



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

NOTICE OF AWARD

U.S. Bank National Association
Mark A. Hess, Account Manager
800 Nicollet Mall
Minneapolis, MN 55402

Re: Contract Category: 946-M4 Charge Cards: Commercial Charge Card Services
Contract ID No.: 946M4-3292
RFP No.: 304T-24-946M4
Term of Contract: Date of Deputy Comptroller's signature on this Notice of Award,
through March 31, 2027

Your company, U.S. Bank National Association, submitted a Response to the Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposal (RFP). This letter is to inform you that the Comptroller accepts your Proposal for the item(s) listed in the attached Contract Item List.

The Contract consists of the documents stated in Section B.3.2 of the RFP; however, products or services in your Response for which you sought an award that are not included in the attached Contract Item List are not part of the Contract.

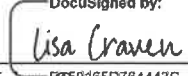
Only those assumptions and exceptions specifically noted in Exhibit A are accepted by CPA and are part of this Notice of Award. All other assumptions and exceptions in your Response, if any, are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

As stated in the RFP, no minimum compensation under the Contract is guaranteed. You must not process or make delivery for any products or services until receipt of a purchase order by a Customer pursuant to the terms of the Contract.

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

DocuSigned by:

Lisa Craven
Deputy Comptroller

5/15/2025 | 5:22 PM CDT

Date

Exhibit A
Mutually Agreed Exceptions
Charge Cards – Line 1
Commercial Charge Card Services
Contract ID No. 946M4-3292

The parties agree to amend the Contract terms and conditions 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. RFP, Part A, Section A.4. Pricing is amended to remove paragraph three and four and replace with the following language:

“Respondent must complete and return the Mandatory Price Sheet, including the proposed rebate schedule(s). These proposed rebates, and all discounts and incentives, may only be adjusted in accordance with this Section.

Contractor may increase the rebate rate at any time, for any reason. For rebate decreases, Contractor may, up to twice per calendar year, submit a rebate adjustment request to CPA. CPA shall evaluate the request that shows the Contract rebate is impacted by changes in (1) credit card interchange programs or (2) law. No other basis for rebate decrease is permitted. CPA at its sole discretion may accept, reject, or negotiate any proposed rebate adjustment. If U.S. Bank does not concur with the decision of CPA with regard to a rebate decrease, U.S. Bank may terminate the agreement upon giving 180 days of notice of the CPA decision. U.S. Bank will extend the program beyond 180 days, with no rebate, until a new provider is onboarded.”

2. RFP, Part A, Section A.5. Insurance is deleted in its entirety and replace with the following language.

“The Response must include a statement that Respondent intends to maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified in the table below. The Response should also describe other insurance coverage maintained by Respondent in the ordinary course of business and provide proof of same in its Response. If Respondent’s normal and customary insurance coverage exceeds the minimum required amounts in this Solicitation, the Contract will require those normal and customary types and amounts of coverage. Proof of insurance may be provided in the form of current certificates of insurance.

Respondent may propose alternate insurance amounts or coverages in the form of an exception. See Section A.17.8. If CPA rejects the exception, the Respondent shall obtain the minimum coverage listed.

Any subcontractor performing work under this Contract must meet the same minimum insurance requirements. Contractor shall ensure its subcontractors’ compliance with all requirements.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
Commercial General Liability (Occurrence based) Required types of coverage: Blanket, Broad Form Property Damage, Premises and Operations Hazards, Products and Completed Operations Hazards, Independent Contractor's, and Contractual Liability	Bodily Injury and Property Damage \$2,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability
Automobile Liability All Owned, Hired and Non-Owned Vehicles (Required if the Contractor owns vehicles or uses vehicles to perform the Contract)	\$500,000 Combined Single Limit (for each accident)
Workers' Compensation (Required if the Contractor has one or more employees)	Statutory Limits
Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
Umbrella or Excess Liability	\$10,000,000 of additional coverage (either Umbrella or Excess Liability) for all liability policies required for this Contract (excluding Workers' Compensation insurance)
Cyber and Privacy Insurance	\$20,000,000 Aggregate Limit (If Respondent normal and customary insurance, primary and excess coverage, exceeds the minimum required, Respondent is required to maintain such additional coverage)
Crime Insurance	\$ 10,000,000 Aggregate Limit

Additional Insurance	Additional insurance and related provisions may be required by Customer depending on Customer's particular circumstances. Customer will identify any additional insurance requirements when placing a purchase order
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All required insurance policies must be issued from a company or companies with a Financial Strength Rating of "A-" or better and a Financial Size Category of VIII or larger from AM Best. CPA may consider other sources of information and reserves the right to determine whether an insurer is acceptable in its sole discretion.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to CPA. Except as specified below, all insurance policies must:

- (1) The required General Liability and Automobile Liability policies shall be written on a primary and non-contributory basis.
- (2) name the state of Texas as a certificate holder on all certificates of insurance;
- (3) name the state of Texas, its officers and employees as additional insureds on the required General Liability and Automobile Liability policies; and
- (4) the required General Liability, Automobile Liability, and worker's compensation policies shall include a waiver of subrogation in favor of the state of Texas, its officers and employees for bodily injury (including death), property damage or any other loss arising from the Contract or any purchase order.

Within five business days of receiving the Notice of Award, Contractor shall submit current certificates of insurance to CPA. Notices will be sent to spd.cmo@cpa.texas.gov. Failure to submit acceptable proof of insurance may result in termination. Contractor shall maintain the required insurance throughout the Contract.

Contractor must disclose on its insurance certificate whether any of the coverage required under the Contract is being satisfied with a Self-Insured Retention (SIR) and list the amount of the SIR. Contractor must obtain CPA's prior approval of an SIR in excess of \$10,000, and provide any documentation requested by SPD.

Contractor shall:

- (1) provide written documentation to Statewide Contract Management (SCM) by email at spd.cmo@cpa.texas.gov at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy; and
- (2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and

- (3) deliver proof of all renewal policies prior to any expiration of a required policy to SCM by email at spd.cmo@cpa.texas.gov. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Contractor's obligations under the Contract."

3. RFP, Part A, Section A.9.1. Billing is amended to remove paragraph three and replace with the following paragraph:

"The State of Texas requires that all fees to the state be waived including, but not limited to, account establishment, monthly percentage, late payment, transaction, reporting, training, auditing and methodology assessment fees that apply. No fees shall be assessed regardless of activity on the account. Late payment interest will be assessed as determined in the Prompt Payment Act."

4. RFP, Part A, Section A.9.1. Billing is amended to remove the last paragraph and replace it with the following language:

"The State of Texas or Customer may withhold payment for defective goods or services in accordance with the Prompt Payment Act. IBAs will be assessed against the requirements of the Fair Credit Billing Act."

5. RFP, Attachment A, Section 22. No Felony Criminal Convictions is amended to remove Section 22 in its entirety and replace with the following:

"Respondent represents and warrants that, to the best of its knowledge and without independent review, Respondent has not and Respondent's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised CPA as to the facts and circumstances surrounding the conviction. If awarded the Contract, Contractor has 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."

6. RFP, Attachment E, Section E.1. Rebate Calculation is amended to remove Subsection E.1(C) and replace with the following:

"The Rebate period shall be calculated on a 6-month basis with cycle close dates at the end of August (August 31) and at the end of February (February 28 or 29) of each such fiscal year."

7. RFP, Attachment E, Section E.2.1. Technical and Reporting Requirements is amended to remove Subsection E.2.1(E) and replace with the following:

“Program System shall have 24 hours/7 days/week availability with scheduled downtimes only for upgrades and maintenance. All such upgrades must be announced in writing at least 10 working days prior to implementation of any change and limited to early morning hours (12:00 am – 6:30 am Central Time) or evening hours (7:00 pm - 11:59 pm Central Time) and/or non-business days when feasible, not to exceed two hours during any 24 hour period Monday through Friday (excluding Federal and State holidays). Program System downtime in excess of two hours during any 24 hour period during Monday through Friday (excluding Federal and State holidays), during the contract term, may result in the assessment of liquidated damages as set forth in Attachment G - Schedule of Liquidated Damages. This provision does not apply to nightly batch process which allows for account creation and maintenance. 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 the Access Online portal availability would be from 2:00 AM CT to 7:00 AM CT Sunday mornings. This will not affect Access Online Authorization as Base24, Contractor’s fault tolerant system, will stand in for any maintenance outage on the Mainframe. The Access Online portal would be affected with scheduled maintenance on a quarterly basis, for which Contractor shall provide the required advance notice.”

8. RFP, Attachment E, Section E.2.1 Technical and Reporting Requirements is amended to remove Subsection E.2.1(J)(1) and replace with the following:

1. “Notify CPA promptly, but no later than two (2) hours;”

9. RFP, Attachment E, Section E.2.2. Security Requirements is amended to remove Subsection E.2.2(G) Independent Information Security Assessment and replace with the following:

“G. Independent Information Security Assessment: If Contractor has access to a Customer Information System or receives, processes, transmits or stores Customer Data, then Contractor shall provide CPA the opportunity to review the most recent information security assessment conducted by an independent third-party (e.g., SSAE-18 SOC 2 Type II, ISO 27002) upon contract award and annually thereafter. CPA, in its sole discretion may conduct a security assessment of any information system holding Customer Data or connected to a Customer Information System. CPA’s security assessment may consist of a review of the following: (i) independent third-party assessment(s) contracted by Contractor (e.g., SSAE 18 SOC 2 Type II, ISO 27002) and (ii) Contractor’s System Security Plan. Contractor as a Federally-chartered financial institution with the highest level of security can only share the report in a live meeting (web conference preferred) setting. U.S. Bank is not obligated to provide such third-party assessments but will allow CPA to perform a supervised review if the requested assessment results are available to U.S. Bank.”

10. RFP, Attachment E, Section E.2.2. Security Requirements is amended to remove Subsection E.2.2(H) Media Sanitization and replace with the following:

“H. Media Sanitization: Contractor shall sanitize information system media, both digital and non-digital, in a manner consistent with the guidelines in with NIST Special Publication 800-88 (Guidelines for Media Sanitization) when Customer Data in the custody of Contractor is no longer required to be retained by the contract with CPA. Contractor must retain a record documenting each sanitization procedure that, at a minimum, includes the following information: (i) date sanitization completed, (ii) description of the item(s), serial number(s), inventory control number(s), if applicable, and (iii) sanitization method used. No later than sixty (60) calendar days from contract expiration or termination or as otherwise specified in the contract with CPA, Contractor must either (i) complete the sanitization and submit via email to the CPA Contract Manager all sanitization documentation or (ii) submit a written statement via email to the CPA Contract Manager explaining the reason that destruction of Customer Data by Contractor is technically impossible or impractical. Contractor’s obligations set forth in the clause survive the termination or expiration of the contract as long as Contractor retains Customer Data.”

11. RFP, Attachment E, Section E.2.2. Security Requirements is amended to remove Subsection E.2.2(K) Security Incident Notification and replace with the following:

“K. Security Incident Notification: Contractor shall have policies and procedures for the effective management of Security Incidents that shall be made available to CPA upon written request. Within 24 hours of Contractor’s discovery or reasonable belief and Contractor’s relationship manager knowledge that there has been an event that results in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption or destruction of confidential Customer information (“Security Incident”), Contractor shall provide notice to CPA by calling 800-531-5441 EXT 34357. Until the investigation is complete, Contractor shall submit daily, or as otherwise agreed by CPA, a written report via encrypted email to security.alerts@cpa.texas.gov that includes all event details Contractor is permitted by law or Contractor’s internal policies to be shared with CPA. Subject to review and approval of CPA, Contractor shall provide notice at its own cost that satisfies the requirements of applicable law to individuals whose information was compromised or likely compromised as a result of the Security Incident. If CPA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing the notice shall be reimbursed to CPA by Contractor. If Contractor does not reimburse such costs within 30 days of CPA’s written request, then CPA shall have the right to collect such costs.”

12. RFP, Attachment E, Section E.2.3 Card Security Control and Restrictions is amended to remove Subsection E.2.3(L) System Security Reviews and Audits and replace with the following:

“L. System Security Reviews and Audits: The Program System will be subject to security reviews, as required by CPA, before and throughout the period of performance. The Contractor shall provide complete information and access to CPA, as required, to facilitate these reviews. Reviews include, but are not limited to the following:

1. SSAE 16 SOC 2 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 SPD Statewide Contract Management (SCM).
2. Penetration Tests: CPA requires Contractor to obtain annual penetration tests and provide to SPD Statewide Contract Management (SCM) or appropriate CPA Information Security personnel the ability to participate in a supervised review, via a live meeting (web conference preferred) setting, a summary of the results, including a plan of actions and milestones (POAMs) for remediation.
3. System Audits: 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, or as required via information security questionnaires.
4. Contractor shall comply with changes to security control review, audit and authorization requirements as they are updated.

Contractor as a Federally-chartered financial institution with the highest level of security can only share the report in a live meeting (web conference preferred) setting. Contractor is not obligated to provide such third-party assessments but will allow CPA to perform a supervised review if the requested assessment results are available to U.S. Bank.”

13. RFP, Attachment E, Section E.2.3 Card Security Control and Restrictions is amended to remove Subsection E.2.3(P)(3) and replace with the following:

“3. represent and warrant that, to the best of its knowledge and without independent review, Contractor has not and Contractor’s employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor 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.”
14. RFP, Attachment E, Section E.2.3. Card Security Control and Restrictions is amended to remove Subsection E.2.3(Q)(2) and replace with the following:

“2. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity and confidentiality of Customer data, Contractor shall comply with reasonable requests for CPA to access Contractor’s technical capabilities, operations, documentation, records and databases, if such access is possible without exposing Confidential Information; and”

15. RFP, Attachment E, Section E.3.1. Customer Service. U.S. Bank confirms compliance with the Solicitation's requirement in Subsection E.3.1(A)(1).

16. RFP, Attachment E, Section E.3.1. Customer Service is amended to remove Subsection E.3.1(A)(4) and replace with the following:

"B. Contractor shall notify CPA, in writing, at least 15 calendar days prior to any change of a Dedicated Account Manager. Failure to provide notice at least 15 calendar days may result in the assessment of liquidated damages as set forth in Attachment G – Schedule of Liquidated Damages. This provision only applies if the Contractor has the 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."

17. RFP, Attachment E, Section E.3.1. Customer Service is amended to remove Subsection E.3.1(B)(7) and replace with the following paragraph.

"7. Contractor shall notify CPA, in writing, at least 10 calendar days prior to any change of a Dedicated or Designated CSR. Failure to provide notice at least 10 calendar days may result in the assessment of liquidated damages as set forth in Attachment G – Schedule of Liquidated Damages. This provision 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 the day of actual notice."

18. RFP, Attachment E, Section E.3.1. Customer Service is amended to remove Subsection E.3.1(C)(4) and replace with the following paragraph.

"Contractor shall notify CPA, in writing, at least 10 calendar days prior to any change of a Dedicated Technical Help Desk Member, Failure to provide notice at least 10 calendar days may result in the assessment of liquidated damages as set forth in Attachment G – Schedule of Liquidated Damages. This provision 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."

19. RFP, Attachment G, Table, Row 1 is amended to remove the language in the Requirement column and replace with the following:

"Contractor shall provide a Program System with 24 hours/7 days/week availability without downtime in excess of 2 hours during any 24-hour period Monday through Friday (excluding federal and state holidays), during the contract term, except for scheduled maintenance for which CPA has received 10 days' advance notice. This provision does not apply to nightly batch process which allows for account creation and maintenance. 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 the Access Online portal availability would be from 2:00 am CT to 7:00 am CT Sunday mornings. This will not affect Access Online Authorization as Base24, Contractor's fault tolerant system, will stand in for any maintenance outage on the Mainframe. Access Online portal would be affected with maintenance on a quarterly basis, for which Contractor shall provide the required advance notice."

20. RFP, Attachment G, Table, Row 2 is amended to remove the language in the Requirement column and replace with the following:

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

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

21. RFP, Attachment G, Table, Row 2C, is amended to remove the language in the Requirement column and replace with the following:

"Contractor shall notify CPA, in writing, at least 15 calendar days prior to any change of an Account Manager. This provision only applies if the Contractor has the 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."

22. RFP, Attachment G, Table, Row 3F, is amended to remove the language in the Requirement column and replace with the following:

"Notify CPA in writing, at least 10 calendar days prior to any change of a Dedicated or Designated CSR. This provision 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."

23. RFP, Attachment G, Table, Row 4C, is amended to remove the language in the Requirement column and replace with the following:

"Notify CPA, in writing, at least 10 calendar days prior to any change of a Dedicated Technical Help Desk Member. This provision 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."

24. U.S. Bank, Proposed Solutions, Access to complete contract data upon termination or expiration, p. 6-7. U.S. Bank confirms compliance with the Solicitation's requirement in Part B, Section B.7.1 and Gov't Code §441.1855.
25. U.S. Bank, Proposed Solutions, Program Management APIs, p. 6-2. U.S. Bank and CPA agree to add Subsection FF in Section E.2.1. Technical and Reporting Requirements with the following language:
- “Contractor will offer APIs to provide a real-time connection between a Customer system and Contractor for efficient card account setup and maintenance. Customer may require Contractor to provide Application Programming Interface (API) for its card program. When requested, Contractor shall provide API upon receiving the appropriate and required information from Customer, and work with Customer to ensure API compatibility and integration with Customer's system. Additional terms and conditions applicable to API shall be negotiated between Contractor and each Customer.”
26. U.S. Bank, Proposed Solutions, Card Specifications, customized pre-printed cards, p. 6-17. U.S. Bank agrees to provide to state agencies customized cards at no charge and following the requirements under Section E.3.2(B)(6). U.S. Bank agrees to provide to local governments and institutions of higher education: (a) custom logo cards with a minimum of four colors with 4th line embossing of tax exemption information at no charge; (b) fully customized card will be scoped and invoiced but no greater than \$5,000.00 per 1,000 cards (c) with first order production timeline of 20 to 24 weeks.
27. U.S. Bank, Proposed Solutions, Card Issuance, p. 6-17, Implementation and Transition, p. 6-24. U.S. Bank confirms compliance with Solicitation's Sections E.3.3 and E.6.
28. U.S. Bank, Response - Exhibit 1, Commercial Charge Card Financial Proposal. U.S. Bank confirms compliance with Solicitation's requirement that rebates period will be semi-annual without a minimum requirement to qualify for rebate incentive payment.
29. U.S. Bank. Response - Exhibit 1, Commercial Charge Card Financial Proposal – Disclosures. U.S. Bank confirms its commitment to the full contract term as referenced in Part A, Section A.3. Additionally, U.S. Bank clarified state agencies and institutions of higher education are qualified for credit and will not be required to qualify for credit prior to Contract participation, and provided the following explanation regarding Customers credit-qualification:
- “As a Federally regulated financial institution, U.S. Bank is required to assess the credit position of all customers, as each account is liable to repay U.S. Bank for the commercial charge card purchases made by authorized cardholders. The establishment of commercial charge card and other banking relationships within the United States also requires compliance with various applicable laws, regulations and requirements of those agencies that are charged with ultimate enforcement of those laws, some of which overlap with the credit qualification process.

U.S. Bank will maintain credit for the State of Texas, to include state agencies and institutes of higher education, based on our analysis of the State's access to capital. Access will be determined at the discretion of U.S. Bank, based on publicly accessible information such as the State's approved budget and appropriations, as well as third-party bond ratings. The collection of required information used to ensure protections and establish credit relationships (known as KYC) allows U.S. Bank to evidence that we fully know our customers and appropriately conduct sanctions filtering of the cardholder and company information at the time of account opening and on a regular basis to fulfill our legal and regulatory obligations, since OFAC prohibits U.S. companies from conducting business with certain foreign countries or entities that it considers to be fostering terrorist or other illegal activities."

30. U.S. Bank, Proposed Solutions and Exhibits, Security Requirements. CPA accepts the following attachments included in U.S. Bank's Response: (a) online security; (b) privacy; (c) Organizational Security Overview; and (d) Enterprise Reliability Plan. U.S. Bank may not unilaterally change any of the included attachments. Any terms or conditions unilaterally revised subsequent to award shall not be enforceable against CPA and its Customers, and CPA and Customers shall not be deemed to have consented to them. Changes in terms and conditions of any attachment may be made only by written agreement of both parties.

AGREEMENT

CPA will indicate its agreement by issuing a notice of award signed by the Deputy Comptroller.

By the signature of its authorized representative below, the Contractor shows its agreement and acknowledges that as the result of negotiation only those exceptions and modifications specifically noted in this exhibit are agreed between the parties:

E-SIGNED by Ryan Potts
on 2025-05-14 22:19:51 GMT

Ryan Potts

Signature of Authorized Representative
Senior Vice President

Printed Name

Authorized Representative Title
US Bank

Legal Company Name
May 14, 2025

Signature Date

Contract Item List

Contract Category 946M4 Charge Cards, Commercial Charge Card Services

Contract ID No. 946M4-3292

RFP No. 304T-24-946M4

U.S. Bank National Association

General

- Credit losses are deducted from the rebate.
- Fraud losses are absorbed by U.S. Bank National Association.
- Rebates will be paid semi-annually regardless of the amount of the rebate earned.

Rebate Structure

A rebate is paid to the Customer when the file turn average is 45 days or less. File turn days are the average number of days between a charge posting and payment for that charge posting. Mathematically, file turn = sum of daily balances for the rebate period divided by the total spend for the rebate period.

- Large Ticket volume rebate: 0.80%.
- The standard volume based rebate for all other transactions, based on net charge volume for the entire program (including large ticket volume), per the chart below.

Rebate Schedule		Average Transaction Size														
		\$0-\$99	\$100	\$150	\$200	\$250	\$300	\$350	\$400	\$450	\$500	\$550	\$600	\$650	\$700	\$750 +
Semi-Annual Spend (\$ Million)	\$0-\$399	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%
	\$400	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%
	\$450	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%
	\$500	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%
	\$550	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%
	\$600	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%
	\$650	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%
	\$700	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%
	\$750	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%
	\$800	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%
	\$850	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
	\$900	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%
	\$950	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%
	\$1,000	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%
	\$1,100	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%
	\$1,200	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%
	\$1,300	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%
	\$1,400	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%
	\$1,500 +	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%

Additional Incentives and Enhancements

Speed of Payment: An additional 0.01% rebate for each day gained to be added to the volume rebate incentives, assumes payment within 45 file turn days or less.

- 45 file turn days: 0.00%
- 44 file turn days: 0.01%
- 43 file turn days: 0.02%
- And so on.

Fees

- Late payment:
 - Texas Prompt Payment Act determines the late payment interest that can be charged under this Contract to governmental entities and state agencies as defined in Government Code, Chapter 2251.
 - Delinquency Fee (Individual Bill Accounts only): 2.5% (minimum \$2.00). Fees are not assessed until payment is 60 days past due.
- Foreign exchange fee: 1%
- Non-sufficient funds fee: \$15.00
- Cash Advance Fee (for local government entities only): 2.5% (minimum \$2.00)
- Convenience checks (for local government entities only):
 - Transaction fee: 2.5% (minimum \$2.00)
 - Stop payment fee: \$15.00
 - Check copy fee: \$2.00
 - Returned convenience check fee: \$15.00
- Fully customized plastic (for local government and higher education entities): scoped and invoiced but no greater than \$5,000.00 per 1,000 cards (fees waived for custom logo cards with a minimum of 4 colors with 4th line embossing of tax exemption information).
Production timeline for first order only: 20 to 24 weeks.
- No other fees.