

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

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

AGREEMENT

1. Product Selection.

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

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

** Available only as Corporate Liability

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

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

To Participating State:

State of Alabama
 Division of Procurement
 100 N. Union Street, Ste 192
 Montgomery, AL 36110, USA
 Attn: Card Manager (TBD)

To U.S. Bank:

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

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

Appendix A – State Specific Terms and Conditions
The Master Agreement

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

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

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

STATE	U.S. BANK
DATE: 10/4/2023	DATE: October 06, 2023
State of Alabama, Division of Procurement Name of Participating State	U.S. Bank National Association
Christine Cook Digitally signed by Christine Cook Date: 2023.10.04 14:53:55 -05'00'	E-SIGNED by Brian Richter on 2023-10-06 22:44:43 GMT
(Signature of Authorized Individual)	
Christine Cook (Printed Name of Authorized Individual)	Brian Richter
Chief Procurement Officer (Printed Title of Authorized Individual)	Vice President Senior Vice President

Appendix A**COMMERCIAL ACCOUNT AGREEMENT
TERMS AND CONDITIONS****a. Mandatory Source:**

When products or services are available on a statewide contract (master agreement), agencies under the purview of the Chief Procurement Officer must use the contract(s). State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments, colleges and universities and municipalities.

b. Amendment to MA Exhibit B

The State will retain 24.75 of the 34.75 bps administrative fee of the local governments, colleges and universities and municipalities volumes. If it is allowable by law, the aforementioned entities will retain 10.00 bps of its own volume. If not allowed by law, the State will retain the entire 34.75 bps.

c. Reserved.**d. Immigration:**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

e. Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

f. Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

g. Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

h. No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from

indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

i. Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

j. Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

k. Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

l. Delinquency/Late Payment:

Any interest, penalties or processing costs for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

U.S. Bank shall not suspend any One Card Account unless an amount shown (other than amounts subject to a bona fide dispute) on a Statement (the "**Original Statement**") is not paid in full by the issuance of the second Statement after the Original Statement.

m. Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

n. Proration:

In the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

o. Card Design and Hierarchy

The State shall retain its current custom card layout and artwork as well as the hierarchy stream. The State is agreeable to the card name/emboss information moving to the back of the card.

p. User Access

The State requires the ability to grant a User ID with the PA FULL WF entitlement group for agency administrators, etc.