



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

**REQUEST FOR PROPOSAL 5842
AMENDMENT 2**

DELIVERY INSTRUCTIONS

For USPS/FedEx/UPS, etc.
Proposals must be mailed to:
Purchasing Department
Southeast Missouri State University
One University Plaza, Mail Stop 3280
Cape Girardeau, MO 63701

OR delivered by offeror to:
Purchasing Department
Academic Hall Room 200F
Normal Avenue
Cape Girardeau, MO 63701

**TITLE: PURCHASING CARD AND EPAYABLES
SERVICES**

DATE: NOVEMBER 18, 2016

**BUYER: LYNDA SEABAUGH
ASSISTANT CONTROLLER**

EMAIL: lseabaugh@semo.edu

PHONE: (573) 651-2076

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: NOVEMBER 28, 2016

TIME: 3:30 P.M.

MUST BE SIGNED TO BE VALID

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal.

AUTHORIZED SIGNATURE		PRINTED NAME/TITLE	
COMPANY NAME			CURRENT DATE
MAILING ADDRESS			TELEPHONE NUMBER/EXT.
CITY		STATE	ZIP CODE
CONTACT PERSON	CONTACT PERSON EMAIL ADDRESS		FACSIMILE NUMBER
DELIVERY DATE: _____ DAYS ARO, FOB DESTINATION PROMPT PAYMENT TERMS: _____% _____ DAYS NET _____ DAYS			
NOTICE OF AWARD (SOUTHEAST MISSOURI STATE UNIVERSITY USE ONLY)			
AUTHORIZED SIGNATURE FOR SOUTHEAST MISSOURI STATE UNIVERSITY			DATE

**SOUTHEAST MISSOURI STATE UNIVERSITY
PURCHASING CARD AND EPAYABLES SERVICES
REQUEST FOR PROPOSAL 5842**

AMENDMENT #2

The offeror is hereby notified of questions received and corresponding answers for Request for Proposal 5842:

Q1. The University has indicated that they will be expanding their purchasing card program by rolling out 800 more cards. Does the University have an estimate for the increase in volume/spend?

The University anticipates the spend volume to at least double; however, this is not guaranteed.

Q2. Would you please provide the current contract with US Bank? I'm assuming this is public record so if it is published elsewhere and you can direct me to the site that would work too. If not addressed in the current contract, would you please provide detail description for each category of the Rebate Calculation?

See Amendment 2 Attachment.

File Turn/File Turn Large is the number of days from the date the bank funds a charge transaction to the date payment for that transaction is posted. Transactions are deemed large if the transactions qualify for large ticket interchange rates.

Large Transaction Size/Transaction Size is the average of the transactions. Transactions are deemed large if the transactions qualify for large ticket interchange rates.

Volume/Volume Aggregate is the total of all transactions which do not qualify for large ticket interchange rates.

Q3. Question 29 for Tab 4 regarding vendor activation. Are you referring to vendor enrollment, or is there another process you mean with this?

The University is referring to enrollment and management of vendors in the program.

Q4. Could you provide 3 years audited financials and enrollment information for our relationship team to review?

**Financial statements for the University can be obtained via the internet:
http://www.semo.edu/controller/financial_reports.html.**

Q5. Would it be possible to obtain a vendor file from you to see how many of your vendors are enrolled in our Auto-Enrolled vendor group?

The University does not have a vendor file readily available.

Q6. What Enterprise Resource Planning (ERP) or Accounts Payable (AP) Software does the University utilize today?

The University utilizes Ellucian Banner ERP software.

Q7. Does the University have certain requirements for the purchasing custom card design? (i.e. Tax Id, specific logo, colors?)

The purchasing cards must contain the University logo. The University prefers a red card and would prefer the tax ID number to be on the card.

Q8. Currently the University earns an annual rebate. Is the University open to more frequent rebates (Monthly, Quarterly)?

The University is open to more frequent rebates.

Q9. Does the University prefer to have one website to manage both ePayables and Purchasing Cards?

The University has no preference.

Q10. The rebate calculation table on Attachment 1 does not appear to be calculating appropriately for the first two lines. The file turn rebates appear to be calculated at 3.5% not 0.03500%.

The chart has been corrected as follows:

File Turn	10	0.3500% x	\$4,789,666.80 =	\$16,763.83
File Turn Large	10	0.3500% x	\$1,298,034.73 =	\$ 4,543.12
Large Tran Size	20,282.00	0.14900% x	\$1,298,034.73 =	\$ 1,934.07
Tran Size	329.00	1.0430% x	\$4,789,666.80 =	\$49,956.22
Volume	4,789,666.80	0.0400% x	\$4,789,666.80 =	\$ 1,915.87
Volume Aggregate	796,828,710.36	0.2230% x	\$4,789,666.80 =	\$10,680.96

The RFP closing date and time remain the same.

All other terms and conditions of Request for Proposal 5842 remain the same.

If you have any questions regarding this information, please contact the Purchasing Department at 573-651-2076.

To acknowledge receipt of this amendment, the offeror should complete, sign, and return with the proposal response.



U.S. Bank Higher Education Card Consortium Program Application

The issuer of U.S. Bank Cards is U.S. Bank National Association ND ("U.S. Bank").

SECTION 1 - PROGRAM MEMBER INFORMATION AND AUTHORIZATION

PROGRAM MEMBER'S LEGAL NAME Southeast Missouri State University		
DBA OR PROGRAM MEMBER NAME TO BE EMBOSSED ON CARD(S) (Limit to 21 letters and spaces.) Southeast MO St Univ		FEDERAL TAX ID 43-6003569
PROGRAM MEMBER PHYSICAL ADDRESS (PO Box not acceptable) One University Plaza, MS 3200		
CITY Cape Girardeau	STATE MO	POSTAL CODE 63701
CARD PROGRAM CONTACT NAME Lynda Seabaugh		CONTACT TITLE Treasury Accountant
CONTACT PHONE NUMBER 573-651-2076		CONTACT FAX NUMBER 573-651-2738
EMAIL ADDRESS l s e a b a u g h @ s e m o i . e d u		WEBSITE ADDRESS www.semo.edu
NET ANNUAL SALES \$ 115,536,054	TOTAL ANNUAL BUDGET LESS PAYROLL \$73,525,799	

AUTHORIZATION AND EXECUTION

Program Member certifies to U.S. Bank that the person executing this Application is authorized by Program Member in accordance with its organization rules and applicable law to bind the Program Member to this Application and has the authority to incur Debt in the name of the Program Member. Program Member has read, understood and agrees to this Application and U.S. Bank is entitled to act individually and collectively in reliance upon the authorizations and certifications set forth in this Application.

In witness whereof, Program Member has, by its authorized signer(s), executed this Application and agrees to the attached Agreement.

DATED THIS 7th DAY OF May, 2013

SIGNATURE OF AUTHORIZED INDIVIDUAL
Kathy M. Mangels

PRINTED NAME OF AUTHORIZED INDIVIDUAL
Kathy M. Mangels

PRINTED TITLE OF AUTHORIZED INDIVIDUAL
Vice President for Finance & Administration

INDUSTRY CATEGORY: DELIVERIES MANUFACTURER SERVICES RETAIL WHOLESALE OTHER Higher Education

TYPE OF ORGANIZATION:
 CORPORATION (PUBLIC) CORPORATION (PRIVATE) PARTNERSHIP GOVERNMENT LLC LLP
 IF ANY OF THE ABOVE AND NON PROFIT OTHER Tax exempt Higher education

IS THE PROGRAM MEMBER RATED BY DUN AND BRADSTREET (D&B)? YES NO
IF YES, D&B NUMBER
800913428

If not rated by D&B, applications may be expedited by attaching a copy of Program Member's Business License, Certificate of Good Standing, Tax Return and/or filings with Secretary of State.

DOES THE PROGRAM MEMBER CONDUCT BUSINESS IN A FOREIGN COUNTRY? YES NO
IF YES, LIST COUNTRIES AND NATURE OF BUSINESS CONDUCTED

DOES THE PROGRAM MEMBER HAVE AN EXISTING RELATIONSHIP WITH U.S. BANK? YES NO
IF YES, WHAT TYPE OF RELATIONSHIP

DOES THE PROGRAM MEMBER OWN OR OPERATE ITS OWN AIRCRAFT? YES NO

DOES THE PROGRAM MEMBER HAVE FREIGHT AND/OR SHIPPING EXPENSES GREATER THAN \$1 MILLION PER YEAR? YES NO

SECTION 2 - PROGRAM AND OPTIONAL FEATURES/SPECIAL PRODUCTS SELECTION

SELECT YOUR PROGRAM TYPE AND INSERT ANTICIPATED ANNUAL CHARGE VOLUMES AND NUMBER OF CARDHOLDERS FOR EACH PROGRAM: *Please select all programs that apply and insert volume and cardholder information for all products selected.*

PROGRAM	ANTICIPATED ANNUAL CHARGE VOLUME	NUMBER OF CARDHOLDERS
<input type="checkbox"/> CORPORATE CARD	\$	
<input type="checkbox"/> PURCHASING CARD	\$	
<input checked="" type="checkbox"/> ONE CARD	\$ 3,500,000	100
<input type="checkbox"/> U.S. BANK MANAGED SPEND	\$	
<input type="checkbox"/> U.S. BANK CENTRAL BILLING ACCOUNTS	\$	
<input type="checkbox"/> FLEET CARD	\$	

Each Optional Feature and/or Special Product must be associated with a Corporate Card, Purchasing Card or One Card Program. For each Special Product selected above, or for the Optional Features selected below please indicate, by checking the boxes below, which commercial card program the Optional Feature(s)/Special Product(s) will be associated with.

SPECIAL PRODUCTS

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Managed Spend | <input type="checkbox"/> Corporate Card | <input type="checkbox"/> Purchasing Card | <input type="checkbox"/> One Card |
| <input type="checkbox"/> Non-plastic Accounts (a card is not issued) | <input type="checkbox"/> Corporate Card | <input type="checkbox"/> Purchasing Card | <input type="checkbox"/> One Card |
| <input checked="" type="checkbox"/> Central Billing Accounts* | <input type="checkbox"/> Corporate Card | <input type="checkbox"/> Purchasing Card | <input checked="" type="checkbox"/> One Card |

* Please note that all Central Billing Accounts are Corporate Liability with central billing.

OPTIONAL FEATURES for Commercial Card Programs

- | | | | |
|---|---|--|-----------------------------------|
| <input type="checkbox"/> ATM Access/Cash Advance | <input type="checkbox"/> Corporate Card | <input type="checkbox"/> Purchasing Card | <input type="checkbox"/> One Card |
| <input type="checkbox"/> Convenience Checks (only upon approval by U.S. Bank) | <input type="checkbox"/> Corporate Card | <input type="checkbox"/> Purchasing Card | <input type="checkbox"/> One Card |

SECTION 3 - LIABILITY OPTION (CORPORATE CARD ONLY)

Please select the required liability option for your Cards. This selection is subject to approval by U.S. Bank.

- Corporate Liability - NOTE: Central Billing is only available with Corporate Liability. Joint and Several Liability Contingent Liability

SECTION 4 - BILLING METHOD

Please select your preferred billing option. Each option is described in the attached Agreement. U.S. Bank reserves the right to modify this selection based on Company qualification. The standard billing option is monthly.

- | | | | |
|--|---|---|--|
| Corporate Card | Purchasing Card | One Card | Fleet Card |
| <input type="checkbox"/> Biweekly Billing Cycle - Central Billing Corporate Liability only | <input type="checkbox"/> Biweekly Billing Cycle - Central Billing | <input type="checkbox"/> Biweekly Billing Cycle - Central Billing | All Fleet Card Accounts are subject to Monthly Billing |
| <input type="checkbox"/> Monthly Billing Cycle - Central Billing Corporate Liability only | <input type="checkbox"/> Monthly Billing Cycle - Central Billing | <input checked="" type="checkbox"/> Monthly Billing Cycle - Central Billing | |
| <input type="checkbox"/> Monthly Billing Cycle - Individual Billing | <input type="checkbox"/> Monthly Billing Cycle - Individual Billing | <input type="checkbox"/> Monthly Billing Cycle - Individual Billing | |

SECTION 5 - PROGRAM MEMBER LOGO and FEES

Set-up fees for adding Program Member's logo to Commercial and Fleet Cards are shown below. Please check the box(es) below to indicate that your logo should be added to Cards. The fee will be assessed.

Add Program Member's Logo to Cards

- | | | | |
|------------------|----------|---|-----------------------------|
| Commercial Cards | \$300.00 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fleet Cards | \$350.00 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

** fee waived per banking team 5-13-13*

SECTION 6 - USA PATRIOT ACT NOTIFICATION

In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Program Member, Participant(s) and Cardholder(s) to provide legal entity names, street addresses, taxpayer identification numbers and other information that will allow U.S. Bank to identify each prior to establishing Accounts under or in connection with this Application. U.S. Bank reserves the right to require that Program Member, Participant(s), and Cardholder(s) promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.

In addition, Program Member must submit a copy of one (1) of the following documents in connection with the processing of this Application:

- Articles of Incorporation/Organization Trust Instrument Government issued business license Partnership, LLC Agreement or Bylaws

FOR U.S. BANK USE ONLY

DATE OF DEAC	SEARCHED BY	BANKER'S EMPLOYEE ID
CPS SALES	TM Mike Kilcullen	IPM
AM		
Corporate Card	Purchasing Card	One Card
<input type="checkbox"/> Biweekly Billing Cycle - Central Billing Corporate Liability only	<input type="checkbox"/> Biweekly Billing Cycle - Central Billing	<input type="checkbox"/> Biweekly Billing Cycle - Central Billing
<input type="checkbox"/> Monthly Billing Cycle - Central Billing Corporate Liability only	<input type="checkbox"/> Monthly Billing Cycle - Central Billing	<input type="checkbox"/> Monthly Billing Cycle - Central Billing
<input type="checkbox"/> Monthly Billing Cycle - Individual Billing	<input type="checkbox"/> Monthly Billing Cycle - Individual Billing	<input type="checkbox"/> Monthly Billing Cycle - Individual Billing

HECC PROGRAM TERMS AND CONDITIONS

The U.S. Bank Higher Education Card Consortium Program Application Terms and Conditions (the "Agreement") is entered into by U.S. Bank National Association ND ("U.S. Bank") and the entity signing the Application as "Program Member" to participate in the U.S. Bank Higher Education Card Consortium Program (the "HECC Program"), through the use of a Corporate Card, Purchasing Card and/or One Card. This Agreement supersedes any previous and like agreements with Program Member.

Institutions and entities that are eligible to participate in the HECC Program include any public or private colleges, universities, or other institutions of higher learning within the United States; any K-12 educational institutions within the United States; and school districts or other groups or administrative entities, affiliates or non-profit organizations associated with a Program Member. Program Members may participate in this Agreement upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Application.

1. **EFFECTIVE DATE.** This Agreement shall become effective upon approval by U.S. Bank of (1) Program Member's creditworthiness and (2) this Application and Agreement. The "Effective Date" of this Agreement shall be the date the Application is signed by Program Member.
2. **SCOPE OF HECC PROGRAM.** The HECC Program may be used by Program Member, Program Member's Participants, if any, and their collective Cardholders, and it is comprised of the four business purpose charge cards ("Card" or "Cards") described below. In the Application portion of this Agreement, Program Member may request one or more of the following four products.

	Corporate Card	Purchasing Card	One Card	Fleet Card
Purpose	Used for charging business expenses related to travel and entertainment whether or not a Card is Issued.	Used for charging goods and services related to business activities whether or not a Card is Issued.	Used for charging (1) business expenses related to travel and entertainment and (2) goods and services related to business activities whether or not a Card is issued.	Used for charging motor fuels and other products and services charged by commercial fleet operations.

Upon approval of this Application, U.S. Bank will issue Cards and establish Accounts for Program Member. While this Agreement is in effect, U.S. Bank may also issue Cards and establish Accounts for any of Program Member's subsidiaries and affiliates, provided that U.S. Bank approves such participation. Such subsidiaries and affiliates are known as "Participants". Program Member may designate Participants by providing to U.S. Bank a list, in writing, of the legal entity names of the subsidiaries and affiliates that are approved by Program Member for participation in the HECC Program. Program Member may exclude any Participant or employee from the HECC Program by providing written notice to U.S. Bank. Program Member shall designate which employees should receive Cards ("Cardholders") and/or be Issued Account numbers. All Accounts and Cards Issued are only for business purposes and will be subject to the terms of this Agreement and any Cardholder Agreement provided to Cardholder. The Cardholder Agreement may be amended from time to time without notice to the Cardholder; however, Cardholder will receive notification of any material change to the Cardholder Agreement that affects the Cardholder's rights or obligations. Program Member also has the ability to create Cards on its own through the use of U.S. Bank Access[®] Online for the Corporate, Purchasing and One Card. Such Cards can be created with or without an individual's name embossed on the face of such Cards. Acceptance of Cards without a name embossed on the face of such Cards is at the discretion of Merchants. Fleet Cards cannot be created through Access Online. Program Member shall be responsible for selecting a Personal Identification Number ("PIN") or a Driver Identification number ("Driver ID") for all Fleet Card Accounts. "Account" means any account established by U.S. Bank pursuant to this Agreement in the name of Program Member, Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is Issued. "Commercial Card(s)", "Commercial Card Products" or "Commercial Card Program" means the Corporate Cards and Accounts, Purchasing Cards and Accounts and One Cards and Accounts, collectively. "Debt" means all amounts charged to an Account including without limitation all amounts related to charges that are owed to U.S. Bank by Program Member, its affiliates, Participants and/or Cardholders. "Association" means, collectively, the entities that govern commercial card issuance, including, without limitation, Visa[®] Inc., MasterCard[®] USA, and MasterCard[®] International. "Visa" shall mean Visa[®] Inc. "MasterCard" shall mean, collectively, without limitation, MasterCard[®] USA, Inc. and/or MasterCard[®] International.

3. **BILLING.** U.S. Bank will send Program Member, Participant or Cardholder a periodic billing statement ("Statement"), which will itemize all transactions for the billing period. The amount shown on the Statement as the amount due ("Amount Due") for all Commercial Card Products, or the total payment due "Total Payment Due" for all Fleet Cards and Fleet Card Accounts, shall be due and payable in U.S. Dollars within the Payment Term. Program Member must make payment to U.S. Bank using Autopay (ACH Debit) or another electronic payment method approved by U.S. Bank. Based upon the billing option selected by Program Member "Billing Cycle" means the time period from when a Statement is generated until the next Statement is generated. "Payment Term" means the time period after the end of a Billing Cycle and before the Amount Due must be received by U.S. Bank. A summary of the billing options available to Program Member for each Product is shown below.

	Corporate Card	Purchasing Card	One Card	Fleet Cards
Billing Options	Central Billing or Individual Billing	Central Billing	Central Billing or Individual Billing	Central Billing
Billing Cycles	Monthly or Biweekly for Central Billing; Monthly for Individual Billing	Monthly or Biweekly	Monthly or Biweekly Monthly for Individual Billing	Monthly

Note: Central Billing is only available with Corporate Liability.

- 3.1. **Billing Cycles.** Biweekly and Monthly Billing Cycles are available to Program Member, depending on the Card product and billing option selected by Program Member.
 - 3.1.a. **Biweekly Billing Cycle.** All transactions are billed every fourteen (14) days. Program Member or Participant will receive Statements at the conclusion of each Billing Cycle for all Cardholder or Central Billing Account transactions. Payment for all Accounts under this option have a seven (7) day Payment Term.
 - 3.1.b. **Monthly Billing Cycle.** All transactions are billed on the same day every month ("Cycle Date").
- 3.2. **Billing Options.** Central and Individual Billing are available to Program Member, depending on the card product and billing cycle selected by Program Member and subject to approval by U.S. Bank.

HECC PROGRAM TERMS AND CONDITIONS

- 3.2.a. **Central Billing.** U.S. Bank sends Statements on all Accounts directly to Program Member or Participant (not directly to the Cardholder) for payment to U.S. Bank. Program Member or Participant shall pay the Amount Due to U.S. Bank within Payment Term. Central Billing is only available with Corporate Liability.
- 3.2.b. **Individual Billing.** U.S. Bank sends Statements on all Accounts directly to Cardholders. Program Member subsequently acknowledges its responsibility for ensuring the Amount Due is paid within the Payment Term of twenty-five (25) days after the Cycle Date. Cardholder or Program Member shall pay the Amount Due to U.S. Bank within the twenty-five (25) day Payment Term.
- 3.3. **Reporting.** Each Program Member shall have access to its own data. California State University shall also have access to summary level data on total spend for all Program Members. In no event shall U.S. Bank share with California State University any confidential data of Program Member or any data that would identify Program Member to California State University.

4. **LIABILITY.** U.S. Bank provides a variety of liability options, as shown below, upon approval by U.S. Bank.

	Corporate Card	Purchasing Card	One Card	Fleet Card
Liability Options	Corporate Liability, or Joint and Several Liability, or Contingent Liability	Corporate Liability only	Corporate Liability only	Corporate Liability

- 4.1. **Corporate Liability.** Program Member is solely liable to U.S. Bank for all billed transactions.
- 4.2. **Joint and Several Liability.** Program Member and the Cardholder are jointly and severally liable to U.S. Bank for all billed transactions.
- 4.3. **Contingent Liability.** The Cardholder is liable to U.S. Bank for all billed transactions. Program Member has contingent liability, which means Program Member is liable for any billed transactions that are legitimate business charges and have not been previously reimbursed by Program Member to the Cardholder.
- 4.4. **Liability Exceptions.** Program Member may be liable for all billed transactions, regardless of liability option selected, in the following circumstances.
 - 4.4.a. **Liability for Cardholders or Accounts Outside of the United States and Canada.** Corporate Liability will apply to any Cards or Accounts issued to Cardholders or Account users outside of the United States and Canada.
 - 4.4.b. **Failure to Notify.** Failure by Program Member to provide necessary notice or information to U.S. Bank required by Section 8, below, may result in Program Member's liability for all transactions on such Cards and Accounts. Such liability is limited to the period of time from when notification should have been received to when notification is actually received, and to only those transactions that U.S. Bank cannot either charge back to the merchant or collect directly from the Cardholder.
- 5. **LIABILITY WAIVER.** Program Member and Participants in all Commercial Card Programs are protected by either the Visa Liability Waiver Protection Program or the MasterCard MasterCoverage® Liability Protection Program (collectively, the "Association Program"), depending on which Association governs Program Member's HECC Program. In the event of fraudulent use of a Card or Account, provided that Program Member or Participant promptly notifies U.S. Bank of the fraudulent activity and complies with the terms and conditions of the Visa Liability Waiver Protection Program or MasterCard Coverage Liability Protection Program, the Association Program may assume liability for the resultant loss. Program Member and Participant acknowledge and agree that liability waiver benefits are subject to Association rules, restrictions, limitations and exclusions and to the specific Association Program and related terms (including, but not limited to the amount of coverage). The Association Program is provided by the Associations and is not governed, administered or underwritten by U.S. Bank. The Association Program does not apply to Fleet Cards.
- 6. **DELINQUENCY.** If the Amount Due for any commercial card Accounts, or in the case of Fleet Cards, the Total Amount Due, has not been paid by Program Member, Participant or the Cardholder within the Payment Term, any unpaid portion of the Amount Due will be shown on subsequent Statements as the "Past Due Amount" U.S. Bank has the right to (a) bill a Delinquency Fee on all delinquent Accounts as specified in Section 9.6 below; (b) suspend or cancel any Account that is delinquent for two (2) or more Billing Cycles; and (c) recover any legal fees and/or other expenses incurred in collecting any delinquent amount on any Account.
- 7. **DISPUTED BILLINGS.** All disputes about charges or billings must be communicated as noted in this Section 7 within sixty (60) days after the date on the Statement on which the disputed or allegedly incorrect transaction first appeared. Association regulations govern the resolution of all billing disputes for Commercial Card Products. All Fleet Card communications should include the Customer's and, if applicable, the Participant's name(s) and account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

Product	Method of Communication Required	Send Written Communications To:	Report Disputes By Phone To:
Commercial Cards and Accounts	Telephone; written communication may be required pursuant to Visa/MasterCard operating regulations. Cardholders will be advised when phone reports are made.	The address on the statement	800-344-5696
Fleet Cards	By Phone	Written notice is not required but may be submitted by email to voyagerstate@usbank.com	800-987-6591

- 8. **CLOSED, LOST OR STOLEN CARDS AND COMPROMISED ACCOUNTS.** Program Member or Participant shall immediately notify U.S. Bank by telephone at the number noted in this Section 8 in the event of (a) termination of employment of any Cardholder and/or termination of Cardholder's access to the HECC Program; (b) any cancelled Card or closed Account; (c) any lost or stolen Card or compromised Account; or (d) any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to Account numbers, personal identification numbers, passwords, Vehicle IDs, Driver IDs, or Cardholder information. Program Member or Participant agrees to provide to U.S. Bank any information requested by U.S. Bank with respect to such Cards and/or Accounts and otherwise assist U.S. Bank in determining the facts, circumstances, and other pertinent information related to any loss, theft or possible unauthorized use of the Cards and/or Accounts and to comply with such procedures as may be required by U.S. Bank in connection with U.S. Bank's investigation. U.S. Bank is not responsible for controlling the use of Cards and/or Accounts, other than as specifically provided herein. Program Member, Participant and/or Cardholders will not be liable for unauthorized charges that occur after notification to U.S. Bank of the loss, theft, or possible unauthorized use of such Card and/or Accounts. In any case, Cardholder's liability with respect to Commercial Cards will not exceed fifty U.S. Dollars (\$50.00).

HECC PROGRAM TERMS AND CONDITIONS

Product	Method of Communication Required	Phone number
Commercial Cards	Telephone	800-344-5696
Fleet Cards	Telephone	800-987-6591

9. FEES. Program Member will pay the following fees (collectively "Fees") in connection with the HECC Program. Failure of U.S. Bank to apply any fee or charge outlined in this Agreement at any time does not preclude U.S. Bank from ever applying such fee or charge.

- 9.1. NSF Fee. U.S. Bank may charge a non-sufficient funds fee ("NSF") of fifteen U.S. Dollars (\$15.00) for any returned payment on an Account.
- 9.2. Foreign Transaction Fees. U.S. Bank currently charges a two and one half percent (2.5%) foreign transaction fee ("Foreign Transaction Fee") for any transaction that takes place outside the United States that is not in U.S. Dollars. U.S. Bank reserves the right to raise the fee with sixty (60) days prior written notice to Program Member.
- 9.3. Logo Embossing. U.S. Bank may charge a one-time fee of three hundred U.S. Dollars ^{\$300.00} to set Program Member's or Participant's logo on the Card. A two-week delay may occur with Card issuance and implementation. By sending a logo to U.S. Bank for embossing, Program Member represents and warrants that Program Member has the right to use such logo. Program Member will be responsible for verification of logo design, will hold U.S. Bank harmless from any usage of such logo on any Card and agrees to indemnify U.S. Bank against any claim of infringement or impermissible use. *\$5 per banking team*
- 9.4. Travel Accident Insurance. Common Carrier Travel Accident Insurance with a benefit amount of two hundred fifty thousand U.S. Dollars (\$250,000.00) is provided at no charge in connection with the HECC Program. Program Member or Participant must notify U.S. Bank of the use of Central Billing Accounts for booking of travel to ensure appropriate insurance coverage is in place.
- 9.5. Fleet Accounts. The following fees may be charged to Program Members' Fleet Accounts with monthly charge volume of less than eight thousand U.S. Dollars (\$8,000.00):
 - Account Set-Up Fee (a one time, per Account, fee): \$45.00, and/or
 - Monthly Card Fee (per Card; per month): 1-25 Cards - \$2.00; 26-100 Cards - \$1.75; 101-200 Cards - \$1.50.
- 9.6. Delinquency Fees.
 - 9.6.a. Purchasing or One Cards. If a Purchasing Card or One Card Account is not paid in full within the Payment Term U.S. Bank may charge a delinquency fee ("Delinquency Fee") of (a) one percent (1%) of the Past Due Amount not paid by the second Billing Cycle, and (b) two and one half percent (2.5%) of the Past Due Amount not paid by each subsequent Billing Cycle. The minimum Delinquency Fee on any Purchasing Card or One Card Account is two U.S. Dollars (\$2.00).
 - 9.6.b. Corporate Cards. If a Corporate Card Account is not paid in full within the Payment Term U.S. Bank may charge a Delinquency Fee of two and one half percent (2.5%) of the entire Past Due Amount for each Billing Cycle in which the Corporate Card Account is not paid in full. The minimum Delinquency Fee for any Corporate Card Account is two dollars (\$2.00).
 - 9.6.c. Fleet Cards. If a Fleet Card Account is not paid in full within the Payment Term U.S. Bank may charge a Delinquency Fee on all unpaid balances using an Average Daily Balance ("ADB") method. In the ADB method, U.S. Bank will take the beginning balance on Program Member's Account each day for those accounts in which the New Balance was not received, and add debits and any new purchases from the date of posting and then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance". U.S. Bank will then add all the Daily Balances for the Billing Cycle and divide by the total number of days in the Billing Cycle. The result will be the "Average Daily Balance". The ADB is then multiplied by a Periodic (monthly) Rate for Customer's state using Program Member's mailing address on the Application attached hereto in order to arrive at the Delinquency Fee. A list of state Periodic (monthly) Rates is available at U.S.Bank.com/Voyager.

10. CONFIDENTIALITY. The HECC Program is a unique service involving proprietary information of U.S. Bank. Program Member and Participants each agree that the U.S. Bank Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Program Member and Participants, and only to the extent necessary for Program Member and Participants to participate in the HECC Program. U.S. Bank agrees that it will maintain all non-public data relative to Program Member and Participants and all Account(s) as confidential information. U.S. Bank agrees to use the data regarding Program Member and Participants only to provide services to Program Member and Participants and will not release the information to any other party, provided, however, that U.S. Bank must disclose Account, Cardholder, Program Member, Participant and/or transaction information to the applicable Association governing this HECC Program, third-party service providers, merchants, merchant processors, and legal, law enforcement or regulatory authorities. U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity of Program Member and Participants provided that such data does not contain any direct or indirect identification of Program Member or Participants. The parties agree to take all reasonable steps to safeguard proprietary information and not to release such information to any person or party not essential to participation in the HECC Program. Notwithstanding the above, as Administrator of the HECC Program, representatives of California State University will receive a periodic summary of each Program Member's and Participant's summary level data on total spend. In no event shall U.S. Bank share with California State University any confidential data of Program Member or any data that would identify Program Member to California State University.

11. TERM, TERMINATION AND SUSPENSION. This Agreement will remain in effect for ^{4 years} ~~five (5)~~ years from the Effective Date and will continue thereafter until terminated in accordance with this Section 11. After the conclusion of the ~~initial five (5)~~ year period, either party may terminate this Agreement without cause at any time upon ninety (90) days prior written notice to the other party. Any such written notice of termination must state the effective date of termination. All Cards and Accounts shall be canceled as of the effective date of termination. *Same term as banking RFP period through June 2017.*

- 11.1. Termination for Cause by Either Party. Either party may terminate this Agreement immediately at any time by written notice to the other party upon any of the following events: (a) dissolution or liquidation of the other party or the other party's parent company; (b) insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for benefit of creditors of the other party or parent thereof, or the entering by the other party into any other similar proceeding or arrangement for the general benefit of its creditors; (c) any failure to perform a material obligation of this Agreement; (d) if any material statement, representation or warranty of a party, its affiliates or parent at any time furnished to the other party is untrue in any material respect when made; or (e) a material breach of any other agreement entered into by the parties.
- 11.2. Termination for Cause by Program Member. Program Member may terminate this Agreement at any time by providing ten (10) days prior written notice to U.S. Bank upon any of the following events: (a) U.S. Bank's reduction of Program Member's PCL or ACLs, as defined in Section 15, has materially and adversely affected Program Member's utilization of any card product or the HECC Program; (b) Program Member's governing body does not appropriate funds sufficient for the continuation of the HECC Program, or (c) U.S. Bank's failure to reasonably perform in accordance with a material term of any written proposal or presentation provided to Program Member by U.S. Bank in contemplation of this Agreement, provided that Program Member has worked with U.S. Bank to develop a sixty (60) day action plan to ensure U.S. Bank's performance materially complies with any aforementioned proposal or presentation, and U.S. Bank has failed to successfully complete all deliverables agreed to in such action plan.
- 11.3. Termination for Cause by U.S. Bank. U.S. Bank may terminate this Agreement at any time by providing ten (10) days prior written notice to Program Member upon any of the following events: (a) Program Member merges, sells or otherwise transfers all or substantially all of its assets, causing a material change to Program Member's business or financial condition; (b) a material adverse change in the business prospects or financial condition of Program

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Member; or (c) the overall relationship is unprofitable for U.S. Bank, provided that U.S. Bank has worked with Program Member to develop a sixty (60) day action plan to return the relationship to profitability, and Program Member has failed to successfully complete all deliverables agreed to in the action plan.

- 11.4. **Effect of Termination.** Upon termination of this Agreement for any reason, Program Member and Participants shall destroy all Cards and return any and all of U.S. Bank's confidential or proprietary information to U.S. Bank. Program Member will remain liable for all Debt Incurred or arising from the use of a Card or Account prior to the termination date. Upon cancellation of an Account or termination of this Agreement, Program Member, Participants or Cardholder will cancel the billing of all reoccurring transactions to an Account ("Trailing Transactions"). Notwithstanding the selected liability option, Program Member is solely liable to U.S. Bank for all Trailing Transactions. U.S. Bank may suspend any Card and/or Account at any time for any reason. Rights, obligations and liability that arise prior to the suspension or termination of this Agreement, shall survive the suspension or termination of this Agreement.
12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL PROGRAM MEMBER OR ANY PARTICIPANT, U.S. BANK OR ANY AFFILIATE OF U.S. BANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.
13. **WARRANTIES.** Each party represents and warrants to the other that (a) this Agreement is valid, binding and enforceable; (b) the execution of this Agreement and the performance of each party's obligations are within such party's powers and have been authorized by all necessary action; and (c) the execution of this Agreement does not constitute a breach of any other agreement or duty arising in law or equity. Program Member represents and warrants to U.S. Bank that (a) all information provided to U.S. Bank is true, complete and accurate, and Program Member has authority to provide such information and complete the Application; (b) Program Member has and continues to comply with all applicable laws, rules, regulations and requirements of governmental authorities related to the use of the Card and participation in the HECC Program; and (c) Program Member possesses the financial capacity to perform all of its obligations under this Agreement at the Effective Date and upon each transaction or use of a Card or Account during the term of this Agreement. Any breach of this Section 13 shall constitute a material breach of this Agreement and, upon written notice, the non-breaching party may immediately terminate this Agreement. 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 PROGRAM MEMBER OR TO ANY OTHER PERSON IN CONNECTION WITH THIS AGREEMENT.
14. **FINANCIAL INFORMATION.** Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Program Member shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (the parent company of U.S. Bank) or any of its subsidiaries, Program Member shall either provide: (i) if Program Manager anticipates monthly charge volume of equal to or less than \$50,000.00, last years annual financial statements, or (ii) if Program Member anticipates monthly charge volume of greater than \$50,000.00 but less than \$250,000.00, the last two (2) years of annual financial statements, or (iii) if Program Member anticipates monthly charge volume of greater than \$250,000.00, the last three (3) years of annual financial statements. If the initial set of financial statements is older than five (5) months when provided, Program Member must also provide interim financial statements. Annually thereafter, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Program Member, Program Member must provide the previous years financial statements. U.S. Bank prefers audited financial statements that have been prepared by Program Member's independent certified public accountant. In the event U.S. Bank requires additional information to conduct its review of Program Member, Program Member agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Program Member as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.
15. **AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an Account Credit Limit (an "ACL") for each Account and an Aggregate Product Credit Limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.
- 15.1. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Program Member of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Program Member shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
- 15.2. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.
- 15.2.a. **Program Member Accounts.** U.S. Bank shall provide notice to Program Member of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Program Member shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
- 15.2.b. **Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account.
- 15.2.c. **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.
16. **CHANGE IN TERMS OF THE AGREEMENT.** Because this Agreement constitutes Program Member's participation in a consortium program, in the event of a significant change in the structure of the consortium U.S. Bank may change the terms of this Agreement at any time by giving Program Member written notice. If permitted by applicable law, the changes will apply to existing Account balances as well as future transactions. If Program Member refuses to accept the changes, Program Member must notify U.S. Bank in writing within ninety (90) days from the date of the notice that Program Member refuses to accept the changes and elects to terminate this Agreement. Should Program Member elect to terminate this Agreement pursuant to this Section, all Debt outstanding shall become due and payable by Program Member to U.S. Bank, according to the terms of the existing Agreement. Program Member will also be responsible for ensuring the destruction of all Cards.
17. **MERCHANT CATEGORY CODES.** U.S. Bank will implement standard charge authorization procedures designed to prevent or restrict usage of Cards or Accounts for purchases based on merchant category code ("MCC"). Program Member or Participant may modify its respective standard MCC restrictions at any time upon written notice to U.S. Bank. MCC restrictions do not apply to Cash Advance transactions. U.S. Bank has no liability for transactions declined or approved contrary to the intent of Program Member. MCC restriction capabilities are limited to the extent accurate MCC data regarding the transaction authorization request is received and the accurate designation of such MCC by the Association and merchant. MCC designation is determined by the Association and the merchant.
18. **SPECIAL PRODUCTS and OPTIONAL FEATURES.** Upon request by Program Member or Participant and approval by U.S. Bank, Program Member and Participants may utilize Special Products and Optional Features provided in connection with this HECC Program. U.S. Bank or a third-party service provider may make such services available to Program Member and Participants. Program Member and Participants agree to the terms of such services, including, but not limited to, granting authority to disclose HECC Program data of Program Member, Participant and Cardholder to such third-party service provider, as provided by any ancillary service agreement, addendum or schedule. Special Products and Optional Features available to Program Member are described in Addendum A of this Agreement.

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- 19. **EXCLUSIVITY.** The Parties acknowledge and agree that U.S. Bank shall be the sole provider to Program Member of the Card Products and Optional Features/Special Products selected under this Agreement.
- 20. **SEVERABILITY.** Should any provision of the Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.
- 21. **REGISTERED MARKS AND TRADEMARKS.** Neither party has any right, title or interest, proprietary or otherwise, in or to any name, logo, copyright, service mark or trademark owned or licensed by the other party.
- 22. **NOTICES.** Except for written notices between U.S. Bank and Program Member or Participant relating to the status of Individual Cards, all notices, requests and other communication will be directed to Program Member at the address on the Application attached hereto, or to U.S. Bank at Corporate Payment Systems, 200 South Sixth Street, Minneapolis, MN 55402. Unless otherwise specified herein, all notices, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any electronic means approved by U.S. Bank. Either party may change its notification address by written notice to the other.
- 23. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the state in which Program Member is primarily located, without giving effect to the conflict of law principles thereof, and applicable federal laws.
- 24. **NOTICE TO OHIO RESIDENTS.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
- 25. **EMPLOYMENT OF AGENTS.** U.S. Bank may, in its sole discretion, employ affiliates or subsidiaries of U.S. Bank as its agents to perform part or all of its obligations under this Agreement at any time without the consent of Program Member, provided, however, that such action shall not affect its obligations to Program Member hereunder.
- 26. **PROGRAM ADMINISTRATOR.** Program Member and/or Participants shall designate a representative to serve as the primary point of contact with U.S. Bank. Such representative shall be trained and have thorough knowledge of the HECC Program and shall be authorized to provide U.S. Bank with the information necessary to the HECC Program.
- 27. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that this Agreement may not be assigned by Program Member without the prior written approval of U.S. Bank.
- 28. **CUSTOMER SERVICE.** Program Member, Participant or Cardholder may contact U.S. Bank customer service center twenty-four (24) hours a day, seven (7) days per week at the numbers below.

Commercial Card Products	800-344-5696 Customer Service
Fleet Card Accounts	800-987-6591 Customer Service 800-987-6589 Merchant Authorization Support