



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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**NOTICE OF AWARD**

Payee ID#: 13108413686  
U.S. Bank National Association  
800 Nicollet Mall  
Minneapolis, MN 55402

Contact Name: Jennifer M. Patner  
Phone: 202-261-0799  
E-Mail: jennifer.patner@usbank.com

Re: Contract No.: 946M3-1859  
RFP No.: 304T-17-946M3  
Description: Retail Fuel Card Services  
Term of Contract: date of Deputy Comptroller's signature on this Notice of Award through April 30, 2019

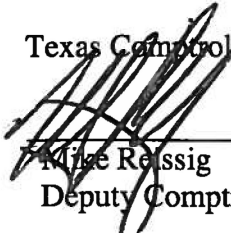
Your company, U.S. Bank National Association, a subsidiary of U.S. Bancorp, submitted a Proposal to the Texas Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposal (RFP). Subsequently, the parties negotiated mutually agreeable exceptions to the terms and conditions of the RFP. This letter is to inform you that the Comptroller accepts your Proposal and the accompanying Rebate Schedule dated on March 10, 2017, with modifications agreed to by U.S. Bank National Association via the attached Acceptance of Terms.

As stated in the RFP, no minimum compensation under the Contract is guaranteed.

Any payment due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the state of Texas.

The terms and conditions of this Contract may be modified only through a written amendment executed by an authorized representative of the CPA. Customers may not modify the terms and conditions nor amend the Contract.

Texas Comptroller of Public Accounts

  
Mike Reissig  
Deputy Comptroller

Date: 4.26.17

**ACCEPTANCE OF TERMS**

Contract No.: 946M3-1859

RFP No.: 304T-17-946M3 Retail Fuel Card Services

Name of Contractor: U.S. Bank National Association

Contractor's Payee ID: 13108413686

Contractor submitted a Proposal to the Texas Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposals (RFP). As part of its Proposal, Contractor requested certain exceptions and modifications to the provisions of the RFP. As the result of negotiation and mutual agreement, upon a Notice of Award issued by CPA, the Contract between CPA and Contractor will consist of, and will be construed according to the order of priority of, the following documents:

1. The Notice of Award;
2. Exceptions to the Terms and Conditions (Exhibit 1) and Schedule of Liquidated Damages (Attachment E-1) attached hereto and incorporated herein for all purposes;
3. CPA's Request for Proposals and any addenda hereto; and
4. Contractor's Proposal.

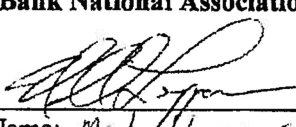
**TO SHOW THEIR AGREEMENT**, the duly authorized representatives of each party sign below:

**Texas Comptroller of Public Accounts**

By:   
Mike Reissig, Deputy Comptroller

Date: 4-26-17

**U.S. Bank National Association**

By:   
Name: Michael Lippone  
Title: Vice President

Date: 4/26/17

## Exhibit 1

### Exceptions to the Terms and Conditions

**1. The Terms and Conditions are amended as set forth below. Except as expressly stated herein, all other terms of the Contract remain unchanged and are in full force and effect.**

- 1.1 Part A, Section A.4.1.2 (Rebate Calculations) is deleted in its entirety and replaced with the following:

“Rebates are calculated based on the calendar month, according to the state’s fiscal year. The first day for calculating the rebate begins on May 1, 2017.”

- 1.2 Part A, Section A.4.1.3 (Rebate Calculations) is deleted in its entirety and replaced with the following:

“The Rebate period shall be calculated on a 3 month basis, based on the state’s fiscal year:

-1st Quarter: September, October, November;

-2nd Quarter: December, January, February;

-3rd Quarter: March, April, May;

-4th Quarter: June, July, August.”

- 1.3 Part A, Section A.4.1.4 (Rebate Calculations) is deleted in its entirety and replaced with the following:

“Contractor will remit the ancillary credit to each Customer’s bill at the end of each fiscal year quarter, reflecting any adjustments that may have been made over the previous ninety (90) days.”

- 1.4 Part A, Section A.5 (Contractor’s Commercial Insurance Requirements) is amended by deleting the first sentence of the first paragraph in its entirety and replacing it with the following:

“In its Proposal, Respondent must provide a statement of its intent to maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified.”

- 1.5 Part A, Section A.6.2.4 (Technical Requirements) is amended by adding the following language at the end of Section A.6.2.4:

“The foregoing does not apply to nightly batch process which allows for account creation and maintenance. Voyager Batch Processing runs from 7:00 PM Central Time (CT) through approximately 10:00 PM CT seven days a week. There are no outages during this time as all system functions are available. Scheduled maintenance affecting Voyager Fleet Commander® Online (FCO) availability would be from 2:00 AM CT to 7:00 AM CT Sunday mornings. This will not affect Voyager Authorization as Base24, Contractor’s fault tolerant system, will stand in for any maintenance outage on the Mainframe. The FCO website would be affected with scheduled maintenance on a quarterly basis.

- 1.6 Part A, Section A.6.2.4.2.3 (Technical Requirements) is deleted in its entirety and replaced with the following:

“In the event that Contractor fails or is unable to restore full Program System functionality within 2 hours during Monday to Friday (excluding federal and state holidays), Contractor shall:

-notify CPA promptly, but no later than two (2) hours;

-use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by Customers, which, when employed in the regular operation of, or access to, the Program System, will avoid or substantially diminish the practical adverse effects of the loss of major functionality to the Program System.

Failure to do both above mentioned actions may result in the assessment of liquidated damages as set forth in the Schedule of Liquidated Damages (Attachment E), or termination of Contract.”

- 1.7 Part A, Section A.6.2.11.7.1 (Identification and Access Controls for Program System) is amended by deleting the last bullet point in its entirety.

- 1.8 Part A, Section A.6.2.11.8 (System Security Reviews and Audits) is deleted in its entirety and replaced with the following:

“The Program System will be subject to security reviews, as required by CPA, before and throughout the period of performance. The Contractor shall provide necessary information and access to CPA, as required, to facilitate these reviews. Confidential information cannot be disclosed except in a setting and manner agreed upon by the parties. Reviews include, but are not limited to the following:”

- 1.9 Part A, Section A.6.2.11.8.1 (SSAE 16 SOC 2 Type II Audit) is deleted in its entirety and replaced with the following:

“SSAE 16 SOC 1 Type II Audit: CPA requires Contractor to obtain SSAE 16 SOC 2 Type II annual audits of their internal controls and provide the report to Statewide Contract Management.”

- 1.10 Part A, Section A.6.2.11.8.2 (Penetration Tests) is deleted in its entirety and replaced with the following:

“Penetration Tests: CPA requires Contractor to obtain annual penetration tests and provide to Statewide Contract Management a summary of the results, including a plan of actions and milestones (POAMs) for remediation, which may only be shared in a setting and manner agreed upon by the parties.”

- 1.11 Part A, Section A.6.2.11.8.3 (System Audits) is deleted in its entirety and replaced with the following:

“System Audits: In order to test, verify, and continuously monitor security compliance, CPA reserves the right to perform audits of management, operational and technical controls of Contractor’s systems annually, at a neutral, third party location as required; Contractor shall comply with changes to security control review, audit and authorization requirements as they are updated and agreed upon by the parties.”



1.12 Part A, Section A.6.2.11.10 (Personal Security) is deleted in its entirety and replaced with the following:

**“Personnel Security:** To ensure the security of Customer information, Contractor shall, at a minimum:

- establish and maintain a training program for its personnel in security awareness and privacy, and provide training to all personnel prior to their having access to Customer data in the performance of this contract. A copy of Contractor’s training program shall be provided to Statewide Contract Management within 30 calendar days of contract award.
- require Contractor personnel who have access to Customer data have, at a minimum, a background investigation that includes a criminal background check;
- remove access privileges for Contractor personnel for unauthorized, negligent, or inappropriate and willful actions.

Contractor shall provide verification of compliance with the above personnel requirements at the request of CPA.”

1.13 Part A, Section A.6.4.1.1 (Dedicated Account Manager) is deleted in its entirety and replaced with the following:

**“Dedicated/Designated Account Manager:**

- Contractor shall provide a minimum of **1** Dedicated Account Manager to handle questions and resolve problems that arise. CPA will allow a minimum of 1 Designated Account Manager in lieu of a minimum of 1 Dedicated Account Manager. However, CPA, in its sole discretion, during any period of time during the contract term, reserves the right to require Contractor to provide a Dedicated Account Manager at no additional cost, if CPA determines the Designated Account Manager staffing to be insufficient. In this section, “Account Manager” means either Dedicated Account Manager or Designated Account Manager.
- The Account Manager must be accessible by direct toll-free telephone numbers (no extensions), fax and email, located in Texas offices and extremely knowledgeable of all aspects of the State’s card programs. The Account Manager must be available Monday to Friday (excluding Federal and State holidays) from the core hours of 8am to 5pm Central Time. Each hour that the Account Manager (or alternate) is unavailable in excess of 4 hours in a calendar day, Monday to Friday (excluding Federal and State holidays) during the core hours of 8am to 5pm Central Time, may result in the assessment of liquidated damages as set forth in the Schedule of Liquidated Damages (Attachment E).
- The Account Manager shall also be expected to continually promote and increase participation in the Contract with the CO-OP Program Members during the contract period.
- Contractor shall notify CPA, in writing, at least fifteen (15) calendar days prior to any change of the Account Manager. Failure to provide notice at least fifteen (15) calendar days may result in the assessment of liquidated damages as set forth in the Schedule of Liquidated Damages (Attachment E). The foregoing only applies if the Contractor has the fifteen (15) days’ notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice.”

1.14 Part A, Section A.6.4.1.2 (Customer Service Representatives (CSR) is amended by deleting the last two bullet points in its entirety and adding the following language at the end of Section A.6.4.1.2:

- “Contractor must address all customer service issues to CPA’s satisfaction within two (2) days.
- Contractor shall notify CPA, in writing, at least ten (10) calendar days prior to any change of a dedicated CSR. Failure to provide notice at least ten (10) calendar days may result in the assessment of liquidated damages as set forth in the Schedule of Liquidated Damages (Attachment E). The foregoing only applies if the Contractor has the 10 days’ notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice.”

1.15 Part A, Section A.6.4.1.3 (Technical Help Desk Members) is amended by deleting the last bullet point in its entirety and adding the following language at the end of Section A.6.4.1.3:

- “Contractor shall notify CPA, in writing, at least ten (10) calendar days prior to any change of the Dedicated Help Desk member. Failure to provide notice at least ten (10) calendar days may result in the assessment of liquidated damages as set forth in the Schedule of Liquidated Damages (Attachment E). The foregoing only apply if the Contractor has the ten (10) days’ notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice.”

1.16 Part A, Section A.6.4.1.3 (Technical Help Desk Members) is amended by deleting the last bullet point in its entirety and adding the following language at the end of Section A.6.4.1.3:

- “Contractor shall notify CPA, in writing, at least ten (10) calendar days prior to any change of the Dedicated Help Desk member. Failure to provide notice at least ten (10) calendar days may result in the assessment of liquidated damages as set forth in the Schedule of Liquidated Damages (Attachment E). The foregoing only apply if the Contractor has the ten (10) days’ notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice.”

1.17 Part B, Section B.1.2.1 (Actual and Perceived Conflicts) is deleted in its entirety and replaced with the following:

“In addition to the disclosures required above, Bidder must, to the best of Bidder’s knowledge and without independent investigation, also disclose any of its personnel who are current or former officers or employees of the CPA or who are related, within the third degree by consanguinity (as defined by Texas Government Code § 573.023) or within the second degree by affinity (as defined by Texas Government Code § 573.025), to any current or former officers or employees of the CPA.

1.18 Part B, Section B.1.2.2 (Current and Former CPA Employees) is deleted in its entirety and replaced with the following:

“By submitting a Bid, Bidder represents and warrants that to the best of Bidder’s knowledge and without independent investigation, neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with CPA. Bidder also represents and

warrants that entering a Contract with CPA will not create the appearance of impropriety. In its Bid, Bidder must disclose any existing or potential conflict of interest that it might have in contracting with CPA that Bidder is aware of doing without doing any independent investigation. The requirement to disclose any known actual or potential conflict of interest will continue during the term of the Contract, and will survive until the end of the recordkeeping requirement in B.7.4. The CPA will decide, in its sole discretion, whether an actual or perceived conflict should result in Bid disqualification or Contract termination.”

Bidders must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code Chapters 572 and 573). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employee’s official responsibility.”

1.20 Part B, Section B.5.1 (Appropriations) is deleted in its entirety and replaced with the following:

“All obligations of CPA and Customers are subject to the availability of legislative appropriations and, for Customers expending federal funds, to the availability of the federal funds applicable to the Contract. Bidder acknowledges that the ability of CPA and Customers to make payments under the Contract is contingent upon the continued availability of funds. Bidder further acknowledges that funds may not be specifically appropriated for the Contract and CPA’s or Customers’ continual ability to make payments under the Contract is contingent upon the funding levels appropriated for each particular appropriation period. CPA and Customers will use all reasonable efforts to ensure that such RFP funds are available. Bidder agrees that if future levels of funding for CPA or a Customer are not sufficient to continue operations without any operational reductions, the CPA, in its discretion, may terminate the Contract, either in whole or in part, or the Customer, in its discretion, may terminate a pending order under the Contract, either in whole or in part. In the event of such termination, CPA or Customer will not be considered to be in default or breach under the Contract, nor will either be liable for any further payments ordinarily due under the Contract, nor will either be liable for any damages or any other amounts which are caused by or associated with such termination. CPA and Customer will make best efforts to provide reasonable written advance notice to the Bidder of any such Contract or order termination. In the event of such a termination, Bidder must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination, either on that particular order if an order is being terminated, or the Contract, if the Contract is being terminated. CPA or Customer will be liable for payments limited only to the authorized charges incurred by Customers.”

1.21 Part B, Section B.5.2 (Audit Requirements) is deleted in its entirety and replaced with the following:

“Pursuant to Texas Government Code § 2262.154, the State Auditor’s Office, or successor agency, may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract at a neutral third party location. The acceptance of funds by Contractor or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor’s Office, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those

funds with reasonable notice to Contractor. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. The Contract may be amended unilaterally by the CPA to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement of Texas Government Code § 2262.154. **Contractor must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.**

Customers who order under the Contract using federal or grant funds may have additional audit requirements that are required by law or regulation. Those additional requirements will be included on the purchase order for that particular order.

- 1.22 Part B, Section B.5.11 (Refunds) is deleted in its entirety and replaced with the following:

"If CPA determines that it or a Customer has overpaid the Contractor under the Contract, Contractor will refund that amount to the CPA or Customer, depending on the entity that overpaid. CPA or Customer may offset and deduct the amount of the overpayment from any amount owing, as a reimbursement, but unpaid to the Contractor. Contractor will apply any additional overpaid amount to next month's bill.

If any reimbursement, or a portion of a reimbursement, is disallowed as a result of an audit finding that the Contractor failed to follow the requirements for the Contract, then the Contractor agrees that the CPA or Customer may recoup the disallowed amount from funds payable under the Contract, to the extent the disallowed amount was incurred by the CPA or Customer. If an audit identifies a disallowed amount after the expiration date of the Contract, CPA or Customer will send the Contractor notice of the audit results and specifically identify the amount that must be refunded by the Contractor. Contractor will refund the disallowed amount within 30 calendar days of receipt of the notice."

- 1.23 Part B, Section B.7.8.6 (Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code § 572.069) is deleted in its entirety and replaced with the following:

"Bidder certifies that it has not employed and will not employ a former CPA or Customer state agency employee or state officer who participated in a procurement or contract negotiation for CPA or Customer state agency involving Bidder within two years after the state officer or employee left state agency employment or service to the best of Bidder's knowledge and without Bidder's independent investigation.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

- 1.23 Part B, Section B.7.8.6 (Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code § 572.069) is deleted in its entirety and replaced with the following:

"Bidder certifies that it has not employed and will not employ a former CPA or Customer state agency employee or state officer who participated in a procurement or contract negotiation for CPA or Customer state agency involving Bidder within two years after the state officer or employee left state agency employment or service to the best of Bidder's knowledge and without Bidder's independent investigation."

- 1.24 Part B, Section B.7.15.3 (Executive Head) is deleted in its entirety and replaced with the following:

“Pursuant to Texas Government Code § 669.003, the CPA may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Bid, Bidder certifies that, to the best of its knowledge and without independent investigation, it does not employ any person who was the Executive Head of a state agency in the past four years.”

- 1.25 Part B, Section B.7.21 (Insurance and Other Security) is deleted in its entirety and replaced with the following:

“Bidder represents and warrants that it will maintain for the term of the Contract all insurance coverage required specifically by Part A of this IFB and generally to ensure proper fulfillment of the Contract and its liabilities thereunder. Bidder will insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance must comply with Texas statutory requirements and also cover any cargo being delivered to Customers.”

- 1.25 Part B, Section B.7.25 (Federal, State, and Local Laws, Regulations, and Requirements) is deleted in its entirety and replaced with the following:

“Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. CPA reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for CPA or Contractor’s compliance with all applicable federal, state, and local laws and regulations. CPA will notify Contractor of the changes.

Contractor will indemnify the State of Texas and will pay all direct costs resulting from Bidder’s omission or breach of this Section.”

- 1.26 Part B, Section B.7.28 (No Liability Upon Termination) is deleted in its entirety and replaced with the following:

“If this Contract is terminated for any reason, the State of Texas, CPA, and Customer are not liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to termination. However, Contractor may be entitled to the remedies provided in Texas Government Code Chapter 2260. State of Texas, CPA and Customer will be liable for authorized charges incurred prior to the termination date.”

- 1.27 Part B, Section B.7.29 (Felony Criminal Convictions) is deleted in its entirety and replaced with the following:

“Bidder represents and warrants that, to the best of its knowledge and without independent review, Bidder has not and Bidder’s employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Bidder has fully advised CPA as to the facts and circumstances surrounding the conviction. If awarded the contract, Contractor has a continuing duty to amend, supplement, or correct this representation and warranty not later than ten days after discovering additional information relating to felony criminal convictions of Contractor or any of its employees. Contractor will not allow any employee convicted of a

felony criminal offense to perform tasks related to the contract without such disclosure and express permission from CPA.”

- 2. The Schedule of Liquidated Damages (Attachment E) is deleted in its entirety and replaced with the Schedule of Liquidated Damages (Attachment E-1).**

**Schedule of Liquidated Damages  
Attachment E-1**

Contractor and CPA agree and acknowledge that the measure of actual damages to CPA or the State of Texas as a result of Contractor’s failure to meet any aspect of the responsibilities of the Contract or to meet specific performance standards may be difficult or impossible to calculate with precision, depending on the nature of the default. Consequently, for the failure to fully perform or deliver each of the required service identified below, CPA may require Contractor to pay the amount indicated below for such service. The Services listed below are each separately subject to the assessment of liquidated damages. The assessment of liquidated damages for the failure to perform or deliver any listed Services neither requires nor precludes the assessment of liquidated damages for any other failure to perform or deliver in accordance with this Contract. CPA and Contractor agree an event which may result in the assessment of liquidated damages is not the kind of event that can be cured by the contractor and therefore CPA and Contractor agree that CPA is not required to give notice or opportunity to cure prior to assessing these liquidated damages.

CPA and Contractor agree and acknowledge that the amounts of liquidated damages set forth in this Schedule are not intended to be in the nature of a penalty, but are intended to be a reasonable estimate of the amount of financial loss or damages to CPA in the event of the occurrence of any of the related categories of listed events. CPA does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of contract by Contractor. The failure of CPA to assess liquidated damages in any instance where CPA is entitled to liquidated damages pursuant to the terms of this Contract shall not constitute waiver in any fashion of CPA’s rights to assess liquidated damages. If any portion of the liquidated damages provisions as set forth below is determined to be unenforceable, the other liquidated damages provisions not found to be unenforceable shall remain in full force and effect.

CPA also reserves the right to deduct the liquidated damages from any payments owed by CPA or Customer to Contractor.

An assessment of liquidated damages pursuant to this Schedule E by CPA does not waive or otherwise affect any other remedy or claim of damages available to CPA pursuant to the contract for any breach or default by the contractor of the requirements of the contract. If CPA determines, in its reasonable discretion, that Contractor's failure to perform is continuing unabated or otherwise is likely to significantly and adversely affect the administration of the Contract or security of the account owners, CPA may elect to pursue one or more other remedies available hereunder, or under the Contract, including but not limited to, the termination of the Contract, filing a claim against Contractor's professional liability or other appropriate insurance coverage or performance bond or any other remedies available to CPA under this Contract, under applicable law or in equity.

|   | <b>RFP Section</b> | <b>Requirement</b>   | <b>Measurement Assessment</b>   | <b>Liquidated Damage</b>   |
|---|--------------------|--|---|--|
| 1 | A.6.2.4            | Contractor must provide a Program System with 24 hours/7 days/week availability without any downtime in excess of 2 hours during any 24 hour period during Monday to Friday (excluding federal and state holidays), during the contract term, except for scheduled maintenance for which CPA has received 10 days’ advance notice. | Any downtime in excess of 2 hours in a 24-hour period, excluding downtime in connection with the nightly batch process. | \$250 per hour of downtime<br><br>\$2000 maximum daily cap for same occurrence |

|     | <b>RFP Section</b> | <b>Requirement</b>   | <b>Measurement Assessment</b>   | <b>Liquidated Damage</b>   |
|-----|--------------------|--|---|--|
|     |                    | The foregoing does not apply to nightly batch process which allows for account creation and maintenance. Voyager Batch Processing runs from 7:00 PM Central Time (CT) through approximately 10:00 PM CT seven days a week. There are no outages during this time as all system functions are available. Scheduled maintenance affecting Voyager Fleet Commander® Online (FCO) availability would be from 2:00 AM CT to 7:00 AM CT Sunday mornings. This will not affect Voyager Authorization as Base24, Contractor's fault tolerant system, will stand in for any maintenance outage on the Mainframe. The FCO website would be affected with scheduled maintenance on a quarterly basis. |   |  |
| 2   | A.6.2.4.2.3        | In the event that Contractor fails or is unable to restore full Program System functionality within 2 hours during Monday to Friday (excluding federal and state holidays), Contractor shall:<br>-notify CPA promptly, but no later than two (2) hours;<br>-use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by Customers, which, when employed in the regular operation of, or access to, the Program System, will avoid or substantially diminish the practical adverse effects of the loss of major functionality to the Program System.  | Failure to:<br>-notify CPA promptly, but no later than two (2) hours<br>AND<br>-use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by Customers, which, when employed in the regular operation of, or access to, the Program System, will avoid or substantially diminish the practical adverse effects of the loss of major functionality to the Program System. | \$250 per hour of downtime<br><br>\$2000 maximum daily cap for same occurrence |
| 3.A | A.6.4.1.1          | Contractor shall provide a minimum of 1 Dedicated Account Manager to handle questions and resolve problems that arise. CPA will allow a minimum of 1 Designated Account Manager in lieu of a minimum of 1 Dedicated Account Manager. However, CPA, in its sole discretion, during any period of time during the  | Each hour that the Account Manager (or alternate) is unavailable in excess of 4 hours in a calendar day, Monday to Friday (excluding Federal and State holidays) during the core hours of 8am to 5pm Central Time.  | \$250 per hour<br><br>\$2000 maximum daily cap for same occurrence             |



|     | <b>RFP Section</b> | <b>Requirement</b>   | <b>Measurement Assessment</b>  | <b>Liquidated Damage</b>   |
|-----|--------------------|--|--|--|
|     |                    | contract term, reserves the right to require Contractor to provide a Dedicated Account Manager at no additional cost, if CPA determines the Designated Account Manager staffing to be insufficient. In this section, “Account Manager” means either Dedicated Account Manager or Designated Account Manager.   |  |  |
| 3.B | A.6.4.1.1          | Contractor must notify CPA in writing, at least fifteen (15) calendar days prior to any change of the Account Manager. The foregoing only applies if the Contractor has the fifteen (15) days’ notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice. | Each failure to provide at least fifteen (15) calendar days’ notice.   | \$500 per failure to provide 15 calendar days’ notice              |
| 4.A | A.6.4.1.2          | Contractor must provide a minimum of 2 Dedicated customer service representatives (CSRs) or alternate, accessible by toll-free phone, fax or email to handle questions and customer service matters, Monday to Friday (excluding Federal and State holidays) from the core hours of 8 am to 5 pm Central Time.   | Each hour that a Dedicated CSR or alternate is unavailable in excess of 2 hours during the core hours of 8am to 5pm Central Time during a calendar day, Monday to Friday (excluding Federal and State holidays). | \$250 per hour<br><br>\$2000 maximum daily cap for same occurrence |
| 4.B | A.6.4.1.2          | Provide a minimum of 2 Designated customer service representatives (CSRs), accessible by toll-free phone, fax, or email to handle questions and customer service matters, on weekends, holidays and Monday to Friday (excluding Federal and State holidays) when Dedicated CSRs are unavailable.   | Each hour that a Designated CSR or alternate is unavailable during in excess of 2 hours during a 24-hour period during weekends and holidays.  | \$250 per hour<br><br>\$2000 maximum daily cap for same occurrence |
| 4.C | A.6.4.1.2          | Contractor must address all customer service issues to CPA’s satisfaction within two (2) days.   | Each failure to address a customer service issue to CPA’s satisfaction within two (2) days.  | \$250 for each occurrence  |
| 4.D | A.6.4.1.2          | Notify CPA in writing, at least ten (10) calendar days prior to any change of a dedicated CSR. The foregoing only applies if the   | Each failure to provide at least ten (10) calendar days’ notice.   | \$500 for each occurrence  |

|     | <b>RFP Section</b> | <b>Requirement</b>   | <b>Measurement Assessment</b>   | <b>Liquidated Damage</b>   |
|-----|--------------------|--|---|--|
|     |                    | Contractor has the ten (10) days' notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice.  |   |  |
| 5.A | A.6.4.1.3          | Provide a minimum of 1 Designated Technical Help Desk Member or alternate, accessible by toll-free phone Monday to Friday (excluding Federal and State holidays) from the core hours of 8am to 5pm Central Time.   | Each hour that a Designated CSR or alternate is unavailable in excess of 2 hours during the core hours of 8am to 5pm Central Time during a calendar day, Monday to Friday (excluding Federal and State holidays). | \$250 per hour<br><br>\$2000 maximum daily cap for same occurrence |
| 5.B | A.6.4.1.3          | Notify CPA in writing, at least ten (10) calendar days prior to any change of a Designated Technical Help Desk Member. The foregoing only applies if the Contractor has the ten (10) days' notice and does not apply to short notice or sudden termination. In instances of short notice or sudden termination, notice must be provided as promptly as possible or by no later than the close of business upon day of actual notice. | Each failure to provide at least ten (10) calendar days' notice.  | \$500 for each occurrence  |
| 6   | A.6.4.2            | Maintain a toll-free cardholder customer service line operating 24 hours a day, 365 days a year.   | Each hour that the toll-free customer service line is not available in excess of 2 hours in a 24-hour period  | \$250 per hour<br><br>\$2000 maximum daily cap for same occurrence |