EXHIBIT D-1 AFFILIATE PARTICIPATION ADDENDUM

State of Colorado Cooperative Card Services Master Contract

Purchase, Travel and Integrated Commercial Card Services

CMS Routing #: _____

1. PARTIES

This Participation Addendum, ("**Affiliate Addendum**") to the State of Colorado Cooperative Card Services Master Contract, dated May 5, 2011, routing number 26552, ("**Master Contract**") is entered into by and between the State of Colorado, acting by and through the Department of Personnel and Administration, 1525 Sherman Street, Denver, Colorado 80203, (hereinafter called "**State**" or "**DPA**") and_____ _____ (Affiliate legal name and address) (hereinafter called "**Affiliate**") who may collectively be called the "Parties" and individually a "Party". Unless defined in this Affiliate Addendum, all defined terms used in this Affiliate Addendum shall have the respective meanings ascribed to them in the Master Contract.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Affiliate Addendum shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "**Addendum Effective Date**"), but shall be effective and enforceable thereafter in accordance with its provisions.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Affiliate Addendum exists in Colorado Revised Statutes §§24-30-202, 24-50.3 and 24-102-101 and 24-102-207, funds have been budgeted and otherwise appropriated. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge and agree that the Addenda submitted under the previous Procurement Card Master Agreement, dated March 12, 2003, contract routing number ACA 03-00107 or the Statewide Travel Management Program Contract dated April 18, 2003, contract routing number AEA 03-00330 is terminated and shall not be valid or binding under this Affiliate Addendum or Master Contract. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Affiliate Addendum.

C. Purpose

State entered into the Master Contract for the purpose of providing commercial purchase cards and travel cards as well as other types of integrated credit card services to State of Colorado governmental entities. Any political subdivision (county, local school board/district, municipality, other public Participating Entity or authority), or other governmental entity or institution of higher education that has opted out of the State Procurement Code and therefore elected to be excluded from the meaning of "**Governmental Body**" may be eligible to participate in this Master Contract at the Affiliate level.

D. Term

The term of this Affiliate Addendum shall commence on the Addendum Effective Date. This Affiliate Addendum shall terminate upon termination of the Master Contract unless sooner terminated. Either Party may terminate this Affiliate Addendum by giving the other Party 90 days prior written notice setting forth the date of termination. Upon termination, other than Affiliate's payment obligations, the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination. Upon termination of this Affiliate Addendum, Contractor may close each Account and cancel each Card, demand immediate payment of the full outstanding balance from the Affiliate liable for such

amount (including amounts not yet reflected on an account statement) whereupon all such amounts shall become immediately due and payable.

4. AFFILIATE OBLIGATIONS

In consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises and covenants set forth in the Master Contract, which is incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Affiliate shall:

A. Acknowledge receipt of a copy of the Master Contract and after thorough review constitute the desire to become a Participating Entity at the Affiliate level, as defined in the Master Contract.

B. Declare that it has the power, authority and legal right to execute, deliver, accept and perform all duties, responsibilities and obligations required of a Participating Entity as set forth in the Master Contract and this Affiliate Addendum.

C. Declare that it possesses the financial capacity to perform all of its obligations under the Master Contract and this Affiliate Addendum.

D. Authorize its departments and administrative units to act on its behalf with respect to commercial purchase Cards and Travel & Event Cards as well as other types of integrated credit card services.

E. Issue payments to the Contractor and shall only be liable for, have access to and receive reports containing information regarding its respective Cardholders and their transactions. Affiliate shall make payment by wire transfer, or Electronic Funds Transfer, check or Automated Clearinghouse transfer to an account designated by Contractor.

F. Agree that payment and liability for all authorized charges and applicable fees for its authorized Cardholders and all other amounts becoming due in connection with the participation of such Affiliate in the Program are the full responsibility of the Affiliate. At the discretion of the Contractor, a Rebate Adjustment may be made for the obligations of the Affiliate, when applicable. The State shall not bear liability or responsibility for Affiliate under this Participation Addendum. In no event shall an Affiliate be liable for late payment charges when the cause for said late payment is the fault of Contractor or any of its Subcontractors.

G. Declare that any commercial purchase, travel and/or any other types of integrated credit Card services selected and authorized pursuant to this Affiliate Addendum and Master Contract shall only be used to buy goods and/or services in support of official government business or travel, and shall not be used for individual or consumer purchases not to incur consumer debt.

H. Agree to comply with the terms of the Master Contract and the minimum program guidelines and policies established by State, in effect and as amended from time to time, all applicable existing State and Affiliate business rules, policies and procedures that govern commercial card use, travel and procurement as applicable.

I. Complete all Contractor required documentation and provide financial statements as may be reasonably requested in addition to requirements set forth in the Master Contract.

J. Declare this Affiliate Addendum and Master Contract as a valid, legal, binding and enforceable obligation of the Affiliate. All extensions of credit made pursuant this Affiliate Addendum and Master Contract will be valid and enforceable obligations of the Affiliate.

5. AFFILIATE CARD PROGRAM INFORMATION

The Master Contract allows each Participating Entity to select the type of commercial Card services, as and where available, based on individual business need. The Affiliate commercial Card selections set forth below shall apply to the initial Affiliate program implementation and may be revised upon written notification or by such other method as may be mutually agreed upon by DPA and the

Contractor. All selected commercial Card services are subject to a positive completion of Contractor risk assessment and approval.

Affiliate shall select all basic commercial Card services requested for its program implementation, as and where available**:**

	CARD PROGRAM TYPE	BASIC TYPES OF CARD OPTIONS
☐	PURCHASING CARD PROGRAM Corporate (Agency) Liability, Centrally Billed Accounts.	Card program may include different card types such as Declining Balance, Emergency, Meeting, Departmental and/or Ghost. Ghost cards are “non-plastic” cards without a magnetic strip typically issued for specific vendor use (i.e. office supplies) and are not carried by individuals for standard point of sale use.
☐	TRAVEL & EVENT CARD PROGRAM also known as the Central Travel Card Corporate (Agency) Liability, Centrally Billed Accounts. Ensures applicable travel insurance coverage for the appropriate travel related expenses.	Card program may include different card types such as the Central Travel Account, Ghost, Declining Balance, Emergency, Meeting and/or Departmental. Ghost cards are “non-plastic” cards without a magnetic strip typically issued for specific vendor use (i.e. airfare, travel agencies) and are not carried by individuals for standard point of sale use.
☐	ONE CARD PROGRAM Corporate (Agency) Liability, Centrally Billed Accounts. Allows for the combination of the above Purchasing and Travel & Event Card programs. Ensures applicable travel insurance coverage for the appropriate travel related expenses. All Card plastic is issued alike without differentiating colors or styles. Account access and use is managed through the MCC controls. An Agency may implement the One Card program in conjunction with the Individually Billed-Joint & Several Liability Travel & Event Card program listed below.	Card program may include different card types such as the Central Travel Account, Ghost, Declining Balance, Emergency, Meeting and/or Departmental. Ghost cards are “non-plastic” cards without a magnetic strip typically issued for specific vendor use (i.e. office supplies, airfare, travel agencies) and are not carried by individuals for standard point of sale use.
☐	INDIVIDUAL TRAVEL & EVENT CARD PROGRAM also known as the Individual Travel Card Individually Billed, Joint & Several Liability Accounts *It is recommended to only allow cash advance access on Individual Bill card programs.	Plastic Cards issued in individual name for individual business travel use only. Individual is responsible for payment. Agency is responsible for Cardholder reimbursement and shall be liable for all charges and fees on Cards that are ninety-one (91) days past due.
☐	INDIVIDUAL TRAVEL & EVENT CARD PROGRAM also known as the Individual Travel Card Individually Billed, Individual Liability Accounts *It is recommended to only allow cash advance access on Individual Bill card programs.	Plastic Cards issued in individual name for individual business travel use only. Individual is responsible for payment. Credit of employee required to be approved by Contractor prior to issuance of card.

6. CONFLICT

The Parties expressly agree that if an Affiliate determines that any of the provisions of the Master Contract or its Exhibits violate an Affiliate's laws, rules, regulations or ordinances, then the Affiliate will notify the Contractor of such violation and the Parties will work together expeditiously and in good faith in an effort to amend such violative provision so that it is no longer in violation of such laws, rules, regulations or ordinances but still achieves substantially the same effect as originally drafted. If either of the Parties in good faith determines that the violative provision cannot be amended as provided in the preceding sentence, then in that event either of the Parties may at that time terminate this Affiliate Addendum.

7. ACCEPTANCE

A. The execution of this Affiliate Addendum and the performance of the obligations hereunder and under the Master Contract are within the power of the Affiliate, have been authorized by all necessary actions and do not constitute a breach of any agreement to which the Affiliate is a party or is bound.

B. State has no objection to the designation of the Affiliate executing this Affiliate Addendum as a Participating Entity at the Affiliate level.

C. Affiliate shall be notified and have the option to participate on a Master Contract Steering Committee established by State prior to any final negations of any Master Contract amendments or modifications with potential impact to an Affiliate program.

D. Upon Affiliate positive completion of Contractor risk assessment and Contractor approval, Contractor shall commence performance of its obligations under the Master Contract to the designated Affiliate.

E. By its signature below, the Affiliate agrees to be bound by the terms and conditions of this Affiliate Addendum and the Master Contract.

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THE PARTIES HERETO HAVE EXECUTED THIS AFFILIATE ADDENDUM

*** Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.**

AFFILIATE LEGAL NAME	STATE OF COLORADO
	John W. Hickenlooper, GOVERNOR
	Department of Personnel & Administration
_____	Kathy Nesbitt, Executive Director
_____	
By: _____	By: _____
Title: _____	Title: _____
_____	_____
Signature *	Signature *
**Second Affiliate Signature if required*	
By: _____	
Title: _____	
_____	
Signature *	

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____

Date: _____