

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF FLEET FUEL CARD SERVICES
WITH
U.S. BANK NATIONAL ASSOCIATION, A SUBSIDIARY OF U.S. BANCORP
D/B/A "VOYAGER FLEET SYSTEM"**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the purchase of fuel card services for the City of Round Rock's Fleet Department, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2021 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and U.S. BANK NATIONAL ASSOCIATION, A SUBSIDIARY OF U.S. BANCORP d/b/a "VOYAGER FLEET SYSTEM, whose offices are located at 800 Nicollet Mall, Minneapolis, Minnesota 55402 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase fleet fuel card services; and

WHEREAS, City is a member of the Texas Smart Buy Cooperative, a cooperative purchasing program; and

WHEREAS, Vendor is an approved vendor of the Texas Smart Buy Cooperative; and

WHEREAS, City desires to purchase certain services from Vendor through Texas Smart Buy Cooperative Contract No. 946-M3 (the "Texas Smart Buy Contract") as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate April 30, 2024.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

2.01 CONTRACT DOCUMENTS AND EXHIBITS

The services which are the subject matter of this Agreement and are described in the Texas Smart Buy Contract, Exhibit "A," attached hereto and incorporated herein by reference for all purposes, comprise the "Contract Documents."

3.01 ITEMS

A. The goods and services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.01 COSTS

A. City agrees to pay for services during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) per year** for the term of this Agreement.

5.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as

determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

6.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

7.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

8.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

9.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods or services as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

10.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Chad McDowell
Director of General Services
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

11.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth in https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

12.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

13.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. Upon termination, the City remains obligated to pay for all transactions made prior to the termination, including unpaid balances and fees.

14.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

15.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

16.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

U.S. Bank National Association, a subsidiary of U.S. Bancorp
d/b/a "Voyager Fleet Systems"
800 Nicollet Mall
Minneapolis, MN 55402

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

16.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas), provided that the parties agree and acknowledge that the loans under the Agreement are made by Issuer in Utah pursuant to Utah law.

17.01 EXCLUSIVE AGREEMENT

This document, and all appended documents and the Sourcewell Contract and the Addendum, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

18.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

19.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

20.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it utilizes reasonable care to employ trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible, including acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects. Nothing herein shall excuse the City from remitting payment on transactions incurred by the City.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

**U.S. Bank National Association, a
Subsidiary of U.S. Bancorp d/b/a
“Voyager Fleet Systems”**

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

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

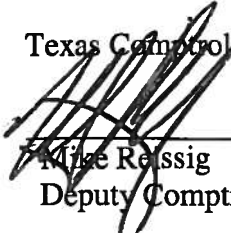
Your company, U.S. Bank National Association, a subsidiary of U.S. Bancorp, submitted a Proposal to the Texas Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposal (RFP). Subsequently, the parties negotiated mutually agreeable exceptions to the terms and conditions 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.

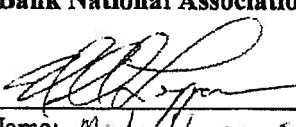
TO SHOW THEIR AGREEMENT, the duly authorized representatives of each party sign below:

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 "A"

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.

Exhibit "A"

- 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.”

Exhibit "A"

- 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.”

Exhibit "A"

- 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

Exhibit "A"

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."

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- 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

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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.

	RFP Section	Requirement	Measurement Assessment	Liquidated Damage
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 \$2000 maximum daily cap for same occurrence

Exhibit "A"

	RFP Section	Requirement	Measurement Assessment	Liquidated Damage
		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: -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: -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.	\$250 per hour of downtime \$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 \$2000 maximum daily cap for same occurrence

Exhibit "A"

	RFP Section	Requirement	Measurement Assessment	Liquidated Damage
		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 \$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 \$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

Exhibit "A"

	RFP Section	Requirement	Measurement Assessment	Liquidated Damage
		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 \$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 \$2000 maximum daily cap for same occurrence

Exhibit "A"

A.4.1 Rebate Calculations

- A.4.1.1 Contractor shall remit quarterly payments to each Customer based on the State's fiscal year in the form of an ancillary credit to the current month's bill. The credit shall be based on the total spend dollars on fuel, maintenance services and emergency services. The total spend dollars for a Customer is spend less any returns and credits.

Below is an example of a quarterly rebate calculation:

Quarterly Charge Volume	Rebate Basis Points	Total Quarterly Rebate Payments from Contractor
\$25,000,000	150	\$375,000

- A.4.1.2 The first day for calculating the rebate for any period of days is defined as the first calendar day after the statement is fully available online in Contractor's system for customers to review.
- A.4.1.3 The Rebate period shall be calculated on a 3 month basis with cycle close dates on September 3rd, December 3rd, March 3rd and June 3rd of each such fiscal year.
- A.4.1.4 Contractor must pay the quarterly rebate for each quarter by the end of the second month after each quarter end. The credit would be posted on the following month's invoice, to allow time for previous month's payment to post:
- the payment for the quarter with cycle close date of December 3 will be paid by January 31 and posted on February's invoice;
 - the payment for the quarter with cycle close date of March 3 will be paid by April 30 and posted on May's invoice;
 - the payment for the quarter with cycle close date of June 3 will be paid by July 31 and posted on August's invoice; and
 - the payment for the quarter with cycle close date of September 3 will be paid by October 31 and posted on December's invoice.

If late, Contractor shall pay interest to each Customer at the rate set forth in the Prompt Payment Act, in Section 2251.025 of the Texas Government Code. If an undisputed Rebate becomes more than 90 days overdue, CPA may terminate the Contract for cause.

- A.4.1.6 Each Rebate payment made by Contractor shall be accompanied by a report detailing the calculations used to determine the amount of the payment.
- A.4.1.7 Contractor shall provide a method for Customer to verify Rebate calculations.
- A.4.1.8 Rebate paid to Customer is net of any Credit Losses and upon contract termination, net of the full outstanding 91 days past due amounts from Customer.
- A.4.1.8 Credit Loss amounts are only to be deducted from Customer rebates in the respective fiscal year incurred, and not deducted from a Customer's total qualifying spend amount.
- A.4.1.9 Credit Loss amounts that are recovered by Contractor must be added back to the calculation of the Customer's next quarterly rebate payment.



EXHIBIT "A"

Know Your Customer Required Information Collection Form

To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Bank will ask for the legal name, address, tax identification number, and other identifying information that will assist us in completing the review of your contract/application. We may also ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require identification information on Customer, its Affiliates, Related Parties, or Cardholders, if applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Customer agrees to promptly provide such identification information to U.S. Bank, and Customer shall cause its Affiliates, Related Parties or Cardholders, if applicable, to provide identification information to U.S. Bank.

How to complete this form:

Answer all questions completely and thoroughly, reviewing the requirements of each section. Missing information will cause delays in processing. Abbreviations or acronyms are not acceptable. **Post Office Boxes or Personal Mailboxes are not acceptable**, please provide physical address for any addresses provided. You must notify U.S. Bank if any information in the form changes.

Section A: Customer Information

- Provide the full legal name of the customer as it is captured on formation documents. This does not include Doing Business As (DBA) or Trade names.

Company Information	
Company Name:	City of Round Rock
Identification Number: • (TIN, EIN, SSN, ITIN)	74-6017485
Is the above Identification Number shared with another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, provide all entities that share the Identification Number:	
Legal Physical Address: (Where the business is located. Do not provide a mailing address)	221 East Main Street Round Rock, Texas 78664
Does the company have Trade or Doing Business As (DBA) name(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, provide only the Trade or DBA(s) that are applicable to your relationship with U.S. Bank:	
Provide the DBA address(es) if is different than the company address:	

Section B: Exempt Entities – Do any of the below business types apply to your business?

- Please select the business type that applies to the business captured in Section A.

If the company is a subsidiary of a Public Body or Publicly Traded Entity and has its own financials, complete the entire form, supply formation documents and the most recent organization chart.

- ☐ Is your business a U.S. Department or Agency, including Indian Tribal Government, or was it formed under in interstate compact between two or more states?
- ☒ U.S. Political Subdivision (Local Government Entity)
- ☐ Financial institution that is regulated by a Federal or State Regulator:
- ☐ Any entity established under an interstate compact, including Indian Tribal Governmental Entities
- ☐ An entity that is listed on the New York, NYSE Market LLC, or NASDAQ stock exchanges – this only applies to U.S. operations
- ☐ Subsidiary of a Publicly Traded parent listed on NYSE, NYSE MKT LLC, or NASDAQ stock exchanges*. This only applies to U.S. operations and U.S. entities where equity of 51% or more is held by a U.S. listed entity. *Excludes subsidiaries and entities listed under NASDAQ Capital Market (Nasdaq-CM) Companies

Name of Exchange: _____ Ticker Symbol: _____

Section C: Standard Due Diligence Questions

1	What is the nature of your business? (What products or services do you supply?) • Include NAICS if known	
2	Does your business operate in the hemp industry? (If yes supply USDA License, or State/Tribal Government License along with this form)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3	What is the legal structure of your business? (e.g., Corporation, Limited Partnership/LLP, Not-for-Profit Organization, LLC, Single Member LLC, Partnership, Sole Proprietor, Government)	Government
4	What is the company's country of formation?	United States
5	What is the country of primary business operations for the company?	United States
6	Does the company provide any of the following services to your customers? If Yes, which service?	
	• check cashing services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	• issue or cash travelers checks or money orders	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	• provide money transmission or foreign exchange services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	• offer prepaid cards	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7	What is the company's estimated or projected annual revenue/budget (USD)? (If none, please indicate with \$0. None and N/A are not allowed.)	\$ 543,900

Section D: Authorized Signer

- One individual is required, additional individuals are optional.

	Full Legal Name	Provide <u>one</u> of the following sets of items: Date of Birth (mm/dd/yyyy), OR Physical Residential Address (preferred) OR Business Address OR SSN/ITIN/Foreign ID (A copy of the non-expired foreign ID is required along with this form)
1	Craig Morgan	221 East Main Street Round Rock, Texas 78664
	<input type="checkbox"/> No middle name	
2		
	<input type="checkbox"/> No middle name	

Section E: Control of Public Funds (Government Entities Only)

- Applicable law requires U.S. Bank to retain information regarding the individual, full legal name, and title who has control over public funds, which in this case includes credit balances on the card accounts. Control of public funds includes possession of, as well as authority to establish, accounts for such funds in a bank and to make deposits, withdrawals, and disbursements or to direct these activities.
- Individuals listed in Section D can also be listed in Section E if applicable

What is the authority type over the public funds?		<input checked="" type="checkbox"/> Independent Authority (Requires action or consent of only one official custodian) - One individual is required to be listed below; additional individuals are optional) <input type="checkbox"/> Dependent Authority (Requires action or consent of two or more official custodians.) - At least two individuals are required to be listed
Full Legal Name (First, Middle, Last)		Title – acceptable titles include Chairman, CEO, CFO, City Manager, Comptroller, Director of Administration & Finance, Director of Fiscal Services, District Superintendent, Executive Director, Finance Director, General Manager, Governing Board President, Mayor, President, Superintendent, Treasurer
1	Craig Morgan <input type="checkbox"/> No middle name	Mayor
2	 <input type="checkbox"/> No middle name	

Section F: Certification by Authorized Signer

This section must be completed by an appropriate individual with the authorization of the Customer provided in Section A at the top of this form. e.g., the secretary or other officer, a member or manager of an LLC, partner of a partnership, business owner, Chief Executive Officer (CEO), controller, Chief Operating Officer (COO), Chief Financial Officer (CFO).

I, an Authorized Officer of the company name listed in Section A above, hereby attest that all information supplied on this form and/or any documentation supplied as requested in this form is true and accurate to the best of my knowledge.

Printed Full Legal Name <input checked="" type="checkbox"/> No middle name	Craig Morgan
Title:	Mayor
Date:	
E-mail Address	cmorgan@roundrocktexas.gov
Signature:	





POLITICAL SUBDIVISION ADDENDUM

This U.S. Bank Political Subdivision Addendum ("Political Subdivision Addendum") is an addendum to and modification of Contract No. 946M3-1859 dated April 26, 2017 (the "Agreement") between Texas Comptroller of Public Accounts ("Customer") and U.S. Bank National Association ("U.S. Bank"). This Political Subdivision Addendum is effective upon signing by U.S. Bank ("Effective Date") and supersedes any previous and like addenda with the Political Subdivision.

RECITALS

- A. Customer entered into the Agreement for the purpose of making available a Fleet Card Program ("Card Program") described in the Agreement for use by Political Subdivisions;
- B. Customer allows Political Subdivisions to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Agreement as if Political Subdivision was the entity signing the Agreement as the Customer. Customer is not liable for Political Subdivision under the Agreement or this Political Subdivision Addendum; and
- C. Political Subdivision has received a copy of the Agreement from Customer, and after a thorough review of the Agreement, desires to participate as a Political Subdivision under the Agreement. Political Subdivision is responsible for Political Subdivision's performance of the terms and conditions of this Political Subdivision Addendum as well as the Agreement as if Political Subdivision signed the Agreement as the Customer. Political Subdivision is not liable for the acts and omissions of the Customer under the Agreement or this Political Subdivision Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Agreement, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, all parties agree as follows:

1. Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Agreement.
2. Political Subdivision shall perform all duties, responsibilities and obligations required of Customer as set forth in the Agreement. U.S. Bank shall issue Cards to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.
3. In order to determine credit qualifications for the Political Subdivision, the Political Subdivision shall provide U.S. Bank with the last three years of audited financial statements with this signed Political Subdivision Addendum. The Political Subdivision shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify the Political Subdivision of the approval or decline of its credit qualification. If U.S. Bank can independently obtain such financial statements, the Political Subdivision will not be required to provide them.
4. Political Subdivision shall make payment to U.S. Bank for all Debt incurred by Political Subdivision and its Cardholders as provided in the Agreement. "Debt" means all amounts charged to a card or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Political Subdivision and its Cardholders.
5. Cards shall be used for official Political Subdivision purchases only, and shall not be used for individual, consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Political Subdivision Addendum.
6. The notice address for Political Subdivision is:

Political Subdivision:

City of Round Rock

221 E Main Street

Round Rock, Texas

Attn: Chad McDowell

7. Automated Clearinghouse ("ACH"). To receive rebate payments, Political Subdivision must register for ACH in the manner prescribed by U.S. Bank. U.S. Bank will not make any payments until Political Subdivision has registered for ACH. If Political Subdivision fails to register for ACH by the end of the first Addendum Year, Political Subdivision forfeits any payments for that Addendum Year and any subsequent Addendum Years in which Political Subdivision fails to register for ACH. Political Subdivision designates the following person to register Political Subdivision for ACH.

Authorized Person's Name

Sherri Crone

Authorized Person's Email Address

scrone@roundrocktexas.gov



8. The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Agreement constitute valid, binding and enforceable agreements of Political Subdivision. All extensions of credit made pursuant to this Political Subdivision Addendum and the Agreement to Political Subdivision will be valid and enforceable obligations of Political Subdivision and Political Subdivision shall pay to U.S. Bank all Debts incurred by Political Subdivision in accordance with the terms of the Agreement and this Political Subdivision Addendum. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Agreement are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which Political Subdivision is a party or is bound.
9. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Political Subdivision to be duly bound by this Political Subdivision Addendum. This Political Subdivision Addendum requires approval as to form by the Attorney for the Political Subdivision. If this Political Subdivision Addendum is not approved as to form by the Attorney for the Political Subdivision, the completion of a Certificate of Authority is required and must accompany this Political Subdivision Addendum.

In witness whereof, the parties have executed this Political Subdivision Addendum by their duly authorized representatives.

DATE: _____

City of Round Rock
Legal Name of Political Subdivision

(Signature of Authorized Individual)

(Printed Name of Authorized Individual)

(Printed Title of Authorized Individual)

DATE: _____

U.S. Bank National Association

(Signature of Authorized Individual)

(Printed Name of Authorized Individual)

Vice President

(Printed Title of Authorized Individual)

Approved as to form:

(Signature of Attorney for Political Subdivision)

(Printed Name of Attorney)



Before completing the Certificate of Authority, please read:

- If the document being signed was “approved as to form” by an attorney, it is not necessary to complete the attached Certificate of Authority (C of A).
- If the document was not “approved as to form” by an attorney, please complete the attached C of A (page 2).
- Be sure to date all documents upon signing. Undated documents cannot be accepted and will be returned for dating.

SIGNING INSTRUCTIONS FOR CERTIFICATE OF AUTHORITY (COA)

Note that three (3) different individuals must sign and date the Certificate of Authority. If the Government Entity does not have three individuals who are authorized to sign on behalf of the Government Entity, please refer to page three.

SECTION 1 Organizational Information

Enter the legal name of the Government Entity and the tax ID number on the Certificate of Authority in the space provided.

Note that the Government Entity name must match exactly the Government Entity name on the Agreement and the Government Entity name on the Government Entity's financial statements. An exact match is required.

SECTION 2 Authorized Persons

The individual(s) who signed the Card Agreement/Amendment must complete and sign Section 2.

SECTION 3 Execution Requirements

Check *only one* box in Section 3 to indicate how many individuals (either 1 or 2) at your company/organization are required to sign legal documents on behalf of the Government Entity.

SECTION 4 Execution

No action required.

SECTION 5 Certification

*Two individuals must sign this section.

*The individual(s) who signed Section 2 cannot sign this section or this document is invalid.

- An officer of the Government Entity (“Officer One”) is required to sign this section attesting to the signatures in Section 2.
- One other officer of the Government Entity (“Officer Two”) must sign below the signature of Officer One *attesting to the signature of Officer One*.



CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following government entity (the "Government Entity"):

Government Entity Legal Name: City of Round Rock

Federal Tax Identification Number: 74-6017485

2. **Authorized Persons.** In accordance with the governance rules relating to the Government Entity, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Government Entity, to execute and deliver to U.S. Bank National Association ("U.S. Bank") the applicable agreement(s), any applicable addenda thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more commercial card programs, extending credit and providing related services to the Government Entity with U.S. Bank in the United States (collectively, the "Services"):

Name	Title	Signature

3. **Execution Requirements.** The governance rules relating to the Government Entity require the following number of Authorized Persons to sign the Documents for the Services (choose only (1) one box):

- ☒ One (1) Authorized Person
☐ Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of Government Entity and not in his or her personal capacity, certifies and warrants that (a) all action required by Government Entity's organizational documents to authorize the signer(s) to act on behalf of Government Entity in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of Government Entity, has been taken, (b) each signer is empowered in the name of and on behalf of Government Entity to enter into all transactions and Services contemplated in the Documents and (c) the signatures appearing on all supporting documents of authority are authentic.
6. **Certification.** I certify that I am the _____ and I am acting in my official capacity as an authorized officer who has been given the authority by the Government Entity to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Government Entity to execute and deliver to U.S. Bank, on behalf of the Government Entity, and to bind the Government Entity under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

City of Round Rock

↑ Printed Name of OR the _____ of the Government Entity ↑ (Cannot be an Authorized Person listed in Section 2)

↑ Signature of the Secretary or Asst. Secretary of the Organization ↑

Date

I certify that I am an officer of the Government Entity, and as such, I certify that the above-named _____ is acting in such capacity on behalf of the Government Entity, the signature below is my genuine signature and the signature above is the genuine signature of such _____.

↑ Printed Name & Title of Officer Signing Below ↑ (Cannot be an Authorized Person listed in Section 2)

Attested by One (1) Other Officer of the Government Entity – ↑ Signature ↑

Date

EXAMPLES TO SIGNING INSTRUCTIONS FOR CERTIFICATE OF AUTHORITY (C OF A)

EXAMPLE 1:

1. One (1) person is required to sign legal documents, and
2. Government Entity has **more than two (2)** authorized signatories who can attest to signatures of other signatories.

Agreement:	Person A signs.
C of A Section 2:	Person A completes and signs.
C of A Section 3:	First box is checked.
C of A Section 4 (part 1):	Person B (preferably the Secretary) signs attesting to the signature of Person A.
C of A Section 4 (part 2):	Person C signs attesting to Person B's authority and signature.

EXAMPLE 2:

1. Two (2) people are required to sign legal documents, and
2. Government Entity has **more than two (2)** authorized signatories who can attest to signatures of other signatories.

Agreement:	Persons A and B sign.
C of A Section 2:	Persons A and B complete and sign.
C of A Section 3:	Second box is checked.
C of A Section 4 (part 1):	Person C (preferably the Secretary) signs attesting to the signatures of Persons A and B.
C of A Section 4 (part 2):	Person D signs attesting to Person C's authority and signature.

EXAMPLE 3:

1. One (1) person is required to sign legal documents, and
2. Government Entity has **only one (1) other** authorized signatory who can attest to signatures of other signatories.

Agreement:	Person A signs.
C of A Section 2:	Person A completes and signs.
C of A Section 3:	First box is checked.
C of A Section 4 (part 1):	Person B (preferably the Secretary) signs attesting to the signature of Person A. NOTE: If the Secretary can sign the C of A, than they <u>cannot</u> be Person A; they <u>must</u> be Person B.
C of A Section 4 (part 2):	Person A signs attesting to Person B's authority and signature.

EXAMPLE 4:

1. Two (2) people are required to sign legal documents, and
2. Government Entity has **only one (1) other** authorized signatory who can attest to signatures of other signatories.

Agreement:	Persons A and B sign.
C of A Section 2:	Persons A and B complete and sign.
C of A Section 3:	Second box is checked.
C of A Section 4 (part 1):	Either Person A or B (preferably the Secretary) signs attesting to the signature of Persons A and B. NOTE: If the Secretary can sign the C of A, than they <u>must</u> sign in Section 4 (part 1) and the other person must sign in Section 4 (part 2).
C of A Section 4 (part 2):	The Person who did not sign Section 4 (part 1) signs attesting to the signing authority and signature of the person who did sign in Section 4 (part 1)



Implementation Information – TX Fleet

ENTITY LEGAL NAME:	City of Round Rock
NAME TO APPEAR ON CARD:	
Texas SmartBuy Membership Number:	

CONTACT INFORMATION	
PROGRAM MANAGER (Primary)	
Name:	Rocky Buoy
Title:	Fleet Operations Manager
Address:	901 Luther Peterson Pl, Round Rock, TX 78665
Phone:	737-610-5451
Fax:	
Email:	r buoy@roundrocktexas.gov
BILLING CONTACT	
Name:	Sherri Crone
Title:	Account Payables Manager
Address:	221 East Main Street, Round Rock, TX 78664
Phone:	512-218-5443
Fax:	
Email:	APTeam@roundrocktexas.gov
FLEET CONTACT (Daily Contact)	
Name:	Marshall Reynolds
Title:	Specifications Writer
Address:	901 Luther Peterson Pl, Round Rock, TX 78665
Phone:	512-218-5571
Fax:	
Email:	mreynolds@roundrocktexas.gov
Financial Information	
Provide financials* or web-based link to such	
Federal Tax ID number:	74-6017485
How many cards are needed:	450
Estimated monthly or annual spend:	250000

* Along with the addendum, please attach or submit your most recent annual financial statement(s) according to the grid below. If the most recent annual financial statements are more than five (5) months old, please attach the most recent interim financial statements as well.

Note: Entity's name on the financial statements must match exactly the Entity's name on this Application.

Anticipated Monthly Charge Volume	Financial Statements Required?	Years
=< \$50,000.00	Yes	1
\$50,000.01 - \$250,000.00	Yes	2
=> \$250,000.01	Yes	3