/Ghost Cards: Accounts that have no plastic card issued, only an account number to which the acquisition of goods and services are charged.

Centrally Billed Account: Card accounts are billed to the Purchasing Entity or program within a Purchasing Entity. CBA accounts are paid directly by the Purchasing Entity.

Charge: Any Transaction posted to a Commercial Card account that has a debit value.

Client-held Days: Number of days from the billing cycle date to the date payment is received.

Commercial Card: Generic term for any card product issued under this Master Agreement used by organizations for making payments for various goods, services and business expenses.

Commercial Card Products: Commercial Cards issued under this Master Agreement.

Contractor: The entity/entities awarded a Master Agreement and/or Participating Addendum(s) as a result of the evaluation of the bids received in response to a solicitation.

Corporate Liability: Purchasing Entity is liable for all card transactions and fees.

Declined Transaction: Transaction where authorization has been refused by the card issuer's transaction authorization system.

Duplicate Transaction: a transaction that has been processed twice for the same purchase.

Department: Functional business unit of an organization such as purchasing, accounting, human resources, etc.

Department Card: Card issued to a department rather than a specific cardholder.

Declining Balance/Managed Spend Card: Specialized Purchase Card with a pre-set spend limit and expiration date that is typically non-replenishing. Also referred to as a Controlled Value Card.

Electronic Payables: A form of electronic payment, utilizing the card infrastructure, managed centrally within an organization, typically by accounts payable. Also known as electronic accounts payable (EAP), automated payables, e-payables, Virtual Payment Cards, push payments, straight through payments (STP), buyer-initiated payments (BIP), supplier/vendor card, single-use accounts and electronic invoice presentment and payment (EIPP). Each provider has a proprietary name for its solution; functionality and processes vary for each.

Eligible Purchaser: A Purchasing Entity authorized pursuant to the execution of a Participating Addendum.

Emergency Card: A type of Commercial Card that is always open, active and ready for use. Usually equipped with high or no credit limits and are used in emergency response situations.

Entity Program Administrator(s): A common role responsible for various administrative tasks (i.e., ongoing operations) in a typical Commercial Card program, including card issuance, account maintenance, card cancellation and reporting.

File Turn: Number of days from the date a transaction is posted to an account to the date payment is received.

Foreign Transaction Fee: A charge applied to purchases made in foreign countries (outside the United States). Purchases made online from **Purchasing Entity's** home country where the vendor is foreign and processes the transaction in its local currency.

Fraud: Unauthorized use of a card, resulting in an acquisition whereby the Purchasing Entity does not benefit.

Identification Information: Legal names, physical street addresses, taxpayer identification or business numbers, dates of birth, or other information or documentation required by U.S. Bank to confirm the identity of any entity or person.

Implementation: Process of putting all card program functions and activities into place.

Individual Liability: Cardholder is liable for all card transactions and fees. The Participating State or Purchasing Entity agrees to reimburse the Cardholder or to pay U.S. Bank directly for legitimate business expenses charged to the account.

Individually Billed Accounts (IBA): Card account is billed directly to the cardholder. IBA accounts are typically paid directly by the Cardholder.

Intellectual Property: Any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, 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. May also be referred to as Intellectual Property Rights.

Interchange Rate: A rate, set by the Network (i.e., Visa, MasterCard, Discover, American Express), collected by the card issuer to cover the cost of processing the transaction.

Joint & Several Liability: Cardholder is liable for all transactions initiated on the card account and the Purchasing Entity is liable for all transactions and fees on such accounts that are closed for any reason or are ninety-one (91) days past due.

Large Ticket Transaction: High dollar transaction that, per the Association's guidelines, constitutes the purchase is completed with a lower than standard interchange rate.

Large Ticket Quarterly Volume: Total quarterly large ticket volume spend by a Purchasing Entity for all Commercial Card Products in a Quarter, less credits, and net of Write-Off Adjustments.

Lead State: State responsible for soliciting for and managing the awarded Master Agreement

Level 1 Data: Standard commercial transaction data that includes, subject to changes made by the applicable Associations, the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date transaction/credit was processed by the Contractor, Contractor processing/transaction reference number for each transaction/credit, and other data elements as defined by the Associations or similar entity.

Level 2 Data: In addition to Level 1 data, includes, subject to changes made by the applicable Associations, sales tax amount, company information, and other data elements as defined by the Associations or similar entity.

Level 3 Data: In addition to the Level 2 data includes, subject to changes made by the applicable Associations, cost, quantiles, unit of measure, product codes, product descriptions, and ship to/from zip codes, freight amount, duty amount, order date, discount amount, order number and other data elements as defined by the Associations or similar entity.

Master Agreement: Underlying agreement executed by and between the Lead State and the Contractor, as now or hereafter amended. May also be referred to as contract or Master Contract.

Master Agreement Administrator: Employee of the Lead State responsible for soliciting for and managing the awarded Master Agreement

Merchant Category Codes (MCC): A system of four-digit codes, maintained by networks, used to identify a merchant's principle trade, profession or line of business; a MCC is assigned to a merchant by the merchant or merchant acquirer.

Merchant Negotiated Transaction: Transaction completed with a merchant that has an agreement with the Association to complete theirs at a lower than standard interchange rate.

Merchant Negotiated Interchange Quarterly Volume: Total quarterly merchant negotiated volume spend by a Purchasing Entity for all Commercial Card products in a Quarter, less credits and net of Write-Off Adjustments.

Merchant Overrides: A transaction that has been pushed through by a merchant location.

National Annual Volume: Total Standard Volume and Non-Standard Volume of all Participating States/Purchasing Entities for all Commercial Card Products a calendar year.

National Annual Volume Incentive: Rebate or Incentive Share earned by a Participating State based on their contribution to the National Annual Volume.

Network: Entity that facilitates the movement of transactional data between the issuer and acquirer and sets merchant rules for card acceptance. Organizations in this role include Visa, MasterCard, American Express and Discover. Also referred to as Association.

Non-Standard Volume: Transactions that are processed using Reduced Interchange Rate as determined through an agreement between the merchant and the Association, less credits and net of Write-Off Adjustments.

Obligations: All Charges, fees posted less disputed transactions to a Commercial Card account.

One Card/Integrated Card: A type of hybrid card in which a single card is issued to an employee for more than one category of expenses (e.g., goods/services and travel expenses), eliminating the need to carry two separate cards.

Participating Addendum: An agreement signed by the Contractor and a Participating State that incorporates the Master Agreement and any other additional Participating State specific terms and conditions.

Participating Addendum Administrator: Employee of the Participating State responsible for the management and administration of the Participating Addendum.

Participating Addendum Authorized Representative: Employee of the Participating State authorized to sign the Participating Addendum.

Participating State: Any State, territory or entity (authorized by a state's chief procurement officer) that chooses to execute a Participating Addendum under the awarded Master Agreement. May also be referred to as Purchasing Entity.

Participating State Annual Volume: Total annual volume spent by a Participating State for all Commercial Card Products in a calendar year.

Program Administrator(s): Refers to both Entity and Statewide Program Administrators.

Program Administrator Overrides: A transaction that has been pushed through by a Program Administrator.

Prompt Payment Incentive: Rebate or Incentive earned by a Purchasing Entity based on their average speed of pay/file turn days.

Purchase Card (P-Card): Charge card (payment method) used for business purchases of goods and services.

Purchasing Entity: Any eligible organization as allowed by a Participating Addendum under the Master Agreement. A Purchasing Entity may include a Participating State.

Quarter: Three (3) month period based on the yearly calendar as follows:

Quarter 1(Q1) – January, February & March

Quarter 2 (Q2) – April, May & June

Quarter 3 (Q3) - July, August, September

Quarter 4(Q4) – October, November & December.

Quarterly Non-Standard Volume: Non-Standard Volume of a Purchasing Entity for a Quarter.

Quarterly Non-Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Non-Standard Volume sales for a Quarter.

Quarterly Standard Volume: Standard Volume of a Purchasing Entity for a Quarter.

Quarterly Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Quarterly Standard Volume.

Quarterly Total Volume: The sum of Quarterly Standard Volume and Quarterly Non-Standard Volume of all Purchasing Entities for all Commercial Card Products in a Quarter.

Relationship Manager: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Reduced Interchange Rate: A lower interchange rate for processing Commercial Card transactions.

Standard Volume: All transactions for Commercial Card Products, less credits, Non-Standard Volume, fees, cash advances, convenience checks, Fraud, chargebacks and net of Write-Off Adjustments.

State Agency: Any department, division, board, bureau or other subset of a Participating State that is funded by the Participating State and authorized by the Participating State for participation in the Commercial Card program. For purposes of this Master Agreement, a State Agency may also be considered a "Purchasing Entity".

Statement/Invoice: Document reflecting account details for the billing period including debits, credits, transaction detail and balance due.

Statewide Program Administrator: Employee of the Participating State who administers the State's Commercial Card Program.

Transaction: Exchange between cardholder and merchant, payment for goods and/or services.

Travel Card: Card used by organizations and their employees for travel expenses. Also referred to as a Corporate Card.

Virtual Cards/Single Use Card: One time use account numbers.

Write-Off: A cancelled account with an unpaid balance determined to be uncollectible by the Contractor. Accounts are considered uncollectible once delinquent for one-hundred-eighty (180) days after billing cycle close date or after bankruptcy. At the Contractor's discretion, collection action may continue on these accounts.

Write-Off Adjustments: the difference between Write-Offs and one-half of Write-Off Recoveries.

Write-Off Recovery: an amount equal to any monetary recovery related to a Write-Off.

Exhibit G**COMMERCIAL CARD REQUIREMENTS**

This exhibit details Fleet Card service requirements and Contractor responses to how these requirements will be met as submitted with their bid.

1. RESERVED - Identifies card products available in Exhibit A – Commercial Card Products.

2. ADMINISTRATION OF ACCOUNTS

- 2.1 System will allow for Program Administrator to setup new accounts online – including ordering and registering cards, establishing User ID and password.
- 2.2 System will allow for Program Administrator to add, edit, or remove single or multiple Merchant Category Codes (MCC) from multiple card accounts at once.
- 2.3 System will allow for Program Administrator to initiate one-time overrides per transaction.
- 2.4 System will allow for Program Administrator to establish roles, access, and authority levels for all user types (i.e. managers, approvers, cardholders) within the Purchasing Entity.
- 2.5 System will allow for Program Administrator to unlock system access, reset User ID and reset password for any User within the Purchasing Entity.
- 2.6 System will allow for Program Administrator to see changes made to an account profile and who made those changes.
- 2.7 System will allow for Program Administrator to view cancelled, deactivated and suspended cards within the Entity.
- 2.8 System will allow for Program Administrator to order and issue replacement cards (singular or multiple simultaneously) online.
- 2.9 System will allow for Program Administrators and Cardholders to access statements online.
- 2.10 System will allow for Program Administrators and Cardholders to mark accounts for paper or paperless statement delivery.
- 2.11 System will notify Program Administrators and Cardholders of statement availability.
- 2.12 System will allow for Program Administrator and Cardholder to check status of cards and view account information including but not limited to:
 - balances
 - limits
 - charges
 - declined transactions
 - spend history
 - default accounting codes
 - demographics
- 2.13 System will allow for the Program Administrator to choose the billing cycle close date for the Entity. The billing cycle date will be established at account implementation and will be set for the Purchasing Entities' agreement period.

2.14 System will have the ability to roll-up billing to managing account level or bill at department level as determined by the Purchasing Entity.

2.15 System will display all transactions in US Dollars.

2.16 Reserved – Applies to Category Two ONLY.

2.17 System will allow for Program Administrator to edit User ID, role and authority level online.

Access Online offers a feature-rich platform that is easily configured to meet the unique needs of clients, including editing the User ID, role and authority level online. Access Online offers effective and efficient management controls, allowing multiple users within each organization to efficiently manage accounts, effectively manage transactions and establish workflow. For new participants, U.S. Bank will assist Program Administrators with choosing the features and functionalities that best support entity's card programs and enhance business processes. For existing participants, U.S. Bank will confirm the choices and features of the existing functionality with the designated Program Administrator to ensure all existing options are meeting the entity's needs.

The Program Administrator controls employee access to program information and Access Online functionality, including editing User IDs. Each Access Online user ID is assigned to one or more hierarchy levels that dictate which accounts a user can access and which tasks a user can perform within Access Online. The system allows access exclusively to the data and functionality allowed by the profile associated with that user ID. This structure allows Participating States and Purchasing Entities to permit each employee access only to the information and functionality necessary to perform his or her job duties. U.S. Bank's system will allow for organizations to create and assign functional entitlements at a very detailed level. In some cases, this can be as detailed as a specific field.

System User Groups

Access Online provides the flexibility to assign user roles and permissions to each user, including Program Administrator, Cardholder, Approver, Fiscal staff, Auditors, Department Level Administrator, Reconciler and more. With more than 300 functional entitlement groups to choose from, Participating States and Purchasing Entities may ensure that each user has access to only the functions required to perform their job.

Access Online functionality can differ between user groups; examples can include:

Program Administrators Can:

- Set up and maintain Cardholder accounts
- Manage system access and user entitlements
- Establish policies, procedures and workflow
- Maintain cost allocation coding, lists and rules
- Generate management reports
- Schedule financial extracts
- Integrate information into financial systems

Managers/Approvers Can:

- Review and approve Cardholder maintenance requests
- Review and approve Cardholder transactions
- View Cardholder activity
- Generate management reports

Cardholders (or Administrators for one or multiple Cardholders) Can:

- View online statements
- Review and dispute transactions
- Ability to upload supporting documentation for transactions
- Add comments and user line-items
- Reallocate transactions
- Pay individual bills online (for travel cards only)
- Manage account details and update demographic information
- Set language preference
- Update Account Address

Billing Contacts Can:

- Review Cardholder transactions
- View Cardholder activity and/or Managing Account statements
- Generate management reports

2.18 System will have a minimum of seven (7) program hierarchies.

(1) Identifying Accounts

U.S. Bank will have two hierarchy options available for the purpose of identifying accounts.

Processing Hierarchy

The Processing Hierarchy controls may be used within the Access Online system for the purpose of identifying accounts and for account-based reporting. The hierarchy includes bank, agent, company, division and department. Not all organizations use all levels of the processing hierarchy. For example, an organization may choose to use only the bank, agent and company levels, the division and department levels are available but also optional.

The Processing Hierarchy contains the following data:

- Bank number, four-digit number assigned by U.S. Bank.
- Agent number, four-digit number assigned by U.S. Bank. The agent number is the top level of a relationship where the basic templates for cards and statements are determined.
- Company number, five-digit number assigned by U.S. Bank. The company number houses client- type specifics where the account information is set, such as billing type and cycle date.
- Division number, five-digit number assigned by the Participating State or Purchasing Entity to assist with breaking down the billing invoice.
- Department number, four-digit number assigned by the Participating State or Purchasing Entity to assist with further breaking down the billing invoice.

An example of the Processing Hierarchy is included below:

- Bank (1425): Represents the program, "Purchase Card"
- Agent (0202): Represents the Purchasing Entity, such as "Department of Transportation"
- Company (12356): Represents the billing level, such as "Unit 256ABC"
- Division (45698): Represents additional break down within a single company, sometimes used for reporting or approval levels. This is the code that will be assigned to the Approver's userprofile.
- Department (1001): Defines additional break down needed within division code, for more decentralized organizations with multiple levels of approval or reporting

Reporting Hierarchy

Reporting Hierarchy is a seven-level hierarchy that can be customized for reporting account-based data. U.S. Bank can work with any State or Purchasing Entity to establish a Reporting Hierarchy upon request. A State or Purchasing Entity may use the Reporting Hierarchy to define their own unique reporting needs for account and transaction-based reporting. The Bank number is defined by U.S. Bank, however, levels 1-7 are defined by the State or Purchasing Entity.

(2) Reporting Rebate Earnings

The relationship level is managed with a unique DUNS number assigned to each Participating State and Purchasing Entity (State Agency, City, County, School District, etc.). Rebates are calculated, paid and reported at this relationship (DUNS) level. U.S. Bank has also developed a custom allocation report for the program participants specifically, which demonstrates rebate performance at a Company number level. This report can be generated upon request, representing an allocation at the various billing levels within a Purchasing Entity.

(3) Reporting Transaction Data

The Processing Hierarchy and Processing Hierarchy described above are also available for the purpose of reporting transaction data. The Processing Hierarchy controls how transactions are processed for billing, reporting and accounting purposes and includes bank, agent, company, division and department.

Reporting Hierarchy is a seven-level hierarchy that may be customized for reporting transaction data. The Bank number is defined by U.S. Bank, however, levels 1-7 are defined by the State or Purchasing Entity.

Access Online reporting capabilities include the ability to run transaction reports based on Processing or Reporting Hierarchy levels as defined by the user's access and permissions. Access Online allows users to run predefined standard or tailored reports using multiple selection, sorting and output functions.

Featuring a comprehensive set of reporting options—from simple to complex—reports are parameter- driven, offer a high degree of flexibility and are fully exportable and/or viewable online.

Naming Hierarchy

In addition to the features above, Access Online allows for the naming of Processing or Reporting Hierarchies within the system, helping with organizational structure. This feature allows for Program Administrators to view hierarchies by defined name rather than numeric values.

- 2.19 System will allow for a Statewide Program Administrator account with access to view and pull reports for all transactions made by Purchasing Entities within the Participating State under this Master Agreement.

U.S. Bank will allow for Statewide Program Administrator Role. Participating State's may design an authorized Statewide Program Administrator who may access reports for the purpose of managing the overall program. Statewide Program Administrators may have access to full account based and transaction-based reporting within Access Online for Purchasing Entities that fall within the Participating State relationship (State Agencies or Departments).

Reports relevant to the management of the statewide program that would include Local Government Purchasing Entities (Cities, Counties, etc.) may be delivered to a Statewide Program Administrator's Data Exchange box in Access Online. U.S. Bank also has the ability to create a

custom report including all Purchasing Entities under the State.

2.20 System will allow for Program Administrator to simultaneously activate, deactivate, suspend, and terminate cards online.

U.S. Bank will allow Program Administrators the ability to simultaneously activate, deactivate, suspend and terminate cards online. Program Administrators can use the Access Online user interface to make common Cardholder account changes across multiple accounts via either Processing Hierarchy (agent, company, division and department) or a specified list of accounts. Program Administrators can activate or deactivate accounts by updating the Account Status using one of the following statuses:

- Open (Activate)
- Temporary Closed (Suspend/Deactivate)
- Terminated Closed (Terminate)

Simultaneous Multi-Card Activation Process

Program Administrators can simultaneously activate multiple cards using Access Online by following the steps below:

- Under the Account Administration category, the user would select “Maintain Multiple Card Accounts”. Here, the user can update controls via hierarchy or selecting individual accounts.
- The Program Administrator would then select the specific action they would like to be taken, which in this case, would be open/activate.
- The action is applied to each of the selected hierarchies or accounts.

Simultaneous Multi-Card Suspend/Deactivate Process

Program Administrators can simultaneously suspend/deactivate multiple cards using Access Online by following the steps below:

- Under the Account Administration category, the user would select “Maintain Multiple Card Accounts”. Here, the user can update controls via hierarchy or selecting individual accounts.
- The Program Administrator would then select the specific action they would like to be taken, which in this case, would be temporary close (suspend/deactivate).
- The action is applied to each of the selected hierarchies or accounts.

Simultaneous Multi-Card Termination Process

Program Administrators can simultaneously terminate multiple cards using Access Online by following the steps below:

- Under the Account Administration category, the user would select “Maintain Multiple Card Accounts”. Here, the user can update controls via hierarchy or selecting individual accounts.
- The Program Administrator would then select the specific action they would like to be taken, which in this case, would be terminated closed (terminate)
- The action is applied to each of the selected hierarchies or accounts.

Simultaneously Multi-Card Activations

For exception situations where there is a desire to activate a bulk shipment of cards, the Program Administrator can work with their designated Relationship Manager. U.S. Bank would confirm that the cards are in the possession of the Program Administrator and can then process a batch card activation.

Value Add Enhancement

HR Integration

U.S. Bank offers integration with HR systems, allowing Participating States and Purchasing Entities to automatically synchronize Cardholder updates on internal systems, reducing the time and effort required to manually update Cardholders within U.S. Bank tools.

Clients can integrate with Access Online Account Administration functions using a system of web services and APIs. Some examples of client system integration can include, but not limited to, HR, ERPs and customer card program management systems.

The Access Online functionality includes both Account Setup and Maintenance requests. The new account setup process can be automated as part of new employee onboarding. This is key feature for T&E card programs with a lot of employee turnover.

Account Maintenance includes real-time updates to account demographics, account status (open/temp close/terminated close) hierarchy updates, lines of accounting (including valid values), credit limits and MCC changes.

2.21 System will allow for Program Administrator to update all cardholder information online, unless barred by Federal Regulation.

U.S. Bank will allow Program Administrators to update all card information online, unless barred by Federal Regulation. Within Access Online, Program Administrators can update all Cardholder information (except Cardholder name) online in real-time, such as:

- Demographic information
- Transaction controls and limits
- Reporting Hierarchy assignments
- Access rights
- Default Accounting Codes
- Merchant Category Code (MCC) group changes

As a federally regulated financial institution, U.S. Bank will demonstrate that U.S. Bank knows our customers. This is a direct result of requirements under the USA Patriot Act and the expectations established by the Treasury's Office of Foreign Assets Control (OFAC). The Cardholder account name is a critical component of OFAC obligation. In the event that a Cardholder's name has changed, Program Administrators can call or email their designated Account Coordinator(s) to process the name change.

2.22 Purchasing Entities will be able to cancel a card (or a group of cards).

U.S. Bank will allow Purchasing Entities to cancel a card. Cardholders and Program Administrators can terminate card accounts in real-time within Access Online by going to Account Administration on the left-hand tool bar. Users can either cancel a single card, or cancel multiple cards by hierarchy (agent, company, division and department) or a specified list of accounts.

Cancel a Card Process

Program Administrators can cancel a card (or a group of cards) using Access Online by following the steps below:

- Select Account Administration and then click the Maintain Cardholder Account link.
- Search and select the account and then open the Account Overview section.
- Click the Edit icon.
- To close an account, select Terminated for a permanent closing or Voluntarily Closed for a temporary closing.

Program Administrators can simultaneously close multiple cards using Access Online by following the steps below:

- Under the Account Administration category, the user would select “Maintain Multiple Card Accounts”. Here, the user can update controls via hierarchy or selecting individual accounts.
- The Program Administrator would then select the specific action they would like to be taken, such as Voluntary Close or Terminated.
- The action is applied to each of the selected hierarchies or accounts.

Timeline for Transaction Posting

When an account is closed in real time through Access Online, the system will not allow any future authorizations to be approved. Merchants can only process/post a transaction if they obtained authorization to do so prior to the account closure. If a transaction is authorized prior to the account being closed, the merchant will already have the authorization number and will be allowed to post the transaction when they batch out their terminal with their merchant bank.

Value Add Enhancement

HR Integration

U.S. Bank offers integration with HR systems, allowing Participating States and Purchasing Entities to automatically synchronize Cardholder updates on internal systems, reducing the time and effort required to manually update Cardholders within our tools.

Clients can integrate with Access Online Account Administration functions using a system of web services and APIs. Some examples of client system integration can include, but not limited to, HR, ERPs and customer card program management systems.

The Access Online functionality includes both Account Setup and Maintenance requests. The new account setup process can be automated as part of new employee onboarding. This is key feature for T&E card programs with a lot of employee turnover.

Account Maintenance includes real-time updates to account demographics, account status (open/temp close/terminated close) hierarchy updates, lines of accounting (including valid values), credit limits and MCC changes.

2.23 When a card (or group of cards) is closed, a credit may be due to the card based on an overpayment, transaction credit, or something similar.

If a Purchasing Entity were to overpay a corporate billed Managing Account, the Program Administrator may call the U.S. Bank designated Account Coordinator to request a credit balance refund check. The Account Coordinator will submit a request to U.S. Bank’s payments department and issue the check to the address designated by the Program Administrator. Credit balance refund checks are processed in 2-5 business days and send via USPS regular mail.

In a circumstance where a transaction credit occurs (returned merchandise, cancelled order, etc.), the merchant would first process the credit. It would then post to the account and be viewable on Access Online within 24-48 hours. If the account is corporate billed, the credit will roll up to the Managing Account/Corporate Account Summary and the total due would be less the credit received. In the case of an individual billed account, the Purchasing Entity/Cardholder may request a credit balance refund.

Please note, this would be based on the client defined credit balance refund policy.

The time it takes for a merchant to process a credit/transaction varies, however, the standard

timeline is completed in two to three days. If the credit occurs on a weekend or holiday, it will be processed when the merchant batches their transactions. This follows the same posting process as a debit transaction. It should be noted, Merchants may still post a credit to closed accounts at any time, as long as the account has not purged for 22 months of inactivity.

2.24 Foreign Transaction Fee

A foreign transaction fee is assessed for any transaction occurring outside of the currency in which a card is issued. Transactions made in foreign currency will be converted into the card's billing currency and U.S. Bank will convert the charges into U.S. dollars at U.S. Bank's exchange rate. U.S. Bank will show the exchange rate for each transaction on the statement.

U.S. Bank's online reporting displays transaction amount, source currency amount and source currency country code. This information can then be used to determine the fee amount, or if desired, custom reports can be delivered to a Program Administrator through Access Online Data Exchange reflecting the fee amount.

The fee is embedded in the exchange rate and will not appear as a separate line item on the statement.

2.25 System will be able to route transactions through approval/workflow path as established by the Program Administrator.

Approval/Workflow Process

Access Online is extremely user-friendly and the steps required to view and approve transactions are minimal, as outlined below:

Select the Transaction Management high-level task on the Left-Column Navigation Bar. The Transaction Management screen displays.

Select the Manager Approval Queue link. The Transaction Management: Manager Approval Queue screen displays. This screen lists the transactions that Cardholders have forwarded to the Approver for approval.

If desired, the Approver may filter the transactions that Cardholders and previous Approval Managers have forwarded to them for approval. The Approver can also filter for transactions with a Pending or Pulled Back status.

When the review is complete, click the Approve button. The Transaction Management: Approve Transaction(s) screen displays. The Approver may also reject a transaction back to the Cardholder or previous Approver with an explanation or comment.

To approve the transaction:

- If the transaction has reached the final Approval Manager, select the "No further approval needed for these transactions" radio button, or
- If multiple levels of approval are required, select an approver (the system may also be configured to apply a default approver for users)

Click the Submit button. Based on the selection, the system either records the approved transaction as final or forwards the transaction to the specified Approval Manager. The system also removes it from the list of transactions on the Transaction Management: Manager Approval Queue screen.

Multiple Approver Levels

The Access Online transaction approval process is flexible with no limit to the number of

Approvers a Participating State or Purchasing Entity can have. Program Administrators can determine how many levels of approvals are required, including specifying a limit to the transaction amount an approver is able to approve without sending the transaction on for additional approvals. If desired, U.S. Bank also offers the availability for dollar threshold approvals, which can be assigned to the Approval Manager's roles.

Located within Access Online, the Transaction Management module provides an intuitive and easy to use process, simplifying the approval process and expanding the focus beyond hierarchy management. The essential steps in the process are:

- Select preferred approval criteria in Access Online
- Based on the criteria, the first level approver (typically the Cardholder or proxy user) is able to approve
- transactions that have posted to the Cardholder's account, which initiates the approval workflow
- The second level Approval Manager (usually a cost center manager) then receives, reviews and approves the transactions forwarded by the Cardholder
- Because this is a forward based approval process, additional levels of approval are available. The final approver would mark the transaction as "final approved"

The Program Administrator can set the user's default approver at the time of user ID creation or during maintenance and can restrict the approver that a Cardholder is allowed to select from the list of Approvers based on hierarchy alignment. During the implementation of the online allocation system, U.S. Bank will support the Program Administrator in establishing a Processing Hierarchy (Division/Departments) that can be used to tie the Cardholders to their designated Approvers in Access Online.

Alternate Approvers/Substitution Roles

Through Access Online, each Approval Manager can designate a specific Designated Backup Approver/Substitute for a specific time frame. During that time frame, the designated backup approver's queue will receive transactions requiring approval in the approver's absence to complete necessary approval action. Cardholders can only forward transactions to Approver Managers or designated backup Approvers that have authorization over their hierarchy. The Approver Managers hierarchy is managed by the Program Administrator to ensure separation of duty.

Designated Backup Process

Once an Approver (Approver A) has chosen a Designated Backup Approver/Substitute (Approver B), Approver A can designate Approver B to that backup role by adjusting the effective dates in Approver A's "My Personal Information" Section. Approver B would then have the ability to approve transactions over the effective dates set by Approver A. It should be noted; Approver B will be associated to the same hierarchy as Approver A in order to be selected as a Designated Backup Approver/Substitute.

2.26 System will allow for Program Administrator to add, edit or remove security features (temporary or permanent) in real time at the card account level including, but not limited to:

- dollar per transaction limit
- maximum daily/weekly/monthly spend
- transactions per day/week/month limit
- Merchant Category Code (MCC) blocks

U.S. Bank's commercial card programs allow Participating States and Purchasing Entities to

predetermine spending and transaction limits on each card, eliminating the need for requisition and purchase order approvals while enhancing security. All controls can be set down to the individual Cardholder level and can be modified on an ongoing basis. Specific to the controls outlined in this question, U.S. Bank offers the following features:

- **Dollar Per Transaction Limit**—Referred to as “Single Purchase Limits”, this limit restricts the amount of a single purchase made by the Cardholder. Generally, a single purchase can be comprised of a single item or of multiple items purchased at one time at a particular location. For example, if a Cardholder’s single-transaction limit is set at \$500 and a Cardholder attempts to purchase several items for a total of \$550, the transaction request is declined. Single purchase limits can also be assigned to specific MCCs.
- **Maximum Daily/Weekly/Monthly Spend**—Referred to as Velocity Monitoring, this feature allows a Program Administrator to limit the dollar limits per day, month, cycle, quarter, year or a custom velocity limit/refresh date. U.S. Bank can also set the monthly limit authorized for a Cardholder within a 30-day billing cycle. Spending limits are replenished automatically the day following the chosen cycle date.
- **Transactions per Day/Week/Month Limit**—Velocity Monitoring also allows a Program Administrator to limit the number of transactions per day, month, cycle, quarter, year or a custom velocity limit/refresh date.
- **Merchant Category Code (MCC) Blocks**—To prevent purchases of specific commodities and services, U.S. Bank will block the MCCs that represent these items. U.S. Bank can establish universal MCC blocking for uniformity across all cards, or set unique limits at the Cardholder level. U.S. Bank can also set up MCC Group blocking consisting of a cluster of MCCs.

In addition to the controls above, U.S. Bank will offer some of the following standard controls:

- **ATM (Cash) Blocking**—Cash advance capability may be blocked or limited universally, or at the Cardholder level.
- **Pre-Determined Expiration Dates**—Program Administrators may set predetermined expiration dates on cards used for specific projects. Additionally, Program Administrators may cancel any card account at any time using Access Online, or by calling the customer service department or Account Coordinator Team.
- **Account Maintenance Effective Dating (temporary and future adjustments)**—The Effective Dating functionality within Access Online allows a Program Administrator to schedule temporary or permanent changes for the controls listed above. As a part of this functionality, temporary changes can be scheduled to revert back to the original values. Both temporary and permanent changes are tracked in Access Online and available for reporting/auditing purposes.

Program Administrators can request live changes to any of the above controls at any time using Access Online or by contacting customer service. These changes can be processed through Access Online across multiple accounts via either Processing Hierarchy (agent, company, division and department) or a specified list of accounts. Changes affecting a large number of Cardholders can also be processed efficiently by requesting the changes through the Account Coordinator team.

Value Add Enhancement

Payment Analytics

As an added feature to the controls mentioned above, our Payment Analytics solution offers customizable rule templates to automatically review all card transactions and flag suspected card misuse and out-of-policy spending. By automatically running policy rules on all transactions, Payment Analytics makes Cardholder transaction monitoring dramatically more targeted, efficient and effective. Program Administrators can receive email notifications of possible non-compliance and spend violations so they can safeguard against commercial card misuse and improve purchasing practices. Payment Analytics allows for rules to be set up by multiple cards and hierarchies.

Simultaneous Multi-Card Controls

Using the Mass Maintenance functionality within Access Online, a Program Administrator can apply the controls mentioned above to multiple cards simultaneously. This includes mass credit limit adjustments.

- 2.27 System will allow for Program Administrator to create an approval path of setting specific card limits higher than Entity established limits.
- 2.28 System will allow for Program Administrator and/or Cardholder to mark transactions sent to accounting for payment.
- 2.29 System will be able to send notifications of pending approval(s) based on established approval path.
- 2.30 System will allow for Program Administrator to lock transaction accounting code data from editing.
- 2.31 System will allow for Program Administrator to create templates for card/account set up (i.e. same billing address, TIN, workflow, etc.).

Entitled users are able to setup and maintain Cardholder account setup templates that are used to improve the efficiency in how Program Administrators setup new accounts. Templates are defined at a Process Hierarchy level and allow for both single and multiple templates per hierarchy node (i.e. Company). Program Administrators can use these templates to default common pieces of information for new accounts. Defaulted information can include Organization Name, addresses, custom fields, Default Accounting Codes, authorization limits and MCC blocking templates. For example, this allows for different purchasing templates to be created based on types of purchases to be approved/declined with varying credit limits that may be authorized based on need. Once a template is applied to an account setup application, the Program Administrator still has the ability to make further adjustments to the application as needed prior to submission.

Create and Use Card/Account Setup Templates in Access Online

Program Administrators can create a template in Access Online through the following steps:

- Select the Account Administration task
- Click the Create a New Template link
- Specify a processing hierarchy for the template
- Designate a template name and description
- Open the Account Owner's Information section and designate template defaults
- Open the Default Accounting Code section and designate template defaults
- Open the Authorization Limits section and designate defaults
- Click the Create New button to create another template

To use an existing template, Program Administrators would follow the steps below:

- Select the template from the drop-down list
- Click the Apply Template button
- Note which fields the template has populated (e.g., street address)
- Follow the steps in Create a New Cardholder Account

2.32 System will allow for Users, with multiple roles within a program, (i.e., Cardholder & Program Administrator) to opt to have one login to be able to access all aspects of their accounts (dual role). Details are provided on how that functionality works/is implemented.

U.S. Bank can create a single user ID for users with multiple roles. For example, Program Administrators that are also a Cardholder can use one login to access both roles. Additionally, Approvers who also perform as a Cardholder can go to their My Personal Information screen and choose “Add Account”. They would then register their own personal card adding it to their Approver user profile, opting for a single sign-on for their dual role.

Add Account

Below are the basic steps for adding an account to an administrator or approver user ID. After adding the account, users will have access to the account for Access Online tasks, such as transaction management and statements.

- Select the My Personal Information high-level task.
- Click the Add Accounts link.
- Type the account number in the Account Number field.
- Select the account’s expiration date month.
- Select the account’s expiration date year.
- Type the account’s ZIP code.
- Click the Add Account button.

Value Add Enhancement

U.S. Bank is currently in development of single sign-on capabilities that will allow NASPO ValuePoint customers to integrate their internal portals with Access Online for a seamless user experience as they navigate between systems. In order for NASPO ValuePoint customers to integrate single sign-on with U.S. Bank Access Online the following conditions will be adhered to:

- The NASPO ValuePoint customer will support Federation with signed SAML 2.0 assertions
- The NASPO ValuePoint customer will support user provisioning and provide integration for U.S. Bank
- The NASPO ValuePoint customer will provide and comply with the U.S. Bank enhanced authentication and authorization system security requirements
- The NASPO ValuePoint customer will use the U.S. Bank Access Online entitlement functionality to control what functions a user can perform in the system and will not have a separate entitlement management functionality

3. DATA COLLECTION AND MANAGEMENT

Participating States and Purchasing Entities will have the ability to capture and display transaction data as made available from the merchant; as well as overall Purchase Card program information. Below are the transaction data and card acceptance requirements.

3.1 System will capture and display transaction data at the following minimum levels:

- Cardholder
- Approving official
- Entity office or unit
- Account/billing (available at different levels)
- Entity Program Administrator or alternates (available at different levels)
- Participating State (all state entity transactional data, statewide administrative level and compliance review group)

3.2 System will have the ability to view transaction authorization/declines in real time.

3.3 System will post transactions within twenty-four (24) to forty-eight (48) hours of receipt from merchant.

3.4 System will have the ability to capture and display Level 1, Level 2, and Level 3 transaction data as made available from the merchant.

3.5 System will allow for Users to add notes, comments, and additional descriptions to a transaction in a separate field. This field must:

- Allow for alpha, numeric, and special characters.
- Be searchable
- Be reportable
- Be accessible to all hierarchies within the system

3.6 System will be able to capture and display merchant Tax Identification Number (TIN).

3.7 System will allow for user to input a minimum of 150 character of Entity defined accounting code structure/segments at the transaction level.

3.8 System will allow for the Purchasing Entity to set requirements for accounting code segments (i.e. mandatory, non-mandatory, etc.)

3.9 System will allow for Purchasing Entity to define, edit, maintain, and upload valid value tables for each accounting code segment.

3.10 System will actively validate accounting segment data against valid value table data as determined by the Purchasing Entity.

3.11 System will allow for Program Administrator to assign, edit, and delete "default" accounting codes for all program hierarchies within the Purchasing Entity.

3.12 System will allow for User to save and edit frequently used accounting codes.

3.13 System will allow for a minimum of 99 accounting code splits per transaction.

3.14 System will allow for User to manually enter tax detail at the transaction level.

3.15 System will allow Program Administrator to download the entire Purchase Card number for use in other systems.

3.16 Participating States and Purchasing Entities have a need to access past transaction detail data in real time for a minimum of thirty-six (36) months throughout the life of the Master Agreement and Participating Addendum.

U.S. Bank currently provides Participating States and Purchasing Entities full transaction data online for 43 months and in each subsequent month that passes, U.S. Bank adds to the data retained in Access Online. In a 2018 enhancement, U.S. Bank increased Access Online's

capabilities to provide full transaction data online from 24 months to 72 months, as well as offline from seven years to 15 years.

- Access Online Reporting: Starting in January 2018, U.S. Bank began to expand retention to 72 months, by adding subsequent months to existing data retained.
- Archived Reporting Offline: Starting in January 2018, U.S. Bank began to expand retention to 15 years, by adding subsequent months to existing data retained.

U.S. Bank will be able to provide the Participating States and Purchasing Entities 60 months of transaction data online in real-time. By 2022, Participating States and Purchasing Entities would have access to 72 months of online rolling transaction data.

3.17 System will allow for Program Administrators to establish accounting templates and defaults.

Most organizations have accounting code structures to map transaction data into general ledger systems. Access Online Accounting Code Structures can accommodate accounting codes up to 150 characters in length and any number of client defined segments up to that limit. Using Accounting Code Structures, U.S. Bank can build a chart of accounts to mirror and feed into the Participating State or Purchasing Entity's financial system.

Default Accounting Codes

Program Administrators can assign a Default Accounting Code to a card account profile. U.S. Bank can support default coding so that when a transaction posts to an account, it assumes the Default Accounting Code as the initial line of allocation. The Participating State or Purchasing Entity's Cardholders can then reallocate transactions as needed in our Transaction Management platform if required by the agency's defined process.

Additionally, the Participating State or Purchasing Entity can use Merchant Allocation Rules or the Allocation Rules Engine to further allocate the transactions based on the rules defined to take action for a defined attribute.

Merchant Allocation Rule

After the framework for the accounting information has been built (Account Code Structure) and the MCC information has been identified for the transactions to be targeted (Create Custom Merchant Groups), the Participating State or Purchasing Entity can determine the specific accounting code segments that will change. In the Merchant Allocation Rules section of Access Online, Program Administrators will enter the new accounting values for the segment(s) that should be changed. An option for splitting the transaction to multiple segments is an option, if the allocation of the purchase should be directed to more than one accounting string.

Allocation Rules Engine

The Access Online Allocation Rules Engine is a sophisticated transaction allocation tool that helps accurately account for purchases. The Allocation Rules Engine allocates transactions to appropriate cost centers, projects and expense types through client-defined rule sets, ensuring minimal work is required to manage transactions. By building the Allocation Rules Engine within Access Online, the system provides a complete end-to-end solution that automates transaction allocation, reconciliation and general ledger integration.

3.18 System will allow for User to upload and attach supporting documentation to the transaction in the following formats (at a minimum): pdf, jpg, png.

U.S. Bank will allow for a user to upload and attach supporting documentation to a transaction. Access Online supports the need to retain purchase documentation by allowing users to attach multiple PDF, JPG or PNG files to a transaction. File uploads can be as large as 5MB per transaction.

Currently, the two options for uploading support documentation are either uploading through Access Online, or by using mobile receipt attachment through the Access Online Mobile App.

Access Online Uploads

Users can upload receipts through Access Online by following the steps below:

- User selects the transaction in Access Online and attaches the document (PDF, JPG or PNG)
- User can add or replace purchase document until the transaction is “locked” (up to 5MB per transaction)
- User may view, print or manage attachments through Transaction Management for up to 12 months, plus the current open account cycle
- Participating State or Purchasing Entity can request electronic copies of the files at any time for the following eight years

Mobile Receipt Attachment

Cardholders have the ability to capture receipt images and attach them to transactions through U.S. Bank’s mobile app. Within the app, the Cardholder would select “View Transaction List”, select the transaction and choose the “attachment” icon. When selecting this icon, the Cardholder will be prompted to take a photo of the receipt. After taking the photo, the Cardholder will select to save the receipt and it will attach to the transaction.

Value Add Enhancement

Bulk Download

U.S. Bank recognizes that Auditors may have a need to access the transaction receipts in an efficient and timely way. Program Administrators may grant Auditors access to the system, or bulk downloads are available. Access Online allows for bulk receipt download in which Participating States and Purchasing Entities can request transaction documents on multiple transactions and accounts. Users can submit up to five requests within 24 hours, however, it should be noted, the system prevents duplicate requests within 48 hours. The file size on downloads is limited to 4GB, or approximately 800 images. If there are more than 800 images, the user would submit multiple requests.

When the user has a bulk download request for either an account or hierarchy, the maximum Processing/Reporting Hierarchy per request is 10 and the maximum number of unique Account ID’s per request is 50. If the selected transactions do not have any attachments, the user will receive an error message.

When the bulk download is available for download, the user will receive an email notification. The file name organization is as follows: OSN_YYYY_MM.zip -> Account Unique ID -> Post Date-> Transaction Reference Number -> Attachment Name.

3.19 Participating States and Purchasing Entities have the need to capture their state’s specific merchant diversity information (i.e. small business, minority owned, etc.) including Federal Diversity information.

U.S. Bank can support the need to capture Participating State or Purchasing Entity’s specific merchant diversity information (i.e. small business, minority owned, etc.) including Federal Diversity information in Access Online. Please note, this capability is dependent on information supplied to U.S. Bank by the State or Purchasing Entity.

Enhanced Supplier Information

U.S. Bank’s Enhanced Supplier Information (ESI) functionality allows Participating States and

Purchasing Entities to enhance supplier information passed by Visa. The ESI function will allow users to enhance Visa-provided merchant information, upload and view client supplier information (CSI) and match information with the Visa-supplied information. ESI allows for one central repository for supplier/merchant information and will provide Participating States and Purchasing Entities with the most up-to-date and complete merchant information, which will, in turn, provide improved reporting, especially for 1099, 1057 and merchant spend analysis.

ESI originates with Visa's merchant database and is organized into records; one record per merchant ID. Users can also view the information they supply to U.S. Bank as the CSI records. CSI records are also referred to as client supplier information in Access Online. U.S. Bank will work with the Participating State or Purchasing Entity to prepare and upload a file containing their CSI records. Once U.S. Bank uploads the CSI data file into Access Online to create the CSI records, user can only view—not modify—the CSI records. If they wish to change the CSI information, the Participating State or Purchasing Entity may prepare and resend a data file to U.S. Bank for upload. If users want to make a change to a single record, they can modify and add information to the ESI record.

Once the ESI records and CSI records are in the system, the system automatically tries to match ESI records to the CSI records by matching the merchant processing system ID to the tax ID, so that users have linked data on each merchant. This auto-match process results in the matching of most of the merchants (the ESI records matched to the CSI records). The ones that do not match are then treated as exceptions.

4. SYSTEM UPGRADES

- 4.1 Participating States/Purchasing Entities understand that as technology and regulations change, system changes will have to occur. Participating States/Purchasing Entities also assume that as a good partner, U.S. Bank will actively and continuously improve the systems capabilities, functionality and usability including platform transition. Changes/upgrades will be made at no additional cost to the Participating States/Purchasing Entities.

When changes are made, U.S. Bank will, at a minimum, notify the Master Agreement Administrator (Lead State) and Statewide Program Administrator (Participating States), prior to changes being put in place. Master Agreement Administrator and Statewide Program Administrator will provide approval of any notification communication prior to distribution to Users.

- 4.2 U.S. Bank actively seeks feedback from clients on a regular basis to identify ways to increase the productivity, efficiency and usability of U.S. Bank's online transaction management system, Access Online. Participating States and Purchasing Entities are encouraged to provide enhancement requests to their Relationship Manager. Change requests are also submitted by Access Online Level 3 support through the Technical Help Desk.

Requests are reviewed and prioritized by diverse team of representatives from each functional group within U.S. Bank Corporate Payment Systems, such as Product Management, Relationship Management, Development Department, Technology and Operation Services, Vendor Relations, Finance, Implementation, Client Services (Account Coordinator Management), Risk Management, Project Management, Payments Department, Card Setup and Maintenance Department and the Fraud Department.

Review meetings are held bi-weekly to approve and prioritize changes and enhancements to the system. Relationship Managers will be responsible for keeping Participating States and Purchasing

Entities informed of the status of a change request. If changes are then scheduled for enhancement release, there will not be any cost to the Participating States/Purchasing Entities.

Major system functionality releases of Access Online typically occur quarterly. Upgrades are completed during non-peak hours (late evening or weekend hours) and are scheduled in advance. If a release requires a system outage, Program Administrator will receive notification at least one week prior to the release.

Client Feedback Sessions

U.S. Bank will propose a new concept for client engagement involving regular feedback calls. On these calls, Participating States can provide enhancement feedback on U.S. Bank current solutions. The frequency of these calls would align with the Access Online development schedule (typically quarterly). Additionally, U.S. Bank would include developers to introduce current enhancement projects in an attempt to collect customer feedback as enhancements are developed.

U.S. Bank will make two options available to Program Administrators. Heavy users of the system can add their name to a list of resources available to Access Online developers for one-on-one feedback sessions. The developers will collaborate with the State's designated Relationship Manager to engaged Program Administrators to schedule. Additionally, U.S. Bank lead Product Manager will collaborate with the Relationship Managers who support the various State's within the NASPO ValuePoint program to coordinate pre-release calls, to discuss future enhancements, Access online Roadmap and to gather client feedback at that time. If a Participating State is interested in this option, they should contact their designated Relationship Manager.

Pre-release Testing and Upgrade Management

Major system upgrades are thoroughly tested—by internal and external users—before they are released into production across U.S. Bank's customer portfolio. U.S. Bank will frequently request client participation during various parts of the development cycle and before functionality is rolled out across our customer base. U.S. Bank values client input and interaction through requirements validation meetings, usability tests and collaborative client feedback opportunities. U.S. Bank encourages Participating States/Purchasing Entities to reach out to their designated Relationship Manager if they would like to be part of pre-release testing process.

- 4.3 Upgrades are completed during non-peak hours (late evening or weekend hours) and are scheduled in advance. If a release requires a system outage, Program Administrators will receive notification between one and two weeks prior to the release. Additionally, the Access Online marketing team sends out communications on periodic updates and changes. The release communication includes the outage period, as well as a few key enhancements, which are part of a particular release. The communication would also include an overview document as a link or attachment in the email. This release overview document lists all enhancements or changes with important information for each enhancement and usually contains visuals to assist in understanding the impact of the change.

Splash Page Communications

U.S. Bank will also provide communications regarding system upgrades and changes on the Access Online splash page. Under the standard category of changes, splash page communications would be used to communicate the outage window. This communication pops up as soon as a user logs into the system as a way of grabbing their attention regarding the outage period. This ensures adequate warning to the user, so they can plan their activities accordingly around the outage window.

4.4 How Participating States/Purchasing Entities Are Informed

Upgrades are completed during non-peak hours (late evening or weekend hours) and are scheduled in advance. If a release requires a system outage, Program Administrators will receive notification between one and two weeks prior to the release. For larger more impactful changes to the system (typically those that change user access requirements) notification windows range from 30-90 days prior to the change. Whenever possible, these notifications are scheduled to provide as much advanced notice of the change as possible once the impact is identified.

When changes are required, U.S. Bank provides both online communications with overview documents explaining the changes and timing of the outage, as well as splash page notifications that pop up when the user logs in, ensuring they are aware of changes.

Customer/User Outreach and Input

U.S. Bank values current relationship and would also propose a new concept for client engagement involving product feedback calls. On these calls, Participating States can provide enhancement feedback on current solutions. Additionally, U.S. Bank would include developers to introduce current enhancement projects in an attempt to collect customer feedback. If a Participating State is interested in this option, they should contact their designated Relationship Manager.

Major system upgrades are thoroughly tested—by internal and external users—before they are released into production across U.S. Bank’s customer portfolio. U.S. Bank frequently requests client participation during various parts of the development cycle and before functionality is rolled out across the customer base. U.S. Bank values client input and interaction through requirements validation meetings, usability tests and collaborative client feedback opportunities. U.S. Bank encourages Participating States/Purchasing Entities to reach out to their designated Relationship Manager if they would like to be part of our pre-release testing process.

Communication Approach

The release communication includes the outage period, as well as a few key enhancements, which are part of a particular release. The communication would also include an overview document as a link or attachment in the email. This release overview document lists all enhancements or changes with important information for each enhancement and usually contains visuals to assist in understanding the impact of the change.

U.S. Bank will also provide communications regarding system upgrades and changes on the Access Online splash page. Under the standard category of changes, splash page communications would be used to communicate the outage window. This communication pops up as soon as a user logs into the system as a way of grabbing their attention regarding the outage period. This ensures adequate warning to the user, so they can plan their activities accordingly around the outage window.

- 4.5 U.S. Bank executes a number of proactive steps to communicate system changes to existing customers. If a release affects the way data is accessed, reported, formatted, or viewed, Program Administrators will receive notification between one and two weeks prior to the release from the Access Online marketing team. These Access Online release emails contain a link to a release overview document providing greater details of the enhancements included in a release and how new functionality can be enabled as well as how it impacts the users of the system.

U.S. Bank will also provide communications regarding system upgrades and changes on the Access Online splash page. Under the standard category of changes, splash page communications would

be used to communicate the outage window. This communication pops up as soon as a user logs into the system as a way of grabbing their attention regarding the outage period. This ensures adequate warning to the user, so they can plan their activities accordingly around the outage window. The emails, overview documents and splash page messages are the primary source of communication for system changes.

Program Status Calls

U.S. Bank currently holds regular program status conference calls with a number of customers. These calls provide a forum to discuss upcoming changes, the look and feel, as well as the potential impact of those changes. If a Participating State is interested in these types of calls, U.S. Bank encourage them to reach out to their designated Relationship Manager.

User Group Meetings

U.S. Bank will hold scheduled user group meetings and roundtables for a number of customers. Not only do these provide similar benefits to that of program status conference calls, they also offer an excellent opportunity for in-person training for Program Administrators and managers. If a Participating State is interested in a user group meeting, U.S. Bank encourage them to reach out to their designated Relationship Manager.

Relationship Manager Communications

Relationship Managers will ensure that Participating States are informed of any new processes/procedures that could benefit the program and will also work on their behalf as an advocate for any transition issues that may arise. U.S. Bank will frequently request client participation during various parts of the development cycle and before functionality is rolled out across U.S. Bank customer base. U.S. Bank will value client input and interaction through requirements validation meetings, usability tests and collaborative client feedback opportunities. U.S. Bank encourages Participating States/Purchasing Entities to reach out to their designated Relationship Manager if they would like to be part of our pre-release testing process.

In addition to communication with designated Relationship Managers, the Access Online Client Home Page provides notification of any technology updates or scheduled downtime. Other program changes that affect individual Cardholders, such as updates to the Cardholder contract or benefits, will be communicated via statement inserts.

- 4.6 U.S. Bank will create new training content (user guides, quick reference guides, lessons, etc.) when launching a new tool and updates training content when U.S. Bank will add functionality to an existing tool. These changes are communicated in the “Announcements” section of the Web-Based Training site. Users can find the “Announcements” section in the bottom right hand corner of the landing page.

As an added benefit, Relationship Managers, upon request, offer one-on-one Program Administrator training, as well as training for user groups. These user group meetings offer an excellent opportunity for in-person training when system changes are made, for Program Administrators and managers. If a Participating State is interested in a user group meeting, U.S. Bank encourage them to reach out to their designated Relationship Manager.

U.S. Bank is also currently designing a program offering meetings on a monthly or quarterly basis to discuss system upgrades with clients. This is planned to go into effect in 2021 and will be promoted to Participating States and Purchasing Entities.

- 4.7 Participating States will not accept forced/pushed 'top-down' process changes unless required by federal law. An example of a forced/pushed 'top-down' process change would be automatic shut off of cards on weekends, block purchases on specific days of the week.

U.S. Bank will rarely execute a process change that will affect the use of card accounts and understand the importance of all card accounts being available for use 24/7/365. The only recent examples include U.S. Bank requirement to obtain a legal name, and sometimes birthday or residential address, for Cardholders. These changes were required by federal regulations, so the bank can meet the requirement established by the USA Patriot Act and Office of Foreign Assets Control (OFAC). U.S. Bank now requires the full legal name of every Cardholder. U.S. Bank will use this legal name to confirm that U.S. Bank is not conducting business with any of those persons listed on the OFAC Specially Designated Nationals List (SDN). In the event that a name match does occur, U.S. Bank may request a birthday or residential address (sometimes partial is accepted).

If a process change could somehow affect the card account, U.S. Bank will notify Participating State and Purchasing Entity Program Administrators in advance. These notifications will include an explanation of the change, a detailed description of the potential impact and a timeline for the execution of the new process. U.S. Bank will encourage Program Administrators to take this opportunity to collaborate with their Relationship Manager if the impact causes any concern. Relationship Managers will act as the liaison between Participating States or Purchasing Entities and the Project Manager to resolve the concerns prior to execution of the new process.

5. REPORTING

Participating States and Purchasing Entities must have the ability to generate reports including detailed transaction data. A system with robust reporting capabilities is required.

- 5.1 System will time-stamp authorizations and reports according to the time zone of the authorization location or report request.
- 5.2 System will allow Program Administrator or Cardholder to run a transaction detail report which includes all User-inputted data.
- 5.3 System will allow for reports to be accessible as defined by roles and access levels.
- 5.4 System will have the ability for reports to be available in multiple formats (e.g. PDF, text, Excel, HTML, browser).
- 5.5 System will have the ability to provide program and transaction data reports at various frequencies to meet each Participating State/Purchasing Entity's requirements including but not limited to:
 - Daily
 - Weekly
 - Monthly (billing cycle and calendar)
 - Quarterly
 - Annually (fiscal and calendar)
- 5.6 System will have the ability to extract/download data at any given time so that a report can be generated. The data can be downloaded by the following areas:
 - Purchasing Entity Name
 - Department/program Name
 - Cardholder name (if applicable)
 - Last 4-6 digits of Credit Card number

- Merchant Name
- Merchant Category Code
- Merchant Spend
- Merchant transaction number
- Date transaction occurred
- Date transaction processed
- Charge amount
- Transaction reference number
- City in which the transaction occurred
- State in which the transaction occurred
- Accounting string (Fund, Organization, Account, Program, Activity, etc.)

5.7 System will have the ability to provide “exception reports” including, but not limited to:

- Merchant Overrides
- Bank Overrides
- Program Administrator Overrides
- Back-to-back transactions
- Decline report
- Miscellaneous transactions
- Split Transactions
- Duplicate Transactions

5.8 U.S. Bank will provide quarterly rebate report no later than sixty (60) days after the end of the quarter to the Statewide Program Administrator or other representative designated by the Participating State. This report, at a minimum will include:

- Participating State
- Purchasing Entity legal name
- Purchasing Entity type (Agency, City, etc. as defined by the Participating State)
- Gross spend for the rebate period
- Any credits for the rebate period
- Any write-offs for the rebate period
- Net spend for the rebate period
- Net spend for each rebate type
- Incentive Share/Rebate Rate per rebate type
- Rebate amount by rebate type
- Total rebate paid to the Purchasing Entity and/or Participating State.

5.9 U.S. Bank will be able to provide a rebate report that reflects the type of rebate applied to each transaction no later than sixty (60) days after the end of the quarter. This report, at a minimum, will include:

- Purchasing Entity legal name
- Purchasing Entity type (Agency, City, etc. as defined by the Participating State)
- Transaction date
- Merchant name
- Merchant TIN
- Transaction amount
- Applicable rebate type
- Applicable rebate BPS
- Rebate amount earned

5.10 Participating States and Purchasing Entities may have additional transaction data and rebate reporting requirements, detailed in each Participating Addendum.

5.11 U.S. Bank will provide an annual report to the Lead State reflecting total spend and National Annual Volume Incentive earned by Participating States for the calendar year.

5.12 System will have the ability to schedule on-demand and Ad Hoc reports.

To request a custom/Ad Hoc report, Program Administrators can call or e-mail their designated Account Coordinator. Once the U.S. Bank representative understands the needs of the Purchasing Entity, they will submit a request to the Management Information Systems reporting department. The Program Administrator can also provide a file specifications document or sample report if available. Custom reports are typically created within 10-14 business days, depending on the complexity of the request, and can be delivered directly to the Program Administrator's data exchange box in Access Online.

Additionally, Access Online allows users to run tailored reports through the use of multiple selection, sorting and output functions. Access Online allows users to run predefined standard or tailored reports using multiple selection, sorting and output functions. Featuring a comprehensive set of reporting options—from simple to complex—reports are parameter-driven, offer a high degree of flexibility and are fully exportable and/or viewable online. Access Online also offers the following ad hoc reporting and scheduling options.

Standard Reporting Categories

Access Online offers 76 standard reports, most of which can be scheduled on demand, split out over six reporting categories. These reports range from program management and financial management, to tax reports and supplier information. Standard reporting categories available through Access Online include:

- Program Management Reports—Supports general program management activities and allows Program Administrators to monitor compliance with organization policy. Program performance indicators highlight important trends that can be used to proactively manage accounts. Program Administrators gain access to information on every type of account activity.
- Financial Management Reports—Allows Program Administrators to access transaction management activity information; can be used to determine if Cardholders are properly managing their accounts and ensure that expenses are assigned to the proper cost centers.
- Supplier Management Reports—Allows Program Administrators to manage supplier relationships, support supplier negotiations and manage spending by category. Used to analyze the overall effectiveness of supplier strategies and identify overall performance issues and opportunities. The Participating State or Purchasing Entity is armed with actual program performance information that can be leveraged to drive supplier behavior and positively impact supplier negotiations.
- Tax and Compliance Management Reports—Assist Program Administrators with monitoring expenditures, tracking variances and Managing Account allocations; can be used to ensure programs are operating in accordance with U.S. Federal Government standards and requirements.
- Administration Reports—Provides Program Administrators easy access to basic program configuration information and helps them determine the impact the program structure may have on performance and utilization, including accounting code and user management.

Flex Data Reporting

This Access Online feature puts the control in the user's hands, so they can define what they want to see in a report. By setting the report context—date ranges, processing or reporting hierarchies and more— users can choose the amount of data. By defining report content (fields to include or calculate) users ensure only the information they need is in the report. Users can define a logical grouping of data and at what level it should be subtotaled.

Creating a report in Flex Data Reporting is simple and efficient. Users can create a report in three major steps:

- Step One: Select the report's primary template and/or additional data template—Users have basic report templates to select from that let the User select which data elements to include in the report. These templates also include default report settings (e.g., which data elements to include, which to filter by). Users can also select to include an additional data template to supplement the primary template data.
- Step Two: Specify report parameters—Specify the parameters of the custom report on a series of four tabs:
 - Select Report Data tab—On this tab, specify which data elements (columns) to include, which data elements to filter by and which data elements to total (for PDF output).
 - Filter for Content tab—On this tab, specify the filtering parameters for the data elements selected to include on the Select Report Data tab. For example, if the User selected to include transaction amount, then specify a transaction amount range (e.g., include only transaction over \$500).
 - Sort by Criteria tab—On this tab, select up to four sorting orders for the data in the report (e.g., first sort by accounting number ascending and then sort by transaction date descending).
 - Set Report Layout tab—On this tab, Users can change the default column order for the report by selecting a column and moving the column up or down (left or right) in the final report display.
- Step Three: Preview, save, run and schedule the report—Users can preview the report display and then select to save the report. After the report is saved, the User can modify the report and/or run the report any time. Users can modify an existing report and save the modified version as the same report or as a new report (thus using an existing report as a template). Additionally, Users can schedule the report to run automatically in the future.

Report Scheduler

This Access Online feature allows Program Administrators to schedule reports to run once or on a recurring basis. Additional features include:

- Reports can be delivered to multiple recipients via a secure mailbox
- Recipients can be notified via email when the report is available
- Access to functionality is controlled by Report Scheduler entitlement

Custom reports can also be requested and scheduled by contacting the Account Coordinator team. After the report is generated, it can be delivered directly to the Program Administrator's data exchange box.

5.13 When a transaction is processed by a merchant, the processing system will show the transaction was sent for authorization (pre-posting). This information will be immediately available to

Program Administrators in Access Online within the Account Authorizations screen. Authorizations are viewable in Access Online for approximately five (5) days.

A transaction will post in the processing system within 24 to 48 hours of the merchant submitting the transaction to its merchant bank. If a transaction falls on a weekend or holiday, it will be posted on the following business day. Once posted, the transaction will be viewable in Access Online within the Transaction Management screens and will also be reportable.

For instances such as audits or investigations in which data is being requested that is older than the data stored in Access Online, Program Administrators can reach out to their designated Account Coordinator to request archived data through a custom report request. Once the U.S. Bank representative understands the needs of the Purchasing Entity, they will submit a request to the Management Information Systems reporting department. The Program Administrator can also provide a file specifications document or sample report if available. Custom reports are typically created within 10-14 business days, depending on the complexity of the request, and can be delivered directly to the Program Administrator's data exchange box in Access Online. If archived statements are desired, Program Administrators can request through their Account Coordinator. Archived statements can be delivered via fax, secure mail, or in some cases loaded to a Program Administrators Data Exchange. Archived statement request can take between 2-7 days to process depending on the number of statements requested.

5.14 Access Online includes a comprehensive set of reporting options ranging from basic to sophisticated. The Participating State or Purchasing Entity has the ability to run reports based on products and user access and all reports are parameter-driven with a high degree of flexibility and variety of output formats. Regarding availability of reports, Cardholders will have the ability to see basic reports. Anyone within an administrative functional entitled group, including Program Administrators, Managers, Approvers or Auditors will have access to the full set of reports based on the products and authority the Program Administrator assigns to them. U.S. Bank will work with the Participating State or Purchasing Entity to define who has the authority to run reports as needed.

Standard Report Overview

The following tables list and describe standard reporting options.

Program Management Reports

Program management reports provide Program Administrators easy access to basic program parameter data. This data can be combined with other program performance indicators to signal important trends to help proactively manage accounts. Made up of reports for Administration, Allocation Rules Management, Delinquency Management and Spend, this category includes the following standard reports:

Account List—Shows all account holders and basic account information by hierarchy (e.g., open date, credit limit, etc.).	Account Maintenance Effective Dating Activity—Provides a detailed history of effective dated account maintenance activity.	Account Status Change—Lists accounts that have a change status of lost/stolen, closed or opened.
Order File History—Provides information regarding the status of the order data file after it is loaded for order match processing.	Payment Request Approval Status Report—Shows summary and detail information for the approval status of payment requests.	Request Status Queue—Provides information on multiple Request Status Queue items.

Merchant Allocation Rules Set— Provides summary and drill-down detail of merchant allocation rules set.	Account Suspension—Details open accounts that are past due and suspended or pending suspension.	Charge-Off—Provides a listing of accounts charged-off, based on the population of the charge-off status field.
Account Spend Analysis—Lists Cardholder account spending at a summary level, excluding supplier detail.	Cash Advance—Details account cash advances including transaction amount, date and reference number.	Declining Balance/Managed Spend—Displays summary and detail information of declining balance accounts for relocation card programs by name and account number.
Declined Transaction Authorizations Report— Supplies details of declining transaction authorizations information along with related account and merchant information.	Automated Allocation Rules— Provides a summary of allocation rules engines and detail of their respective allocation rules.	Past Due—Creates a list of accounts with past due balances and number of times past due.

Financial Management Reports

Financial management reports provide Program Administrators access to transaction management activity information. Used to determine if Cardholders are properly managing their individual accounts and ensure that expenses are assigned to the proper cost centers, this category provides reports for Order Management, Payment Instructions, Payment Requests and Transaction Management.

Billed Transaction Analysis with Order Detail—Offers detailed and summary billed transaction information regarding the results of order and transaction matching.	Order Detail—Provides detailed order data, including line item detail, if desired.	Order Receipt—Shows detailed and summary receipt information as recorded against the order or order line items.
Full Transaction and Order Detail—Fully details expenditures, including transaction, line item, order, account allocation and tax estimation information.	Billed Transaction Analysis with Payment Instruction Detail— Provides detailed and summary billed transaction information about the results of payment request and payment transaction matching.	Payment Instruction Analysis— Summary and detail payment instruction information regarding the results of payment instruction and transaction matching.
Order Analysis—Provides detailed and summary order information, regarding the results of order and transaction matching.	Payment Instruction Detail— Detailed Payment Instruction information. Supports the use of Virtual Pay functionality.	Account Allocation—Displays all transaction detail for a specific account for a specific date range, allowing Program Administrators and Cardholders to view account allocation and reallocation detail by accounting code.

Payment Request Analysis— Provides summary and detail payment request information regarding the results of payment request and transaction matching.	Payment Request Detail— Provides detailed payment request information. Supports the use of Virtual Pay functionality.	Transaction Summary and Detail
Extract Reconciliation— Summarizes transactions by account that have been extracted versus statement.	Managing Account Approval Status—Provides a history of Managing Account and Cardholder account statement approvals and certifications.	

Supplier Management Reports

Supplier management reports are used to analyze the overall effectiveness of supplier strategies and identify overall performance issues and opportunities. Made up of reports for Administration, Business Expenses, Spend and Travel Expenses, this category includes the following standard reports:

Level II Quality by Merchant— Gives clients the ability to report on the quality of Level II data on financial records by supplier.	Enabled Merchant List— Provides merchant demographic information including Client Supplier Information.	Merchant List—Lists suppliers' demographic information based on those suppliers who had transaction activity within the requested period.
Temporary Services Spending— Generates both summary and detail information for temporary services spending by agency.	Merchant Spend Analysis— Provides an overall view of total supplier base activity or total commodity type.	Merchant Spend Analysis by Line Item—Provides summary and detail information.
Top Merchant Spend Analysis— Provides a list of top merchants by merchant category group or by MCC, based either on spend or number of transactions.		

Tax and Compliance Management Reports

Tax and compliance management reports are used to ensure programs are operating in accordance with U.S. Federal government standards and requirements. Made up of Compliance Management Reports and Tax Management Reports, standard reports in this category include:

Unmatched Transaction Analysis for Form 1099—Lists transactions where a supplier profile was unavailable at the time of reporting for the specified date range and additional supplier information research for 1099 reporting.	Vendor Summary by Socioeconomic Indicator— Provides a summary and detail of expenditures that have occurred with suppliers classified as minority supplier types (e.g., minority, women-owned, veterans and small business).	Sales and Use Tax by State with Tax Management Detail— Includes the summarized transaction and tax paid amounts as well as calculated tax percentages on a state-by-state basis.
Vendor Summary for Form 1099- MISC—Provides a summary and detail of expenditures that have occurred with suppliers classified as minority supplier types (e.g., minority, women-owned, veterans and small business).	Sales and Use Tax by State— Summarizes transaction and tax paid amounts within a specified date range, as well as calculated percentages on a state-by-state basis.	Tax Accrual Model with Tax Management Detail— Supports the use of the Best Practice Tax Model (for sales and use tax estimation), in conjunction with Access Online tax estimation functionality by Accounting Code.
Tax Accrual Model by Accounting Code with Tax Management Detail— Supports the use of the Best Practice Tax Model (for sales and use tax estimation), in conjunction with Access Online tax estimation functionality.	Tax Accrual Model—Supports clients' use of Best Practice Tax Model. Compares actual sales and use tax accrual process against best practice to identify areas of potential improvement.	

Administration Reports

Administration reports provide Program Administrators easy access to basic program configuration information and help determine the impact the program structure may have on performance and utilization. This category provides reports for Account Management, Accounting Code Management, Online Registration Management and User Management. Standard reports include:

Alternate Accounting Codes Report—Provides detailed information about the alternate accounting codes built in Access Online.	Default Accounting Codes—Provides detailed information about the default accounting codes associated to Cardholder and Managing Accounts.	System User List Summary—Provides summary information about Access Online user IDs for one, many or all organizations.
Accounting Code Structure—Lists information on current configuration of Accounting Code Structures, Valid Value Lists and Accounting Validation Controls.	Locked Accounts—Displays accounts locked at the time the report is generated.	System User List with Account Details—Provides an overview of users and accounts within an organization.
Accounting Validation Control—Provides information on accounting validation controls to support effective management of the accounting code reallocation feature.	Online Registration—Provides the results of online registration activity for Cardholder accounts.	System User List—Provides information about user IDs and associated user profile information, including a list of the hierarchy access and functional entitlements.

Reporting Hierarchy

Reports can be grouped by either Reporting Hierarchy or Processing Hierarchy. The Reporting Hierarchy is a seven-level hierarchy customized for organization reporting purposes only. U.S. Bank will work with the Participating State or Purchasing Entity to establish the reporting hierarchy. The Reporting Hierarchy allows Program Administrators to break down data solely for reporting purposes. The Processing Hierarchy controls how transactions are processed for billing and accounting purposes and includes bank, agent, company, division and department. Not all organizations use all levels of the Processing Hierarchy. For example, an organization may choose to use only the bank, agent and company levels.

The Processing Hierarchy contains the following data:

- Bank number, four-digit number assigned by U.S. Bank.
- Agent number, four-digit number assigned by U.S. Bank. The agent number is the top level of a relationship where the basic templates for cards and statements are determined.
- Company number, five-digit number assigned by U.S. Bank. The company number houses client- type specifics where the account information is set, such as billing type and cycle date.
- Division number, five-digit number assigned by the Participating State or Purchasing Entity to assist with breaking down the billing invoice.
- Department number, four-digit number assigned by the Participating State or Purchasing Entity to assist with further breaking down the billing invoice.
- Search Capabilities
- Access Online means immediate access to transaction data, allowing Participating

States and Purchasing Entities to run reports whenever needed. The highly intuitive user interface makes it easy for users to access vital program data. Users simply select from a list of reports, define specific selection and sort options and choose an output type. Search capabilities include but are not limited to date range, user output, hierarchy and account number.

5.15 System will capture and report sales by Merchant Category Code (MCC).

Merchant Spend Analysis Reporting

Within Access Online's Supplier Management Reporting category, the Merchant Spend Analysis Report provides an overall view of total supplier base activity or total commodity type. Participating States and Purchasing Entities can use this information to support service-level and pricing requests with suppliers. This report provides detailed and summary spending information arranged by MCC group or MCC and merchant name.

The Transaction Detail Report, located in the Financial Management Reporting category, offers full expenditure detail, including Level III data, for complete analysis of orders and transactions. With this report, Participating States and Purchasing Entities can see full expenditure detail, including transaction, line item, order, account allocation and tax estimation information. This report can be run based on MCC group and MCC, as well as a specific merchant name beginning with or containing specified characters.

Access Online standard and transaction- based reports can be filtered by Merchant Category Code (MCC).

Value Add Enhancement

Dashboard Reporting

Access Online Dashboard reporting provides an intuitive, on-demand view of information that allows the Participating State or Purchasing Entity to step back from the details and see the key trends and relationships that drive their commercial card program's success.

Dashboard reporting offers several benefits, including:

- Distills extensive data into a single page that graphically represents the areas of performance the users care most about, such as spending, transaction and purchasing indicators
- Compares different time periods and key points of data to each other to understand current and historical trends
- Customizes reporting by hierarchy level to highlight overall or measure individual department performance

Transform Data into Action

The Merchant Spend Dashboard is built in a way that allows each user to customize what and how information is displayed, so they see the appropriate level of detail necessary to evaluate progress toward achieving program goals. The Dashboard ensures Program Administrators are not overloaded by too much detail, while also ensuring organizations are not limited by a lack of information—users have the flexibility to view summary snapshots and drill into the details behind the data.

Through the Merchant Spend Dashboard, Users can see the trending of data over time, which allows management to make decisions and react to issues before they become problems. For instance, to meet supplier negotiated discounts or revenue share goals, a User can quickly and easily view merchant and overall spending activity and pinpoint areas of opportunity and

improvement.

Program Administrators can easily monitor card programs with at-a-glance graphical displays that integrate, organize and present snapshots of key information, helping answer critical questions, such as:

- What is my total spend year-to-date?
- How does my total spend compare to last year at this time?
- Which is my top merchant for each spend category?

Customize Key Information

Program Administrators can set up, maintain and save different Merchant Spend Dashboard views by modifying various parameters:

- Select up to 10 hierarchy positions in any combination of Bank, Bank/Agent and Bank/Agent/Company
- Determine period (e.g., monthly, quarterly, annually or year-to-date)
- Choose between Column, Column/Area or Line Charts for trending analysis
- Save, print or download as PDF or Excel

5.16 U.S. Bank will be able to provide comparative rebate reporting comparing the previous quarterly and annual rebates to the then current quarter/year.

U.S. Bank will provide comparative rebate reporting, which would compare the previous quarterly and annual rebates. This reporting has been tailored and adjusted to support evolving program needs.

Additionally, Relationship Managers would generally provide this information during business review meetings as desired by the Participating State. If a Participating State is interested in receiving this type of report, they should reach out to their designated Relationship Manager.

5.17 System will provide sales by merchant type (i.e. small business, minority owned, etc.) including Federal Diversity information.

U.S. Bank will acknowledge that many of the Participating States and Purchasing Entities are not using this functionality today, but as participants consider a reset of their current programs, U.S. Bank encourages Program Administrators to consider Enhanced Supplier Management Function (ESI) in Access Online. U.S. Bank is capable of providing sales information by merchant type, including Federal Diversity information. U.S. Bank is capable of storing and providing reporting on this information. This information will be provided to U.S. Bank by the merchant in the transaction data, however, through Enhanced Supplier Management Function (ESI), the Participating State or Purchasing Entity has the ability to provide their own details, which can be stored reported.

By using ESI management, Participating States and Purchasing Entities can benefit their program by ensuring that they have current, accurate and complete information for reports and program management. In addition, Program Administrators can accurately track and support purchasing programs (e.g. minority-owned, veteran-owned, or woman-owned businesses) for maximum tax benefits. Reporting of this information would fall under custom reporting. It can be requested through a designated Account Coordinator and delivered via Data Exchange.

Additional Reporting Solutions

With the passing of IRC section 6050W, responsibility for 1099-MISC reporting now resides with the merchant processor for reportable payments made with a payment card. Should a Participating State or Purchasing Entity choose to utilize 1099-MISC reports for internal and/or auditing purposes, the following reporting solutions are available on Access Online:

- Supplier Summary for Form 1099-MISC—Provides a summary of expenditures and supplier profile information for “Form 1099-MISC” reporting to the Internal Revenue Service (IRS). The report compiles the key data elements required for 1099 reporting.
- Unmatched Transaction Analysis for Form 1099-MISC—Compiles transactions for merchants where a profile was unavailable at the time of reporting. This report identifies merchants where additional research is required for 1099 reporting.
- Supplier Summary by Socioeconomic Indicator—Summarizes expenditures that have occurred with suppliers where there is socioeconomic data about the suppliers’ locations (e.g., woman-owned, minority-owned, veteran-owned and Small Business Administration-designated enterprise indicators).
- 1099/Socioeconomic Electronic Data File—Annual or quarterly data file providing 1099 summary information electronically to the organization via a variety of delivery methods (CD, Access Online, etc.). It includes both supplier 1099 information and socioeconomic information and is ideal for clients with larger volumes of data or those who prefer scheduled delivery of the information.

6. DATA TRANSFER/INTEROPERABILITY

6.1 System will be accessible in accordance with Section 508 (Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998) - accessibility.

6.2 System will be supported (at a minimum) by Internet Explorer, Edge, Firefox, Safari and Chrome.

6.3 System will allow for downloads, data transmissions, and integration in support of non-standard/standalone financial management systems, including legacy systems.

6.4 System will be able to provide Purchase Card information and transaction detail in a format compatible with all Enterprise Resource Planning (ERP) or e-procurement systems utilized by any Participating State/Purchasing Entity that is part of this Master Agreement. Those systems include, but are not limited to any SAP, Banner, Oracle, Periscope, or PeopleSoft systems.

U.S. Bank will work with the Participating State or Purchasing Entity to integrate their commercial payment program information with their financial systems. From accounts payable to electronic expense reporting and eProcurement, U.S. Bank will have successfully integrated solutions with all major financial ERP systems, including SAP, Banner, Oracle, Periscope, PeopleSoft and more. U.S. Bank currently integrates with over 50 systems and have been successful interfacing with new systems U.S. Bank are not familiar with. If a system is unable to accept standard file options, U.S. Bank will have the ability to create custom financial extracts to meet the need.

Effective financial extracts contribute to increased processing efficiencies and cost savings. Access Online allows Participating States and Purchasing Entities to extract the data they need in the most efficient, convenient format, providing a wide variety of financial extract options to meet specific integration requirements. Options for financial extracts include:

- Standard Financial Extracts—Appropriate for clients desiring a quick to implement, low maintenance, automated extract solution. If a standard financial extract is appropriate, the Participating State or Purchasing Entity will receive a basic financial extract at the end of each cycle in a format that is compatible with their systems.
- General Ledger Extracts—Directly integrate with the Participating State or Purchasing Entity’s general ledger system. Participating States and Purchasing Entities control where transactions are allocated, how extracts are structured and when data is

delivered, which provides more control over transaction data. If the organization receives a daily general ledger extract, they can customize the daily file by choosing a specific number of previous days to include in the file. Participating States and Purchasing Entities can receive general ledger extracts daily or at the end of each cycle.

Output Format

The State can choose the output format that best suits the Participating State or Purchasing Entity's needs. The output file format indicates the unique positioning and layout of data within an extract file. U.S. Bank offer four primary output file types:

- Statement Billing File 2.0/2.5 (SBF 2.0/2.5)—U.S. Bank standard statement file that contains transaction data with allocation information; primarily used to populate the Participating State or Purchasing Entity's general ledger with transaction information.
- VCF 4.0 (UVCF 4.0, USBC1.0)—Standard file format that contains transaction, account, hierarchy and Level II and Level III data for both corporate and purchasing card programs. This file type also supports the inclusion of allocation data from Access Online.
- U.S. Bank Commercial 2.0 (USBC2)—Accommodates U.S. Bank Virtual Pay and Order Management programs. USBC2 is based on USBC1 with the addition of user line items, Virtual Pay or Order Management data.
- Reconciliation (RCON) Standard Extract—This file type accommodates U.S. Bank Virtual Pay programs and contains basic transaction detail data and the matching payment instruction (PI) and payment request (PR) data.

If U.S. Bank is not able to meet the needs of the Participating State or Purchasing Entity with the outputs above, U.S. Bank will have the ability to design custom financial extracts based around the required parameters.

Member List Reporting

U.S. Bank has the ability to deliver a member list (account list) to ERP and expense reporting systems. U.S. Bank often work with Purchasing Entities to interface the account number and profile information into these systems to eliminate the data entry process for the Program Administrators. With a daily member list transmission Program Administrators, no longer need to maintain the account number within internal financial systems as accounts close and reissue due to lost/stolen or fraud. Program Administrators can still keep track of reissues if they desire, by pulling an Account Status Change report from Access Online.

Reporting and Financial Extracts by State

U.S. Bank currently supports standard financial extracts through Access Online (such as the SBF, VCF, USBC2 and RCON) and custom reports developed by our Management Information Systems (MIS) reporting department. In total, we have conducted 262 standard financial extracts and 350 MIS custom reports and standard reports.

Strategic Partnerships

U.S. Bank has maintained partnerships with SAP Concur and Chrome River to help support commercial card and virtual payment programs for clients. Details of these relationships are presented below:

- SAP Concur—With more than 1,000 mutual clients, U.S. Bank and SAP Concur have enjoyed a long relationship that results in a smooth implementation and maximized data integration for mutual clients. SAP Concur is also data-certified to receive U.S.

Bank's global consolidated data feed to support international reporting needs.

- Chrome River—By working with Chrome River, U.S. Bank can collaborate closely to support mutual clients, whether that involves simple sharing of a data feed or coordination to support unique client requirements. Strategic agreements will allow organizations to fully integrate business travel payment and data-reporting tools with Chrome River's expense management solution. Cardholders can track expenses including out of pocket, make payments and reconcile expenses all in one place, using one password.

6.5 U.S. Bank shall be able to provide, at no cost, the entire banking information flat file at the frequency requested by the Participating State or Purchasing Entity in accordance with standard File Transfer Protocol (FTP). At a minimum, file outputs will include CSV (comma delimited) format and XLS.

U.S. Bank can provide, at no cost, the entire banking information flat file at the frequency requested by the Participating State or Purchasing Entity in accordance with standard File Transfer Protocol (FTP).

Financial Extracts

The industry standard financial extracts support the frequency offerings of daily or cycle based extraction and can be delivered via Access Online Data Exchange for manual retrieval or via FTP transmissions of Native FTP, Secure FTP, AS2, HTTPS or Connect: Direct via VPN and can be partnered with PGP Encryption for automation.

File Output

File outputs vary based on industry file outputs including ASCII- character fixed length Text, Variable length tab delimited and Excel (XLS). Additional options are available based on client designed custom financial extracts that include but are not limited to .DAT, CSV, XML and Text (TXT).

Reporting Output

Standard reporting output options include PDF, XLS and HTML, while active reports can also be exported with CSV and XML. The ad hoc reporting tool Flex Data, supports PDF, CSV and XLS.

6.6 System will have the ability to create custom extract files/mappers at no charge to the customer for automatic feed into their financial systems (i.e. SAP, Oracle, SMFA, SQL, PeopleSoft, Excel, etc.). This custom file will be created in such a manner that it can be imported into the Purchasing Entity's financial system with no interaction, special programming, or manual entry of transaction data.

U.S. Bank custom financial extracts/mappers are designed and developed by U.S. Bank's Extract, Transform and Load (ETL) Development group at no cost to the Purchasing Entity. ETL's primary purpose is to develop and support custom financial extracts/mappers, as well as industry standard financial extracts for clientele with output file counts exceeding 3,000 a day.

Request Process and Roles & Responsibilities

To request a custom financial extract/mapper, the Purchasing Entity may request support from their respective Relationship Manager, who in turn will request support from the U.S. Bank Technical Integration team for an assigned Technology Consultant.

A U.S. Bank Technology Consultant will work with the Purchasing Entity's technical resource(s) to understand the custom financial extract/mapper requirements. Based on the file specifications provided and by asking additional clarifying questions, including file type, standard financial

extract or general ledger extract, file layout, timing options, event triggers, distribution and notifications, the U.S. Bank Technology Consultant will work with the U.S. Bank ETL Development group to validate the design and business requirements based on the Participating State or Purchasing Entity's needs.

The U.S. Bank ETL Development group will use these specifications to develop the file requirements. Upon successful coding, U.S. Bank ETL Development group will provide test files for the Purchasing Entity's technical resource(s) to test and confirm that the code is successful. After receiving the Purchasing Entity's approval, the code will be moved to production.

Transmission Delivery

Regarding transmission delivery, U.S. Bank can provide a data transmissions with PGP Encryption via Secure FTP, Native FTP, VPN, Connect: Direct with VPN or AS2.

A U.S. Bank Technology Consultant will work with the Purchasing Entity's technical resource(s) to review the transmission protocol options and submit the request for the U.S. Bank Managed File Services team to engage in setup and connectivity testing with the defined technical resources. Testing is completed on both UAT and Prod transmission lines to validate connectivity with the passing of test files. Upon success of receipt and validation by the Purchasing Entity's technical resource(s), the transmission line will be moved to production.

Custom Reports

To request a custom report, Program Administrators can call or e-mail Service Point, or their designated Account Coordinator or Relationship Manager. Once the U.S. Bank representative understands the needs of the Purchasing Entity, they will submit a request to the MIS reporting department. The Program Administrator can also provide a file specifications document or sample report if available. Custom reports are typically created within three to five business days, depending on the complexity of the request, and can be delivered directly to the Program Administrator's data exchange box. Additionally, Access Online allows users to run standard and Flex Data ad hoc reports through the use of multiple selection, sorting and output functions.

Custom Financial Extracts by State

U.S. Bank has worked to integrate solutions with each individual Participating State's specific needs.

7. SECURITY; CONFIDENTIALITY & INTELLECTUAL PROPERTY

7.1 System will be PCI DSS compliant throughout the term of the contract.

7.2 System Electronic Data Interchange (EDI) standards will be compliant with ANSI ASC.

7.3 U.S. Bank and any Purchasing Entity may have access to, and each party may provide to another party, information that the owner of such information regards as confidential or proprietary. "**Confidential Information**" includes information of a commercial, proprietary, or technical nature whether now in existence or hereafter created. Confidential Information includes, but is not limited to, the following: (i) information marked as "confidential" or similarly marked, or information that a party should, in the exercise of reasonable judgment, recognize as confidential; (ii) Intellectual Property of each party; (iii) Identification Information; (iv) the business, financial or technical information of each party and its respective affiliates; (v) each party's objectives, materials, financial results, technological developments and other similar proprietary information and materials; and (vi) notes, memoranda, analyses, compilations, studies and other documents,

whether prepared by either party or for either party, which contain or otherwise reflect Confidential Information.

Exceptions

Confidential Information does not include information that (i) is already rightfully known to the receiving party at the time it obtains Confidential Information from the disclosing party; (ii) becomes generally available to the public other than as a result of disclosure in breach of this Master Agreement, applicable Participating Addendum, or any other confidentiality obligations between the parties; (iii) is received on a non-confidential basis from a third-party reasonably believed to be authorized to disclose such information without restriction and without breach of this Master Agreement or an applicable Participating Addendum; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by a party without the use of any proprietary, non-public information provided by the other party.

U.S. Bank may (i) use and disclose a Purchasing Entity's Confidential Information to the extent necessary to maintain compliance with Network operating rules and regulations; (ii) use and disclose a Purchasing Entity's Confidential Information to the extent reasonably required to maintain compliance with and/or achieve the purposes of the Master Agreement or applicable Participating Addendum; or (iii) use and disclose a Purchasing Entity's Confidential Information to any entity or third-party to the extent that such data is aggregated or summarized, or presented in a manner that does not directly or indirectly identify such data as attributable to a Purchasing Entity or Cardholders for the purpose of data analytics and program optimization.

Portions of a Purchasing Entity's Commercial Card and transaction data are captured by third parties during the course of any transaction, including, any third party providers supporting the flow of the transaction, the Network, merchants, and merchant processors during the course of normal business operations. All such third parties shall not be considered an agent of U.S. Bank for purposes of this section.

Restriction and Care

Each party shall hold Confidential Information in confidence and disclose Confidential Information only to those employees or agents whose duties reasonably require access to such Confidential Information. Each party must protect Confidential Information using at least the same degree of care it uses to protect its own Confidential Information, but in no event, less than a reasonable degree of care to prevent unauthorized disclosure or duplication (except as required for backup systems) of such Confidential Information. Each party shall cause its agents and employees, to hold and maintain Confidential Information in confidence, and shall only use and disclose such Confidential Information for the purpose of performing its obligations, exercising its rights, or enforcing its rights under the Master Agreement or an applicable Participating Addendum, or as otherwise expressly permitted by the Master Agreement or an applicable Participating Addendum.

Disposition of Confidential Information

Upon termination of the Master Agreement or an applicable Participating Addendum, each party shall immediately, upon election by the disclosing party, return or destroy all Confidential Information in its direct or indirect possession or control that is the sole property of the disclosing party; provided, that U.S. Bank may retain particular transaction data with respect to the Commercial Cards as is necessary to perform its billing functions and to maintain compliance with the Network operating rules and regulations. Upon written request, the recipient will provide the disclosing party written certification of destruction of any Confidential Information. U.S. Bank and

Purchasing Entity may retain one copy of Confidential Information for archival purposes in accordance with applicable law, rule, or regulation. The receiving party shall return any Confidential Information maintained in an electronic format to the disclosing party in an industry standard format or, at the option of the owner, deleted and removed from all computers, electronic databases, and any other media.

Compelled Disclosure

Each party shall promptly provide, to the disclosing party, notice of any order by a court or governmental agency to disclose any Confidential Information, so the disclosing party may seek an appropriate protective order. U.S. Bank may be prohibited by a governmental agency from disclosing the governmental agency's request for Confidential Information, and under such circumstances, U.S. Bank is excused from notifying the Purchasing Entity of any disclosure of Confidential Information thereunder. Each party shall disclose Confidential Information only to the extent required by applicable law.

Non-Publicity

Any Purchasing Entity shall not make any "case study," testimonial, press release, or other public announcement regarding the Master Agreement or an applicable Participating Addendum or any activities performed hereunder or thereunder, unless required to do so by applicable law. Any Purchasing Entity shall obtain the prior written approval of U.S. Bank's Media Relations department for any press release that Purchasing Entity seeks to release that contains U.S. Bank's identity. The Purchasing Entity shall provide U.S. Bank with at least 15 business days to review and respond to any such request for approval.

Open Records

Nothing in this section shall be construed to limit or prevent a Purchasing Entity from disclosing information to the extent required under the open records laws or regulations applicable to such Purchasing Entity.

- 7.4 Appropriate reporting procedures are identified by Information Protection Services (IPS) on an as needed basis and approved by the Information Security Steering Committee (ISSC) to ensure information security events and weaknesses associated with information systems are communicated allowing timely corrective action to be taken. Responsibilities and procedures are in place to handle information security events and weaknesses effectively once they have been reported. A process of continual improvement is applied to the response activities and overall management of information security incidents. As necessary, evidence is collected for root cause analysis and extent of damage, to provide a determination of culpability or to comply with regulatory requirements. Throughout this process the integrity of the evidence is maintained to meet forensic requirements. U.S. Bank periodically exercises its Computer Security Incident Response Plan in accordance with regulatory requirements and to ensure procedures are adequate to manage U.S. Bank's response to a security incident.

The Global Monitoring and Detection team and Computer Security Incident Response Team (CSIRT) partner with a Global Security Services Provider to provide 24x7x365 security monitoring and incident response services. The Global Security Operations Center ("GSOC") is staffed around the clock with qualified information security experts. Internally, U.S. Bank maintains a staff of intrusion detection and Security Information and Event Management ("SIEM") experts who are on call 24x7x365 to investigate any incidents reported by the Intrusion Detection Systems (IDS) or escalated by the GSOC provider.

U.S. Bank utilizes several different products to identify intrusion attempts. Standard operating procedures exist to monitor suspicious activity and identify use cases for alerting. IPS has multiple controls in place including, but not limited to, Distributed Denial-of-Service (“DDoS”) monitoring, web log monitoring, IDS and malware content controls and file integrity monitoring for high risk systems.

Logs from various security technologies are ingested by the SIEM monitoring tool to alert on anomalies and misuse cases. After an alert is triggered in the SIEM, it is investigated and automatically routed into the security case management tool. A security analyst is assigned to investigate the issue to determine which incident response procedure is applicable, per CSIRT guidelines.

U.S. Bank has a team of trained incident response experts and teams dedicated to responding to cybersecurity incidents and events including the following:

- Global Threat Detection and Event Management: U.S. Bank’s 24x7x365 monitoring by security professionals providing first line of support.
- Global Security Monitoring and Detection: IPS team of security professionals in charge of system deployment, support, configuration and analysis for security systems and events.
- Computer Security Incident Response Team: IPS team of cyber security professionals track down, investigate and mitigate threats.
- Cyber Intelligence: A variety of external information sources, including:
- Security Tools: A variety of software tools used to protect, detect, mitigate, block and analyze threats.
- External DDoS Services: U.S. Bank uses specialized protection services from internet service providers for large-scale attack detection and mitigation strategies.

7.5 U.S. Bank shall provide prompt notice to Participating States and Purchasing Entities in the event that U.S. Bank becomes aware that Personal Data of the Participating State and or Purchasing Entity’s has been compromised as a result of a breach of security at U.S. Bank, its Affiliates or its Agents. Notifications to impacted customers will be based on applicable federal or state notice requirements and notice to corporate clients will be delivered by the relevant business line under the terms of the applicable client agreement.

7.6 U.S. Bank publishes and maintains enterprise-wide information security policies establishing requirements to protect information assets. U.S. Bank performs vulnerability scans (external and internal), incident and threat monitoring using applicable security advisories and security baseline management of systems platforms.

U.S. Bank provides solutions and services that encompass efficient and effective business processes, security monitoring, detection, prevention, incident response and centralized reporting and trending. These solutions and services manage risk to support secure and sustainable information technology services to meet the needs of U.S. Bank’s internal and external customers.

7.7 U.S. Bank will provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

Enterprise information assets are protected from disclosure, modification, deletion or loss in accordance with the sensitivity of the information and the risks associated with its disclosure to

unauthorized individuals. U.S. Bank has established handling procedures and access controls commensurate with the data for each information classification. Handling practices related to storage provide reasonable protection of information, regardless of form, against unauthorized disclosure.

U.S. Bank's Information Security policies, along with the Clean Work Area Guidance ("Guidance"), provide the framework for personnel to protect information while handling it at their desks and in their work areas. The Guidance describes what personnel will do to maintain a clean work area while handling confidential information and helps personnel understand how to handle non-public information based on the classification, location and volume of information.

Protection may include hardware, software or other mechanisms to appropriately control access to U.S. Bank Confidential or U.S. Bank Personal information. Information classified as Personal is not to be used or requested in business processes that do not strictly require it. U.S. Bank personnel are not allowed to divulge, use or attempt to access customer information except in a manner consistent with stated services to the customer and for authorized business purposes. Non-Disclosure Agreements will reflect this intent. Personal information will not be copied from secure locations. This includes dedicated application databases or other locations where access is limited by role and is transferred to locations not managed with the same access controls. However, if the storage is temporary to support a business need, the file is removed or deleted immediately after the business need is fulfilled.

- 7.8 Enterprise information assets are protected from disclosure, modification, deletion or loss in accordance with the sensitivity of the information and the risks associated with its disclosure to unauthorized individuals. U.S. Bank has established handling procedures and access controls commensurate with the data for each information classification. Handling practices related to storage provide reasonable protection of information, regardless of form, against unauthorized disclosure.

U.S. Bank's Information Protection Program has policies with requirements for prevention of unauthorized physical access, damage and/or interference to enterprise premises and information, including those related to the areas where critical or sensitive information is processed and handled.

Equipment and information systems are protected from physical and environmental threats. Protection of equipment (including equipment used off-site and the removal of property) is necessary to reduce the risk of unauthorized access to information and to protect against loss or damage, including storage and disposal. Special controls are designed as needed and required to protect against physical threat, such as the appropriate electrical supplies and cabling infrastructures.

The Data Loss Prevention ("DLP") program identifies and protects sensitive data from being shared with unauthorized parties. The DLP program also includes the implementation and application of security policies, procedures and technical solutions to significantly lower the risk of data leakage.

- 7.9 U.S. Bank's Enterprise Preparedness Program establishes and supports U.S. Bank organization's Business Continuity and Contingency Planning Program. The program is designed to evaluate the impact of significant events that may adversely affect customers, assets or employees. This

program helps ensure that U.S. Bank and its applicable affiliates can recover mission-critical functions and applications, thereby meeting fiduciary responsibility to stakeholders and complying with the requirements of the Federal Financial Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC), the Financial Industry Regulatory Authority (FINRA) and the Office of the Superintendent of Financial Institutions (OSFI). In addition, U.S. Bank will have met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System.

The U.S. Bank Board of Directors approves the U.S. Bank Enterprise Preparedness Policy annually and key issues and status are reported to the Board and senior executives on a periodic basis.

Crisis Management (CM) manages and coordinates the enterprise response to adverse events that threaten to harm organization, stakeholders, employees, assets or reputation. The enterprise response focuses on the safety of all employees, customers and assets of U.S. Bank; minimizing disruption of service and/or inconvenience to customers; returning to a business-as-usual state as quickly as possible; and limiting any potential liability of the organization.

Additionally, CM maintains situational awareness and facilitates CM planning, conducts training, tests, exercises and maintains the emergency notification system. Crisis Management oversees the information flow between our lines of business, tiered response teams and executive management. The tiered incident response teams consist of the following:

- Executive Crisis Management Team
- First Response Executive Team
- International Response Team
- Emergency Response Team

The U.S. Bank Pandemic Preparation and Response Plan was developed in partnership with senior leaders and other critical support departments to prepare for the possibility of pandemic flu in the same way that U.S. Bank prepare for other events that could affect employees, customers and communities. The plan was prepared in communication with public officials, pandemic planning experts, various state and local organizations and other financial institutions and businesses. The plan augments procedures already in place as part of the existing Enterprise Preparedness Program and outlines strategies to mitigate the impact of a pandemic upon company, employees and customers.

U.S. Bank has resources dedicated to the Enterprise Preparedness Program and detailed Business Continuity Plans and Disaster Recovery Plans for the restoration of critical processes, applications, infrastructure and operations. Key features of planning process include:

- Employee safety strategies and communications/notifications
- Systems and telecommunications accessibility
- Alternate physical site location and preparedness
- Emergency notification processes and systems
- System and data backup and recovery
- Pandemic and high employee absenteeism

The Enterprise Readiness Services department coordinates strategy, planning, testing, reporting and monitoring of the U.S. Bank Enterprise Preparedness Program across the organization. The

Enterprise Preparedness group has set forth guidelines which incorporate industry best practices for recovery of critical business units, recovery of technology and emergency and crisis management response and integrates the program into the overall risk management framework.

- Criticality assessments—The Criticality assessments are used in the determinations of business process and application recovery time objectives, which addresses impacts based on financial, operational, reputational and regulatory risk factors.
- Business impact analysis (BIA)—The BIA measures the effects of resource loss and escalating losses over time in order to provide management with reliable data upon which to base risk mitigation and continuity planning. BIA is reviewed biennially in conjunction with plan.
- Threat vulnerability—U.S. Bank’s Enterprise Preparedness Program utilizes a Threat Vulnerability Analysis (TVA) process, biennially, to assess the risk of major natural hazard events and the impacts of those events on U.S. Bank corporate locations and the mission critical processes/technologies executed at those locations. This analysis drives strategic recovery planning for continuity of operations for these processes and technologies at the selected locations. The planning process assists in mitigating the potential concentration risk exposure of a single natural hazard or man-made event to any particular location or process.

7.10 U.S. Bank (the Company) risk Management Organization and Framework is derived from established regulatory guidance as well as proven risk management practices and principles that have evolved over time. Executive management is responsible for developing strategic and financial plans that align with the Company’s risk appetite and for effective execution of the Company’s various Risk Management Processes. Consistent application of the Company’s Risk Management Framework across risk types as well as Business Lines (BLs) support functions, Risk Management and Compliance (RM&C) and Corporate Audit Services supports a comprehensive and systematic approach to managing the Company’s risk-taking activities.

Risk Governance and Oversight

The Company’s risk governance and oversight approach ensures clear lines of risk management accountability and a structured escalation process of key risk information. The Board of Directors of U.S. Bank, principally through its Risk Management Committee (RMC) and its Audit Committee, performs the highest level of oversight. Management oversight of risk management activities is directed by the Executive Risk Committee (ERC), which is chaired by the Company’s Chief Risk Officer (CRO). The ERC is further supported by Senior Operating Committees, each responsible for a specified risk category.

Risk Management—Three Lines of Defense

The Company’s risk governance and oversight structures are supported by a risk organization that employs a Three Lines of Defense model for establishing a system of checks and balances. The Company’s approach is consistent with sound risk management principles and industry best practices.

The design of the Company’s Three Lines of Defense model, including reporting lines, talent and performance management activities and compensation programs helps establish line of defense functions with expertise and stature necessary to deliver critical insight and assessment, as well as sustain credible challenge.

Many of the Company's activities require coordination across BLs, RM&C and support functions. Accordingly, the First Line of Defense and Second Line of Defense work together to establish maintain and demonstrate effective end-to end processes and controls.

First Line of Defense

The First Line of Defense is responsible for identifying, assessing and managing risks associated with its activities in compliance with established boundaries such as risk appetite, risk limits and policies. For critical processes, especially those that impact the customer, the First Line of Defense will establish controls and other appropriate risk responses designed to "do things right the first time." Further, the First Line of Defense will establish mechanisms (that is, Quality Control and Quality Assurance) to self-detect and correct any errors in a timely manner.

The First Line of Defense role aligns with the Company's revenue-generating BLs; their activities warrant robust independent oversight to ensure risks are managed within established parameters. The Business Line Chief Risk Officer (BL CRO) is the senior-most risk position within each of the Company's BLs and support functions. BL CROs report directly to a Vice Chair or Managing Committee member and indirectly to the Company's CRO. The BL CRO is responsible for operating a BL or support function risk management program that supports compliance with the Company's Risk Management Framework and Risk Appetite Statement requirements. BL CROs also serve as key liaisons to Second Line of Defense Functions.

Second Line of Defense

The Second Line of Defense is primarily comprised of the Company's independent risk management organization, RM&C, which reports directly to the Company's CRO. Additionally, Support Function processes may fulfill Second Line of Defense responsibilities for certain risk-taking or risk management activities.

The Second Line of Defense helps translate risk appetite and strategy into actionable risk limits and policies, which are set by designated Operating Committees within the Company's Risk Governance and Oversight Committee Structure. The Second Line of Defense shares responsibility with the First Line of Defense for implementing limits and policies and monitors the First Line of Defense for conformity with those items. Furthermore, the Second Line of Defense provides reporting and escalation of emerging risks and other concerns to senior management, designated Operating Committees, the ERC as well as the RMC.

To satisfy the underlying separation-of-duties principle for Support Functions, RM&C provides both independent risk management and independent oversight and assessment, as appropriate. All Support Function and Business Line activities are subject to Risk and Control Self-Assessment requirements and independent risk management by Operational Risk Management.

Operational Risk Management

Operational Risk Management (ORM) provides oversight of the Company's Operational Risk Policy and Framework. The ORM function promotes risk identification, assessment, measurement and control of material risks tied to people, process, systems or external events. ORM sets operational risk appetite limits; deploys risk assessment measurement tools; establishes central standards to ensure consistent business use and compliance with Framework components; and monitors remediation activities, including conducting bank-wide root cause analysis.

The ORM Framework is designed to protect the Company from financial loss associated with operational risk events, protect the Company's reputation, customers, employees and ensure compliance with regulatory requirements and supervisory expectations. Consistent with the Three Lines of Defense model, ORM supports and oversees effective First Line of Defense implementation of operational risk limits, policies and other requirements.

Third Party Risk Management (TPRM)

The Company's TPRM process is designed to ensure that the Company's third parties comply with Company standards and regulatory requirements. TPRM monitors current third parties, facilitates risk assessments and provides oversight of First Line of Defense compliance with the Company's TPRM policy and processes. Overview of the U.S. Bank TPRM Program is available upon request.

Corporate Compliance

The Corporate Compliance Program features seven key elements: Compliance Governance and Oversight, Culture of Compliance, Identify and Assess Compliance Risks, Control and Mitigate Compliance Risks, Test and Monitor Compliance Risks, Take Corrective Action on Compliance Issues and Executive Reporting. The Company relies on compliance risk assessments to assess and report its risk of legal or regulatory sanctions, financial loss or loss to reputation due to a failure to comply with laws, rules and regulations. Compliance risk is broader than the risk of violating a particular compliance requirement, as it includes risk of harm to customers and risk to the Company's reputation that could result from sanctions and related negative publicity.

Assessing compliance risk is a joint responsibility of Corporate Compliance, BL management and First Line of Defense employees. The collaborative risk identification and measurement process helps ensure the BLs manage compliance risk (that is, apply focus and resources) and informs all other compliance activities. The goal is a comprehensive view of compliance risk that is current, credible and reportable by business, product and Compliance Requirement.

BLs have primary responsibility for control activities and establish and maintain controls appropriate to ensure adherence with Compliance Requirements. Therefore, each BL will understand and document its key business processes, the compliance risks associated with those business processes and the key compliance controls designed to mitigate or manage those risks. Corporate Compliance provides regulatory compliance expertise through the Compliance Risk Management Specialist role to BLs in designing and documenting effective compliance controls, as well as establishing BL control effectiveness criteria.

Third Line of Defense

Corporate Audit Services is responsible for providing the Audit Committee and senior management with risk-based, independent assurance services designed to evaluate and improve the effectiveness of risk management, control and governance processes of the Company, affiliates, wholly owned subsidiaries and entities where the Company owns a majority (controlling) interest. This auditing framework results in an affirmative statement across the First and Second Lines of Defense regarding the state of controls as well as the state of risk management.

- 7.11 Security. "Secured Information" means information regarding Commercial Cards, passwords, personal identification numbers, and other sensitive information or Confidential Information of either party.

Any Purchasing Entity will safeguard Secured Information provided by U.S. Bank in a manner that is no less stringent than those applicable to Purchasing Entity's own proprietary information and shall endeavor to install and maintain reasonable cybersecurity defenses to protect against unauthorized use or access of Secured Information or Access Online.

7.12 Intellectual Property.

U.S. Bank Intellectual Property. U.S. Bank, or its affiliates, is the owner or licensee of any and all Intellectual Property or other proprietary right associated with U.S. Bank products and services, including, but not limited to, the Commercial Card program, related materials, and derivatives. Except as expressly stated in the Master Agreement or applicable Participating Addendum, Purchasing Entity shall not use, copy, redistribute, publish, or retransmit any portion of U.S. Bank products or Intellectual Property without the express written consent of U.S. Bank. Purchasing Entity shall not change or delete any proprietary notices contained on or in any written or electronic materials supplied by or through U.S. Bank. Nothing in this Section, the Master Agreement, or applicable Participating Addendum grants any ownership right to Purchasing Entity. U.S. Bank remains the sole owner of any and all its Intellectual Property.

Purchasing entity Intellectual Property. Purchasing Entity is the owner or licensee of any and all Intellectual Property or other proprietary right associated with Purchasing Entity's name, trademarks and service marks. U.S. Bank shall not use, copy, redistribute, publish, or retransmit any portion of Purchasing Entity's Intellectual Property without the express written consent of Purchasing Entity. U.S. Bank shall not change or delete any proprietary notices contained on or in any written or electronic materials supplied by or through Purchasing Entity. Purchasing Entity remains the sole owner of any and all its Intellectual Property.

Software License.

Subject to a Purchasing Entity's compliance with this Section, U.S. Bank grants each Purchasing Entity a non-exclusive, non-transferrable license to use and access Commercial Cards on U.S. Bank's or U.S. Bank's third-party licensor's software.

U.S. Bank, or its third-party licensors, retains all rights, title, and ownership of the Commercial Cards (but not the Commercial Card data) and software, any documentation provided with the Commercial Card or software, and any works derived from the software or U.S. Bank or its third-party licensors' Intellectual Property. U.S. Bank asserts that the software is protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States, Canada, or other jurisdictions. Any property rights not granted in this Section are reserved by U.S. Bank or its third-party licensors.

U. S. Bank or its third-party licensors may, from time to time, provide updates of the software. Such updates replace the software initially licensed to a Purchasing Entity and do not constitute an additional license to use the software.

Any Purchasing Entity may not (i) reverse engineer, decompile, or disassemble the software, or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii) transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access except as provided by U.S. Bank; (iv) disclose part or all of the software to any third parties except as explicitly authorized by U.S. Bank; (v) use all or part of the software to advise, consult, or otherwise assist any third parties except as explicitly

authorized by U.S. Bank; and (vi) otherwise use the software in any manner that would compete in any way with U.S. Bank's business.

Any Purchasing Entity shall permit U.S. Bank reasonable access to any records, systems or operations to ensure that such Purchasing Entity is in compliance with the license granted in this section.

8. CUSTOMER SERVICE

Customer service and support are key to the successful operation of any card program.

- 8.1 U.S. Bank will provide at least one (1) designated Relationship Manager assigned to each Participating State. Relationship Manager may provide service to multiple states as long as service level meets each of the Participating State's requirements.
- 8.2 Relationship Manager will be familiar with all aspects of Category 1 – Purchase Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.
- 8.3 Relationship Manager will be available to Program Administrators and Master Agreement Administrators Monday through Friday during the Participating State's regular business hours.
- 8.4 Relationship Manager will provide managing account support to Program Administrators and contract support to Master Agreement Administrators in each state.
- 8.5 U.S. Bank will provide at least one (1) designated Account Coordinator assigned to each Participating State to support all Purchasing Entities within that state. Account Coordinator may provide service to multiple states as long as services level meets each Participating State's needs.
- 8.6 Account Coordinator will be familiar with all aspects of Category 1 – Purchase Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.
- 8.7 Account Coordinator will be available to Program Administrators Monday through Friday during the Participating State's/Entity's regular business hours.
- 8.8 Account Coordinator will provide day-to-day account management support to Program Administrators and Cardholders.
- 8.9 U.S. Bank will provide a domestic and international toll-free numbers available to cardholders 24/7/365.
- 8.10 U.S. Bank has deployed a number of Relationship Managers specifically engaged in the NASPO ValuePoint program. These Relationship Managers have worked with the program throughout its entirety and have built meaningful, collaborative relationships. U.S. Bank is providing at least one (1) designated Relationship Manager assigned to each Participating State. In some States, up to three (3) designated Relationship Managers support the Purchasing Entities depending on the size and scope.

The current Relationship Managers are familiar with all aspects of the Category 1 Purchase Card agreement and services. The Relationship Managers supporting the Participating State's today have an average of 14 years managing these States and are assigned exclusively to Public Sector. Relationship Managers are geographically dispersed to better serve our clients across the United States and are strategically located in regions near their Participating States or are at least located in a comparable time zone. They are available Monday through Friday during the Participating State's regular business hours and will provide Managing Account support to Program

Administrators and contract support to Master Agreement Administrators.

U.S. Bank's Relationship Managers are dedicated to providing ongoing consultation for program growth and best practices. Relationship Managers are available to hold account reviews and will discuss program performance, benchmarking, statistics and opportunities for growth. Coupled with industry expertise, Relationship Managers are provided with the tools necessary to assist in developing and maintaining a winning commercial card program. Participating States and Purchasing Entities will have access to U.S. Bank and industry statistics, comparative practice studies and case studies, as well as performance and assessment tools. Relationship Managers will use these tools to assist in identifying opportunities for program growth and moving spend to a more efficient program and away from traditional check payments. U.S. Bank will provide the Participating States and Purchasing Entities with a wealth of information and support that will encourage program growth and adherence to industry best practices.

If additional States choose to join the program, U.S. Bank has the depth of resources available to help the growth of the program.

In addition to the designated Relationship Managers, U.S. Bank has designed two Account Managers to assist in supporting the various Purchasing Entities who spend \$2,000,000 in annual charge volume or less. These Account Managers function in the same capacity as a Relationship Manager for the Purchasing Entities but rely on the Participating State Relationship Manager designed above for overall program support and guidance.

- 8.11 U.S. Bank will provide at least one (1) designated Account Coordinator assigned to each Participating State, and to support the largest Purchasing Entities participating under the respective State. Additionally, U.S. Bank will provide a designated team of Account Coordinators to support all Purchasing Entities within that State, providing day-to-day account management support. These Account Coordinators will be trained on all aspects of Category 1 – Purchase Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.

In addition to the standard Account Coordinator training that all new employees receive, the Account Coordinators who support Participating States and Purchasing Entities go through a Public Sector/Higher Education Certification Training program. This training program includes a review of processes, policies, nuances, exceptions, program structure and Relationship Management mentorship. This additional training ensures that Account Coordinators assigned to program members are fully prepared to support this diverse program.

The Account Coordinator team is available Monday through Friday in the U.S. from 5 a.m. to 5 p.m. PST to support clients, including Program Administrators, with day-to-day questions and concerns, including the following requests:

- Account inquiry
- Manual authorization request
- Access Online reporting
- Company billing address change
- Fee inquiry
- Association Liability Insurance inquiry
- Statement discrepancy
- Cardholder name change or Social Security Number (SSN) correction
- Rush card delivery (fees may apply)
- Missing or misapplied payment

- Credit balance refund
- Program benefits and enhancements
- Past due account unblocking or reinstatement
- Standard Industrial Classification (SIC)/Merchant Category Code (MCC) blocking change

8.12 U.S. Bank will provide a designated customer service team familiar with all aspects of Category 1 of the Commercial Cards Solutions Master Agreement and the Participating State's Participating Addendum in order to provide consistent, relevant, and effective front-line customer service via phone or on-line, 24/7/365. The designated customer service team may provide service to multiple states as long as customer service level meets each Participating States' requirements.

The Customer Service managers, supervisors and trainers are all seasoned and familiar with the NASPO ValuePoint card program and incorporate their knowledge through their training protocol of new team members (such as identifying that an account belongs to a Participating State or Purchasing Entity, verifying a Program Administrator, responding to natural disasters and other emergencies, etc.).

Additionally, Client Services and Relationship Management collaborate with Customer Service management through the life of the contract to keep them up to date on any changes that occur to the various NASPO ValuePoint program agreements, especially items pertinent to Customer Service support.

U.S. Bank's in-house, 24/7/365 Customer Service Center is available toll-free and is fully dedicated to Cardholders. Cardholder customer services achieved a 91 percent top box score in overall Cardholder satisfaction and a 92.3 percent First Call Resolution in 2018.

U.S. Bank's two U.S.-based call centers are in Fargo, North Dakota and Coeur d'Alene, Idaho, while the Fraud Call Center is in Overland Park, Kansas.

Customer Service Representatives can assist with:

- | | |
|---|---|
| ▪ Lost or stolen card reports | ▪ Account closures |
| ▪ Cardholder Transaction Information | ▪ Cardholder Transaction Information |
| ▪ General Account Information | |
| ▪ Reporting Fraud | ▪ Decline Transaction Inquiries |
| ▪ Account balance and status | ▪ Spending limit availability |
| ▪ Card replacement | ▪ Payment due dates and mailing addresses |
| ▪ Card Delivery inquires | ▪ Sales draft and dispute requests and inquires |
| ▪ Manual authorization | ▪ Statement transaction inquires |
| ▪ Resetting passwords for Access Online | ▪ General Cardholder navigation for Access Online |
| ▪ Card activation support | ▪ Making a payment |
| ▪ Address changes | |

Emergency Protocol

U.S. Bank has designed an Emergency Response Protocol that is specific to the NASPO ValuePoint programs. In the case of an emergency, customers should contact the Customer Service Center for assistance. A Customer Service Manager with the necessary authority will be available to address their needs.

8.13 U.S. Bank Customer Service is available 24/7/365, providing after-hour, holiday and weekend coverage for Cardholders. Customer service centers, located in Fargo, North Dakota and Coeur

d'Alene, Idaho, are fully staffed by U.S. Bank employees every day of the year. U.S. Bank will not utilize a 3rd party for Customer Service.

- 8.14 The level of communication is determined by the severity of the issue and who is affected. If a major issue occurs, a client communication is produced by U.S. Bank and sent to Program Administrators by the Account Coordinator, Relationship Manager, or U.S. Bank's communications team. These communications will acknowledge and describe the issue that has occurred, the status of fix or timeline and express the planned resolution.

For smaller scale issues, U.S. Bank would reach out on a case by case basis based on client impact. Under these circumstances, a Relationship Manager or Account Coordinator would reach out to the Program Administrator to communicate the issue. Additionally, there are circumstances in which the Relationship Manager would meet with the clients on a regular basis to review the minor defects or issues.

Ongoing Technical Support

The Technical Help Desk is staffed 24/7/365 for Program Administrators at 877.452.8083. or via email at accessonlinesupport@usbank.com. Program Administrators would contact the Technical Help Desk with all Access Online system related questions.

Cardholders may utilize the Customer Support Area for general navigation and password resets; all other card program or system-related concerns should be directed to the Cardholder's Program Administrator.

Upon receiving a call from a client, the Help Desk classifies the call into two general groups:

- System Issues—If the caller indicates a connectivity issue or system error, the Help Desk will immediately validate the concern and report it to the Client Services Group (CSG), U.S. Bank's corporate response team for application, system or technical infrastructure problems. The CSG prioritizes and resolves issues according to client impact, with Severity 1 issues resolved within four hours, Severity 2 issues resolved within eight hours and Severity 3 issues resolved within three businessdays.
- Access Online Support—After determining that the call is not a system issue, the Help Desk identifies and logs the call into Connex, U.S. Bank's enterprise solution for issue tracking and resolution. Concerns, questions or issues that the Help Desk Representative cannot immediately answer are researched. If not resolved within two hours, the concern, question or issue is directed to Business Functional Analysts.

Issues and requests falling to Business Functional Analysts are generally caused by data anomalies or are very technical in nature, requiring in depth research and analysis and, quite likely, system development for resolution. Because Business Functional Analysts are directly responsible for managing Access Online system defects and change requests, they are perfectly aligned to address these types of requests.

- 8.15 Participating States and Purchasing Entities will need the support of a secure and knowledgeable team at all hierarchical levels of the Program.

U.S. Bank has supported the public sector state and local governments for more than 25 years. The NASPO ValuePoint program is considered a strategic partnership for U.S. Bank and a critical component of new hire and refresher training programs.

Relationship Managers are the focal point of U.S. Bank hierarchal level and the ones responsible for ensuring everyone below, above and lateral to them is aware of the requirements of the Master Agreement and Participating Addendums. These Relationship Managers responsible to

ensure that everyone throughout the organization understands the importance of these programs, nuances, exceptions, sensitivities and changes to client expectations.

Relationship Managers ensure that all areas of the organization are knowledgeable on the various NASPO card programs. They regularly engage and consult with various functional groups within U.S. Bank Corporate Payment Systems, such as Customer Service, Technical Help Desk and Client Services (Account Coordinators and their management). All levels of the organization are kept informed from Administrators, Supervisors, Managers and Senior Management.

Relationship Managers will also engage and inform various subject matter experts and leaders throughout the bank, for example U.S. Bank Implementation, the Card Setup and Maintenance Department, our Management Information Systems department, the Business Functional Analysts, our Product/Technology and Development Departments, Credit/Risk Management, Wholesale Banking, Treasury Management and more.

U.S. Bank will have Relationship Managers who are designated for each State program. In addition, the Vice President Relationship Manager oversees training and communication for the entire NASPO ValuePoint program.

In addition to public sector certification training, U.S. Bank will communicate with management, managing directors and executive level leaders, providing regular updates on the status of these NASPO ValuePoint relationships, both through reporting and executive calls. The Relationship Manager is also responsible for being a liaison between the customer and customer service, ensuring customer service is familiar with the nature of relationship, expectations of the client and special needs, such as emergency response protocol designed specifically for NASPO ValuePoint States.

8.16 U.S. Bank will benchmark customer service.

U.S. Bank's internal customer service benchmarks are set around basic assistance and telephone service. For basic assistance, U.S. Bank's performance benchmark is set at being available 24/7/365 to respond to account inquiries and problems. Regarding telephone service, U.S. Bank's benchmarks include answering at least 84 percent of all incoming calls within 30 seconds, as well as allowing no more than 4 percent of incoming calls to be abandoned from the queue. These benchmarks are defined based off customer feedback and internal analysis of service structure. U.S. Bank will meet these service benchmarks more than 99 percent of the time.

Monitoring and Adjusting Benchmarks

Through U.S. Bank's Command Center, designated supervisors and managers in Customer Service monitor performance metrics of customer service teams around the clock. Adjustments are made to staff as needed. In addition, daily reports of performance are being distributed and reviewed by a broader management team, including Client Services Management, to ensure U.S. Bank is meeting the performance standards for customers.

U.S. Bank will review a number of variables including timing and volume. This information assists in determining when system, process or staff changes are needed and how to act on the change.

8.17 U.S. Bank will have an established escalation process.

The U.S. Bank issue resolution protocol is structured to empower U.S. Bank's service representatives, supervisors and managers to resolve a broad range of problems appropriate to their position within Cardholder Service, Relationship Management and U.S. Bank Corporate Payment Systems as a whole.

An overall escalation process follows the structure outlined below. To ensure that service is not subject to repeating issues, client issues are tracked and reported to senior management:

- Customer Service / Technical Help Desk / Client Services / Relationship Management—
 - The majority of program issues are resolved within first line of support.
- Escalation Team / Manager / Supervisor—U.S. Bank standard protocol is to escalate to the first management level. If the issue is not resolved at this level, the item is reported to the General Manager for tracking and resolution.
- Senior Manager—The last stop for escalations, given that they have full control over the business line.

Cardholder Issue Resolution

If a Cardholder experiences difficulties with their card, they should not hesitate to contact U.S. Bank Customer Service using the toll-free number on the back of the card. Cardholders will receive immediate assistance on matters such as billing, lost or stolen card procedures, declined transactions, disputes and a variety of other issues.

Should the Cardholder feel the Customer Service Representative is not resolving the issue to their satisfaction, U.S. Bank will encourage the Cardholder to request to speak with a supervisor. The call will then be escalated until the matter is successfully resolved.

If a Program Administrator is informed that a Cardholder's experience was not satisfactory, U.S. Bank will encourage them to escalate the issue to their Account Coordinator and copy the designated Relationship Manager on the outreach. The Account Coordinator will address any immediate needs and the Client Service Management team will then work with Customer Service leaders to address the issue.

Technical Help Desk Overview

The Technical Help Desk is staffed 24/7/365 for Program Administrators at 877.452.8083. or via email at accessonlinesupport@usbank.com and via online Chat. Program Administrators would contact the Technical Help Desk with all Access Online system related questions.

Cardholders may utilize the Customer Support Area for general navigation and password resets; all other card program or system-related concerns should be directed to the Cardholder's Program Administrator.

Upon receiving a call from a client, the Help Desk classifies the call into two general groups:

- System Issues—If the caller indicates a connectivity issue or system error, the Help Desk will immediately validate the concern and, if required, will escalate to Business Production Support (BPS), U.S. Bank's corporate response team for application, system or technical infrastructure problems. BPS prioritizes and resolves issues according to client impact, with Severity 1 issues resolved within four hours, Severity 2 issues resolved within eight hours and Severity 3 issues resolved within three business days.
- Access Online Support—After determining that the call is not a system issue, the Help Desk identifies and logs the call into Connex, U.S. Bank's enterprise solution for issue tracking and resolution. Concerns, questions or issues that the Help Desk Representative cannot immediately answer are researched. If not resolved within two hours, the concern, question or issue is directed to Business Functional Analysts.

Issues and requests falling to Business Functional Analysts are generally caused by data anomalies or are very technical in nature, requiring in depth research and analysis and, quite likely, system

development for resolution. Because Business Functional Analysts are directly responsible for managing Access Online system defects and change requests, they are perfectly aligned to address these types of requests.

- 8.18 To support U.S. Bank's commitment to Participating State and Purchasing Entity program success and to maximize the benefits of the commercial card program, U.S. Bank will provide a consultative client engagement process called AP Optimizer (formerly known as Program Optimization Analysis). U.S. Bank employs a team dedicated to assist U.S. Bank Relationship Managers with the benchmarking and best practice analysis of their clients' programs. AP Optimizer is available to Program Administrators, Managers, Directors and Executives for NASPO ValuePoint's Participating States and Purchasing Entities. If interested in this service, the Participating State or Purchasing Entity may contact their designated Relationship Manager.

U.S. Bank's process covers a best practice diagnostic, accounts payable analysis and access to industry benchmark data, a unique process that differentiates U.S. Bank from competitors by offering:

- Benchmarks of Participating State or Purchasing Entity performance against leading-industry measures
- Scorecard metrics in comparison to peer industries across the U.S. Bank portfolio
- Best-practice recommendations for process improvement and program expansion
- Targeted supplier opportunity reports used to capture and enable suppliers that are currently paid by more than one payment method
- Actionable business cases that demonstrate the financial value and recommendations for implementation
- Tracking of efforts through progress reporting used to track alignment to optimization goals
- On-going analysis of A/P operations to identify best practice opportunities

Payment Solutions Consultant

To further serve the Participating States and Purchasing Entities, as well as provide valuable resources to Program Administrators, Managers, Directors and Executives throughout NASPO participants, U.S. Bank recently announced the addition of a payment solutions consultant to the Corporate Payments Systems team.

Supplier Enablement

U.S. Bank has a robust and unique supplier enablement program that provides many tools at participant's disposal for gaining the maximum virtual card adoption. Through collaboration with U.S. Bank's subsidiary— Elavon Merchant Services (Elavon)—as well as other innovative approaches, U.S. Bank have access to exclusive merchant acceptance. Supplier Enablement is a service offered for any new or existing clients using Virtual Pay solution. In consultation with a Participating State or Purchasing Entity's Program Administrators, Managers and Directors, a dedicated U.S. Bank Supplier Enablement Manager develops a custom program that targets both accepting and non-accepting merchants through a broad solution set, described below:

- Elavon Merchant Acquiring Business—U.S. Bank is one of only two financial institutions that owns its own payment acquiring business. U.S. Bank has trained a specific subset of sales team to be versed in supplier enablement and business-to-business solutions; specifically, with calling suppliers that do not currently accept credit cards.
- Merchant Online Self-Enrollment Portal—During supplier enablement campaigns, U.S. Bank offers the option to send suppliers a simple online link to enroll in the

program. This often serves as an effective “phase one”, quickly and efficiently enrolling those suppliers who are already educated on the benefits of card acceptance.

- Supplier Proxy Pay—U.S. Bank recognize that some strategic suppliers will only accept card payments via receivables websites, IVRs and call centers. As a result, U.S. Bank will offer Proxy Pay as a complimentary service in which the Participating State or Purchasing Entity provides authorization for U.S. Bank to process payments and U.S. Bank’s supplier enablement team will take care of the rest.

Supplier Support

U.S. Bank understand that resources are often limited. One of the benefits of our Virtual Pay program is our Supplier Support help desk, available Monday through Friday from 7 a.m. to 6 p.m. CT. This team will assist Program Administrators and suppliers with daily payment related questions or concerns, should they arise. The toll-free number and email address for the helpdesk is located on the payment notifications suppliers receive.

Supplier Support Team assistance includes:

- Program walk through for suppliers
- Card details for suppliers (CVV, expiration date, card number, name, etc.)
- Transaction decline questions, concerns and validations when suppliers have processing issues
- Provide assistance with how to correct and identify what is needed for suppliers for link locked, system issues, browser versions outdated, etc.
- Supplier contact information updates (names, email addresses, phone numbers, etc.)
- Reconciliation assistance for Participating States and Purchasing Entities (manual matching, allocation and transaction details)
- Assisting Participating States and Purchasing Entities with reports in Access Online
- Reissuing of payments at the Participating State or Purchasing Entity’s request
- Resending of payments at Participating State or Purchasing Entity’s request
- Precise Pay removal at Participating State or Purchasing Entity’s request
- Payment Instruction File upload troubleshooting for Participating States and Purchasing Entities

Technical Help Desk

The Technical Help Desk is staffed 24/7/365 for Program Administrators and Approvers (877.452.8083), Cardholders (877.887.9260), or email at accessonlinesupport@usbank.com and via online Chat. Users would contact the Technical Help Desk with all Access Online system related questions.

U.S. Bank Payment Analytics

Payment Analytics is a web-based solution that enhances auditing practices by looking beyond the traditional card controls to provide 100 percent commercial card transaction monitoring. Using customizable rule templates, Program Administrators and Auditors can automatically review all card transactions and flag suspected card misuse and out-of-policy spending. By automatically running policy rules on all transactions, Payment Analytics makes Cardholder transaction monitoring dramatically more targeted, efficient and effective. Program Administrators can receive email notifications of possible non-compliance and spend violations so they can safeguard against commercial card misuse and improve purchasing practices. Payment Analytics is available 24/7/365 and does not require new hardware or software.

Client Feedback Sessions

On these calls, Participating States can provide enhancement feedback on U.S. Bank's current solutions. The frequency of these calls would align with Access Online development schedule (typically quarterly). Additionally, U.S. Bank would include developers to introduce current enhancement projects in an attempt to collect customer feedback as U.S. Bank are developing these enhancements.

U.S. Bank will make two options available to Program Administrators. Heavy users of the system can add their name to a list of resources available to Access Online developers for one-on-one feedback sessions. The developers will collaborate with the State's designated Relationship Manager to engaged Program Administrators to schedule. U.S. Bank's Lead Product Manager will collaborate with the Relationship Managers who support the various State's within the NASPO ValuePoint program to coordinate pre-release calls, to discuss future enhancements, Access online Roadmap and to gather client feedback at that time. If a Participating State is interested in this option, they should contact their designated Relationship Manager.

Additional U.S. Bank Employee Support

In addition to designated Relationship Managers and Account Coordinators, U.S. Bank offers various resources throughout the bank to assist with maximizing program efficiencies for Participating States and Purchasing Entities.

- Technical Consultant—Provides ongoing pre- and post-sales support for Access Online, Electronic Data Interchange (EDI) and mapper development, as well as consultation regarding eCommerce, eProcurement, eCatalog and related initiatives.
- Solutions Engineer—Works with the Participating State or Purchasing Entity to review current system and make suggestions on specific technical needs to ensure maximum system performance.
- Fraud Specialists—Available to provide support and education on the fraud process and best practices for avoiding fraud.

Visa Support

Building on the services listed above, U.S. Bank's partnership with Visa provides additional benefits available to all card members. Travel and Emergency Assistance Services

- Global Customer Support
- Auto Rental Collision Damage Waiver
- Roadside Dispatch
- Liability Waiver Program

8.19 U.S. Bank will provide an issue tracking system.

Client Services Resolution

When contacting the designated Account Coordinator with issues, any system issue that is not resolved during the call has an incident ticket opened via U.S. Bank's internal system, Connex. These tickets have a unique number for tracking purposes and possess the ability to have files attached to them (screen shots, for example) and comments added to them.

When a ticket is created, issues are routed to a Subject Matter Expert, who investigates the issue. Once a resolution is determined, the Subject Matter Expert communications that resolution to the Creator, who then passes the update/resolution on to the client.

As an added layer of communication, U.S. Bank will offer service alerts and process updates and notifications. These communications help to keep the customer community at large informed on issue resolutions.

Customer Service Resolution

From a customer service perspective, U.S. Bank's customer service team uses a processing platform called TSYS to document issues. These recorded notes offer details for the customer service employee currently working on the issue. If the customer service member is unable to resolve the issue, they will escalate that issue to a supervisor. The supervisor will track the issue using TSYS and get back to the Cardholder regarding that issue. If necessary, the supervisor can also reach out to the designated Account Coordinator to help resolve the problem.

Customer Complaint Process

When an issue cannot be resolved through the solution above and a complaint is filed, complaints are tracked through U.S. Bank's system, Atlas. U.S. Bank will have a designated Project Manager who records and tracks each of these complaints, monitoring the issue from the beginning through its resolution. The Project Manager is also tasked with ensuring the resolution is communicated to the customer filing the complaint. All complaints are benchmarked for a target resolution within 15 business days.

8.20 Client Services Team

Each of U.S. Bank's Participating State's has one designated Account Coordinator, and additionally the Purchasing Entities have access to a designated Account Coordinator Team. Within U.S. Bank's Account Coordinator team, clients have experienced a number of benefits through the shared service team model. Not only do they receive swift responses from inquiries, but clients also get to work with a designated team of Account Coordinators who are knowledgeable about card programs and form frequent familiar relationships.

Led by a Team Lead, who is responsible for managing the workflow, there are multiple individual Account Coordinators who own taking care of client requests. When emails are received / sent to the team shared email box, the Team Lead monitors the box closely throughout the day to ensure requests are routed and responded to. Once one of the Account Coordinators picks up the message and responds to it, they include their three-character initials in the subject line. Doing this allows for the next response to be appropriately routed. If a second response comes in, the Team Lead can easily view the three-character initials and route the item appropriately.

In addition to the distribution process, U.S. Bank will put specific checks in place to ensure customer satisfaction. Email responses are monitored for communication strengths such as being consultative, spelling and or grammatical perfection and providing the right answer. Additionally, coaching and feedback are provided to the Account Coordinator to improve on performance and service.

Customer Service Team

U.S. Bank's customer service team uses TSYS notes to document issues. These recorded notes offer details about the issue for the customer service employee currently working on it. If the customer service member is unable to resolve the issue, they would escalate that issue to a supervisor. The supervisor would track the issue using TSYS and get back to the Cardholder regarding that issue. If necessary, the supervisor can also reach out to the designated Account Coordinator to help resolve the problem.

9. IMPLEMENTATION/TRANSITION

The timeline and assigned resources of the multi-state implementation/transition to a new program are critical. U.S. Bank will be responsible to fully cooperate with the current Contractor and any State

executing a Participating Addendum under the new Master Agreement during all phases of the implementation/transition.

9.1 Implementation/Transition activities will occur at no cost to the Participating States or Purchasing Entities.

9.2 Upon award of the Master Agreement and each Participating State's Participating Addendum, but prior to the service effective date of January 1, 2021, many Entities will transition from the current NASPO ValuePoint contract and other individual state contracts to the new agreement*. U.S. Bank will have a pre-established account set-up process that may be customized based on the needs of each Participating State.

Note: Each state's implementation shall not exceed nine (9) months.

*If the new agreement is awarded to the currently awarded Contractor, current Participating States may choose to 'reset' (i.e. re-organize under one statewide hierarchy/short name) their State's program requiring new account set ups/transition for all current Purchasing Entities.

U.S. Bank will work with Participating State to meet implementation requirements.

Existing Participating State or Purchasing Entity – Reset Implementation Process.

For the current NASPO ValuePoint participants, no implementation efforts will be needed in moving to the new agreement, if that is the State's choice. U.S. Bank can continue to support existing participants using their current accounts and system configurations. U.S. Bank acknowledges that Participating States on the existing contract are not precluded from requiring U.S. Bank to re-implement their entire card program and solutions. U.S. Bank is prepared to support that effort if desired. Acknowledging that there is a potential for a Participating State to choose to reset their program, U.S. Bank would take the same approach to setting up a new State relationship per the requirements above and as outlined below.

U.S. Bank will assign an Implementation Project Manager, who will collaborate with the Participating State's Program Administrator and the U.S. Bank Relationship Manager to follow the Discovery through Review phase of the implementation process. The implementation would be tailored to the requirements and desired outcome of the Participating State.

U.S. Bank will actively work with existing NASPO ValuePoint members on virtual programs and optimization projects to grow their programs.

New Participating State or Purchasing Entity – Implementation Process

Any new Participating States or Purchasing Entities joining the program will go through U.S. Bank's tailored implementation approach following the attached project plan and associated timing. Our proven multi-phase Program Management Approach facilitates a smooth and seamless implementation.

Led by the Implementation Project Manager, an Implementation Team is engaged to transfer knowledge developed throughout the sales process. These discussions provide the groundwork to ensure the entire team has the same level of knowledge about the State.

During the Discovery Phase, U.S. Bank will host an initial kick off meeting with the State to further understand the State's program as well as discuss goals, objectives and needs. As a result, U.S. Bank will recommend the best overall strategy and timeframe for the full program implementation.

In the Define Phase, U.S. Bank will identify key stakeholders along with their roles and

responsibilities. Program scope will be confirmed and high-level requirements will be documented. Following these discussions, U.S. Bank will deliver a draft project plan and initial timeline and regular project meetings will be established.

The Design Phase is the most critical and collaborative phase of the implementation. During this phase, the Implementation Team provides guidance regarding the available features and functionality for the State's program. A detailed project plan will be customized to meet that organization's specific requirements based on discussions in four main requirements categories including:

- Program Structure:
 - Hierarchy
 - Account Enrollment
 - Authorization & spending controls
- Policy, Procedures & Compliance:
 - Audit Requirements
 - Policy & procedure review
- Technology:
 - Access Online configuration
 - User enrollment
 - Reporting & file integration
- Training & Communication
 - Training strategy
 - Communication strategy

During the Deliver Phase, the Implementation Project Manager will confer with the State to review progress against the project plan and discuss any remaining tasks. Testing will be conducted to validate program requirements, connectivity and files prior to going live. After successful testing and a go-live decision, cards will be issued and files will move into production.

Once the State's program is live, the U.S. Bank implementation team remains engaged for at least one full billing cycle to monitor for successful account usage, payment processing and system integration. The Review Phase ends with a final review meeting conducted to validate that all tasks have been completed and meet requirements. When the implementation project closes, the State's Relationship Manager will schedule regular account review meetings to discuss program performance, spend and rebate statistics, trend analyses, potential for program growth and measurement of any additional program goals and the designated Account Coordinator is available for daily servicing and support.

Roles & Responsibilities of the Participating State or Purchasing Entity

U.S. Bank will work with the Participating State or Purchasing Entity to define the roles and responsibilities of each resource within the participating agency. The recommendation is to designate a program champion or "Program Manager" early on in the process who will be responsible for managing the overall project and identifying the necessary resources throughout the organization. This Program Manager would also be responsible for sharing status updates to senior management, providing strategic direction and partnering with key stakeholders to establish compliance requirements. A Program Administrator should also be designated to maintain day-to-day administrative support, collaborate with the U.S. Bank team during status calls, provide account and system information to support the setup of the program, etc. The Program Manager and Program Administrator may be two separate roles or could be supported by the same person. Resources may also be necessary from the Participating States Accounts

Payable department, Finance and Accounting, Purchasing/Procurement, Supply Chain and/or Shared Services and Information Technology. Additional definitions of these roles and their potential responsibility during implementation is expanded on within the attachments.

Roles & Responsibilities of U.S. Bank

U.S. Bank will assign a dedicated Implementation Project Manager (IPM) to each implementation. The Implementation Project Manager designs a detailed implementation project plan, conducts interviews with personnel to refine program needs from the outset and monitors the progress of the program's implementation and works with the State to resolve any issues that may arise. The U.S. Bank team will also consist of the Sales Representative who helps determine program needs and identify opportunities for use, a designated Relationship Manager who acts as single high-level point of contact for the State's entire program, a designed Account Coordinator who assists with all aspects of day-to-day administration and various subject matter experts as needed to meet the requirements of the Participating State's tailored implementation (such as Technical Solutions Engineers, Technical Consultants, Supplier Enablement Managers, etc.).

Implementation Timeline

U.S. Bank will work with the Participating State or Purchasing Entity to ensure timelines are met. Typical card implementations can range from 45 to 90 days depending on program complexity, while virtual programs tend to range from 90 to 120 days.

9.3 U.S. Bank will provide an Implementation/Transition Communication Plan.

Staff Resources

The Participating State or Purchasing Entity will be assigned the following staff resources to assist with implementation and ongoing technical support.

- Relationship Manager
- Implementation Project Manager
- Technical Resources
- Account Coordinator Team
- Relevant Subject Matter Experts

During implementation, the Participating State or Purchasing Entity will be provided with tools that include a sample policy and procedures document, implementation guidebook, Cardholder communications and necessary forms at no cost. U.S. Bank also provide a customized Program Administrator guide to aide in management of the program that lists all pertinent phone numbers, websites, etc. for assistance. The Participating State or Purchasing Entity will also receive training tools directly from their assigned Relationship Manager.

Method and Timing of Communication

During the implementation process, The Implementation Project Manager will design a detailed implementation project plan customized to the specific Purchasing Entity, as well as conduct interviews with Purchasing Entity personnel to refine program needs from the outset. Additionally, U.S. Bank will create a communication plan including one-hour, weekly status calls to discuss the implementation and ensure the project remains on schedule for completion. U.S. Bank's implementation communication plan is as follows:

- Minimum of weekly project status meetings followed up by detailed meeting minutes capturing key deadlines and deliverables
- Project schedule updated each week to detail progress made as well as any remaining steps to complete the project (Status of milestones achieved such as relationship build in Access Online, managing/billing account set up, Cardholder enrollment and

- card issuance, user profile creation, financial extracts and interfacing, etc.)
- Status calls will be conducted via video conferencing with the follow up documentation provided via email.
- The implementation project manager will act as the project lead and will manage weekly communications between the Entity and U.S. Bank.

U.S. Bank will work with the Participating State or Purchasing Entity to customize the communication template based on each specific client's business process, including a customized plan based on each Participating State and Purchasing Entity.

The designated Relationship Manager will help design communications that will go out to Cardholders, Billing Contacts and Approvers. Using the email center within Access Online, organizations have the ability to search for individual accounts or hierarchies and create a list of accounts with which to communicate. The user can then either export the email addresses to an excel spreadsheet or have Access Online open their default email tool and populate the email addresses into the BCC area of an email. Users can also pull email information from an Access Online user list report and then utilize that listing for the creation of internal broadcast emails.

9.4 U.S. Bank will provide qualified personnel during the implementation/transition process.

U.S. Bank will assign a dedicated Implementation Project Manager (IPM) to each implementation. The Implementation Project Manager designs a detailed implementation project plan, conducts interviews with personnel to refine program needs from the outset and monitors the progress of the program's implementation and works with the Participating State or Purchasing Entity to resolve any issues that may arise. This includes leading initial discussions with the Participating State or Purchasing Entity to transfer knowledge developed throughout the sales process. These discussions provide the groundwork to ensure the entire team has the same level of knowledge about the program. After overseeing the implementation of the Participating State or Purchasing Entity's program, the IPM will manage the transition to the designated Relationship Manager as the program is launched. This includes conferring with the Participating State or Purchasing Entity's Program Administrator to review progress against the implementation checklist and discuss any remaining tasks.

Expertise

U.S. Bank's Implementation Team is highly experienced and led by a team manager with more than 25 years of service experience for Corporate Payment Systems. Individual team members have an average tenure of 5 years. Each Implementation Project Manager (IPM) goes through annual project management training lead by industry experts. IPM's are knowledgeable on U.S. Bank's product offerings and those products that are offered through the NASPO ValuePoint Master Agreement and individual Participating States. The IPM team supporting this contract have an average of 8 years of experience and are dedicated to implementing Public Sector programs. Within the implementation group, several IPM's are Project Management Professional (PMP) certified. The PMP certification is a highly regarded project management certification that is well respected industry wide. In order to receive this certification, the applicant will have 3-5 years of project management experience, depending on their level of education and 35 hours of project management education. They will then apply for the certification and pass an examination.

In addition to the IPM, U.S. Bank will assign the following resources to support the Participating State or Purchasing Entity during an implementation and for the life of the program.

Sales Representative

- Builds the initial relationship with the Participating State or Purchasing Entity
- Helps determine program needs and identify opportunities for use
- Introduces the implementation process
- Public Sector Sales Representatives have an average of 13 years of experience

Relationship Manager

- Acts as single high-level point of contact for the State's entire program
- Provides direction during program implementation
- Develops and monitors mutually determined account performance goals
- Delivers account performance reviews, program updates and product enhancements
- Public Sector Relationship Managers have an average of 14 years of experience

Account Coordinator

- Assists with all aspects of day-to-day program management
- Trains the State's personnel on U.S. Bank program tools and best practices
- Provides a mastery of commercial card programs, enabling superior service and ongoing support
- Public Sector Account Coordinators have an average of 5 years of experience

Solutions Engineer

- Makes recommendations on technical needs during the Discovery Phase of the implementation
- Hands off to Technology Consultant during the Define Phase of the implementation
- Solution Engineers have an average of 13 years of experience

Technical Consultant

- Owns technical portion of the relationship once the sales cycle is complete
- Consults on technical program setup
- Prepares for and leads technical discussions during meetings with the Participating State or Purchasing Entity
- Coordinates the connectivity of U.S. Bank Virtual Pay, our e-Payables solution
- Technical Consultants have an average of 5 years of experience

Supplier Enablement Manager

- Manages the transition of the current supplier payment program to the U.S. Bank platform
- Develops strategies to target optimal opportunity in virtual card spend
- Oversees the onboarding of new suppliers throughout the life of the program
- Supplier Enablement Managers have an average of 7 years of experience

On-Site Training—Implementation

In addition to the team above, during implementation, U.S. Bank can provide on-site training concerning implementation procedures and commercial card regulations.

Training Team

The U.S. Bank training team actively partners with the U.S. Bank implementation team to understand what unique needs the client may have required as part of their Access Online platform set up. With that information, the U.S. Bank training team can better tailor in-depth core

curriculum to meet specific needs.

The U.S. Bank training team is comprised of over 10 highly skilled trainers, instructional designers, technical writers and project managers. The team members have an average of 20 years of training experience in the learning and development industry, 15 of which are with U.S. Bank.

Opening Implementation Consultation

One of the earliest phases of U.S. Bank's implementation process involves a U.S. Bank Relationship Manager meeting with representatives of participating entities to review their procure-to-pay process. This is an optional service but is strongly recommended by U.S. Bank Relationship Management to guarantee the success of new programs. During this review, participants will be asked to provide information from their Accounts Payable data pertaining to their organization's spending behaviors, including amounts and types of expenditures and vendors. The Relationship Manager will then analyze the data and produce reports highlighting ways in which participants can improve work efficiencies and reduce operating expenses. U.S. Bank will help Purchasing Entities establish financial cost reduction and efficiency goals attributed to their new card program.

The following tasks will be accomplished during the initial meeting:

- Discuss program goals and objectives
- Identify Program Administrator and key stakeholders
- Discuss program roles and responsibilities
- Confirm implementation details (e.g., payment terms, logo options, etc.)
- Review implementation task list
- Establish timeframe for implementation, with key milestones

Once the participant's goals and objectives are defined, the U.S. Bank Relationship Manager and Implementation Project Manager meet with Purchasing Entity representatives either in person or via conference call to begin implementation planning. The Relationship Manager and Implementation Project Manager are also available during these meetings.

After this initial meeting, the U.S. Bank team will conduct a detailed implementation meeting with the Program Administrator and other client contacts as needed. While it is the Implementation Project Manager's role to lead these meetings and tasks, the Relationship Managers are also committed to ensuring the implementation process is a smooth one and the best practices regarding program management is communicated.

Once an Implementation Project Manager receives an implementation assignment, they will reach out to the participant to schedule a kickoff call. After the kickoff call is conducted, weekly meetings will be led by the Implementation Project Manager to keep members of each team on target to meet program implementation timelines.

9.5 U.S. Bank will provide Implementation Training Plan for all Purchasing Entities.

U.S. Bank will provide an Implementation Training Plan that is unique to each State or Purchasing Entity, to meet the needs of their program specifically. U.S. Bank will take the lead to determine the nuances of the program, tailoring our execution to that individual implementation.

Roles & Responsibilities of the Participating State or Purchasing Entity

The Program Administrator for the Participating State or Purchasing Entity will be the primary contact and responsible for collaborating with their designated Relationship Manager to define an implementation training plan that will meet their needs. This will include expressing the desired functions, content and delivery of the training that will best serve themselves and their

users.

The Program Administrator is also responsible for creating the materials and training relevant to their internal policy and processes. The Program Administrator is welcome to include the U.S. Bank Relationship Manager in the creation of these materials, to provide guidance and content. U.S. Bank can support the Program Administrator with materials that highlight the use of the Access Online system and general user guides relevant to card use, billing and interacting with U.S. Bank Customer Service.

Training Provided

An example of the Program Administrator training curriculum will include (but is not limited to) the following modules:

- What does the system offer and how do I get started?
- What training is offered?
- How do I set up and maintain user profiles?
- How do I set up and maintain card accounts?
- How do I manage transactions?
- How do I manage accounting codes?
- How do I run and schedule reports?

Each of the above modules can be delivered face to face or online-virtually. The above curriculum is only a sample. U.S. Bank Relationship Manager and the U.S. Bank Client Training Manager could meet with the Participating State or Purchasing Entity at the appropriate Design phase to determine the exact training curriculum to meet specific needs. The Participating State's Relationship Manager can also assist in the training and creation of a Roles and Responsibilities document for the various resources within a Program.

Example Implementation Training Timeline

- *Week One:* Meet with the Participating State Master Agreement Administrator to discuss transition and training plan.
- *Month One:* Develop communication and training plan for Participating State Program Administrators and Purchasing Entities (if applicable), inclusive of overview of Master Service Agreement; schedule of commencement conferences and training opportunities, etc.
- *Months One and Two:* Send out initial communication to the Purchasing Entity Primary Contacts, Billing Contacts, Approvers and Cardholders via e-mail.
- *Month One:* Identify locations and schedule commencement meetings throughout different regions, if requested by the Participating State.
- *Months One and Two:* Develop and schedule training classes on-site or online, if requested by the Participating State.
- *Months One and Two:* Post all pertinent information to State's website, if desired and within compliance.
- *All Months:* Meet with individual Participating State or Purchasing Entities as deemed necessary to discuss the transition to the new contract.
- *All Months:* Coordinate account set up with U. S. Bank implementation unit and quality assurance unit to ensure error-free set-up.
- *Months Three through Six and Ongoing:* Inform all participants of Access Online system, web-based training site and other custom training opportunities.

The type, extent and duration of the training will be determined by the Participating State and the U.S. Bank Relationship Manager. U.S. Bank offer multiple options for customized plans,

including:

- Customized and Trackable Learning Plans—Each user can customize a learning plan and create a library of saved documents. Provides the ability for Program Administrators to track learning progress by running reports on Cardholder certification activity.
- Customizable Presentation Template—A fully customizable PowerPoint file with short demos and speaker notes that Users can use to modify and deliver Cardholder training. This option offers the ability to incorporate unique policies and procedures within the template. Participating States and Purchasing Entities can make use of the final file as a handout, either for training presentations or as a self-paced resource housed in the Learning Management System.

9.6 U.S. Bank will provide access to online test-environment for Participating State and Purchasing Entity testing during all phases of the account setup process. The system will look, act, and demonstrate all aspects of the "live" system.

U.S. Bank is currently developing a robust test region which will look, act and demonstrate all aspects of the "live" system. The new test environment will be released prior to the execution of this 2021 Master Agreement.

Traditionally, U.S. Bank has provided clients with access to the live Access Online system prior to their going live during the account set up phase of implementation. During that same timeline, U.S. Bank will provide training to ensure that Program Administrators are familiar with the system prior to full rollout of the card program. Since testing is conducted in production, access to this "testing" site is only provided in a controlled environment. Essentially, the process involves adding Participating States and Purchasing Entities to the system early on in U.S. Bank's implementation process, which allows the Participating State or Purchasing Entity to create pilot accounts and investigate the system's capabilities.

9.7 U.S. Bank will agree that at the end of any applicable Master Agreement or Participating Addendum, should any Participating State conduct another procurement and award a new contract, U.S. Bank will work with Participating State to ensure that an efficient and effective transition takes place within nine (9) months.

Should any Participating State choose to move their program to a new provider, U.S. Bank can assist the State with the transition and U.S. Bank will ensure that an efficient and effective transition takes place within nine (9) months.

U.S. Bank Staffing for Termination

U.S. Bank maintains a comprehensive Relationship Closure policy, which each Relationship Manager and Account Coordinator is trained to execute in the event of a transition. Three primary departments are involved with the Relationship Closure process, each performing specific roles:

- Relationship Manager—Responsible for communicating the closure date to the AC team and verifying any contract requirement.
- Account Coordinator—Responsible for completing the appropriate steps in the Closure Checklist and coordinating documentation and communication with supporting teams. The Account Coordinator is also responsible for documenting the completion of activities performed by supporting teams.
- Card Setup and Maintenance, Management Information Systems, Business Functional Analysts—Responsible for processing submitting Service Request(s) and Ticket(s) within SLA.

Lines of Communication and Card Deactivation and Closure Processes

A step-by-step summary of the Relationship Closure procedure is as follows:

- As the Participating State or Purchasing Entity's contract expiration approaches, the Relationship Manager will work with them to determine the account closure date and timeline. The Relationship Manager will collaborate with the Participating State or Purchasing Entity to design a transition plan and timeline that meets their requirements.
- The Relationship Manager will engage the designated Account Coordinator or Account Coordinator Team to review the transition plan and timeline, closure date, etc.
- Within the designated timeline, the Account Coordinator Team submits Service Request(s) to various supporting team(s) to close accounts and user ids, discontinue, as appropriate, financial extracts within a mutually agreeable timeline, etc.
- Account Coordinator Team completes the first section of the checklist with the appropriate information. Tasks during this step include:
 - Service request to Credit to process the Relationship Exit
 - Service request to Card Production to discontinue cards
 - Service request to Card Setup and Maintenance department to process the Relationship Exit
 - Create request to Card Setup and Maintenance department to close all managing and Cardholder accounts under the relationship
- Account Coordinator Team completes the activities as described in the remaining sections of the checklist and indicates the completion of each activity. These tasks include:
 - Ensuring all credit balance refunds are issued or written off per the direction of the Purchasing Entity
 - Monitor credit balance refund requests until accounts are at a zero balance
 - Submit requests to turn off reports and financial extracts
 - Turn off all related User IDs

Value Add Enhancement

The Relationship Manager and Account Coordinator will communicate with the Participating State or Purchasing Entity through every step listed above, to ensure that action is not taken without a mutually agreeable timeline and execution date. No action will be taken on an account, user ID, report, extract, etc. without permission from the Participating State or Purchasing Entity.

Timeline for termination and maximum time allowed

The timeline for termination and maximum time allowed will be based on the needs of the Participating State. U.S. Bank will dynamically support the timeline that meets the Participating State's needs. If the Participating State experiences any delays in going live with the new provider, U.S. Bank will continue to fully support the program until a new closure date is set. U.S. Bank will not deactivate or close any cards without the Participating State's permission.

Reconciliation Process and Final Payment

U.S. Bank will continue to send financial extracts and statements until all authorized trailing transactions have cleared and have been reimbursed. U.S. Bank will not discontinue statement or file delivery without permission from the Participating State or Purchasing Entity. If variances are discovered U.S. Bank Reconciliation Department and Relationship Management will work with

the Participating State or Purchasing Entity to identify the cause and collaborate on resolution.

10. PROGRAM GROWTH

New Purchasing Entities and new cards within existing Purchasing Entities will need to be added throughout the life of the Master Agreement.

10.1 As the marketplace changes and technology advances, card products and service may also expand. U.S. Bank proposes an additional product or service, that request will be submitted to the Lead State for review and approval. Request will include:

- Full description of product/service;
- Full implementation plan, including level of effort and timeline;
- Full communication plan; and
- Full training plan.

New card products and services will not impact the rebate/incentive share or have any additional cost to the Participating States or Purchasing Entities. Addition of any card product or service to the Master Agreement is at the sole discretion of the Lead State. Participating States will have the option to allow or exclude new card products or services in the Participating Addendum.

10.2 While the goal is for a majority of Purchasing Entities to enroll in the program prior to the program effective date, it is understood that some Purchasing Entities will need to be integrated after the program effective date and additional Purchasing Entities will join throughout the program term.

U.S. Bank will bring the same approach to each individual Purchasing Entity implementation, regardless of when they choose to join the program. Whether during the beginning of the contract, or anytime during the contract, the implementation approach is the same. U.S. Bank's implementation methodology follows a rigorous standard developed over 30 years of implementing commercial card programs and U.S. Bank will tailor our execution to each individual implementation. For each Purchasing Entity joining the program, U.S. Bank will take the lead to determine the nuances of their current program, develop a complete understanding of the needs and bring the Purchasing Entity to full capability with U.S. Bank.

Each year, the U.S. Bank implementation team on-boards more than 100 new Purchasing Entities within the current Participating States. The implementations are designed to meet needs of the Purchasing Entity's program requirements, as is described in our implementation plan in Section 9.2 of this document.

Streamlined Application Process

In addition to implementation support, U.S. Bank has designed a streamlined application process for new Participating Entities joining an existing Participating State. U.S. Bank will have a designated sales team that processes all NASPO ValuePoint State applications, ensuring knowledgeable support to Purchasing Entities during the contracts and credit qualification process. U.S. Bank's sales team is available to respond to interested Participating Entities' questions about the program features, benefits, systems and processes and can even assist them in filling out the application and required documentation if questions arise.

10.3 U.S. Bank offers several solutions for adding new cards. Program Administrators can set up and maintain new Cardholder accounts using Access Online. The setup procedure requires Program Administrators to enter data about the Cardholder, including:

- Demographics

- Account information
- Authorization limits
- Merchant Category Code (MCC) blocking
- Velocity limits

As an optional feature, the final review function allows a designated Program Administrator to review and approve the completed setup before submitting it to U.S. Bank for processing. Program Administrators can also modify the information after the Cardholder account is established.

Cardholder-initiated Account Setup

Participating States and Purchasing Entities may choose to use the Cardholder-initiated account setup process. Cardholders are sent an email that takes them to Access Online to populate their demographic information into the application. Program Administrators can choose to have the application then routed to the Cardholder's manager for approval, after which it will be routed to the Program Administrator to complete the setup (e.g., placing the Cardholder in the appropriate hierarchy and assigning limits). Stakeholders are notified of steps taken throughout the process.

As an optional functionality, the State or Purchasing Entity can choose to utilize an approval process where one designated Program Administrator starts the online application process and another designated approving Program Administrator processes the final review.

Bulk Account Setup

The bulk account setup function via Access Online provides Participating States and Purchasing Entities with the ability to upload account setup requests for processing through a batch file. Program Administrators can establish a secure connection via Managed File Services (MFS) and upload a batch file request for multiple accounts.

- Automated file validation is completed before processing the request
- Automated processing validation error/success notification is sent to the State
- Reporting is provided via email to communicate the status of account creation and any issues processing files

The bulk account setup function is available for all U.S. and Canadian clients with a secure connection via Managed File Services. The Participating State or Purchasing Entity will follow the batch file format specification requirement document (provided during the MFS setup process), which requires the submission in a CSV file format.

Value Add Enhancement

HR Integration

U.S. Bank offers integration with HR systems, allowing Participating States and Purchasing Entities to automatically synchronize Cardholder updates on internal systems, reducing the time and effort required to manually update Cardholders within our tools.

Clients can integrate with Access Online Account Administration functions using a system of web services and APIs. Some examples of client system integration can include, but not limited to, HR, ERPs and customer card program management systems.

The functionality includes both Account Setup and Maintenance requests. The new account setup process can be automated as part of new employee onboarding. This is key feature for T&E card programs with a lot of employee turnover.

Account Maintenance includes real-time updates to account demographics, account status (open/temp close/terminated close) hierarchy updates, lines of accounting (including valid

values), credit limits and MCC changes.

Additional Options

Program Administrators can set up new accounts by sending the request via fax, or email to their Account Coordinator team. If an organization is adding a large number of cards to an existing program, the Account Coordinators can provide a Cardholder transmission template in Excel and assist with batch processing.

U.S. Bank will work with each Purchasing Entity to determine which solution works best for their business practices.

10.4 U.S. Bank will promote the card program.

U.S. Bank will comply with this requirement. U.S. Bank will consider this to be the primary contract vehicle for all of public sector opportunities. U.S. Bank will have designed a streamlined application process to make joining the program easy for new prospects. That onboarding process has been communicated to all of U.S. Bank sales and relationship management representatives throughout the various divisions of the bank. This includes (but is not limited to) Wholesale Banking, Treasury Management and Corporate Payment Systems, all of which are educated and familiar with the NASPO ValuePoint agreement and onboarding process and how it benefits potential public sector prospects in the designated States.

In addition to promoting this contract to Purchasing Entities within a Participating State, U.S. Bank also promote this card program to new prospective Participating States.

U.S. Bank will continue to expand on existing Participating State and Purchasing Entity programs through promotion and program optimization efforts.

Online Content

U.S. Bank will supply the content made available through various NASPO ValuePoint State websites, pending it is within risk management and compliance standards. U.S. Bank will provide custom content brochures and materials for each State to assist in the marketing of their program.

Dedicated Sales Team

U.S. bank offers a designated sales team specific to this program responsible for processing all NASPO ValuePoint State applications. Lead by an experienced sales staff with substantial knowledge of each State's program, this team is available to help interested Participating Entities' with questions about the program features, benefits, systems, processes. The team also helps with filling out the application and required documentation if questions arise.

11. CARD DESIGN/EMBOSSING, DELIVERY & ACTIVATION

11.1 U.S. Bank shall be responsible for the embossing and printing of the cards to each Participating State's specifications. Each Participating State will be responsible for furnishing the necessary artwork (digital file) to U.S. Bank.

11.2 Each Participating State reserves the right to change the card design during this contract, and if doing so, will provide the artwork needed to make changes.

11.3 U.S. Bank will be able to deliver cards overnight when requested by the Purchasing Entity.

11.4 Customization options to the front side of the card will include verbiage and/or logo or graphic and embossing including but not limited to:

- Participating State

- Purchasing Entity
- Program/Department Name
- Cardholder Name
- Picture/Logo
- Phrase (i.e. "FOR OFFICIAL USE ONLY")
- Embossing Line, ALPHA OR NUMERIC VERBIAGE
- U.S. Bank supplied options

U.S. Bank will offer customization options to the front side of the card that will include all options listed in this mandatory requirement.

Fully Customized Cards

Fully customized cards are designed specifically for participants, using their logo and brand standards. U.S. Bank will work with each State to determine artwork and design. An electronic PDF is available within seven to ten business days from receipt of participants' final artwork and design. Individual State department and participating Purchasing Entities can use their State's card design and can include their unique logo in the upper right corner of the card. The custom card fee for this program will be waived.

An electronic PDF is available within seven to ten business days from receipt of Participating State or Purchasing Entity's final artwork and design.

Logo Cards

For logo cards, U.S. Bank place the Participating State or Purchasing Entity's logo in the upper left corner of U.S. Bank's standard card design. The logo imprint can be produced in any one of the following colors: black, blue, red, green, silver, gold, maroon or white. Logo card requests require three weeks' lead-time prior to program rollout. A sample card will be provided for approval. There is no cost for logo cards.

Embossing

Purchasing Entities have several options for how to utilize embossing on the front of the card plastic. The embossing lines may be used for alpha or numeric verbiage. The first line of embossing is often used for the Cardholder Name or Program/Department Name (for department cards, emergency cards, etc.). The second line of embossing may also be used for Program/Department Name, Tax Exemption, the phrase "Official Use Only," Department or Division name or number etc. The second line embossing is made up of 24 characters and can be alpha or numeric.

Production and Distribution

For the initial rollout, the Participating State or Purchasing Entity submits a data file to U.S. Bank of all employees authorized to receive a card. After processing, U.S. Bank mails all cards to Cardholders directly or to the Program Administrator for distribution, if required.

After implementation, Program Administrators can submit an application using Access Online, send via fax or email to their Account Coordinator team or upload account setup requests in Access Online for processing through a batch file. All applications submitted through Access Online are processed within 24 hours and expedited delivery can be completed within 24 to 48 hours in the United States and two business days elsewhere. U.S. Bank mails cards directly to Cardholders (via USPS) or to the Program Administrator (via two-day UPS) for distribution, as directed by the Program Administrator.

If expedited delivery cards are ordered via Access Online before 2 p.m. CT, they will be processed and shipped the same day. For standard delivery, cards will be produced the next day and shipped

the day after. Post-rollout, U.S. Bank may support file-based uploads for large number of cards and/or online applications for one-off requests.

11.5 Physical cards will be delivered to the Purchasing Entity or Cardholder at the address specified by the Purchasing Entity.

U.S. Bank will have the ability to mail all cards to Cardholders directly via USPS, or to the Program Administrator at a specified address for distribution based off the Purchasing Entity's preferred method via UPS two-day delivery. If expedited delivery cards are ordered via Access Online before 2 p.m. CT, they will be processed and shipped the same day. For standard delivery, cards will be produced the next day and shipped the day after. There is no fee for standard or expedited delivery.

11.6 Purchasing Entities will be able to decide if cards are delivered active or inactive.

U.S. Bank will allow Purchasing Entities to decide if cards are delivered active or inactive. Upon receipt of their card, Cardholders can activate their cards securely through Access Online, or by calling U.S. Bank Customer Service IVR at 800.344.5696 and following the steps below for card activation. Please note, the organization may have chosen a unique identifier other than the Social Security Number for card activation, such as the last 4 digits of an employee ID. In this case, please provide this four-digit code to the Cardholders and remind them to use it in place of the last four digits of the Social Security Number.

Card Activation Procedure

- Enter the Cardholder 16-digit account number
- Enter 5-digit zip code of mailing address
- To activate press 1
- Enter the last 4 digits of the Cardholder's social security number or other 4-digit code
- Enter preferred business phone number starting with area code
- Accept or decline express consent terms
- Card is now activated
- Please select a new 4-digit Personal Identification Number

The Cardholder will have an opportunity to designate their own PIN number during activation to be used in conjunction with the Chip and PIN functionality (where required, such as overseas). It is U.S. Bank's recommendation that the Cardholder activate their own card account to designate a unique PIN known only to them.

Activation Procedure Using Access Online

If using Access Online to activate the card, Cardholders can follow the steps below. From the login page, Cardholders can click a link to activate their new card without needing to log into the system.

- Enter card information, including Card Number, Expiration Date and last 4 digits of the Cardholder's work phone
- Cardholder is sent 2 emails to the email address on file for the account. One of these emails will have a link, while the other email will have a code.
- Emails are sent to confirm the Cardholder's identity. If the Cardholder is not the one attempting to activate the card, the email serves as a notification.
- Follow the link in the email to enter the code from the other email.
- The Cardholder is given the option to update the mobile phone number on file and provide express consent. This becomes important later in the process when U.S. Bank launch Program Administrator Alerts, allowing a Program Administrator to enroll in

alerts on the behalf of the Cardholder.

- Cardholder is prompted to set a PIN
- A confirmation message displays, signaling the process is complete

Issuing Active Cards

For situations where there is a business justification to issue cards already activated, such as emergency card programs, the Participating State or Purchasing Entity can coordinate with their Relationship Manager or Account Coordinator to arrange for cards to be issued already active.

Value Add Enhancement

Additional Security Precautions

To provide an extra level of security, U.S. Bank recently implemented a solution to recognize and block when a call comes into the IVR from a recognized bad Automated Number Identifier (ANI) or originating phone number. As U.S. Bank recognizes bad or fraudulent ANI's, U.S. Bank is able to create an ANI blacklist that can be used to immediately take action on an account.

- 11.7 Purchasing Entities need to have the ability to have cards delivered in batches (i.e. Division A, Program 1) as determined by the Purchasing Entity.

U.S. Bank can accommodate requests for bulk shipment/delivery of new and replacement cards as directed by the Purchasing Entity. U.S. Bank will send batches/bulk shipments via UPS two-day delivery with a tracking number. Program Administrators can request a tracking number of that package through their implementation manager or Account Coordinator. Program Administrators can also use the Account List in Access Online to identify which cards have been activated by the Cardholder. This report is useful in cases where the Program Administrator is designated to have cards shipped directly to the Cardholder.

- 11.8 All commercial cards in good standing are automatically reissued every four years. They are mailed directly to all Cardholders at least four weeks prior to the expiration date. Additionally, Access Online reporting allows for Program Administrators to see when and which cards are up for re-issuance at any point prior to expiration. In Access Online Program Management reporting, an Account List report can be scheduled for delivery to include a listing of accounts with Pending Renewal Dates based on the user defined parameters.

Staggered Reissuance

U.S. Bank has the ability to designate expiration dates, including staggering dates. Spreading the expiration dates out over a series of months will give program management staff additional time and flexibility to process and distribute reissued cards in smaller batches. It should be noted, staggered reissue can only be accomplished if the accounts are set up originally with staggered expiration dates. Reissues cannot be split if the expiration dates are the same, as the process is completely automated.

- 11.9 U.S. Bank will make every effort to avoid a mass re-issuance of cards in an attempt to prevent any program disruption. U.S. Bank understands that a reissue event can cause strain on Program Administrators and negatively affect the Cardholder experience. For that reason, U.S. Bank will refrain from reissuing cards unless there is a known elevated fraud risk.

Even in events such as a merchant compromise, U.S. Bank will have a process to keep cards in circulation and will modify fraud strategies to mitigate fraud transactions. When a compromise has occurred with a merchant that impacts U.S. Bank accounts, fraud professionals determine which accounts are impacted and if a proactive reissue is necessary. Only when a significant fraud risk is present will U.S. Bank isolate the effected cards for reissue. U.S. Bank will select only high-

risk cards for reissuance with advance notice to the Program Administrator.

New accounts will be issued and the compromised account will remain open until the Cardholder receives and activates their new account, or until the timeframe of 20 calendar days is reached, at which time the old card will automatically be closed. Cardholders will receive an insert with the new card outlining the reason for the reissue and notification that they should activate their new account. Account Coordinators will reach out to the affected Purchasing Entity Program Administrators with a notification and list of accounts.

- 11.10 U.S. Bank will offer emergency cards. Emergency response cards offer seamless integration into organization plans so that Participating States and Purchasing Entities can focus their attention on maintaining operations and pursuing the restoration of services. This program is designed to assist employees in facilitating their recovery efforts during hurricanes, floods, fires, power outages and other crises. Spending limits and controls are pre-set to match organization policies and the individual payment needs of the Purchasing Entity.

U.S. Bank recognize that in most cases emergency response cards may remain inactive for a long period. Emergency response cards will not purge from the system because of inactivity to ensure access to the cards when an emergency arises.

Emergency Card Strategies

U.S. Bank recommends setting up a separate Managing Account for emergencies, using the Emergency Card Product Code which will never purge for non-use. U.S. Bank will also recommend a mix of card account strategies. U.S. Bank will recommend emergency card programs include a mix of the following:

- Issue card(s) in the name of employee(s)
- Issue card(s) with “Emergency Card” as the account name
- Issue card(s) in the name of a department

When using department name or “emergency card” in the account name line, it is important to designate someone responsible for the transactions (enforced through policy, monitor for transactions online, set up transaction alerts, report fraud as needed, reconcile transactions and route for approval, etc.).

Increasing Limits During Emergencies

Many Participating States or Purchasing Entities may choose to leave their cards in an inactive or suspended status, or maintain a limit of \$1 until an emergency occurs. If a Program Administrator needs to access the card to increase a limit, Access Online is available 24/7/365 from any device with a browser. U.S. Bank Customer Service (1-800-344-5696) is also available 24/7/365 if any issues arise. U.S. Bank Customer Service team is specifically trained to support the NASPO ValuePoint States in an emergency. The Purchasing Entity may also choose the following strategies to ensure a smooth experience during an emergency:

- Keep emergency cards in open and in active status
- Leave MCC restrictions open
- Set limits high, enough to accommodate worst case scenarios
- Monitor for transactions online, set up transaction alerts, report fraud as needed
- Notify the Account Coordinator and Relationship Manager when an emergency occurs (if possible)

Permanent Memos

If a Program Administrator is unavailable during an emergency, the Participating State or Purchasing Entity may want to designate someone in advance. For this, U.S. Bank will recommend

placing a “permanent memo” on the emergency account such as “John Smith is authorized as PA during an emergency”. A Program Administrator can designate the permanent memo to place on the account, as long as they limit the content to 3 rows of 36 characters or less. A permanent memo always stays on the top of the account memo screen in U.S. Bank’s processing system and can be referenced by Account Coordinators and Customer Service in an emergency.

When responding to an emergency, please always email the designated U.S. Bank Account Coordinator and Relationship Manager. The U.S. Bank team will assess the situation and might make additional suggestions. The U.S. Bank public sector team has designed a protocol for emergencies specifically.

When an Account Coordinator or Relationship Manager is notified by a Purchasing Entity of an emergency, they will execute this protocol and take all necessary steps to prevent any program disruption.

Value Add Enhancement

Emergency Response Protocol

U.S. Bank has supported public sector Purchasing Entities through countless major events in the past two decades. Recent events include the Orville Dam emergency, the NorCal fires of 2017 and the Southern California Fires and Mudslides of 2018. The emergency response protocol for our public sector clients was developed as a result of the increase in natural disaster events and severity. Our primary priority is always to ensure that cards are open, active and ready to support the first responders and agencies who are protecting lives and homes.

12. TRAINING

12.1 U.S. Bank will provide system User guides online and accessible through the web-based card management system.

12.2 U.S. Bank will provide ongoing training for the life of the contract.

Web-Based Training Website

- **Type**—U.S. Bank has a large online library that is not only accessible through the web-based card management system, but provides many other training deliverables besides “user guides”. The library contains system specific quick reference guides, simulations such as a video, eLearning’s and recorded virtual training sessions.
- **Frequency**—The Program Administrator can register for several monthly, recurring, virtual training sessions on the topics most pertinent to their work in managing the U.S. Bank card program. This site is available 24 x 7.
- **Resources**—U.S. Bank’s training team is managing the content of the web-based training tool, modifying the training material as Access Online is enhanced.
- **Communication/advertisement of available training**—The online catalogue is for the self-directed Program Administrator. The site can be accessed via the Training link posted on the home page of the live Access Online system. Any training material changes that occur will be advertised in the “announcements” section of the Web-Based Training site.

Value Add Enhancement

Optional Certification

If interested, the Web-Based Training site can provide certification. If an organization chooses to have their Program Administrators or Cardholders “certified”, please reach out to a designated

U.S. Bank Relationship Manager or Account Coordinator to suggest a curriculum for the Program Administrator. The organization can determine the frequency for re-certified (i.e. once every two years).

Virtual Sessions

- **Type**—U.S. Bank offers instructor led training sessions that can be accessed virtually by Program Administrators. New Program Administrators can begin their journey using these virtual sessions, to become familiar with all aspects of the Access Online system. Even existing Program Administrators may find this information to review at least once per year.
- **Frequency**—At least six unique virtual sessions are offered each month. The schedule and registration link is made available through the Web-Based Training site.
- **Resources**—The instructor led training sessions are conducted by U.S. Bank's Access Online training team. They are regularly managing the content, modifying the training material as Access Online is enhanced.
- **Communication/advertisement of available training**— The ability to register for these sessions is also within the Web-Based Training site. The site can be accessed via the Training link posted on the home page of the live Access Online system.

Relationship Manager Training

- **Type**—Relationship Managers are available to provide one-on-one training to Program Administrators or State-wide Program Administrators by request. U.S. Bank can provide it in person or via video conferencing depending on the need of the participant. Relationship Managers can host workshops for larger groups and bring in subject matter experts as needed. These workshops can be conducted on site or online, whichever is going to result in the largest attendance. In addition, our Access Online training group can conduct Access Online training specific to Program Administrator and Billing Contract needs.
- **Frequency**—The frequency and timing of training should be determined between the Participating State or Purchasing Entity's Program Administrator and the U.S. Bank Relationship Manager. The Relationship Manager will continue to highlight training resources during implementation, scheduled business reviews and other client related meetings such as roundtables and seminars.
- **Resources**—U.S. Bank Relationship Manager and Access Online Training group
- **Communication/advertisement of available training**—Purchasing Entities can choose to promote these workshops or rely on their Relationship Manager to manage the communication of the event.

Fraud Training

- **Type**—U.S. Bank conducts fraud training webinars on an annual basis and may provide other webinar opportunities to address specific areas as needed (such as the rollout of EMV). U.S. Bank may present topical information in partnership with Visa to provide industry-wide updates to clients.
- **Frequency**—Annual, as well as supplemental sessions as needed.
- **Resources**—U.S. Bank Risk Management, Visa and U.S. Bank Marketing.
- **Communication/advertisement of available training**— U.S. Bank's marketing team will promote these events to Program Administrators via email with an opportunity to register.

User Groups and Program Review Calls

- **Type**—For the State of Washington, the Relationship Manager and the Sales Manager attend quarterly purchasing card User Group meetings. The Relationship Manager provides information on changes to Access Online, Rebate statistics, process updates and any other items that have occurred since the last quarterly meeting.
- **Frequency**—Quarterly, or a timeline designed by the Participating State.
- **Resources**—U.S. Bank Relationship Manager and designated subject matter experts from the bank, Participating State, or Purchasing Entities.
- **Communication/advertisement of available training**—If a Participating State or Purchasing Entity is interested in these user groups for their State, U.S. Bank encourage the Program Administrator to reach out to their Relationship Manager. Participating States can choose to promote these workshops or rely on their Relationship Manager to manage the communication of the event.

Value Add Enhancement

Additional Support

Designated Account Coordinators are available during business hours and the Technical Help Desk is available 24/7/365, to assist Program Administrators with system and program questions. For example, if a Program Administrator needs to run a report for the first time and would like guidance through the process, they can call their Account Coordinator or the Technical Help Desk and our skilled resources will walk the User through the process step-by-step.

Communication/Advertisement

New training is communicated through a designated Relationship Manager. It is also communicated in the “Announcements” section of the Web Based Training site. Training may be presented in any one of our various methods, such as user guides, quick reference guides, live training sessions, recorded training sessions, or in person upon request by a designated Relationship Manager.

12.3 U.S. Bank will provide web-based training.

Online web-based training provides additional training content in categories such as:

- Get Started Using Access Online
- Work with payments
- Manage Approvals

Online web-based training includes not only large categories, but different methods to learn such as:

- User Manuals for all-inclusive information
- Quick Reference Guides for simple tasks
- Simulations to show how to do a process or practice in a “hands on” environment
- Lessons to show a process from beginning to end
- Recorded Classes, which are virtual training sessions that have been recorded, allowing the User to review, start or stop as often as needed.

12.4 U.S. Bank will provide onsite/classroom training for Program Administrators.

Type of Training Offered

U.S. Bank will provide onsite classroom training at the appropriate time immediately following implementation. Based on the configuration of the platform, the designated Relationship Manager and Client Training Manager will design a curriculum to meet the Participating State or

Purchasing Entity's needs. U.S. Bank will also partner with the Participating State or Purchasing Entity to ensure that whatever curriculum is determined that it will work with their physical set up (i.e. classroom size, internet access, LDC projector, registration process, communication plan).

Recommended Frequency of Onsite Trainings

U.S. Bank's recommendation is to be on-site at the time immediately following implementation. U.S. Bank will offer the same content delivered on-site to be delivered virtually, thus allowing more flexibility for those Program Administrators who are remote or need a refresher.

After implementation, the Participating State's designated Relationship Manager will work closely with the Participating State or Purchasing Entity to determine if additional on-site training is needed and what those options will be for the organization. The Participating State and/or Purchasing Entity will collaborate with the designated Relationship Manager to determine the type and frequency of onsite training required. For large programs where an onsite User Group is desired, an annual meeting is most standard, with additional virtual opportunities made available throughout the year as is described above in Section 12.2.

12.5 U.S. Bank will provide onsite User group forums.

This includes additional optional training opportunities based on the needs and requests of the Participating State or Purchasing Entity. Onsite User group forums are available on an at will basis for each group's needs. The frequency will be determined between the Purchasing Entity and their Relationship Manager. The U.S. Bank Relationship Manager will work with the Participating State or Purchasing Entity to help determine the needs and appropriate agenda. After which, that Relationship Manager will partner with the U.S. Bank training team or other subject matter experts to coordinate the training and/or presentations. In addition, the Relationship Manager will coordinate the roundtable to discuss issues and concerns.

U.S. Bank has provided a list of topics generally discussed during onsite User group forums U.S. Bank have held recently for clients. These forums are held to discuss any issues and concerns, as well as educate clients on any recent changes, both internally and industry wide.

User Group Forum Topics

- Access Online Updates and Training
- Payment Types (Proxy Pay, Virtual Pay, Ghost Cards, etc.)
- Fraud (Industry updates, mitigation tools, etc.)
- Program Optimization
- The Future of Payments
- Trends and Innovations
- Cyber Security
- Payment Card Audit
- Payment Card Dashboard Metrics
- Q&A with Client Services
- Purchasing Card Consortium Annual Review
- Visa Updates and Trends
- Discussion Panel with representatives from Corporate Payment Systems and Treasury Management
- Breakout sessions or one-on-one meeting rooms to discuss issues and concerns

Subject Matter Experts

U.S. Bank will supply various subject matter experts to meet the needs of the desired event. Resources available include but are not limited to:

- U.S. Bank Product Innovation
- U.S. Bank Information Security
- Visa Relationship, Innovation and Technical Resources
- U.S. Bank Bankcard Product Managers
- U.S. Bank Program Optimization Manager
- U.S. Bank Fraud Analyst
- U.S. Bank Payment Solutions Consultant
- Partners such as Chrome River or Concur
- U.S. Bank Account Coordinators and Client Service Managers
- U.S. Bank Technical Solutions Consultants
- U.S. Bank Access Online Training Department

U.S. Bank will have the ability to provide onsite user group forums, as well as online forums through video conferencing. U.S. Bank will work with each State that has requested a forum to determine which option best fits the Participating State's needs for maximum attendance.

12.6 U.S. Bank will provide written User reference guides, both extensive and quick guides.

The training appendix shows dozens of different types of documents available to Program Administrators and Cardholders. U.S. Bank will have more than 40 extensive user guides for the Program Administrator. User guides are functionality based, meaning they are specific to a task or process in the system. Providing a detailed overview of all aspects of the functionality, user guides are usually dozens of pages in length. The guides may also be service based, which encompass comprehensive information on tasks performed by specific roles. A list of user guides available to Program Administrators is presented below. Guides that are available to Cardholders are also indicated.

Alerts and Notifications*	Flex Data Reporting	Order Management*	Reporting Dashboard
Approver: Cardholder-initiated Setup	Glossary*	Order Management Setup	Secure Transport Client
CH: Cardholder-initiated Setup*	Managing Account Setup and Maintenance	PA Account Approval Process	Standard Report Samples
Client System Validation	Managing and Card Account Lists	PA: Transaction Approval Process	Standard Reports
Data Dictionary for Flex Data Reporting	Marking Transactions for Extract	PA: Cardholder-initiated Setup	Tax Management for the United States
Data Exchange	Merchant Groups and Allocation	Payment Plus*	Tax Tables for Canada
Email Address Restrictions	Multiple Attachments Request	Payment Plus Overview*	Track Recovery Act Funds
Enhanced Supplier Management	My Personal Information*	Payment Plus Setup	Transaction Management*
ePay*	Navigation Basics*	Point of Contact	User Profiles

Flex Data Exports	Online Registration*	Report Scheduler	Top Tasks Portfolio File*
Alerts and Notification*	Flex Data Reporting	Order Management*	Reporting Dashboard

*Indicates Guide is also available to Cardholders

A great example of one of these user guides is our Program Administrator Guide. This guide offers extensive information for Program Administrators about the commercial card program, including items such as:

- Important Contact Numbers
- Program Structure
- Dispute Information
- Fraud Information
- Portal Instructions
- Cardholder Benefits
- Insurance Coverage
- File Transmission

U.S. Bank will have short task steps that U.S. Bank call “quick reference guides”. These guides offer focused reminders of the basic steps for specific tasks and are usually only a few pages in length. They’re structured to be easy to find and quick to use.

Additional Learning Tools

U.S. Bank will offer the Program Administrator over 30 lessons. A lesson offers interactive step-by-step instructions on a key process. A lesson is also referred to as an “e-Learning”. The end user can start, stop, speed up the e-Learning so it is a very helpful learning resource.

U.S. Bank will offer “simulations”. Think of this as a video that Users can watch (called a Guided Simulation) and then practice using a “Hands-on Simulation”. The purpose of these simulations is to help the learner practice or review more complex tasks.

U.S. Bank will offer live virtual recurring monthly webinars covering the core competencies of Access Online for the Program Administrator. Some of these have been recorded and are available on the Web- Based Training site as well.

12.7 U.S. Bank will provide updates to the user guides will be pro-actively communicated.

U.S. Bank can communicate updates on the user guides and other training materials through two main channels. First, a current list of materials that have changed is always maintained on the “Announcements” section of the Web Based Training (WBT) site. As new functionality is released, U.S. Bank will update the training documents contained within the WBT site available for download. Second, the U.S. Bank training team provides an internal communication every 60-90 day of changes made to various training materials. The Participating State’s U.S. Bank Relationship Manager can begin sharing these updates if desired.

12.8 How Customer Input is Received

U.S. Bank has a process of maintaining existing training materials and creating new materials. The U.S. Bank training team follows an industry standard for training development and delivery, called ADDIE. The ADDIE model stands for (A) Analysis, (D) Design, (D) Development, (I) Implementation and (E) Evaluation. To build new training material, U.S. Bank will first review the business need, the scope of product change and feedback from customers on any gaps on existing training content. U.S. Bank also review end user surveys and client roundtable input.

How New Training is Prioritized

Training is prioritized based on several factors such as client demand, or product changes. The Client Training Manager makes the prioritization decision in collaboration with key business stakeholders.

How Training is Built

U.S. Bank will first review factors such as business needs, customer feedback and end user surveys as part of our (A) Analysis to determine what training to develop. U.S. Bank then will look at what (D) design would be most effective for the audience. U.S. Bank will determine scope of design, U.S. Bank will then engage the appropriate subject matter experts to (D) Develop the content and to define learning objectives. Then based on the type of design U.S. Bank will deliver or (I) implement the training either virtually or place it on the Web Based Training site. After placement U.S. Bank will continue to review client survey comments, scores and activity to effectively (E) evaluate this new piece of training material.

How Training is Presented

The training can be presented in any number of ways that best meet the needs of the audience. Sometimes very complex information may be delivered using a combination of methods (or a “blended solution”) to increase skills. For example, this could be an e-Learning followed by a quick reference guide. Or it could be a virtual training session followed by a self-directed simulation.

How New Training is Advertised/Communicated

New training is communicated through a designated Relationship Manager. It is also communicated in the “Announcements” section of the Web Based Training site. Training may be presented in various methods, such as user guides, quick reference guides, live training sessions, recorded training sessions, or in person upon request by a designated Relationship Manager.

- 12.9 The U.S. Bank Client Training Manager is always available to consult, along with the U.S. Bank Relationship Manager, with the Participating State or Purchasing Entity about specific or unique educational needs.

U.S. Bank’s training team is highly skilled in solid principles of adult learning and are equipped with several tools to design and develop the right training to meet organizational needs.

U.S. Bank will provide a newsletter sent three times a year via email called “Corporate Payment Insights”. The purpose of this newsletter is to share industry information and best practices for managing a card program, along with some educational tips and tools.

13. PAYMENT TERMS

- 13.1 The full amount of each Purchasing Entity’s monthly balance or billing cycle balance, except for disputed or reported fraud items, will be due within forty-five (45) days from the billing cycle date of the monthly account statement.
- 13.2 U.S. Bank will provide a monthly statement to each Cardholder and/or Program Administrator as designated Purchasing Entity.
- 13.3 Each statement shall be identified by the associated Participating Addendum Number for each Participating State.
- 13.4 Statements for payment will accurately reflect all credits, where applicable, due the Purchasing Entity.

13.5 If the statement is not postmarked or available electronically (for accounts with electronic statement delivery) within three (3) days of the billing cycle, the payment term can be extended the equal number of days between the third day after the billing cycle and the actual latest postmark date or electronic posting date of the Statement.

13.6 Payments will be posted to the system within two (2) business days to ensure the prompt payment/speed of pay incentive is fully realized and real credit limits are available.

13.7 Payment may be made to U.S. Bank via check, cash, warrant, bank wire, automatic clearing house (ACH), or electronic funds transfer (EFT), at the Purchasing Entity's option. Although the National Automated Clearing House Association (NACHA) is a standard method for funds transfer, U.S. Bank will be able to accommodate standard and non-standard formats at no extra charge to accommodate different State's EFT processes and systems.

13.8 A ten (10) day grace period for payments pulled from automated clearing house (ACH) process is required to avoid penalty or negative hit on rebate.

13.9 U.S. Bank will provide payment processing information.

Handling of Payments

When payments are received by the U.S. Bank Payments Department in St. Louis, assuming proper remittance is provided by the Purchasing Entity, the payment will be posted the same day it is received. The posting of the payment is recorded on the Cardholder or Managing Account statement.

Best practice is to provide an electronic payment method option to maximize efficiency, rebate and to prevent misapplied or missing payments. U.S. Bank's preferred method of payment is ACH or EFT.

If a Purchasing Entity prefers to send a paper warrant or check, the best practice is to provide these with the bank issued payment coupon attached to the Managing Account. U.S. Bank will have process/system in place which opens the mail, separates the payment coupon from the corresponding check and then puts everything through a MICR machine so they can process the payments systematically.

These check payment scenarios are:

- One U.S. Bank payment coupon / One Check (Best Practice)
- One U.S. Bank payment coupon / Multiple Checks (Best Practice)
- Multiple U.S. Bank payment coupons / One Check (Best Practice)
- Check List of Managing Accounts / One Check (Accepted, but not Recommended)
- One Check / Check Stub or "Skirt" (Accepted, but not Recommended)
- One Check / Managing Account Number written on the face of the check (Accepted, but not Recommended)

All of these payment options will be accepted, but the best practice methods are preferred. U.S. Bank will also accept Wire payments. Additionally, U.S. Bank offer AutoPay (daily or monthly) and TelePay options.

Value Add Enhancement

U.S. Bank considers our NASPO ValuePoint participants to be a strategic partner and highly valued program. The handling of payments and delinquency management is a critical component of our program's success. We recognize that the use of cards for some agencies is a crucial part of their business operations (such as CALFire) and as such, we have demonstrated the utmost flexibility

with regard to payments processing for over two decades, even to the extent of leaving accounts open that are 150 days past due and approaching charge off. We have advocated for States and Purchasing Entities with our Risk Managers, Senior Leaders, Chief Credit Officer and CEO, to ensure no program disruption during critical moments in an agency's day to day operations. Under this contract we have demonstrated our willingness to leave cards open far beyond our rights to suspend, to accommodate state-wide reconciliation and processing delays caused by the agency's internal systems and operations.

14. LIABILITY

14.1 Purchasing Entities shall have no liability for lost or stolen cards upon notification to U.S. Bank or fraudulent use of any card products.

14.2 A Purchasing Entity shall only be permitted to request the issuance of Commercial Cards in the name of the following parties: (i) in the name of a Purchasing Entity; (ii) in the name of any Purchasing Entity employee, (iii) in the name of any individual that is acting directly or indirectly as an independent contractor of a Purchasing Entity; (iv) in the name of any other individual provided on a temporary basis and so long as such individual has a bona fide connection to a Purchasing Entity (i.e. a temporary card issued to an employee candidate); (v) in any other manner specifically authorized by U.S. Bank. A Participating State shall not request the issuance of Commercial Cards for any Purchasing Entity (or employees of such Purchasing Entity) that is not the Participating State itself or a State Agency of Participating State. U.S. Bank may refuse to issue a Commercial Card to any party that cannot satisfy U.S. Bank's regulatory requirements referenced in the Master Agreement or any applicable Participating Addendum.

14.3 Any Purchasing Entity shall immediately notify U.S. Bank, in writing, of, in addition to any instances set forth in the Master Agreement, any termination of employment or contractor status of any Cardholder or, for a Participating State, removal of a State Agency from the Commercial Card program. Any Purchasing Entity shall take all necessary action through the available on-line tools under the Commercial Card program to terminate the Commercial Card of any party that would not qualify for the issuance of a Commercial Card as set forth in Section 14.2. The Purchasing Entity is liable for Obligations on Commercial Cards, without regard to the type of liability, if it fails to timely take the actions set forth in the prior sentence.

14.4 Upon cancellation of a Commercial Card, or termination of the Master Agreement or applicable Participating Addendum, the applicable Purchasing Entity shall cancel the billing of all reoccurring transactions to a Commercial Card. U.S. Bank is not liable for any reoccurring transactions a Purchasing Entity has failed to cancel.

14.5 U.S. Bank is not liable for Charges declined or approved, as a result of inaccurate merchant category codes used by a merchant.

15. FRAUD PROTECTION

15.1 U.S. Bank will report fraud transactions, and the resulting credit issuance(s) to the Cardholder and the Purchasing Entity Program Administrator through real time notifications.

15.2 U.S. Bank or system will be capable of providing a daily (at a minimum) fraud and declined transaction report as requested by the Purchasing Entity.

15.3 U.S. Bank will provide external fraud protection coverage for the following types of occurrences including, but not limited to:

- lost/stolen cards
- counterfeit cards
- skimmed cards
- unauthorized internet transactions
- fraud patterns
- account takeovers

Cardholders are automatically covered by complete fraud protection at no cost. Neither the Participating States and Purchasing Entities, nor their Cardholders, will be held liable for fraudulent charges that are promptly reported to U.S. Bank. Items protected under this coverage include but are not limited to:

- Lost/Stolen Cards
- Counterfeit Cards
- Skimmed Cards
- Unauthorized Internet Transactions
- Fraud Patterns
- Account Takeovers

Visa Liability Waiver Protection

All U.S. Bank liability options qualify for the Visa Liability Waiver Program, which protects against losses associated with terminated employees (maximum coverage is \$100,000 per employee). Coverage is effective 75 days prior to notification of termination and 14 days after notification. There is no cost for this coverage.

15.4 U.S. Bank will provide program screening activity for external fraud patterns and the process for communicating potential external fraud with Cardholders and Program Administrators.

U.S. Bank will offer a full range of fraud prevention and investigative services as part of our standard offering to clients. The core service is driven by a team of dedicated fraud professionals focused on superior service and results for clients. The complete fraud life-cycle support includes:

Account Screening and Communication

- Trained fraud professionals available 24/7/365
- Combination of real-time and near real-time fraud rule engines
- Authorization scoring with industry-leading risk models designed to profile Cardholder behavior and compare it against known fraud patterns
- Outbound telephone calls to Cardholders and program offices to verify activity
- Optional fraud alerts via text message and email
 - An SMS alert is sent to the registered Cardholder's mobile phone number. Alternatively, the Cardholder can opt to receive email alerts
 - Upon receipt of the message, the Cardholder is prompted to respond "VALID" if the transaction is valid or "FRAUD" if the transaction is fraudulent
 - A "VALID" response clears the Fraud status from the account. A "FRAUD" response triggers a follow-up message informing the Cardholder that a U.S. Bank fraud agent will call to initiate our standard fraud process
- 3D Secure authentication for card not present (online) charge activity

Development of Detection Strategies

- Sophisticated data modeling techniques used to detect fraud trends

- Standard industry practices including card activation programs requiring cards to be activated before first use and Card Verification Value (CVV) embedded in card magnetic strips along with chip enabled cards to prevent counterfeit risk

Identity Theft Mitigation

- Our Threat and Vulnerability team monitors the internet for rogue websites impersonating our sites and closes them down
- Compromised user ID alerts
- Immediate response to breaches through our Cardholder privacy office

Customized Fraud Risk Controls

- Account opening and maintenance policies
- Appropriate credit limit assignments
- Merchant restrictions

Intelligence Gathering

- Participation in industry roundtables provides current information on fraud trends and allows for proactive steps toward fraud mitigation
- Quarterly reviews conducted with Visa on fraud trends, performance and innovative fraud products

Complete Investigative Services

- Coordination with local, state and Federal law enforcement agencies
- Industry leading recovery rates minimize cost of programs to our clients
- Assistance on internal fraud cases by providing copies of charge receipts, transaction detail and copies of applications to law enforcement agencies, if required

Value Add Enhancement Fraud Tools

U.S. Bank will continually work to enhance fraud detection capability and the overall customer experience, with three of U.S. Bank's largest recent fraud initiatives highlighted below:

- Visa Travel Notification Service—U.S. Bank was one of the first providers to market with Visa Travel Notification Service (formerly known as Visa TravelTag). When a Cardholder books their business trip on a U.S. Bank Corporate Travel Card, the itinerary data (dates of travel, destination, etc.) creates a travel tag on the Cardholder's account. When the card is used at a merchant, U.S. Bank will check the Cardholder's travel tag in real-time to confirm that the authorization information matches the travel dates and destination. This process provides enhanced data to be used with fraud detection rules and provides Cardholders with a better experience.
- Visa Consumer Authentication Service (VCAS)—Industry trends continue to show increases in fraud related to Card Not Present (CNP) transactions. As a result, U.S. Bank rolled out Visa's VCAS product (often known as 3D Secure) to offer an increased layer of fraud detection for online transactions.

Communication

When fraud is suspected and the account is queued for review, U.S. Bank's team will attempt to call the Cardholder via the phone numbers listed on the account to confirm the validity of the transaction(s) and a temporary block status may be applied to the account to prohibit further charging activity. Another contact option would be text or email alerts, should the Cardholder choose to enroll. Once contact is made and validity confirmed, the block is removed. If the Cardholder has not contacted U.S. Bank before the end of the business day, the account will appear on a report that the Account Coordinators will receive the following day. They will send

an email to the Program Administrator to advise that the account needs to have activity confirmed by the Cardholder.

- 15.5 When fraud is suspected and the account is queued for review, U.S. Bank's team will attempt to call the Cardholder via the phone numbers listed on the account to confirm the validity of the transaction(s) and a temporary block status may be applied to the account to prohibit further charging activity. Another contact option would be text or email alerts, should the Cardholder choose to enroll. Once contact is made and validity confirmed, the block is removed. If the Cardholder has not contacted U.S. Bank before the end of the business day, the account will appear on a report that the Account Coordinators will receive the following day. They will send an email to the Program Administrator to advise that the account needs to have activity confirmed by the Cardholder.

Fraud Alerts

The fraud alert process builds upon U.S. Bank's current fraud process. When suspicious activity is detected, the card in question is placed in Fraud status, automatically declining subsequent activity. An Email or SMS alert is sent to the Cardholder all in real-time. When using the SMS alert option, upon receipt of the message, the Cardholder is prompted to respond "VALID" if the transaction is valid or "FRAUD" if the transaction is fraudulent.

A "VALID" response clears the Fraud status from the account and the Cardholder receives a follow-up message confirming that the Fraud status has been lifted.

A "FRAUD" response triggers a follow-up message informing the Cardholder that a U.S. Bank fraud agent will call to initiate standard fraud process, including cancelling the compromised card and issuing a replacement. Alternatively, the Cardholder will be provided the option to call fraud agents immediately.

If U.S. Bank does not receive a response to the SMS fraud alert message, fraud analysts will handle the suspicious activity per existing process (attempt to contact the Cardholder, notification to the Program Administrator through their Account Coordinator, etc.).

Email Alerts

U.S. Bank's email alert process is similar to SMS alerts, but an additional layer of detailed information regarding the alert and who to contact. As an alternative to the simplified, two-way communication of SMS alerts, when suspicious activity is detected and an Email alert is sent, the email will include the following information:

- Account identified
- The transaction amount in question
- The date the transaction occurred
- Contact information for our Fraud Specialists to discuss the potentially fraudulent activity

Upon receiving an email alert, the Cardholder would contact the Fraud Specialists at the number provided in the email to discuss the transaction in question.

Compromised Cards (Such as Compromised Merchant Site)

With the current tools and functionality, along with the expansion of EMV cards, the need to perform proactive card reissues due to merchant compromise events has decreased significantly. In most instances, U.S. Bank is able to address any fraud attempts tied to these compromises with the tools U.S. Bank have, declining those attempts and eliminating the need to reissue the card.

When a compromise has occurred with a merchant that impacts U.S. Bank accounts, fraud

professionals determine which accounts are impacted and if a proactive reissue is necessary. If a proactive reissue is deemed necessary, the fraud department will subsequently alert all internally impacted teams of the plan to perform a reissue.

New accounts will be issued and the compromised account will remain open until the Cardholder receives and activates their new account, or until the timeframe of 20 calendar days is reached. At this time, the old card will automatically be closed. Cardholders will receive an insert with the new card outlining the reason for the reissue and notification that they should activate their new account.

15.6 All U.S. Bank commercial cards are equipped with an EMV chip. U.S. Bank was first to market with this technology, issuing cards with EMV in 2014, allowing for chip and signature with PIN. Magnetic stripe technology continues to be included on all U.S. Bank issued cards to ensure global acceptance, whether merchants are enabled to accept EMV chip cards or not.

15.7 U.S. Bank or system will provide a way for Purchasing Entities to report fraudulent activity, lost, or stolen cards. Purchasing Entities also know it is important to be able to verify credentials of someone reporting such activity.

U.S. Bank's toll-free Fraud Support line is available to Cardholders and Program Administrators 24/7/365. Cardholders and Program Administrators can call directly to report fraud or check the status of an existing fraud case. Purchasing Entities can also call the Customer Service number on the back of the card to be transferred to the Fraud Department.

A fraud claim is initiated via phone, marking all fraudulent transactions so they can be reviewed by a fraud case processor. Please note, Participating States and Purchasing Entities are not liable for fraudulent transactions. A new account will be set up and a new card will be mailed. The case will be assigned to a fraud case processing specialist, who will work with the Cardholder where necessary to complete the fraud process. U.S. Bank will work within the guidelines established by Visa to maximize recovery opportunities and to provide timely resolution of the case. Once the process is complete, a final resolution letter will be sent to the Cardholder outlining the outcome of the case.

Unauthorized transactions or fraud cases should be initiated by phone, rather than by mail or fax. The claim should not be initiated as a dispute through Access Online.

- Client's filing time
 - Timeframe is per the client's contract. Most clients have 60 days
 - Case will be assigned out within 10 business days with provisional credit issued at that time
 - The signed affidavit/statement of fraud is due back in 14 days
- Responding to chargeback
 - Visa timelines are at 30 days
- U.S. Bank responds to merchant's response
 - The client may be sent the merchant's rebuttal if an updated response is needed, the client is given 14 days to respond
 - Visa timelines are at 30 days
- Merchant rebuttal
 - The merchant may respond again, this is different based on a fraud or dispute claim for Visa, but should be no longer than 30 days from U.S. Bank's rebuttal

Caller Verification Process

U.S. Bank Representative may ask the caller to confirm one of a number of personal information

questions, including the last four digits of their Social Security Number, which is actually a 4-digit code U.S. Bank assigned during activation of their account, as well as an address, ZIP code, phone number, employee id, single purchase limit, or the cycle limit listed on the account. The representative will always ask 3-5 verifying questions and those questions will not be the same every time they call. This verification protocol is to prevent account take-over fraud.

U.S. Bank recently implemented a functionality that is able to recognize and block when a call comes from a recognized bad ANI (Automated Number Identifier) or originating phone number. As U.S. Bank recognizes bad or fraudulent ANI's, U.S. Bank will create an ANI blacklist that U.S. Bank can use to immediately take action on an account. This functionality will also assist preventing account take-over fraud

Process for Reporting Fraud

A step-by-step rundown of the fraud reporting process is presented below.

- Contact Cardmember Services—The current card will be canceled for the Cardholder's protection and they will receive a new card with a new number.
- Service Advisor will transfer Cardholder to Fraud Department—A U.S. Bank representative will review the current activity on the account with the Cardholder.
- Fraud Representative initiates the case—This includes marking the authorizations and/or transactions posted to the account believed to be fraudulent transactions.
- Statement of Fraud (SOF) generated—Based on the posted fraud transactions and mailed out within three weeks of the call.
 - If a case is started on authorization activity and the transactions never post, a SOF letter will not be created and the case will be closed.
 - If fraud charges post to the new number, a credit is applied to the new account.
 - The SOF will be completed and returned to the Fraud Department by the due date on the letter.
- SOF is received—An investigation will be conducted to determine who is responsible for the fraud.
 - If it is discovered that the Cardholder participated or benefited from the charges, the account will be re-billed and the claim denied.
 - If the claim is resolved in the Cardholder's favor the credit will remain on the account permanently.
- Final Resolution Letter—Sent at the end of the claim.

Lost or Stolen

As soon as the Cardholder is aware of the stolen or missing card, U.S. Bank will ask that the Cardholder call the Customer Service Center domestically or the Visa Assistance Center internationally to report a card lost or stolen and request emergency replacement. There are no replacement fees for standard delivery of the card replacement and neither Participating States and Purchasing Entities, nor their Cardholders are responsible for fraudulent charges made to the promptly reported lost or stolen card.

15.8 U.S. Bank or system will provide a way for Purchasing Entities to track reported fraud transactions to completion (closure).

U.S. Bank will provide an option for Purchasing Entities to track reported fraud transactions to completion. Once a fraud claim is reported to U.S. Bank, a Fraud Representative will initiate a case, including marking the authorizations and/or transactions posted to the account believed to be fraudulent transactions. A Statement of Fraud (SOF) is then generated and mailed out within

three weeks of the initial call. Once the SOF is filled out, sent back and received by U.S. Bank, an investigation will be conducted to determine who is responsible for the fraud. Purchasing Entities are able to monitor the progress of a fraud claim at any time throughout the investigation by contacting the Fraud Center. When a final resolution is determined, a letter will be sent explaining the results.

Access Online Fraud Reports

The following schedule fraud reports may be used by Program Administrators to monitor activity and track reported fraud transactions to completion (closure). The reports can be scheduled to go to the Program administrator's Access Online Data Exchange mailbox. U.S. Bank recommends monthly distribution of both reports.

- **Fraud Summary Report**—Includes all authorizations and transactions identified as fraudulent during the timeframe requested and breaks out top fraud Merchant Category Codes (MCCs) by count and dollar amount, making it easy to identify MCC blocking opportunities.
- **Statement of Fraud Report**—Summarizes all fraud cases that were opened in the previous 90 days and notes when the document was sent and if/when it was received back by U.S. Bank. The data in the report is helpful with identifying Cardholders with active fraud cases who have or have not returned their Statement of Fraud form to U.S. Bank.

15.9 U.S. Bank or system will be able to resolve mass att (i.e. fraudulent low value charges on multiple cards at once) without requiring action from the Purchasing Entities.

U.S. Bank will monitor accounts and assess the risks involved with each case. When mass attacks occur, they are often conducted at the same merchant, making them easy to identify. To address these attempts, a daily review is conducted specifically searching for these types of attempts and merchants where they occur. Once identified, the merchant where the attempts occurred is added into U.S. Bank's real-time fraud strategies, declining any future attempts immediately, stopping the approval and deterring the fraudster. Since the attempts are declined in real-time, there is no need for the Cardholder or Purchasing Entity to notify the bank or reissue the account so long as no attempts are approved.

The use of these fraud strategies assists in preventing fraud attempts from getting approved, removing the need for a Cardholder to open a fraud case. In turn, this avoids the inconvenience of having a replacement card sent and shutting down the current card during the regular 7-10 mailing days. The process is far less disruptive to the Cardholder than the normal process of reporting an instance of fraud.

16. DISPUTED TRANSACTIONS

16.1 U.S. Bank will provide a resolution procedure for dealing with disputed transactions resulting from unauthorized charges, errors in cardholder billings, or problems with charges for merchandise or services that are not resolved between the Cardholder and Merchant.

As a best practice in the event of a dispute, U.S. Bank will encourage clients to contact the merchant first. Most of the time, disputed charges can be resolved this way, without having to undergo the full dispute process. However, when a full transaction dispute is necessary, U.S. Bank make the process simple. U.S. Bank will handle the process from initiation to resolution and there is little to no paperwork required. Using Access Online, Cardholders will notify U.S. Bank by simply going online (via web or mobile app) to initiate disputes.

Initial Notification and Tracking

In addition to notifying the bank via online or mobile app, the dispute can be tracked in Access Online where all dispute data is updated daily.

Through Access Online, users can:

- View all disputed transactions electronically
- View the current status of a dispute
- Cancel a disputed transaction
- Determine if a transaction has been disputed electronically

Cardholder Dispute Step-by-Step Process

In the event of a dispute, Cardholders will follow the process below:

- Cardholder notifies U.S. Bank by calling customer service or submitting a dispute via AccessOnline.
- U.S. Bank will assign a dispute file and begin an investigation.
- Cardholder is able to track the dispute through Access Online.
- Upon a decision, U.S. Bank will send the Cardholder a letter via mail notifying them of the resolution.
- If prompted, Cardholder would follow the instructions from the letter on further steps needed in the process.

Cardholder Notification

In addition to having the ability to track progress of the dispute through Access Online, the Cardholder will receive a letter in the mail notifying them of the dispute resolution, as well as whether they are responsible for payment of the charge or not. This letter will also have any additional instructions regarding further steps needed.

Dispute Billing/Invoice Adjustments

Once a transaction is in dispute, it is removed from the total amount due that appears on the card statement. Disputed amounts are not subject to finance charges, regardless of the final resolution decision. These disputed amounts are displayed on the account summary of the Managing Account and/or Cardholder statement to aid invoice adjustment for billing offices. When a credit is received it will be reflected within this summary as well.

Provisions for Prompt Investigation of Disputed Items**Dispute Reporting**

In Access Online, disputed transactions are marked with a “D” to easily identify transactions that are currently in the dispute process. To assist Cardholders, Approvers, Program Administrators and Billing Contacts with effective Program Management, several reports can be run on disputed transactions:

- Transaction Detail—Shows summary allocation information for a specific accounting code and provides specific transaction detail. The Transaction Detail report provides the following fields:
 - Disputed—Shows whether the transaction has ever been disputed (Y/N)
 - Dispute Status—Shows whether the dispute has been resolved and in whose favor
 - Dispute Status Date—Lists the date of the dispute resolution
- Full Transaction and Order Detail—Fully details expenditures, including transaction, line item, order, account allocation and tax estimation information
- Bill Transaction Analysis with Order Detail—Offers detailed and summary billed transaction information regarding the results of order and transaction matching

Disputed items are removed from the balance due and do not age while in a dispute status. If the dispute claim is resolved favorably, the charge is completely removed from the account; if it is resolved unfavorably, the charge is then reflected back into the balance due.

Dispute Reasons/Components

To assist in providing detail on what constitutes a reason one may dispute a transaction, or a component of what constitutes disputing a transaction, U.S. Bank will have provided a list of common categories of dispute reasons.

- Merchandise Returned—"...I have not received credit for the returned merchandise."
- Merchandise Not Received—"...I have not received the merchandise."
- Services Not Received—"...I have not received the services."
- Credit Not Received—"...I have not received credit toward my account."
- Cash Not Received—"...I did not receive cash from the ATM."
- Alteration of Amount—"...the receipt does not match the amount posted."
- Inadequate Description—"...the description does not give enough information."
- Not As Described—"...the merchandise I received does not match the description from the merchant."
- Quality of Service—"...the service I received does not match the description from the merchant."
- Duplicate Processing—"...it has been charged for this transaction more than once."
- Paid by Other Means—"...I had paid by other means such as a cash or check."
- Credit Posted as a Purchase—"...it should have been a credit to my account."
- Cancelled - Merchandise Returned—"...I had cancelled the purchase. The merchandise has been returned."
- Cancelled - Recurring Transaction—"...I had cancelled the purchase. This is a recurring transaction."
- Cancelled—"...I had cancelled the purchase."
- Transaction Posted to Closed Account - Recurring Transaction—"...this account has been closed. This is a recurring transaction such as a monthly service."
- Transaction Posted to Closed Account—"...this account has been closed."
- Defective - Shipped/Returned—"...the shipped merchandise received was defective. Merchandise has been returned."
- Defective - Shipped—"...the shipped merchandise I received was defective."
- Defective—"...the merchandise I received was defective."
- Other—"...none of the above reasons fit my need to dispute this transaction."

17. RESERVED – Card Acceptance
