

PARTICIPATING ADDENDUM

Contract Number: “111680 O4”

Commercial Card Services

**Between
The State of Nebraska
And
U.S. Bank**

MASTER AGREEMENT NO. 00719 Administered by State of Washington

I. Scope

This Participating Addendum (the “**Addendum**” or “**Participating Addendum**”) covers the Commercial Card Services led by the Lead State for use by state agencies and other entities (each, a “**Purchasing Entity**”) located in the State of Nebraska (the “**Participating State**” or the “**State of Nebraska**”) authorized by that state’s statutes to utilize State of Nebraska contracts with the prior approval of the Participating State’s chief procurement official. Capitalized terms used in this Addendum but not defined have same meaning given to those terms in the Master Agreement

II. Term Period

The Amended and Restated Master Agreement entered into by Enterprise Services and U.S. Bank National Association (“**U.S. Bank**” or “**Vendor**”) went into effect on January 1, 2021. The term of the Participating Addendum shall commence on January 1, 2025, and shall be in effect through December 31, 2027. Notwithstanding anything to the contrary, this Addendum shall end on the termination date of the Master Agreement unless this Addendum is terminated earlier in accordance with the Master Agreement.

III. Participation

Use of specific cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use State of Nebraska contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- a. 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.
- b. 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.

IV. 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
\$ _____	\$ 41,000,000 _____	\$ 110,000,000 _____
Benefits*	Benefits*	Benefits*
Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits • \$500,000 Standard Account • \$1,000,000 Executive Account	Card Network benefits	Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits • \$250,000 Standard Account • \$1,000,000 Executive Account
Optional Enhancements	Optional Enhancements	Optional Enhancements
Event Planner account** Managed Spend account** Central Billing account**	Event Planner account Managed Spend account Central Billing account	Event Planner account Managed Spend account Central Billing account

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

** Available only as Corporate Liability

V. Primary Contact

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Vendor

Name	Courtney Hoppe
Phone	310-363-5850
E-mail	courtney.hoppe@usbank.com

State of Nebraska

Name	Brook Taylor
Address	1526 K Street, Suite 130, Lincoln, NE 68508
Phone	402-471-2302
E-mail	Brook.taylor@nebraska.gov

VI. State of Nebraska Terms and Conditions

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting Participating Addendum will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

A. GENERAL

The Participating Addendum shall incorporate the following documents:

1. This Participating Addendum
2. Master Agreement

These documents constitute the entirety of this Participating Addendum.

Unless otherwise specifically stated in a future amendment to this Participating Addendum, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Participating Addendum or Master Agreement with the most recent dated amendment having the highest priority, 2) executed Participating Addendum and any attached Addenda, and 3) executed Master Agreement and any Addendum.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established by the State of Nebraska.

B. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this Participating Addendum or any Subsequent Amendment (as defined below), the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this Participating Addendum will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this Participating Addendum must be brought in the State of Nebraska per state law; (4) the person signing this Participating Addendum on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of this Participating Addendum, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of this Participating Addendum, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of this Participating Addendum are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

C. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Vendor, F.O.B. destination. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The State will be given full proportionate benefit of any decreases for the term of the contract.

D. AMENDMENTS

This Participating Addendum may be amended in writing, within scope, upon the agreement of both parties.

E. SUBSEQUENT AMENDMENTS

The Vendor and the State of Nebraska agree that any amendments executed by the Vendor and the Lead State subsequent to the execution of this Participating Addendum ("Subsequent Amendments") are applicable to the Participating State.

F. BEGINNING OF WORK & SUSPENSION OF SERVICES

The Vendor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

G. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Solicitation specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

H. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE

The Vendor may, but shall not be required to, allow political subdivisions, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any political subdivision contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

I. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate this Addendum, in whole or in part, at any time.
2. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders, and
 - c. Vendor has or announces it will discontinue support of the deliverable.

J. CONTRACT CLOSEOUT

Upon contract closeout for any reason the Vendor shall within 30 days, unless stated otherwise herein:

1. Return to the State all information and data, unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
2. Reasonably cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract, and
3. Return or vacate any state owned real or personal property.

Nothing in this Section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

K. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

VII. VENDOR DUTIES

A. INDEPENDENT VENDOR / OBLIGATIONS

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

The State reserves the right to request the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev.

Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this participating addendum.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

F. CONFLICT OF INTEREST

By signing, Vendor certifies that, to the best of its knowledge, no relationship exists between the Vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this participating addendum.

Vendor further certifies that Vendor will not assign any individual known by Vendor to have a conflict of interest to the direct services provided under this Participating Addendum, nor shall Vendor take any action or acquire any direct interest, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual conflict of interest.

If there is an actual or perceived conflict of interest, Vendor shall provide a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject.

G. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

H. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

I. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

J. DRUG POLICY

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

K. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

VIII. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by reasonable electronic means such as ACH deposit.

C. LATE PAYMENT (Nonnegotiable)

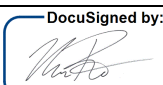
In connection with section 6.2 (Payment) of the Master Agreement, the Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

D. RIGHT TO AUDIT (Nonnegotiable)

The State shall have the right to audit the Vendor's books and records related to performance of this Participating Addendum upon a thirty (30) days' prior written notice and no more than once per calendar year. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (collectively, the "Information") to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business in a manner that does not disrupt normal business activities or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any non-confidential or non-sensitive Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Information Vendor considers, in its sole discretion, sensitive or confidential may be viewed by the State at a Vendor's location or via a video conference call, however the State may not record or create copies of Vendor's sensitive or confidential information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

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

State of Nebraska	Vendor: U.S. Bank National Association
By:  DocuSigned by: D5D6C0E236ED496...	By:  Signed by: 5ACAEFB22D3F442...
Name: Michelle Potts	Name: Ryan Potts
Title: Materiel Administrator	Title: Senior Vice President
Date: 12/31/2024	Date: 12/30/2024

[Please email fully executed PDF copy of this document to PA@naspo.valuepoint.org to support documentation of participation and posting in appropriate data bases]

C.S.

DocuSigned by:


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