

PROCUREMENT CARD AND TRAVEL CARD SERVICES
CONTRACT BETWEEN THE STATE OF WYOMING,
WYOMING STATE AUDITOR AND UMB BANK, n.a.

1. Parties. The parties to this contract are the State of Wyoming, the State Auditor's Office, (SAO) whose address is 200 24th St. Suite 114, Cheyenne Wyoming 82002, and UMB Bank, n.a. (Contractor), whose address is 1010 Grand Boulevard, Kansas City, Missouri 64106.
2. Purpose of Contract. UMB will provide the State's procurement card program and travel card program.
3. Term of Contract and Required Approvals. This contract is effective when all parties have executed it and all required approvals have been granted. The term of the contract is from 1 October 2009 through 31 July 2012. All services shall be completed during this term. This contract may, by agreement of the parties, be extended under the same terms and conditions for a period of one (1) additional year.
4. Fees, Payment, and Compensation.
 - a. No annual fees, transaction fees or other related costs other than as set forth in subsection d of this Section 4, including, but not limited to, labor, expenses, subsistence or transportation, shall be assessed against or charged to the State by Contractor for services rendered by Contractor under and during the term of this contract.
 - b. SAO agrees to transmit payment to Contractor for all authorized procurement card transactions processed through SAO financial system.
 - c. Contractor will pay a cash rebate on qualified combined sales volume (sales, less refunds, chargebacks and disputes) for the procurement card and travel card program, on an annual basis. The cash rebate will be calculated commencing January 1, 2009 and be submitted annually to SAO as agreed upon by the parties to this contract.
 - (i) The rebate will be provided without reserves or minimum volume guarantees, and will be for prompt payment based on the following:

Level	Annual Volume	Rebate Level 30 day pay	Rebate Level 20 day pay	Rebate Level 10 day pay
A	\$00.00 to \$4,999,999	.80%	.86%	.93%
B	\$5,000,000 to \$9,999,999	.90%	.96%	1.03%
C	\$10,000,000 to \$14,999,999	1.05%	1.11%	1.18%
D	\$15,000,000 to \$19,999,999	1.24%	1.30%	1.37%
E	\$20,000,000 to \$29,999,999	1.29%	1.35%	1.42%
F	\$30,000,000 to \$39,999,999	1.35%	1.41%	1.48%

- (ii) Additional rebate levels may be available as volume levels increase.
- (iii) Thirty (30) day pay rebate rates shall be increased for accelerated payment cycles or six (6) basis points (.06%) if all accounts are paid in full within twenty (20) days of the end of the billing period (as shown); or thirteen (13) basis points (.13%) if all accounts are paid in full within ten (10) days of the end of the billing period (as shown).
- (iv) Rebates are guaranteed for the term of the agreement, unless substantial changes are imposed in applicable bankcard interchange reimbursement rates set by Visa U.S.A. et al, to the extent they are outside the control of Contractor.
- (v) The volume of high dollar transactions less than four thousand five hundred dollars (>\$4,500) qualifying for Visa reduced vendor interchange is unknown. Rebates on transactions qualifying as large dollar interchange transactions for the State of Wyoming program may be reduced when the total volume of qualifying large dollar transactions exceeds ten (10) percent of the total volume used for

calculating period rebates. Any reduction in rebates will be by agreement between SAO and Contractor.

- (vi) Political subdivisions may purchase cooperatively on the terms in this contract by a separate agreement with Contractor. Each political subdivision purchasing through a separate agreement will be eligible to receive a rebate at the rates established for the State annual sales volume at the appropriate rebate level for calculation based on the sales volume performance of the particular political subdivision program, calculated separately from SAO and other State agencies.

d. Late Fees and Other Charges.

- (i) Contractor will not add interest to procurement card accounts unless repeated and unresolved violations of the thirty (30) day pay in full requirement occur. State travel card accounts bill for balance in full with two (2) billing periods (approximately sixty (60) days) grace period before interest, as disclosed in the cardholder agreement, is added.
- (ii) There are no late or over limit fees for procurement card accounts. Rebates may be forfeited at State agency level for repetitive late payments.

5. SAO Responsibilities, Procurement Card Program. The SAO's responsibilities are contained herein and in Appendix A:

- a. This contract shall be administered by SAO. Carolyn A. Teter, Chief Administrative Officer, shall serve as contract administrator for SAO, and shall be responsible for all matters relating to this contract unless otherwise specified. The contract administrator shall notify Contractor of any additions or deletions of State agencies or institutions which participate under this procurement card program and shall specify the name of any procurement card coordinator for each State agency, and any limitations or restrictions placed on the authority of the procurement card coordinator that vary from any limitations or restrictions set out in this contract.
- b. If Contractor encounters issues which cannot be resolved with a State agency, the contract administrator shall be Contractor's primary liaison

regarding this contract. If the contract administrator is unable to perform the duties under this contract, a new contract administrator shall be named by SAO.

6. Contractor's Responsibilities, Procurement Card Program. The Contractor's responsibilities are contained herein and in Appendix A:

a. Contractor to Provide Program. Contractor will provide procurement card program to SAO under the payment conditions as set out above.

b. Embossing and Printing of Procurement Card

(i) By June 30, 2010, should SAO timely request it, Contractor will provide a new standard embossed procurement card to be used by all State agencies who participate in the procurement card program unless a State agency requests a different design and Contractor agrees to provide it. For the purpose of this contract, State agency does not include the University of Wyoming or any State entity which does not interface through the SAO accounting and financial system.

(ii) The design of the procurement card must be approved by SAO.

(iii) The State reserves the right to change the approved procurement card design during the contract period at no charge to the State. If the State changes an approved design, it will provide the digital file needed to make the changes. Contractor will provide the following on the procurement card design:

- Name, STATE OF WYOMING, top, left side of card
- Program: Procurement Card Program, top, right side of card
- Phrase: FOR OFFICIAL USE ONLY, top, right side of card
- Name of AGENCY or DEPARTMENT
- Name of CARDHOLDER
- Embossing line, with logic in the number as approved by SAO

- c. Implementation/Optimization. During the period October 1 through December 15, 2009, Contractor will develop and deliver the following to SAO:
- (i) A written analysis of the State's existing procurement card program.
 - (ii) Identification of the opportunities to make more use of the State procurement card.
 - (iii) A list of vendors who can be paid with a State of Wyoming procurement card, but have not used the State of Wyoming procurement card program.
 - (iv) An estimate of potential administrative cost savings to the State, based on industry standards, for the introduction of procurement cards to additional vendors, and of the steps taken to create the estimate.
 - (v) A written summary of controls at SAO and State agency levels, including merchant restrictions, monthly limits, transaction limits, declining balance opportunities, and time/day restrictions for each State agency to SAO in a database format.
- d. Billing and Reporting Process. Contractor shall use its best efforts to provide the optimal billing and reporting process to accommodate SAO's administrative and technical requirements as communicated from time to time by SAO.
- (i) Billing statements and reports to SAO and individual State agencies shall have the same timing as the statements.
 - (ii) The information contained on a procurement cardholder statement shall include, but not necessarily be limited to:
 - A. Transaction Date
 - B. Posting Date
 - C. Transaction Reference Number
 - D. Merchant Name
 - E. Merchant City

- F. Merchant State
- G. Amount
- H. Merchant Category Code (MCC)
- I. Merchant Zip
- J. Sales Tax
- K. Total Amount Spent

(iii) The following procedures apply for billing for procurement card charges incurred on the State of Wyoming procurement card:

- A. State agency cardholders will be able to make charges throughout the month.
- B. On the SAO/Contractor agreed specified statement cycle date, Contractor will send out statements to the State agency, reflecting all charges made during the month's cycle. Contractor sends SAO an upload file of all agency charges. SAO produces a payment to UMB based on the monthly transaction file.
- C. State agencies work with SAO and Contractor to settle any discrepancies.

e. Additional Reporting. Additional reporting other than the billing process will be determined based on the same billing cycle as the procurement cardholder statements. Contractor will provide access to each State agency and authorized cardholders to predefined reports, and to an information source ad-hoc file extract tool, currently Visa Information Source.

f. Card Issuance and Activation.

- (i) Card issuance will only occur at the request of authorized contacts from SAO, or State agency contacts as approved by SAO. The method of request shall be at SAO's discretion, subject to Contractor's reasonable consent and conditions to ensure accountability, verification, and security. Contractor will deliver all cards issued to SAO unless otherwise directed.

- (ii) Card activation will be done by procurement cardholders upon receipt of each card. Activation will be by calling an automated one-eight hundred (1-800) number. SAO and each State agency has the discretion to provide the last four (4) digits of the employee ID number as a substitute for the last four (4) digits of each cardholder's social security number as confirmation the card was received. Cardholders will also be allowed to enroll themselves for online access to a website providing twenty four/seven (24/7) account information. The website shall only require a procurement cardholder to have his/her card account information to confirm and validate the registration.

g. Mapping for Interface with SAO Computer System.

- (i) Contractor shall develop a custom data mapping and formatting tool to process data from the procurement card database that can be uploaded into the WOLFS accounting system. This program shall process under SAO's direction, but shall be managed by Contractor.
- (ii) Contractor's program shall be flexible enough to be easily changed to fit the growing or changing needs of the State.
- (iii) Contractor will grant access to the procurement card database at the State agency level. Individual user access shall be customized to the needs and levels of clearance for the individual users.
- (iv) Information system access will be set out so that only certain codes are available to certain users, as a control to prevent State agencies from using other State agency codes.
- (v) Contractor shall assist SAO and State agency users with any further file mapping and secure file transmission that may be needed to interface the data into SAO's accounting and financial software system.

h. Account Follow-up Process. The State of Wyoming uses an essentially decentralized procurement card program.

- (i) Contractor shall provide a written process to SAO by December 15, 2009. The process shall describe how Contractor identifies authorized State agency procurement card coordinators to verify their authority.
- (ii) When circumstances require any decisions to be made outside the normal SAO's processes or SAO's or State agency's internal controls, Contractor will consult SAO before acting.
- (iii) Contractor will also provide monthly updates to SAO of strategies used by individual State agencies, and of the limits set by each State agency.

i. Organizational Support and Staffing for Procurement Card Services.

- (i) Contractor will provide personnel who are highly skilled, and in adequate number, to deliver procurement card services to SAO and State agencies. The key account manager under this contract will be Ron Sager, Senior Vice President, Card Services, UMB Bank.
- (ii) In addition to a key account manager, Contractor will provide at least the following personnel: implementation and ongoing program service manager with at least five (5) years' experience in large governmental agency implementations and ongoing program services; a cardholder systems coordinator with at least three (3) years' experience in operations functions for governmental programs and the ability to manage and ensure that all project tasks are completed on schedule; and a card account manager who has at least two (2) years' experience of day-to-day management of provision of procurement card services for commercial card programs, preferably government procurement card programs.
- (iii) Contractor will not substitute personnel without prior notice to SAO. Substituted personnel will possess equal or greater experience.
- (iv) SAO reserves the right to request additional personnel at any time. Contractor will give due consideration to such requests, and will not unreasonably withhold such additional personnel.

- (v) SAO shall have the authority to reject any account manager personnel as described above and require a replacement when such request is reasonable under the circumstances.

j. Instruction and Instructional Materials.

- (i) Contractor will continue to provide printed materials currently in use for training, processes management and documentation in the State of Wyoming programs.
- (ii) Contractor will, throughout the term of this contract, provide training materials for cardholder certification and testing processes. The training will initially be a computer based training video. Contractor will provide customized cardholder testing on the web for recertification and for new cardholders. Contractor will also provide training on best practices for cardholders, with benchmarking tools.
- (iii) Contractor will provide a list of authorized cardholders to SAO no later than December 1, 2009 and will update it monthly, by State agency.
- (iv) Contractor will provide an annual forum on-site in Cheyenne, Wyoming, at a date to be mutually determined by SAO and Contractor. The forum will provide any updates in best practices for cardholders, inform attendees of any developments of available strategies, provide a summary of outstanding cardholder-Contractor generic issues across State government and provide opportunity beforehand for State agency input of questions, suggestions or comments.

k. Procurement Card Cardholder Support. Contractor recognizes that cardholder support is key to successful operation of the State of Wyoming procurement card program. Contractor will provide the following services, at a minimum:

- (i) Specially trained commercial (governmental) account service analysts located in Kansas City or other central location in the continental United States, who will be available Monday – Friday 6:30 a.m. –

4:00 p.m. Mountain Time (or Mountain Daylight Time if applicable). These service analysts will be available to handle all inquiries and assist State procurement cardholders and SAO staff. Contractor will observe the traditional federal bank holiday schedule. Contractor's representatives or other representatives shall be personally available twenty-four/seven (24/7) to SAO if the nature of the need is urgent and requires immediate action. Should e-mail be appropriate or convenient for State agency procurement cardholders, service issues may be sent electronically to the direct e-mail of a Contractor's representative, and Contractor will provide prompt action thereon.

- (ii) Contractor and SAO, together with interested cardholders and State procurement card program coordinators, will develop a joint quality assurance survey. The goal of the survey will be to insure that Contractor service level guidelines are demonstrated to SAO and State agencies. Contractor will provide the survey to SAO, State procurement card program coordinators and cardholders by no later June 30, 2010. Contractor will provide compiled results to SAO within twenty (20) days of closing date of survey, including percentage of respondents to the survey. Contractor will thereafter provide an updated survey to SAO no less than semi-annually.
- (iii) Should any situations arise due to Contractor systemwide errors, failures, or other complications, at SAO direction Contractor will generate formal notification letters via U.S. Postal Service to each affected procurement card program coordinator and cardholder, as well as to SAO contact. Contractor shall have ability to generate immediate notification procedures for urgent circumstances to ensure contact either personally, via e-mail, fax or other notification.
- (iv) Cardholder services shall also include toll-free telephone numbers or collect calls for international travel, direct e-mail and dedicated facsimile access to Contractor customer support staff, procedures covering the reporting of lost or stolen credit cards, transaction authorization and verification, account inquiries, account maintenance and cardholder assistance.

1. Procurement Card Controls.

- (i) Contractor shall protect the State of Wyoming against losses from transactions as a result of lost/stolen cards, counterfeit cards, skimmed cards, unauthorized internet/online transactions, and vendor disputes, subject to the limitations set forth in Exhibit A to this contract. Contractor shall make every reasonable effort to protect the State and the employees and to protect data at Contractor's place/place of business and wherever sensitive information is held.
- (ii) Contractor shall use a fraud detection system to screen and monitor transactions, and to alert Contractor of unreasonable or out of pattern or excessive charges for all credit card programs. A call will be made to either the cardholder or the State agency program coordinator by the fraud protection department or by the commercial client representative to ensure that the cardholder did make the purchase. If there are fraudulent charges, the State of Wyoming is not held liable for any of the fraudulent charges, a credit will be issued for the fraudulent amount, and a new procurement card will be issued in fewer than forty-eight (48) hours.
- (iii) Once an item has been identified as fraudulent, Contractor will mail out a fraud affidavit to cardholder and will also order tickets if available. Contractor will order all tickets if available above two hundred fifty dollars (\$250.00) if the card was present and swiped for the transaction and for any ticket if available under fifty dollars (\$50.00) if the account number was keyed in. If the transaction was mail ordered or telephone ordered, Contractor will not obtain a ticket copy. For all investigations over fifty dollars (\$50.00), Contractor requires a fraud affidavit to be completed by the cardholder, to the extent permitted by applicable law. Contractor shall request that the fraud affidavit be notarized, to the extent reasonably possible. Notification of unauthorized activity must be provided by the State agency to Contractor within (sixty) 60 calendar days of the mailing date of the first statement showing the unauthorized transaction.
- (iv) For instances of misuse by a State employee or terminated State employee of the procurement card program, the State of Wyoming shall be protected by the Visa Liability Waiver Program benefits as set out in Appendix A attached hereto, providing the State meets

requirements as set out therein.

m. Technology. Contractor shall provide the following technology, at a minimum:

(i) Online Reporting: Contractor shall provide a choice of sophisticated management information systems currently denominated CommercialView and Visa Information Management. The information management system must at a minimum allow Visa reports to be emailed or sent to an inbox within the information management systems.

7. SAO Responsibilities, Travel Card Program.

- a. This contract shall be administered by SAO. Carolyn A. Teter, Chief Administrative Officer, shall serve as contract administrator for SAO, and shall be responsible for all matters relating to this contract unless otherwise specified. The contract administrator shall notify Contractor of any additions or deletions of State agencies or institutions which participate under this travel card program and shall specify the name of any travel card coordinator for each State agency, and any limitations or restrictions placed on the authority of the travel card coordinator that vary from any limitations or restrictions set out in this contract.
- b. If Contractor encounters issues which cannot be resolved with a State agency, the contract administrator shall be Contractor's primary liaison regarding this contract. If the contract administrator is unable to perform the duties under this contract, a new contract administrator shall be named by SAO.

8. Contractor Responsibilities, Travel Card Program.

a. Implementation.

- (i) Contractor shall provide, by not later than December 15, 2009, a written analysis of the State's existing travel card program to SAO.
- (ii) Contractor shall provide, by not later than December 15, 2009, a review of controls at SAO and State agency levels, including

merchant restrictions, monthly limits, transaction limits, declining balance opportunities, and time/day restrictions for each State agency, in a database format to SAO.

- (iii) Contractor, by December 31, 2009, shall update travel cardholder guides and provide to SAO.
- (iv) Contractor shall circulate drafts of travel cardholder guides and all other relative program materials to SAO for review and approval prior to producing or making generally available.
- (v) Contractor shall develop mutually acceptable program goals as determined in coordination with SAO. Contractor understands that expansion of the travel card program is not an SAO goal.

b. User Agreement and Related Documents for Travel Card.

- (i) Contractor understands that any potential travel cardholder must follow SAO's minimum requirements and policies for use of the travel card. Contractor will not issue any individual account unless the potential cardholder application shows written approval from the respective State agency head or designee in the State agency for which the individual is employed.
- (ii) Contractor will provide an application form for each new travel cardholder on a form as agreed upon by Contractor and SAO. The application will contain a clearly delineated statement that the individual travel cardholder is liable to Contractor for the amounts charged on the travel card. The application will also include a statement that the individual travel card will not exceed three thousand dollars (\$3,000), and that credit limits will not be raised without approval of the State agency head or designee. The application will also include a statement that the travel cardholder's account may be terminated at any time by Contractor, SAO or State agency, at the discretion of any of them. The application also will contain a statement that the account must be paid in full by the

individual cardholder within sixty (60) days of the date of each statement.

- (iii) Contractor is not obligated to issue a travel card to any applicant.
- (iv) Contractor's cardholder agreement will govern the terms and conditions between Contractor and travel cardholder. Contractor will distribute this agreement to each State employee who requests a travel card upon Contractor approval of issuance to that employee.
- (v) The travel card may be used for business travel expenses including lodging, car rental, meals, etc. only, and then only as determined affirmatively by each State agency head or designee, and in accordance with any SAO policies and procedures and all applicable statutes and regulations. It is understood that Contractor must rely on information provided by vendors and the credit card system in approving card use within the terms of the guidelines. This paragraph does not limit Contractor's right to charge the account and collect from the cardholder for any charge authorized by the cardholder, even if it does not comply with a State agency's purchase guidelines.
- (vi) Charges made on the travel card shall be billed directly to each State employee to whom Contractor issues a travel card.
- (vii) State employee travel card charges will be due within sixty (60) days after receipt of a periodic billing statement from Contractor to each State travel cardholder.
- (viii) Contractor shall provide monthly printed reports of travel cardholder expenditures by each State agency to SAO, and to each State agency of that agency's travel cardholders. Contractor shall provide other reports as requested by SAO, or each State agency on charges made under the travel card program.

c. Embossing and Printing of Travel Card.

- (i) By June 30, 2010, should SAO timely request it, Contractor will provide a new design to SAO for standard embossed travel card to be

used by all State agencies who participate in the travel card program. For the purpose of this contract, State agency does not include the University of Wyoming or any State entity which does not interface through SAO's financial system.

- (ii) Any new design of the travel card must be approved by SAO. SAO shall provide a timely response concerning the proposed design. SAO reserves the right to change the approved travel card design during the contract period at no charge. If SAO changes a design after institution of the approved design, it will provide the digital file needed to make the changes. The travel card design must contain the following:

- Name, STATE OF WYOMING, top, left side of card
- Program: Travel Card Program, top, right side of card
- Phrase: FOR OFFICIAL USE ONLY, top, right side of card
- Name of AGENCY or DEPARTMENT
- Name of CARDHOLDER
- Embossing line, with logic in the number as approved by SAO.

d. Account Follow-up Process. The State of Wyoming uses an essentially decentralized travel card program.

- (i) Contractor shall provide a written process to SAO by December 15, 2009. The process shall describe how Contractor identifies authorized State agency coordinators for the travel card use to verify their authority.
- (ii) When circumstances require any decisions to be made outside the normal SAO's processes or SAO's or State agency's internal controls, Contractor will consult SAO before acting.
- (iii) Contractor will also provide monthly updates to SAO of strategies used by individual State agencies, and of the limits set by each State agency for travel cardholders.

e. Organizational Support and Staffing for Travel Card Services.

- (i) Contractor will provide personnel who are highly skilled, and in adequate number, to deliver travel card services to SAO and State agencies. The key account manager under this contract will be Ron Sager, Senior Vice President, Card Services, UMB Bank. In addition to a key account manager, Contractor will provide at least the following personnel: implementation and ongoing program service manager with at least five (5) years' experience in large governmental agency implementations and ongoing program services; a cardholder systems coordinator with at least three (3) years' experience in operations functions for governmental programs, and the ability to manage and ensure that all project tasks are completed on schedule; and a card account manager who has at least two (2) years' experience of day-to-day management of provision of travel card services for commercial card programs, preferably government travel card programs.
- (ii) Contractor will not substitute personnel without prior notice to SAO.
- (iii) Substituted personnel will possess equal or greater experience.
- (iv) SAO reserves the right to request additional personnel at any time. Contractor will give due consideration to such requests, and will not unreasonably withhold such additional personnel.
- (v) SAO shall have the authority to reject any account manager personnel as described above and require a replacement when such request is reasonable under the circumstances.

f. Instruction and Instructional Materials.

- (i) Contractor will continue to provide printed materials currently in use for training, processes management and documentation in the State of Wyoming travel card program.

g. Travel Card Cardholder Support.

- (i) Travel cardholder services shall include toll-free international telephone numbers, direct e-mail and dedicated facsimile access to

Contractor customer support staff, procedures covering the reporting of lost or stolen credit cards, transaction authorization and verification, account inquiries, account maintenance and travel cardholder assistance.

(ii) Travel Card Controls.

- A. Contractor shall protect the State of Wyoming against losses from transactions as a result of lost/stolen cards, counterfeit cards, skimmed cards, unauthorized internet/online transactions, and vendor disputes. Contractor shall make every reasonable effort to protect the State and the employees and to protect data at Contractor's place/place of business and wherever sensitive information is held.
- B. Contractor shall use a fraud detection system to screen and monitor transactions, and to alert travel cardholder of unreasonable or out of pattern or excessive charges for all credit card programs. A call will be made to either the travel cardholder or the State agency program coordinator by the fraud protection department or by the commercial client representative to ensure that the cardholder did make the purchase. If there are fraudulent charges, the State of Wyoming and the travel cardholder will not held liable for any of the fraudulent charges, a credit will be issued for the fraudulent amount, and a new travel card will be issued in fewer than forty-eight (48) hours.
- C. Once an item has been identified as fraudulent, Contractor will mail out a fraud affidavit to the travel cardholder, and will order tickets. Contractor will order all tickets if available above two hundred fifty dollars (\$250.00) where the card was present and swiped for the transaction for any ticket if available under fifty dollars (\$50.00) where the account number was keyed in. If the transaction was mail ordered or telephone ordered, Contractor will not obtain a ticket copy. For all investigations over fifty dollars (\$50.00), a fraud affidavit is to be completed by the travel cardholder. Contractor requests that the fraud affidavit be

notarized, to the extent reasonably possible. Notification of unauthorized activity must be provided by the travel cardholder or State agency within (sixty) 60 calendar days of the mailing date of the first statement showing the unauthorized transaction.

- D. For instances of misuse by a State employee or terminated State employee of the travel card program, the State of Wyoming shall be protected by the Visa Liability Waiver Program benefits as set out in Appendix A attached hereto, providing the State meets requirements as set out therein.

9. General Provisions.

- a. Amendments. Any changes, modifications, revisions or amendments to this contract which are mutually agreed upon by the parties to this contract shall be incorporated by written instrument, executed and signed by all parties to this contract.
- b. Laws to be Observed.
- (i) Contractor shall keep fully informed on all federal and state laws and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, regulations, orders and decrees in force at the time of award.
- (ii) Contractor will comply with Americans with Disabilities Act and the Wyoming Fair Employment Practices Act (W.S. § 27-9-105 et seq). Contractor will also comply with any other applicable law, rule or regulation pertaining to non-discrimination practices.
- c. Jurisdiction, Applicable Law. Jurisdiction and venue over any disputes will reside in the First Judicial District Court of Laramie County, Wyoming.
- d. Assignment/Subcontract.

- (i) This contract shall not be assigned by Contractor.
 - (ii) To the extent Contractor already subcontracts for the performance of any of the work contemplated under this contract, proposer shall be responsible to the State for subcontractor performance. No subsequent subcontracts for performance under this contract shall be entered into without prior written authorization of SAO.
 - (iii) Claims for money due or to become due to a contractor from SAO under this contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by SAO. Notice of any assignment or transfer shall be furnished to SAO.
 - (iv) Contractor shall not use this contract, or any portion thereof, for collateral for any financial obligations.
- e. Assumption of Risk. Contractor shall assume the risk of any loss of State or federal funding, either administrative or program dollars, due to Contractor's failure to comply with State or federal requirements. Agency shall notify Contractor of any State or federal determination of noncompliance.
- f. Audit. The State or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are relevant to the contract for purposes of audit, examination, and review and copying.
- g. Award of Related Contracts. SAO may undertake or award supplemental or successor contracts for work related to this contract. Contractor shall cooperate fully with other contractors and SAO in all such cases.
- h. Confidentiality of Information. To the extent allowed by law, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Contractor in the performance of this contract shall be kept confidential by Contractor unless written permission is granted by the State for its release.
- i. Entirety of Contract. This Contract, including Appendix A, consisting of thirty two (32) pages represents the entire and integrated contract between

the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- j. Extensions. Nothing in this contract shall be interpreted or deemed to create an expectation that this contract will be extended beyond the term described herein. Any extension of this contract shall be initiated by SAO, and shall be effective only after it is reduced to writing and executed by all parties to the contract. Any agreement to extend this contract shall include, but not necessarily be limited to: an unambiguous identification of the contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original contract shall, unless explicitly delineated in the exception, remain as they were in the original contract; and, if the duties of either party will be different during the extension than they were under the original contract, a detailed description of those duties.
- k. Force Majeure. Neither party shall be liable for failure to perform under this contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.
- l. Indemnification. Contractor shall indemnify and save harmless the State, its officers, and employees from all suits, actions, or claims of any character brought because of injuries or damages received or sustained by any person or to property, on account of the operations of Contractor in violation of the terms of this contract or on account of or in consequence of any neglect in performing the work; or because of any act or omission, neglect, or misconduct of Contractor in the performance of its obligations under this contract, or for Contractor's actions that are a violation of any other applicable law, order or decree. Contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or

based on the violation of any such law, regulation, order or decree whether by Contractor or its employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against Contractor for any of the above reasons.

- m. Independent Contractor. Contractor shall function as an independent contractor for the purposes of this contract, and shall not be considered an employee of the State of Wyoming for any purpose. Contractor shall ~~assume sole responsibility for any debts or liabilities that may be incurred by~~ Contractor in fulfilling the terms of this contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this contract. Nothing in this contract shall be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming, including SAO, or to incur any obligation of any kind on the behalf of the State of Wyoming including SAO. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this contract.
- n. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this contract. If Contractor breaches or violates this warranty, SAO may, at its discretion, terminate this contract without liability to SAO, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- o. Conflict of Interest. Contractor warrants that no one being paid pursuant to this contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of this contract.
- p. Notices. All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery, email or sent by United States mail, postage prepaid, or by overnight delivery, prepaid, addressed as follows (unless otherwise specified):

(i) If to SAO: Carolyn A. Teter, Chief Administrative Officer
Wyoming State Auditor's Office
200 24th Street, Room 114
Cheyenne, WY 82002-0060
~~cteter1@state.wy.us~~

(ii) If to any State agency: the procurement card coordinator of that State agency, together with a copy to SAO contract administrator.

(iii) If to Contractor: Ron Sager, Senior Vice President
UMB Bank, n.a. - Card Center
1010 Grand Boulevard
Kansas City, MO 64016

- q. Notice and Approval of Proposed Sale or Transfer of Contractor. Contractor shall make a reasonable and appropriate effort to provide SAO with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice shall be provided in accordance with the notice provision of this contract. If SAO determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of Contractor's obligations under this contract, then SAO may, at its option, terminate or renegotiate the contract.
- r. Ownership of Documents/Work Product. All finished or unfinished documents, data, or reports prepared by Contractor under this contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of this contract, or for the convenience of the State, will be turned over to the State. Contractor shall be permitted to retain copies of any such documents in accordance with Contractor's records retentions requirements and provisions of applicable law.
- s. Patent or Copyright Protection. Contractor recognizes that certain proprietary matters or techniques involved in Contractor's performance of its obligations under this contract may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Contractor or its subcontractors will violate any such restriction. Contractor shall defend and indemnify SAO for any violation or alleged violation of such patent, trademark, copyright, license or other

restrictions.

- t. Prior Approval. This contract shall not be binding upon either party, no services shall be performed under the terms of this contract, and SAO shall not draw warrants for payment on this contract, until this contract has been reduced to writing, approved as to form by the Office of the Attorney General, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b) (iv) (D).
- u. Severability. Should any portion of this contract be judicially determined to be illegal or unenforceable, the remainder of the contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- v. Sovereign Immunity. The State of Wyoming and SAO do not waive sovereign immunity by entering into this contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to W.S. § 1-39-104(a) and all other law. This clause shall prevail over any other clause in the contract.
- w. Termination of Contract.
 - (i) This contract shall remain in full force and effect until terminated as provided herein. This contract may be terminated for cause by either party upon sixty (60) days written notice via United States Post Office express delivery, or overnight delivery for the next business day from any other bonafide carrier to the other party's representative as set out herein.
 - (ii) Should Contractor fail to comply with the provisions of the contract, payment for portions of the contract will be withheld until such time as the contract terms have been implemented. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General may be implemented if it appears Contractor has breached or defaulted on the contract.
 - (iii) SAO may terminate this contract immediately upon written notice to Contractor representative if it appears to SAO in its reasonable discretion that Contractor will not be able to have both the programs implemented by December 20, 2009.

- x. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this contract shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract, and shall inure solely to their benefit. The provisions of this contract are intended only to assist the parties in determining and performing their obligations under this contract.
- y. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this contract.
- z. Waiver. The waiver of any breach of any term or condition in this contract shall not be deemed a waiver of any prior or subsequent breach.
- aa. Use of Bucking Horse and Rider. Contractor agrees that in the exercise of its rights under this approval, it will not state or imply either directly or indirectly that Contractor or Contractor's activities, other than those required by this contract, are supported, endorsed, or sponsored by State. Contractor also agrees not to use the name of State in its business or affairs other than in the performance of its rights and obligations under this approval, without prior written consent. Contractor agrees that it will not alter, modify, dilute or otherwise misuse the Bucking Horse & Rider trademark, or bring the trademark into disrepute. Contractor acknowledges State's right, title and interest in and to the Bucking Horse & Rider trademark, and will not in any manner represent that Contractor has any ownership therein, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Contractor therefore agrees, except for the rights granted herein, not to register or attempt to register, in any jurisdiction, the Bucking Horse & Rider trademark. Since the Bucking Horse & Rider trademark is federally registered by State, Contractor agrees, whenever possible, to place the Federal registration designation, i.e., ® beside the Bucking Horse & Rider trademark in a visible manner. Contractor understands that this approval does not authorize Contractor to manufacture, or otherwise utilize, the Bucking Horse & Rider trademark on products that are intended to be sold, offered for sale or sold. Such use will require a separate licensing agreement.

bb. Insurance.

(i) Contractor shall maintain in full force and effect Comprehensive General Liability insurance in the minimum limit set forth below, naming the State as additional insured. Before commencing work, Contractor shall furnish the SAO with Certificates of Insurance showing that the following insurance is in force:

A. Comprehensive General Liability with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate.

B. Professional Liability of not less than one million dollars (\$1,000,000.00) per occurrence.

(ii) All policies required under this contract shall be in effect for the duration of this contract and project. All policies shall be primary and not contributory.

cc. Warranty.

(i) Contractor expressly warrants that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.

(ii) Contractor expressly warrants that its frontline personnel and support system personnel are and will remain fully versed in the services to be provided to the State under this contract and will provide SAO and each affected State agency with complete, accurate and timely information and issue/problem resolution.

(iii) Contractor expressly warrants that it has the financial capability to perform its obligations under this contract.

dd. Dispute Resolution. Any dispute between SAO and Contractor will not be automatically subject to Contractor's dispute resolution process, including but not limited to, arbitration. Arbitration will occur only when SAO

expressly concurs to arbitrate a dispute, agrees to the questions of fact and law to be arbitrated, and does not incur any of the costs unless it specifically agrees to do so.

ee. Contractor Representative. The person listed below is appointed by Contractor and shall be responsible for servicing this account. The appointed representative shall be responsible on behalf of Contractor to provide the services required to insure that the contract will be administered in an organized systematic manner.

Ron Sager, Senior Vice President,
Card Services
UMB Bank
1010 Grand Blvd.
Kansas City, MO. 64016.

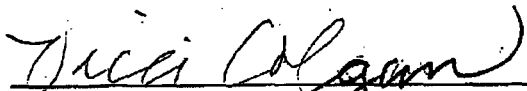
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Intentionally Left Blank.**

10. Signatures. In witness thereof, the parties to this contract, either personally or through their duly authorized representatives, have executed this contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this contract. Each signatory warrants by the signature below that he or she has full power and authority to enter into this contract on behalf of the party for which he or she has signed, and that the signatory has been properly authorized and empowered to enter into this contract. ~~Contractor shall notify SAO in writing immediately if such designation is~~ withdrawn or changed by Contractor at any time during the term of this contract. Signature by facsimile is acceptable.

This contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).


The effective date of this contract is the date of the signature last affixed to this page.

AGENCY


VICCI COLGAN, Deputy State Auditor

9-30-09
Date

CONTRACTOR


RON SAGER, Senior Vice President, UMB Bank

9-30-2009
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

 #32488
DONALD GERSTEIN, Senior Assistant Attorney General

9/30/09
Date

APPENDIX A

A. The Visa Liability Waiver Program.

The State may request that Contractor waive any State liability to Contractor for certain charges in accordance with the Visa Purchasing Card Liability Waiver Program ("Program"). Visa has arranged insurance coverage to provide payment to Contractor for covered losses and will administer the Program. Contractor may waive the State's liability for waivable charges up to fifteen thousand dollars (\$15,000) per Visa Purchasing Card Cardholder and be reimbursed provided both Contractor and the State have satisfied all Program obligations.

B. Definitions:

1. "Bank" shall mean the Visa Member which issues Visa Purchasing Card Accounts to the State for use by designated employees.
2. "State" shall mean a corporation, partnership, sole proprietorship, or any other entity, which has signed a Visa Purchasing Card Account agreement with Bank, and subsequently issues Visa Purchasing Card Accounts for use by persons designated by the State.
3. "Cardholder" means a person designated by the State who is authorized by the State to use the Visa Procurement Card Account for State business purposes only.
4. "Charges" shall mean all amounts, including cash disbursements, charged to the State's Visa Purchasing Card Account with Contractor.
5. "Affidavit of Waiver" shall mean a written request or claim form sent from the State requesting Contractor to waive the State's charges in accordance with the terms and conditions of the program.
6. "Billed" or "Unbilled" with respect to any charge shall be based

upon the date of Contractor's statement.

7. "Notification of Termination" of the Cardholder's employment shall mean the date the Cardholder gives or receives oral or written notice of immediate, or pending termination, or the date the Cardholder leaves the State's service, whichever is earlier.
8. "Waivable Charges" shall mean charges incurred by a Cardholder or other authorized person which do not benefit the State directly or indirectly; and are billed within seventy-five (75) days preceding notification of termination or are incurred but unbilled as of notification of termination, or are incurred up to fourteen (14) days after notification of termination, provided, however, that Contractor has received a request to cancel the cardholder account within two (2) business days of notification of termination. There will be no coverage after notification of termination, as defined, unless notice to cancel the cardholder account is received by Contractor within two (2) business days; and the charges are the responsibility of the State and/or cardholder for payment to Contractor.
9. Non- Waivable Charges:
 - a. The following are not waivable charges and are not covered by the policy:
 - b. Charges made by persons who are not employees of the State.
 - c. Charges incurred to purchase goods or services for the State or for the persons other than the cardholder pursuant to the instructions of the State, in accordance with State policy, if those goods or services are of the type which is regularly purchased by or for the State.
 - d. Charges incurred by the cardholder after notification of termination unless the bank receives a request from the

State to cancel the account within two (2) business days of notification of termination. If cancellation of the account is received by the bank within two (2) business days, then coverage will be afforded fourteen (14) days from notification of termination, but not beyond.

- e. Charges incurred by the cardholder more than fourteen (14) days after notification of termination or billed earlier than seventy-five (75) days prior to notification of termination.
- f. Charges resulting from bankruptcy/insolvency of the State.
- g. Charges in excess of fifteen thousand dollars (\$15,000) for each cardholder.
- h. Cash advances, after notification of termination, shall be limited to three hundred dollars (\$300) per day or a maximum of one thousand dollars (\$1,000) whichever is less.
- i. Charges incurred by a cardholder after discovery by the State of any fraudulent or dishonest act on the part of the Cardholder.

C. State of Wyoming Obligations:

- 1. The State may request that Contractor waive the State's liability for waivable charges only if the State meets all of the following requirements:
 - a. The cardholder's employment is terminated, voluntarily or involuntarily.
 - b. The State has one (1) or more accounts in good standing.
 - c. The State must attempt to retrieve the Visa procurement card from the employee.
 - d. The State must request that Contractor cancel the account

within two (2) business days of notification of termination, as defined. Failure to notify within two (2) business days will exclude coverage for any charges incurred after notification of termination.

- e. The State must deliver to the cardholder or send by first-class mail or fax, a written notice stating that the account has been cancelled, that the cardholder should immediately discontinue all use of the account, and that the cardholder must immediately return the Visa procurement card to the State.
- f. The State must send a completed and signed Visa affidavit of waiver claim form with all required documentation to Contractor within ninety (90) days of notification of termination. All claim documents must be filed with the program underwriter within one hundred eighty (180) days from notification of termination.
- g. The State will remit all such amounts to Contractor if the State recovers any amounts for waived charges from any source after the State has filed a Visa affidavit of waiver claim form with Contractor. The State agrees to assign any rights it may have to collect such amounts from the cardholder to the program underwriter. However the State will not be required to pay Contractor any amount that exceeds the loss sustained by Contractor.
- h. Once a claim has been paid for a given person, no future claims will be considered.

D. Contractor Obligations:

1. Upon receipt of the affidavit of waiver claim form and verification that the charges are waivable, Contractor will waive the State's liability for those charges.
2. Contractor will then file a claim with the program underwriter.
3. Any monies Contractor may receive at any time from the

cardholder or any other source in respect of waivable charges will be used by Contractor to reduce the waivable charges and/or the amount of any claim Contractor files with the program underwriter.

E. Other Insurance.

This program does not cover any loss which is insured by or would but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess (not exceeding the limits of this policy) beyond the amount which would have been payable under such other policy or policies including any deductible applicable thereunder had this program not been in effect.