



Council on Competitive Government

April 2, 2014

Council Members:

Hon. Rick Perry
Governor

Hon. David Dewhurst
Lieutenant Governor

Hon. Susan Combs
Comptroller

Hon. Jerry Patterson
Land Commissioner

Hon. Joe Straus
Speaker of the House

Ronald Cragleton
Texas Workforce
Commissioner

Terry Keel
Texas Facilities
Commission



Michael Farrell
Vice President Sales, Public Sector
US Bank / Corporate Payment Systems
1745 RiverPark Dr.
Dacula, GA 30019

RE: Contract Renewal: Retail Fuel Card Services No. 946-C1

Dear Contractor:

In accordance with the specified terms and conditions of the original Request for Offer, the State of Texas hereby exercises its option to renew the referenced contract for the first optional one-year period. Terms and conditions of the original contract will be unchanged through the term of the renewal period. **The term of this renewal is from May 1, 2014 through April 30, 2015.**

With this contract renewal, the State of Texas also accepts the following extension of the US Bank rebate offering.

Minimum Annual Sales Volume	Rebate
\$100,000,000	1.7625%
\$110,000,000	1.7650%
\$120,000,000	1.7675%

If you have any contract questions, please contact David Bennett at the number or email listed below.

Sincerely,

Chuks Amajor
Director
Strategic Sourcing/Council on Competitive Government

Chuks Amajor
Director

Central Services Building
1711 San Jacinto Street
Austin, Texas 78711-1440

Phone: 512-463-3855
Fax: 512-475-0934
Toll Free: 1-800-531-5441

ccginfo@ccg.state.tx.us
www.ccg.state.tx.us

Contact:
David B. Bennett
Council on Competitive Government
Comptroller of Public Accounts
Phone: (512) 463-7817
David.Bennett@cpa.state.tx.us

[CCG Home](#) » [Awarded State Services](#)

- CCG Home
- Background
- Operating Principles
- Awarded State Services**
- CALIR Services
- Document Destruction
- Digital Imaging
- Energy Procurement
- Geographic Information Services
- Mail Services
- Print Shops
- Retail Fuel Card
- Specialty Paper & Supplies
- Document Library
- Events & Announcements
- Contact the Council

Retail Fuel Card

The CCG Retail Fuel Card contract provides state agencies and local governments the opportunity to realize savings on fuel, maintenance purchases, and roadside assistance services through a fleet payment card program.

Service Benefits and Features

- Form of payment for fuel, oil, maintenance, repairs and roadside assistance
- Net-out taxes for applicable fuel card purchases
- Fuel payments covered under a single invoice
- Retail fuel cards can be tailored to meet the needs of State Agencies, Higher Education and CPA Cooperative Purchasing Members (e.g. cards can be issued and assigned to drivers or vehicles)
- Robust online program management system and enhanced reporting capabilities
- Quarterly Rebate back to agencies based on every dollar spent
- No annual fees
- \$50 maximum liability on fraudulent transactions
- \$0 liability for fraudulent transactions on lost or stolen cards which occur after the lost or stolen card was reported to US Bank
- Free comprehensive for program administrators
- No charge for single, standard color logo; additional colors/designs are billed at cost by US Bank
- Payment terms per Texas Prompt Payment Act

Implementation Steps for Agencies & Higher Eds

To participate in the State of Texas Retail Fuel Card program, state agencies may contact Terri Lewcun at (832) 486-1162 or email terri.lewcun@usbank.com to set up an account.

Implementation Steps for COOPs

(Local Government Entities and Assistance Organizations)

Local governmental entities and assistance organizations interested in participating in the State of Texas Retail Fuel Card program may email the following documents for review and approval to state.of.texas@usbank.com. For more information or questions, call 800-756-1151.

- [Implementation Information Form](#) [DOC, 312KB]
- [Political Subdivision Form](#) [DOC, 39.5KB]

Related Links

Contract Documents

- [Award Letter](#) [PDF]
- [RFP](#) [PDF]
- [Service Level Commitment](#) [PDF]
- [Contract Renewal Letter](#) [PDF]
- [Rebate Chart \(as of April 2014\)](#) [PDF]

Resources

- [Voyager Acceptance Locator](#)
- [Notice on Sales Tax Exemption](#)[PDF, 262KB]
- [Political Subdivision Form Dispute Matrix](#)[PDF, 60KB]
- [Dispute Form](#)

US Bank Newsletters

- [US Bank Newsletter Vol. 1](#) [PDF, 341KB]
- [US Bank Newsletter Vol. 2](#) [PDF, 381KB]
- [US Bank Newsletter Vol. 3](#) [PDF, 333KB]
- [US Bank Newsletter Vol. 4](#) [PDF, 319KB]
- [US Bank Newsletter Vol. 5](#) [PDF, 337KB]

Other Key Links

- [Roadside Assistance](#)
- [Retail Fuel Card FAQ](#)

Key Details

Contract [946-C1 Retail Fuel Card](#)

Term April 20, 2012 -- April 30, 2014

Vendor [U.S. Bank Corporate Payment Systems](#)

Vendor Contact Terri Lewcun, Relationship Manager

terri.lewcun@usbank.com

(832) 486-1162

Poonam "Pam" Pradhan, Account Coordinator

(e.g. Declined purchases, Lost/Stolen cards, Account Inquiry)

voyagerstate@usbank.com

(800) 987-6591

8:30-5:00 pm CST

24-Hour Customer Service

(800) 987-6591

Managing Agency Texas Procurement and Support Services (TPASS), P-Card Travel and Vehicle Management Program

State Contact David Bennett

David.Bennett@cpa.state.tx.us

(512) 463-7817

fuel.card.program@cpa.state.tx.us

(512) 463-3435

Required Plug-ins:

[[Adobe Reader](#), [MS Word Viewer](#)]

Contact the Council on Competitive Government by phone at (512) 463-3855.

The CCG Web site is hosted and maintained by the [Texas Comptroller of Public Accounts](#).

[Contact Us](#) | [Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#)

APPROVED

AI-32522

Purchasing Department 17. A. 4.

CC REGULAR

Meeting Date: 06/05/2012

Department Head: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION



Acceptance and approval to utilize through the Texas Procurement and Support Services (TPASS) with the "Council On Competitive Government Cooperative's newly awarded and contracted vendor "U.S. Bank National Association" for the "Retail Fuel Card" for day to day, emergency situations or travel purchases outside the County by Hidalgo County through Contract #946-C1-CCG-RFC-2011-002 Retail Fuel Card and Related Services for the duration of the cooperative's contract with ending date of April 30, 2014 with the authorization to utilize the fuel cards pursuant to Commissioners Court approval upon transition from Comdata to awarded vendor described herein.

BACKGROUND

Hidalgo County currently is utilizing the Cooperative's extended contract with ComData thru Contract #050720-CCG-FC-Retail Fuel Card. The Council On Competitive Government Cooperative extended the contract up to August 31, 2012 so as to allow the transition run its course smoothly from ComData to the newly awarded vendor "U.S. National Association" including the transitioning of Hidalgo County's fuel cards to the new cards under the new vendor.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: countywide obj. 626

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This is a countywide contract for gasoline/diesel services. Funding source is obj. 626 "Gasoline/Diesel" and purchases are on an "as needed basis".

Funds available as of 6-1-12, please refer to attached expense report.

Attachments

Retail Fuel Card Contract #946-C1-CCG-RFC

Obj. 626 Exp. Report as of 6-1-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:56 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:07 PM
Ivan Cantu	Ivan Cantu	06/01/2012 02:34 PM
Auditor's Office	Arcilia Duran	06/01/2012 03:26 PM
Purchasing Department	Monica Badillo	06/01/2012 05:02 PM
Form Started By: Vangie Garcia		Started On: 05/23/2012 03:32 PM
Final Approval Date: 06/01/2012		



NOTE: The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

[All Term Contracts](#)
[TxSmartBuy Term](#)
["Green" Items](#)
[Managed & CCG](#)
[Travel Contracts](#)
[Emergency Mgmt](#)

Search for Contracts

Enter keywords or NIGP codes to find state contracts:

Contract Details

946-C1 RETAIL FUEL CARD

Start Date: 04/2012

End Date: 08/2014

- A. DESCRIPTION OF CONTRACT: CCG CONTRACT NO. 946-C1 - CCG-RFC-2011-002
RETAIL FUEL CARD

The Council on Competitive Government (CCG) Retail Fuel Card contract provides state agencies and local governments the opportunity to realize savings on fuel and maintenance purchases on their vehicles through a payment card program.

- B. ACCOUNT IMPLEMENTATION

Note: To meet internal encumbrance requirements, customers may process a purchase order and reference CCG Contract No. 946-C1. Please do not forward purchase orders to US Bank.

For State Agencies: Use Doc Type 9

Legal Cite for Purchase Order: Government Code 2162.105 state Council on Competitive Government

NIGP Code(s):

946-35

946-70

- C. SERVICE LEVEL COMMITMENT (PDF)

- D. CONTRACTOR CONTACT INFORMATION:

U.S. BANK NATIONAL ASSOCIATION ND

Contact: Terri Lewcun

Phone: (832) 486-1162

E-mail: terri.lewcun@usbank.com

- E. TERM OF CONTRACT: April 20, 2012 thru April 30, 2014

RENEWAL OPTIONS:

1st Renewal: May 1, 2014 -- April 30, 2015

2nd Renewal: May 1, 2015 -- April 30, 2016

3rd Renewal: May 1, 2016 -- April 30, 2017

- F. SPECIFIC CONTRACT BENEFITS:

1. Form of payment for fuel, oil, maintenance, repairs and roadside assistance

2. Net-out taxes for applicable fuel card purchases
3. Fuel payments covered under a single invoice
4. Retail fuel cards can be tailored to meet the needs of State Agencies, Higher Education and CPA Cooperative Purchasing Members (e.g. cards can be issued and assigned to drivers or vehicles)
5. Robust online program management system and enhanced reporting capabilities
6. Quarterly Rebate (XLS) based on every dollar spent
7. No annual fees
8. \$50 maximum liability on fraudulent transactions
9. \$0 liability for fraudulent transactions on lost or stolen cards which occur after the lost or stolen card was reported to US Bank
10. Free training for program administrators
11. Custom Cards:
 - a. 8 to 10 weeks for delivery
 - b. CCG approval required for State agencies
 - c. Higher Education and CPA Cooperative Purchasing Members may coordinate directly with US Bank.
 - d. No charge for single, standard color logo; additional colors/designs are billed at cost by US Bank
12. Payment terms per Texas Prompt Payment Act.

G. PAYMENT INSTRUCTIONS:

State Agencies: (to be announced)

CPA TPASS Cooperative Purchasing Members: (to be announced)

H. CCG CONTRACT MANAGEMENT: Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:

David Bennett, CTCM, CTPM

Strategic Sourcing

Texas Comptroller of Public Accounts

Phone: (512) 463-7817

E-mail: david.bennett@cpa.state.tx.us

I. TPASS CONTACT: Questions concerning technical services should be directed to:

Texas Procurement and Support Services (TPASS) Division

Texas Comptroller of Public Accounts

Phone: (512) 463-3435

E-mail: fuel.card.program@cpa.state.tx.us

J. CONTRACTOR PERFORMANCE:

The Comptroller of Public Accounts (CPA) administers a vendor performance program for use by all ordering entities per Texas Government Code, Title 10, Subtitle D, Section 2155.077. The Vendor Performance and Debarment Program relies on the ordering entity's participation in gathering information on vendor performance. Ordering Entities shall report vendor performance on purchases over \$25,000 from contracts administered by the commission or any other purchase over \$25,000 made through delegated authority granted by CPA (TAC 20.108). Agencies are additionally encouraged to report vendor performance on purchases under \$25,000.

Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM.

The purpose of the Vendor Performance Tracking System is to:

- o Identify vendors that have exceptional performance.
- o Aid purchasers in making a best value determination based on vendor past performance.
- o Protect the state from vendors with unethical business practices.
- o Provide performance scores in four measurable categories for the CMBL vendors.
- o Track vendor performance for delegated and exempt purchases.

[CCG Home](#)

Events and Announcements

[CCG Home](#)[Background](#)[Operating Principles](#)[Awarded State Services](#)[Document Library](#)[Events & Announcements](#)[Contact the Council](#)

New Retail Fuel Card Services Contract Available

At the February 28, 2012 CCG Open Meeting, Council approved a contract award for Retail Fuel Card services to U.S. Bank as well as a 6-month contract extension (March 1, 2012 – Aug 31, 2012) with Comdata to allow for an orderly transition to the new contractor. The new Retail Fuel Card Services Contract is now available for use by all state agencies and local entities and is intended to provide savings on fuel and maintenance purchases on vehicles through a payment card program. Learn more [here](#).

Document Destruction Services

At the February 28, 2012 CCG Open Meeting, Council approved a contract amendment to the Document Destruction Services Contract to allow for service coverage expansion. The revised contract will be in place by the end of FY 12 and will make high quality, competitively priced, destruction services available across the entire state. The addition of 5-6 Community Rehabilitation Programs (CRPs) to the contract will also translate into additional employment opportunities for people with disabilities in several cities across the state.

Utility Invoice Processing Services

At the March 6, 2012 State Procurement and Advisory Council (SPAC) Open Meeting, the Chief Clerk authorized a contract award for Utility Invoice Processing Services (UIPS) to Ecova, Inc. The UIPS Contract is now available for use and is intended to provide savings on end-to-end processing of electricity (deregulated and regulated), natural gas, water, and wastewater utility invoices for participating state agencies, universities, and co-operative purchasing members. Learn more [here](#).

Sign up for our listserv

The Council maintains a policy announcement service with regular updates to keep interested parties informed about activities, milestones and opportunities for involvement. You can subscribe to the listserv [here](#).

Contact the Council on Competitive Government by phone at (512) 463-3855.

The CCG Web site is hosted and maintained by the [Texas Comptroller of Public Accounts](#).

[Contact Us](#) | [Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#)



Council on Competitive Government

April 20, 2012

NOTICE OF AWARD

Michael Farrell
Vice President Sales, Public Sector
US Bank / Corporate Payment Systems
1745 RiverPark Dr.
Dacula, GA 30019

Council Members:

Hon. Rick Perry
Governor

Hon. David Dewhurst
Lieutenant Governor

Hon. Susan Combs
Comptroller

Hon. Jerry Patterson
Land Commissioner

Hon. Joe Straus
Speaker of the House

Ronald Congleton
Texas Workforce
Commissioner

Terry Keel
Texas Facilities
Commission

Re: Contract No. 946-C1
RFP No. CCG-RFC-2011-002
Description: Retail Fuel Card Services
Initial Term of Contract: April 20, 2012 – April 30, 2014
Renewal Options:
1st Renewal: May 1, 2014 – April 30, 2015
2nd Renewal: May 1, 2015 – April 30, 2016
3rd Renewal: May 1, 2016 – April 30, 2017

Dear Contractor:

Your company submitted a proposal to the Texas Council on Competitive Government (CCG) in response to the above-referenced Request for Proposal (RFP). This letter is to inform you that the CCG accepts the proposal and establishes this contract as referenced to document the agreement. All terms and conditions set forth in the RFP are made part of this contract.

The contract consists of:

- (1) this Notice of Award, including the clarifications as agreed upon by CCG and the contractor per Attachment A of this letter and accompanying addenda;
- (2) the original RFP, as modified by addenda;
- (3) the Proposal submitted by your company as modified by any Best and Final Offer.

The order of precedence for these contract documents is established in Section B.1.6 of the RFP.

Only those assumptions or exceptions specifically noted in this award letter or attached to this award letter have been considered and granted by CCG to Respondent. Any other assumptions or exceptions are specifically denied. No CCG employee or customer agency employee may modify the terms and conditions of this contract without executing a contract amendment. Any oral accommodations to grant Respondent's assumptions or exceptions are specifically disclaimed.

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.

LBJ State Office Building
111 E. 17th Street
Austin, Texas 78711-1440

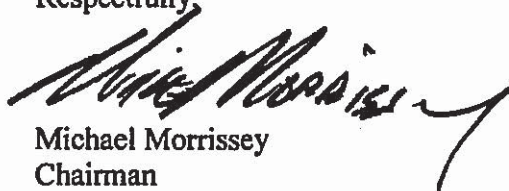
Phone: 512-463-3855
Fax: 512-475-4405
Toll Free: 1-800-531-5441

ccginfo@ccg.state.tx.us
www.ccg.state.tx.us

Please review the enclosed Attachment A and accompanying addenda and notify this office within five (5) business days of the date of this Notice of Award of any errors requiring correction. Notate corrections on a copy of the attached listing and forward to the attention of CCG staff noted below.

If you have any questions, please call Mr. David Bennett at 512-463-7817 or by e-mail at david.bennett@cpa.state.tx.us.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Morrissey", written in a cursive style.

Michael Morrissey
Chairman
Texas Council on Competitive Government

**RFP No. CCG-RFC-2011-002, Retail Fuel Card Services
Attachment A to Award Letter**

The parties to the above referenced contract agree to the following clarifications to the RFP and U.S. Bank's response:

1. Rebate Guarantee:

U.S. Bank agrees to remove the 30 day client held requirement from its rebate conditions, and will agree to pay the State of Texas their earned rebate regardless of when payment is made by the State, provided that the agencies and political subdivisions pay according to the guidelines of State of Texas Prompt Payment Act.

2. Account Minimum Waiver:

U.S. Bank agrees to remove the \$250,000 minimum spend requirement for rebate participation for political subdivisions. All State agencies will be allowed to participate in the rebate offering regardless of size.

3. Rebate Payment Process:

U.S. Bank agrees to process rebates to all accounts (both State agency and political subdivision) via a quarterly credit to each individual account.

4. U.S. Bank Voyager Fleet Enhanced Billing Capabilities:

The U.S. Bank Voyager card management system provides the ability for the State to attach its own billing account strings down to the individual card or organization level. This capability will allow the State to submit payments and for those payments to be posted to accounts without the use of the original 9 or 16 digit card number. Voyager organizational levels can contain data elements up to 25 characters (alpha/numeric) long. Likewise, if the State wants to attach accounting strings down to the individual card level, the Voyager system contains 5 "User Code" fields tied to each card.

The User Code fields allow alpha/numeric data entry, and vary in length per the following: User Code 1 is 13 characters long; User Code 2 is 10 characters long; User Codes 3, 4 and 5 are all 8 characters long. Additionally, the Fleet Commander Online website allows users to customize the screens by renaming fields so that users will automatically recognize any fields the State requires for accounting codes.

5. U.S. Bank Voyager Fleet State Government Collections Process:

U.S. Bank understands that State accounts have unique accounting and payment processes, therefore these relationships are treated differently from our other client types. Our credit & collections policy for State accounts is as follows:

- At 45 days past due accounts receive a courtesy call to see if there is a billing problem or issue that needs to be resolved
- At 90 days, if the billing issue is not resolved, and there is no response from the agency or poly sub, U.S. Bank will make every commercially reasonable effort to notify the State

before temporarily suspending ; if the agency has responded with an explanation for the past due occurrence, the account will be left open

- At 360 days past due, the account will be subject to charge off

U.S. Bank will copy all notices referenced above to the official CCG point-of-contact for the Contract, and will consult on a periodic basis with the CCG regarding any delinquent accounts.

6. Rebate Projections: If, after the first year of program operation, the overall scope or utilization of the Fuel Card program governed by this contract can be demonstrated to differ greatly from the current projections, CCG agrees to work with U.S. Bank to re-evaluate the overall program economics and rebate conditions.

7. Liquidated Damages: The parties agree to omit RFP Section B.1.11, Liquidated Damages in its entirety and replace it with the following language:

Contractor acknowledges that the State may be damaged if Contractor fails to fulfill its obligations under the Contract, and that liquidated damages may be assessed against the Contractor as described below. Liquidated damages attach and will be payable from any funds established by Contractor, from any sums owed directly or indirectly to Contractor as a result of handling or accepting State funds, or from monies owed to Contractor under any other contract awards by the State.

The State shall notify Contractor in writing within thirty (30) calendar days of any failure to fulfill its obligations under the Contract, including associated liquidated damages. Upon receipt of written notice, Contractor will have ten (10) calendar days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered, and to submit a corrective action plan for bringing the deficient operations within the standards specified by the contract.

The State shall have the right to approve and make changes to the corrective action plan submitted by the Contractor. The corrective action plan shall be implemented by the Contractor at no cost to and upon approval by the State. Liquidated damages will not be assessed during the specified cure period for the activity in question, including the agreed implementation of any final corrective action plan. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the state as a breach of Contract.

Liquidated damages will be assessed for unexcused failures of the card to process a valid transaction at a retail location at \$500 per event each for 1-5, \$1500 per event each for 6-10, and \$5000 for any events over 10.

An 'unexcused failure' is any failure that is caused by personnel, systems, or equipment within the reasonable control of U.S. Bank or its employees, agents, subcontractors, vendors or suppliers in the provision of services under the Contract.

Addendum 1

This Addendum 1 is part of the Attachment A to Award of Contract No. CCG-RFP-2011-002 ("the RFP") for Fleet Card services between the State of Texas ("the State") and U.S. Bank National Association ND ("U.S. Bank").

Essential Fleet Card Language

U.S. Bank shall be the primary provider to the State of fleet cards and services pertaining to the fleet card program. U.S. Bank will establish fleet card accounts for the State and those of its agencies the State designated to U.S. Bank in the RFP ("Participants"). The agencies on this list rely upon the State for their annual funding as they are appropriated funds by the Texas Legislature to pay for the charges on the fleet card accounts issued to the employees of these agencies.

Cities, counties, school districts and other governmental entities ("Political Subdivisions") may also participate under this fleet card contract. These entities must be qualified on their own by signing a Political Subdivision Addendum. The list of eligible entities can be found at the following electronic URL address:

<http://www.window.state.tx.us/procurement/prog/coop/coopmemb/>.

Subject to approval by U.S. Bank, an Account Limit (an "AL") for each account and an Aggregate Product Limit (the "PL") for all accounts for the State and each Political Subdivision shall be established by U.S. Bank pursuant to this Contract. U.S. Bank, at its sole discretion, shall have the right to revise the PL or AL. U.S. Bank shall have the right to revise any AL upon 30 days prior written notice to the State Agency or Political Subdivision card account contact. U.S. Bank may temporarily revise any AL and/or limit spending activity on any account for which fraudulent activity is suspected. U.S. Bank shall provide notice as soon as practical to the State when outstanding balances on all cards total an amount that is within ten percent (10%) of the AL.

Notwithstanding the foregoing, U.S. Bank shall provide twenty (20) business days prior notice to the CCG Contract Manager of any possible decrease in an AL of the State or a Political Subdivision to an amount that is no lower than the AL's average usage for the previous six months ("Average Use Rate"). U.S. Bank agrees to work with the CCG in framing any communications to such Political Subdivision; provided, however, that such Political Subdivision will only be informed of a decrease in its AL no more than five (5) business days in advance of such decrease. U.S. Bank shall provide rationale to the CCG for the amount of the reduction. U.S. Bank shall involve the CCG Contract Manager in any case where a Political Subdivision is requesting an increase in an AL and U.S. Bank is unable to accommodate such request.

Subject to the terms of the Contract, the State or the Political Subdivision shall be liable for all purchases and other charges incurred or arising by virtue of the use of a fleet card. U.S. Bank will send to the State and each Political Subdivision a monthly billing statement which will itemize all charges for the billing period. The amount shown on the statement as "Total Payment Due" shall be due and payable in U.S. Dollars upon the State's or the Political Subdivision's receipt of the Statement. The statement, as well as the payment, can be viewed and paid online. Disputes regarding charges or billings must be communicated to U.S. Bank in writing and must be received by U.S. Bank within sixty (60) days after the date on the statement on which the disputed or incorrect charge first appeared.

The State and each Political Subdivision shall pay in accord with the terms of the Texas Prompt Payment Act (Tx. Government Code Chapter 2251). U.S. Bank shall handle all collection activity. While each account is unique, in most instances, phone calls will be made to accounts that are 30 days past due. These calls may be followed up with letters and other collection activities, as dictated by individual circumstances and the terms of the Contract.

Any account with an outstanding balance greater than ninety (90) days may be subject to account suspension. U.S. Bank will not assess finance charges to the State.

The Contract shall remain in full force and effect for an initial term of twenty four (24) months from the effective date and shall continue thereafter as provided by the renewal provisions of the RFP (section A.1.5) or until terminated either by the State upon thirty (30) days written notice or by U.S. Bank upon one hundred eighty (180) days written notice to the State. The effective date of termination shall be stated in such written notice of termination, but shall be no less than the stated notice period. All Fleet Cards and related accounts shall be deemed canceled effective upon termination of this Contract.

Notwithstanding the foregoing, U.S. Bank shall have the right to suspend any and all services and obligations under this Contract or to terminate this Contract immediately, by written notice of such termination to the State, in the event that: (i) the State has materially breached any term of this Contract; or (ii) the amount due from the State, as the result of purchases and other such charges, in the aggregate, exceeds the established PL for a period of greater than sixty (60) days. U.S. Bank shall provide the State thirty (30) days written notice of, and an opportunity to cure, any breach or exceeding of an established PL or AL.

Rights, obligations or liabilities, which arise prior to the suspension or termination of this Contract, shall survive the suspension or termination of this Contract.

Addendum 3

This Addendum 3 is part of the Attachment A to Award of Contract No. CCG-RFP-2011-002 ("the RFP") for Fleet Card services between the State of Texas ("the State") and U.S. Bank National Association ND ("U.S. Bank").

U.S. BANK FLEET CARD PROGRAM PERFORMANCE VOLUME REBATE ADDENDUM

This Performance Volume Rebate Addendum ("Rebate Addendum") is entered into, by and between U.S. Bank National Association ND ("U.S. Bank") and the State of Texas ("the State"), and constitutes an addendum to the Award of the fleet services contract dated April __, 2012 (the "Contract") between the State and U.S. Bank. This Rebate Addendum shall become effective upon signing by or on the behalf of U.S. Bank ("Effective Date").

U.S. Bank shall extend to the State the following revenue sharing opportunity:

1. U.S. Bank will pay to the State a portion of its aggregate Net Quarterly Charge Volume through a rebate ("Volume Rebate") based on the aggregate Net Quarterly Charge Volume. The Volume Rebate calculation will be made in accordance with Schedule A, attached hereto and made a part hereof.
2. Any Revenue Share payment made pursuant to this Rebate Addendum will be net of accumulated Charge-offs resulting from participation in U.S. Bank National Association ND programs regardless of whether the underlying Contract between the parties is valid or has been terminated.
3. U.S. Bank will calculate the aggregate Net Quarterly Charge Volume for the Addendum Quarter to find the Rebate Percentage on Schedule A for the Volume Rebate. Quarterly, U.S. Bank will multiply the Rebate Percentage by the Net Quarterly Charge Volume for that same Addendum Quarter for each account. The result will be the gross Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Addendum Quarter(s) from the gross Revenue Share for each account. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Addendum Quarter will be subtracted from one (1) or more of the following Addendum Quarters.
4. The first Revenue Share payment, if any, shall be made within ninety (90) days after the end of the first Addendum Quarter. The revenue share payment will be applied as a credit to the State, state agency or political subdivision's billing account. Subsequent calculations and payments, if any, shall be made in a similar fashion on each three (3) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.
5. Provided the State begins transacting sales by 7/1/12, Voyager will guarantee a minimum of 170 basis points (1.70%) of net quarterly charge volume during year 1 of the contract regardless of Aggregate Net Quarterly Charge Volume for state, state agencies, and political subdivisions, unless a higher volume level is attained. "Year 1" shall be defined as the twelve month period beginning with the first card usage under the contract.
6. Capitalized terms used in this Rebate Addendum and not otherwise defined in this Rebate Addendum are used with the same respective meanings attributed thereto in the Contract. "Account" means any account number to which charges and payments may be posted. "Charge-off" means any amount due and owing to U.S. Bank or its Affiliates by the State that remains unpaid for three hundred sixty (360) days after the date that it was first billed. "Fraudulent Charges" means those Charges which are not initiated, authorized or otherwise requested by the State, its Affiliates, and/or a

Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit the State, its Affiliates, and/or a Cardholder. Fraudulent charges are limited to fifty dollars (\$50) per card. "Net Quarterly Charge Volume" means all charges set forth on the Statements furnished for all Accounts for the State and any participating state agencies or political subdivisions, less Fraudulent Charges, chargebacks, and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each three (3) month period beginning with the first such period following the Effective Date of this Rebate Addendum (an Addendum Quarter). "Revenue Share" is the Volume Rebate. "Rebate Percentage" means the Volume Rebate Percentage.

7. If the Contract is terminated and/or the primary provider provision of the Contract is violated, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to the State other than Revenue Share that has already been earned prior to the termination.
 8. Except to the extent that the Contract is expressly or implicitly modified by this Rebate Addendum, all terms and conditions of the Contract remain in full force and effect.
 9. Along with each Revenue Share payment made under section 4, above, U.S. Bank shall report to the CCG Contract Manager the calculations used to determine the amount of the payment. U.S. Bank shall ensure that the level of detail contained in those reports is sufficient for the State to verify the Revenue Share calculations using internal state auditing resources or third party sources.
-

U.S. BANK FLEET CARD PROGRAM
PERFORMANCE VOLUME REBATE ADDENDUM

SCHEDULE A

Net Quarterly Charge Volume	Volume Rebate Percentage
< \$6,250,000.00	1.1500%
\$6,250,000.00	1.2500%
\$7,500,000.00	1.3000%
\$8,750,000.00	1.3500%
\$10,000,000.00	1.4000%
\$11,250,000.00	1.4500%
\$12,500,000.00	1.5000%
\$13,750,000.00	1.5400%
\$15,000,000.00	1.7000%
\$16,250,000.00	1.7100%
\$17,500,000.00	1.7200%
\$18,750,000.00	1.7300%
\$20,000,000.00	1.7400%
\$21,250,000.00	1.7500%
\$22,500,000.00	1.7600%
