

**MASTER AGREEMENT # 030625****CATEGORY: Fleet Payment Solutions with Related Services****SUPPLIER: U.S. Bank National Association**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and U.S. Bank National Association, 200 South 6th Street, Minneapolis, MN 55402 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier may provide Included Solutions to qualifying Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective on September 8, 2025, the day after Contract Number 080625-USB expires. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 27, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #030625) to Participating Entities. In Scope solutions include:.
1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:
 - a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;
 - b. Payment solutions for electric vehicle charging, station fees; and,
 - c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.
 2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above, Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in receivership with the Federal Deposit Insurance Corporation. Supplier has disclosed all current and completed receivership proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters into receivership at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United

States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated

by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference. Due to the actions of third parties regarding interchange rates, Sourcewell agrees to amend the Agreement to allow Supplier to adjust pricing. Pricing may be modified if existing interchange rates or programs are modified, or if new interchange

rates or programs are developed, by an applicable card network. Such modifications, in either case, will apply to the then applicable compensation period. If the parties cannot agree on new pricing, Supplier has the right to terminate the Agreement.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. For clarification, in the U.S. Bank Financial Proposal – Sourcewell Administration Fee: All Products, Additional Conditions, the second bullet under “Additional Conditions” is not accepted by Sourcewell and is stricken in its entirety. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier’s Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier’s Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier’s Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 60 calendar days after the close of the preceding calendar quarter in conjunction with Supplier’s Reporting Period obligations defined herein. Payments should note the Supplier’s name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to reasonably cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Except to the extent of Sourcewell's or its Participating Entities' negligence or willful misconduct, Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its General Liability, Automobile Liability, and Workers' Compensation insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to deductibles and/or self-insured retentions applicable to the required insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

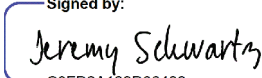
Article 3: Supplier Obligations to Participating Entities

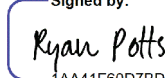
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

U.S. Bank National Association

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/27/2025 | 3:27 PM CDT

Signed by:

1AA41F60D7BD4C3...
By: _____
Ryan Potts
Title: Senior Vice President
Date: 6/27/2025 | 2:08 PM CDT

RFP 030625 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name: U.S. Bank National Association

Does your company conduct business under any other name? If yes, please state: U.S. Bancorp

Address: 800 Nicolett Mall
BCMN - H19U
Minneapolis, MN 55402

Contact: Beverly Wilson

Email: beverly.wilson@usbank.com

Phone: 615-533-0497

Fax: 615-523-1964

HST#: 31-0841368

Submission Details

Created On: Friday January 24, 2025 09:50:57

Submitted On: Thursday March 06, 2025 13:33:35

Submitted By: Beverly Wilson

Email: beverly.wilson@usbank.com

Transaction #: 8d3d3981-3fdb-4315-8220-eb00f1e6da4f

Submitter's IP Address: 147.243.240.143

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	U.S. Bank National Association	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	U.S. Bank National Association (Commercial banking)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	U.S. Bank National Association Cage Code: JTNLSVRJGM3 U.S. Bank Corporate Payment Systems Cage Code: 3CQY8	*
5	Provide your NAICS code applicable to Solutions proposed.	Our NAICS code can be found on this website: https://www.naics.com/company-profile-page/?co=18358 and provided in Exhibit 1, U.S. Bank NAICS code	
6	Proposer Physical Address:	U.S. Bank National Association 200 South 6th Street Minneapolis, MN 55402 Phone: 866-274-5898	*
7	Proposer website address (or addresses):	http://www.usbpayment.com	*
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Ryan Potts Senior Vice President ryan.potts@usbank.com 200 South 6th Street Minneapolis, MN 55402 612-436-6544	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Mark Hess Assistant Vice President—Relationship Manager 200 South 6th Street Minneapolis, MN 55402 Mark.hess1@usbank.com 612-436-6544	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Beverly Wilson Assistant Vice President— Voyager Public Sector & Higher Education 200 South 6th Street Minneapolis, MN 55402 Beverly.wilson@usbank.com 615-533-0497	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The Voyager Fleet Card Program is more than just a fuel card, it connects Sourcewell's Participating Entities with an array of fuel, maintenance and service solutions that simplify fleet management. Since 1995, we have helped public and private sector fleets of all sizes operate more efficiently and reduce expenses by providing nationwide acceptance, robust Level III fleet data for every transaction, advanced program management tools, effective program controls and unrivaled customer service. Originally, U.S. Bank entered the fleet card marketplace by providing superior tax exemption processing and enhanced Level III data to State and Federal Government agencies. Through these relationships, we have built some of the largest and most technically sophisticated fleet management programs in the nation and have since collaborated with companies in every major industry nationwide. By servicing the largest private and public-sector fleets in the United States, we have gained a unique understanding of the sophisticated buying needs and fleet management requirements of large, complex fleets. Our subsequent approach to the fleet card marketplace has become that of industry expert and consultative business collaborator. We strive to understand the nature of our clients' business environments, and through that understanding, provide meaningful products and innovative services that not only enable our clients' growth, but facilitate the creation of successful long-term business relationships. The world around us is changing faster than it ever has before. In an era of evolving expectations, we have a powerful constant: a culture that values ethics above all else. Our commitment to ethics is embedded in our purpose and core values, and it guides us as we transform the way we work, innovate and do business. It powers our ability to continue delivering exceptional customer satisfaction and industry-leading results. Our Code of Ethics and Business Conduct helps us maintain our steady path. It shows us how to be the most trusted choice for all our stakeholders, from our employees, customers and communities to our shareholders, elected officials and regulators. It shows us why operating with ethics is good for business. Acting with integrity, building relationships based on trust and speaking up when you have concerns is how we protect our reputation and brand, mitigate risk and strengthen our culture. 70,000 people doing the right thing. This is how we're creating the future now, together. We trace our earliest roots to 1853, when Farmers and Millers Bank in Milwaukee opened its doors, eventually becoming First Wisconsin and, ultimately, Firststar. In St. Louis in 1855, the Mercantile Trust Company was founded. The First National Bank of Cincinnati opened for business in 1863 and grew through many more decades to eventually become Star Banc Corporation. The First National Bank of St. Paul was chartered in 1864 after doing business for 11 years as Parker Paine & Co. A year later, The First National Bank of Minneapolis received its charter. Before that, it had been a private banking house called Sidel, Wolford & Co. These two First Nationals formed a holding company in early 1929 that became known as First Bank Stock Corporation – which it remained until 1968, when it took the name First Bank System. In 1891, The United States National Bank of Portland, Oregon, was chartered. In 1902, the U.S. National Bank of Portland was merged into the Ainsworth National Bank of Portland but kept the U.S. National Bank name. This turned out to be an auspicious decision, as a 1913 federal law prohibited other banks from using United States in their names from that time forward. U.S. National was among the first banks to form a one-bank holding company – called U.S. Bancorp. These banks thrived as independent entities, each growing into a respected force (and usually the largest commercial bank) in their respective marketplaces. As opportunities arose, each participated in in-market mergers and acquisitions during the early decades of the 20th century and wider-spread expansions during the 1980s and 1990s – including bringing Colorado National Bank into First Bank System in 1993 and West One Bancorp into the original U.S. Bancorp in 1995. We will not list every bank whose customers, branches, expertise and assets combined with these ancestor banks. Since 1988 alone, more than 50 banks, large and small, have helped to form today's U.S. Bancorp. During the 1990s, Star, Firststar and Mercantile merged to become the new Firststar, and First Bank System and U.S. Bancorp combined as U.S. Bancorp. In 2001, Firststar and U.S. Bancorp became the new U.S. Bancorp.
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12	What are your company's expectations in the event of an award?	Following an award of business, as an incumbent vendor to Sourcewell and its Participating Entities, we are ready and able to support the program on day one and we look forward to continuing to grow the program together. Your Relationship Managers, Mark Hess and Beverly Wilson, will maintain ultimate ownership for the relationship. They will work closely with individuals from all areas of U.S. Bank to resolve program issues and will also provide direction during new customer implementation and/or the incorporation of the commercial card program to facilitate their success through continued consultation and introduction of participants to their Customer Service Representatives. They will also continue to head the initiative to fully understand each customer's objectives to develop and monitor mutually determined account performance goals. Throughout the term of the agreement, Mark will conduct optimization and enhancement projects that focused on customers' program expansion and adoption of industry-wide best practices. He will also deliver account performance reviews, program updates and product enhancements.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	U.S. Bancorp continues to deliver consistent, predictable, repeatable, industry-leading financial results. Our disciplined business operations at all levels give us confidence in the commitments and decisions we make, allowing us to do what's right for our shareholders, customers and communities. We have a proven track record of success, including the best debt ratings in the banking industry. We are focused on being the most trusted choice, creating the future now, driving one U.S. Bancorp and striving for simplicity to honor our commitment to strengthen financial futures together. We are rated by the credit rating agencies Moody's, Standard & Poor's (S&P), Fitch and DBRS. Our debt ratings are provided in the following link: https://ir.usbank.com/investor-relations/financial-information/credit-ratings, and is provided in Exhibit 2, U.S. Bancorp Credit Ratings. In addition, we have attached our most recent Corporate Profile in Exhibit 3, U.S. Bank 2024 Fourth Quarter Corporate Profile. The most recent Management Assessment report and Independent Audit Opinion on internal control over financial reporting can be found in the 2024 U.S. Bancorp Annual Report, available at usbank.com/annual-reports, or the full document is available in Exhibit 4, U.S. Bancorp Annual Report 2024.	*
14	What is your US market share for the Solutions that you are proposing?	U.S. Bank is the only bank to offer a fleet-specific card that runs on its own, proprietary network. We have the payments expertise and security you can trust. The U.S. Bank Voyager Fleet Program provides a single-source solution to help you manage and control fuel and maintenance costs no matter the type of vehicles that make up your fleet. With more than 20 years of fuel card experience and an industry-leading technology platform, we have the flexibility and expertise to meet the needs and future growth of any size fleet. We manage fleet card relationships for many Federal Government agencies and we have some of the largest commercial fleet management programs in the nation, including companies in every major industry, nationwide. We will continue to serve as a leading issuer of fleet cards to the public and private sectors, and we will continue to provide superior customer service to our existing clients while targeting new business. As a current Sourcewell vendor, U.S. Bank currently supports 64 participating entities with over \$18 million in annual spend. In total, U.S. Bank supports more than 10,000 fleet card clients with 1.4 million active driver accounts, \$5 billion annual spend and nearly 82 million transactions processed in 2024. While our clients' fleets vary in size, more than 40 of our clients' programs exceed \$20 million in annual spend.	*
15	What is your Canadian market share for the Solutions that you are proposing?	U.S. Bank will fully support the Sourcewell Canadian Participating Entities with the Voyager Mastercard. The Voyager Mastercard will provide Sourcewell's Canadian Participating Entities with sophisticated purchase control and expense monitoring for their fleet and is accepted anywhere Mastercard is accepted. With a comprehensive range of available reporting tools, the program provides a complete payment solution that makes managing fleet expenses easier and more cost effective. The Voyager Mastercard offers enhanced functionality on Voyager and flexible functionality on Mastercard to assist those unexpected transactions, such as: * Remote and cross-border merchant acceptance—Coverage is critical when on the road, the Voyager Mastercard covers you wherever you are. * Parking ramps, tolls—Fleet does not always mean fuel and maintenance only; there are times when parking ramp fees or tolls are necessary to complete a driver's task. The Voyager Mastercard can support those transactions. * Hotel, food, car rental—Ever have a vehicle break down on the road when repairing it takes overnight or longer? The Voyager Mastercard will ensure your driver gets home and allows your fleet administrator to manage all the expenses efficiently.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither U.S. Bank National Association nor its affiliates and subsidiaries have filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider U.S. Bancorp, our parent company, employs more than 70,000 people. U.S. Bank Corporate Payment Systems, of which our fleet program is a part, employs approximately 1,035 people. Our staff is aligned by function, not by program; therefore, employees may support several programs in their area of expertise. Approximately 109 employees are dedicated exclusively to supporting operations for our Fleet program, but many more support the Voyager Fleet Card in the areas of technology, sales and relationship management, finance, program strategy and additional operations. All the service for the program is supported by U.S. Bank employees in the United States as the only fleet payment provider that is wholly owned and operated by a federally chartered financial institution. Not only do we specialize in banking government entities, but our Government Banking division employees have previous experience working in a variety of state and municipal offices. These resources will be applied to the Voyager Sourcewell program to increase program visibility and awareness. The Government Banking division will also have opportunities to market to Sourcewell Participating Entities through our existing community outreach and service work. We make an ongoing effort to be a good neighbor, an involved civic citizen and a caring public partner through financial support and employee volunteerism. With offices located throughout the country, we have more than 70,000 bankers within the United States. We are both your neighbors and your citizens, and we are actively engaged in developing, strengthening and energizing our communities. More information regarding delivering the products and services described in this proposal can be found in Questions 37 through 40 below.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	U.S. Bank National Association (U.S. Bank) is a national bank organized and existing under federal law (i.e., the laws of the United States). As a national bank, U.S. Bank is examined by the Office of the Comptroller of the Currency and not subject to state banking department examinations.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Nothing to disclose for U.S. Bank per due diligence.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The following are examples of national awards and recognitions presented to U.S. Bank. * World's Most Ethical Company® (Ethisphere Institute, 2015-2024) * World's most admired companies, superregional banks (Fortune, 2014-2024) * Most Powerful Women in Banking and Finance, three of our women leaders recognized (American Banker Magazine, 2022, with honorees on lists for over 10 years) * One of the 100 Best Companies for Working Parents (Seramount, 2020-2022) * Top 50 company for Diversity and Inclusion: -- Number 17 on the top 50 list -- Number 2 for Environmental, Social & Governance -- Number 2 for Philanthropy -- Number 13 for Talent Acquisition for Women of Color -- Number 14 for Asian American Executives -- Number 17 for Board of Directors -- Number 22 for Employee Resource Groups -- Number 7 for LGBTQ employees -- Number 10 for Native American/Pacific Islander Executives (DiversityInc, 2022) * America's Greatest Workplaces for Diversity (Newsweek, 2023) * Best of the best corporation for inclusion award (National Business * Inclusion Council, 2018-2022) * Best Place to Work for LGBTQ Equality (Human Rights Campaign Foundation, 2007-2022) * Best Place to Work for Disability Inclusion on the Disability Equality Index (Disability:IN, 2018-2022) * Leading Employer for Disability (National Organization on Disability, 2018-2022) * Best for Vets: Employers (Military Times, 2010-2022) * Employee resource group and council honors award for our Proud to Serve (veteran) and Spectrum (LGBTQ). BRGs (Association of ERGs & Councils, 2014-2019) * Secretary of Defense employer support freedom award (ESGR, 2013) * Above and beyond award for Proud to Serve BRG (Diversity Best Practices, 2019)								
21	What percentage of your sales are to the governmental sector in the past three years?	Governmental sector sales* percentage by year: <table><tr><td>Year</td><td>Percent</td></tr><tr><td>2022</td><td>25.6%</td></tr><tr><td>2023</td><td>27.4%</td></tr><tr><td>2024</td><td>26.7%</td></tr></table> *Please note, the sales percentages are reflective for Voyager sales only, and not reflective of all U.S. Bank government sector sales.	Year	Percent	2022	25.6%	2023	27.4%	2024	26.7%
Year	Percent									
2022	25.6%									
2023	27.4%									
2024	26.7%									
22	What percentage of your sales are to the education sector in the past three years?	Specific to the education sector*, sales percentage by year: <table><tr><td>Year</td><td>Percentage</td></tr><tr><td>2022</td><td>0.1%</td></tr><tr><td>2023</td><td>0.1%</td></tr><tr><td>2024</td><td>0.1%</td></tr></table> *Please note, most of our education sector customers participate on State of consortium contracts and that volume is included in the response to Question 23, below. While U.S. Bank is not able to provide detailed spend information for our education sector customers, we have provided some examples of our education customers currently utilizing the U.S. Bank Voyager Fleet Card program, as outlined below: California State University University of Kentucky University of Nebraska—Lincoln University of Pittsburgh University of Tennessee University of Vermont	Year	Percentage	2022	0.1%	2023	0.1%	2024	0.1%
Year	Percentage									
2022	0.1%									
2023	0.1%									
2024	0.1%									

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Name and year total volume (in millions) below: Sourcewell 2022: \$12.6 million 2023: \$17.3 million 2024: \$18.7 million State of Texas 2022: \$145 million 2023: \$138 million 2024: \$137 million State of Ohio 2022: \$32 million 2023: \$30.2 million 2024: \$32.3 million State of Nebraska 2022: \$13.1 million 2023: \$12.5 million 2024: \$13.3 million Trustees of the California State University 2022: \$639,000 2023: \$650,000 2024: \$690,000 Wisconsin Association of Independent Colleges and Universities 2022: \$117,000 2023: \$118,000 2024: \$99,000
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	This information is proprietary and confidential, and not available for distribution outside U.S. Bank

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
At the request of clients in our existing portfolio and because we receive a high volume of RFPs and reference requests, we do not provide references at this stage. Our clients view us as a trusted, dependable provider. We afford all our clients the same privacy and consideration we currently provide to Sourcewell. On our most recent Customer Relationship Satisfaction survey, our clients reported a 91% overall satisfaction rate with the Account Coordinator team. U.S. Bank is proud to maintain a Vendor Grade of A with the State of Texas Comptroller of Public Accounts as the sole provider of the Voyager fleet fuel card.	At the request of clients in our existing portfolio and because we receive a high volume of RFPs and reference requests, we do not provide references at this stage. Our clients view us as a trusted, dependable provider. We afford all our clients the same privacy and consideration we currently provide to Sourcewell. On our most recent Customer Relationship Satisfaction survey, our clients reported a 91% overall satisfaction rate with the Account Coordinator team. U.S. Bank is proud to maintain a Vendor Grade of A with the State of Texas Comptroller of Public Accounts as the sole provider of the Voyager fleet fuel card.	At the request of clients in our existing portfolio and because we receive a high volume of RFPs and reference requests, we do not provide references at this stage. Our clients view us as a trusted, dependable provider. We afford all our clients the same privacy and consideration we currently provide to Sourcewell. On our most recent Customer Relationship Satisfaction survey, our clients reported a 91% overall satisfaction rate with the Account Coordinator team. U.S. Bank is proud to maintain a Vendor Grade of A with the State of Texas Comptroller of Public Accounts as the sole provider of the Voyager fleet fuel card.
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Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	U.S. Bank Corporate Payment Systems, the U.S. Bank division that includes our fleet program, employs approximately 1,035 employees. Our staff is aligned by function, not by program; therefore, employees may support several programs in their area of expertise. We have a specialized public sector sales force of more than 30 people and the support of community bankers across the country. We also invest in educating the communities we serve and will promote the Sourcewell program to all our existing customers and to new prospects. As the only financial services provider who offers a fleet payment program, we invest our human and financial resources to help people and their communities. We have branches throughout the United States and invest ongoing in community development. This mission aligns closely with that of Sourcewell and strengthens the Sourcewell members. U.S. Bank is proud to have received an Outstanding rating from the most recent Community Reinvestment Act exam. (Source: Annual report. Community Reinvestment Act (CRA) exam by the Office of the Comptroller of the Currency (OCC) is from January 1, 2016, to December 31, 2020). As one U.S. Bank, we bring the best of our products, services and relationships to our employees, clients and communities every day. Interconnectedness is the manifestation of the one U.S. Bank approach, and it is a focus that allows us to promote the Sourcewell program across our entire banking footprint. This focus will help us deepen relationships with our public sector clients, their communities, and it will allow us to continue to offer a robust set of innovative solutions to customers via the Sourcewell program. Approximately 109 employees are dedicated exclusively to supporting operations for our fleet program, but many more support the Voyager Fleet Card in the areas of technology, sales and relationship management, finance, program strategy and additional operations. Of the 109 employees dedicated to our fleet program, a team of 30 U.S. Bank employees are dedicated to sales within the public sector. This team will promote the program to existing customers and prospects, as well as supporting local sales initiatives in the community. All the while, your Relationship Managers, Mark Hess and Beverly Wilson, remain committed to the Sourcewell fleet program and its growth. We have an active and robust social media presence that we will use to highlight the Sourcewell program and will use our public sector and community banking sales force to educate existing Sourcewell Participating Entities and prospective Participating Entities about the benefits of Sourcewell and the U.S. Bank Voyager Fleet Program. Our community and sales outreach includes our participation in local events for poli-subs, school districts and community non-profits and allows us to share information on our solutions and the Sourcewell program. We will also leverage virtual capabilities such as webinars as well to promote the program to existing customers and prospects. Community investment and impact As a financial services provider, we invest our human and financial resources to help people and the planet. You can learn more about our progress in our 2023 Corporate Responsibility Report, with a 2024 version expected later this year. Below are some key advancements we made in 2024. * \$111.2 million in corporate contributions and U.S. Bank foundations giving to nonprofits. * 312,000 volunteer hours * \$15.3 million pledged to nonprofits through annual Employee Giving Campaign. * \$1.8 million individuals received financial education * Outstanding rating received by U.S. Bank from the most recent Community Reinvestment Act (CRA) exam (Community Reinvestment Act (CRA) exam by the Office of the Comptroller of the Currency (OCC) is from January 1, 2016, to December 31, 2020;) * \$4.7 billion in renewable energy tax equity loans * \$2.9 billion in affordable housing tax equity loans One way we're contributing to communities is through growing our team that helps small businesses grow. In 2024, we doubled our number of Business Access Advisors (BAA) to 18 and expanded to six more cities. The program, launched in 2021, works to help small businesses gain access to capital, financial education and connections that can help their businesses flourish. More information regarding U.S. Bank community involvement is available in Exhibit 4, U.S. Bancorp Annual Report 2024.
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27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Currently, the Voyager Fleet program along with all other associated fleet solutions are only available through U.S. Bank. We are proud to be the only bank who owns, operates and delivers our solutions. U.S. Bank Corporate Payment Systems, the U.S. Bank division that includes our fleet program, employs approximately 1,035 employees. Our staff is aligned by function, not by program; therefore, employees may support several programs in their area of expertise. Approximately 109 employees are dedicated exclusively to supporting operations for our fleet program, but many more support the Voyager Fleet Card in the areas of technology, sales and relationship management, finance, program strategy and additional operations. Your Relationship Managers, Mark Hess and Beverly Wilson, will continue to work closely with Sourcewell to continue to grow the fleet card Program. Mark Hess, Assistant Vice President, Relationship Manager Mark Hess has worked in the financial services industry for more than 27 years, serving corporate, government and financial institution clients. He has 22 years of experience in the commercial card and payables industry at U.S. Bank. For the past 14 years as a Relationship Manager, Mark has been dedicated to serving public sector clients who utilize the U.S. Bank Voyager Fleet Card solution. He currently manages the fleet fuel card programs for state and local governments, higher education and non-profit clients. Mark has been awarded both the U.S. Bank Payment Services Pinnacle award and the U.S. Bank Legends of Possible award for outstanding performance. Mark received his B.S. degree in Business Administration at Taylor University in Upland, Indiana. Beverly Wilson, Assistant Vice President, Public Sector and Higher Education Sales Beverly has worked in the transportation industry for more than 37 years. She joined U.S. Bank in 2014 as an Over-The-Road Card Sales Consultant. She has extensive knowledge in the fuel card industry, fuel management, regulatory compliance and freight brokerage for Class 7-8 vehicles. Beverly migrated from her Over-The-Road focus to the Voyager program so she could support several special projects and add our Aviation Card program to her portfolio and experience. In her current role, she is responsible for identifying and securing new fleet business with Federal, state and local government entities, as well as higher education institutions, either directly or through political subdivisions. In addition to the support provided from your Relationship Managers, Mark and Beverly, Sourcewell Participating Entities will have a relationship team guiding them throughout the entire process. A hallmark of the way U.S. Bank does business is our consultative approach—we ask questions, listen and make program suggestions based upon our years of experience. In addition to the support you provided by Mark Hess and Beverly Wilson, your Relationship Managers, we have a highly specialized service team to guide you through the implementation of Sourcewell's Participating Entities fleet card programs and to provide superior ongoing consultation and services. The members of this team include the following roles: Account Coordinator team The U.S. Bank Account Coordinator Team will provide ongoing daily service and consultation to your Fleet Administrator. The Account Coordinators assist with all aspects of program management. Throughout the term of your contract, Account Coordinators will also evaluate your reporting needs and help to optimize your online reporting environment, as well as assist with any client-driven changes to your reporting and hierarchy options. Account Coordinators are also responsible for researching authorization declines, investigation of reconciliation or out-of-balance issues and dispute resolution. Account Coordinators leverage the expertise of internal research teams to ensure quick and accurate results. Customer Service Representatives Located in Overland Park, Kansas, our award-winning Customer Service Department provides toll-free 24/7 account assistance upon verification of personal information. Responsibilities include responding to emergency roadside assistance needs, assisting with our vendor location tools and driver support (how to use the card, assistance with over-the-limit transactions, fuel and maintenance rules, etc.). Our Customer Service Department also manages account maintenance requests such as card replacement, manual authorizations, processing lost/stolen card reports and resets passwords. Technical Support Specialists Our highly trained technical support specialists assist you with software access and provide web- or phone-based training.
28	Service force.	U.S. Bank Corporate Payment Systems, the U.S. Bank division that includes our fleet

program, employs approximately 1,035 employees. Our staff is aligned by function, not by program; therefore, employees may support several programs in their area of expertise.

Approximately 109 employees are dedicated exclusively to supporting operations for our Fleet program, but many more support the Voyager Fleet Card in the areas of technology, sales and relationship management, finance, program strategy and additional operations. U.S. Bancorp, our parent company, employs more than 70,000 people

U.S. Bank Voyager has two options for customer support: our award winning and SOC-certified 24/7 Customer Service Center and the Voyager portal.

Customer Service Center

U.S. Bank Voyager Fleet Card Program Customer Service Representatives are available to assist Participating Entities with any account issues 24/7. Because our toll-free number is listed on the back of every card issued, you can take comfort in knowing that your drivers have 24/7 access to live Customer Service Representatives for all emergency authorization and roadside assistance needs.

Our Customer Service Center is structured into three tiered groups to ensure focus on appropriate areas of customer need:

- * Authorization team—Representatives at the first level who are specifically trained to handle authorization calls/requests from drivers.
- * Account Coordinator team—Representatives with additional training to assist with issues such as card maintenance and reporting (non-dedicated).
- * Key Account Coordinators—Representatives with additional training to assist with issues such as card maintenance and reporting.

Other services available by dialing our toll-free number include:

- * 24/7 fuel and maintenance authorization
- * 24/7 emergency roadside assistance (out of gas, lock outs, tire repair, towing, etc.)
- * 24/7 assistance for locating fuel and maintenance locations
- * 24/7 driver support (how to use the card, assistance with over-the-limit transactions, fuel and maintenance rules, etc.)
- * Full account maintenance (card, vehicle, driver, billing, limit requests, etc.)

Voyager portal service features

Complete and total functionality is also available to a user's setup in the Voyager portal's web-based secure system:

- * A Program Administrator is established during the implementation process. Typically, this Administrator has the master login and password for the account and can administer user IDs and passwords for the organization on an ongoing basis.
- * During implementation we request a listing of the individuals who would need access to the Voyager portal and the tasks they will complete, along with the hierarchy level access they need. We will then set the users up with a username and password in the system, assisting your Fleet Administrator during the implementation process.
- * The system requires users to change their passwords every 90 days to a unique password that the user has not used before.
- * The tasks that a user will be able to perform are based on the functionality that the Administrator allows, such as the ability to add/update/delete information or just run reports. This can be limited to specific hierarchical levels established in the system. Some of the functions they can perform are:
- * Set up and update cards, drivers and vehicles
- * Dispute transactions online
- * Enable drivers to fuel at a site when limitations have been reached
- * Identify cards issued in the field down to hierarchical levels
- * Identify vehicles and drivers setup, down to hierarchical levels
- * View, print and download 45 predefined and customizable reports

Support structure

We provide several additional layers of support to Sourcewell, including:

- * The Relationship Manager facilitates implementation of your fleet card program and provides you with ongoing consultation for program updates, product enhancements and account performance.
- * The dedicated Account Coordinator provides ongoing daily servicing support to you, including card processing and changes.
- * The Voyager portal technical group provides a live representative to assist with setup, training and questions regarding the Voyager portal.

Escalation point of contact sheet

Sourcewell's Participating Entities will be given an Escalation Point of Contact sheet for any issues that our 24/7 Customer Service Representatives or our Account Coordinator cannot resolve. Any issue can be escalated to the upper management of U.S. Bank, and from top to bottom, we pledge to work quickly and diligently to resolve any issues that may arise.

		Authorization procedures U.S. Bank adheres to standard authorization procedures. All electronic sales will be authorized online in real-time against our positive file. Transactions that violate the restrictions established by the authorization controls will be denied at the point-of-sale. Authorization assistance is available 24/7 through our toll-free Customer Service hotline.	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Participating Entities will request participation through the Sourcewell website and via outreach directly to U.S. Bank via website or email. The U.S. Bank sales team will provide each participating entity a Co-Branded Voyager Sourcewell Application for completion and a Customer Information Questionnaire. These documents are required by the U.S. Department of Treasury requirement for all bank and financial institution accounts to be completed and submitted for processing. The U.S. Bank sales, contracting and compliance teams will review and track progress of the documents and where needed, seek additional information from the participating entity. Upon credit approval, an Implementation Manager will be assigned to the account and work with the Entity in Completing the set-up documents based upon the customers desired account settings and will build the account once all paperwork is received and will ship the cards to the Entity for distribution.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As we look forward to supporting Sourcewell's Fleet Program, you will continue to have two options for the U.S. Bank Voyager Fleet Card program: our award winning and SOC certified 24/7 Customer Service Center and the Voyager portal. U.S. Bank Voyager Fleet Card Program Customer Service Representatives are available 24/7 to assist Sourcewell with any account issues. Because our toll-free number is listed on the back of every card issued, Sourcewell's Participating Entities can take comfort in knowing that drivers have 24/7 access to live Customer Service Representatives for all emergency authorization and roadside assistance needs. Other services available by dialing our toll-free number are: * 24/7 fuel and maintenance authorization * 24/7 emergency roadside assistance (out of gas, lock outs, tire repair, towing, etc.) * 24/7 assistance for locating fuel and maintenance locations * 24/7 driver support (how to use the card, assistance with over-the-limit transactions, fuel and maintenance rules, etc.) Between the hours of 7 a.m. and 7 p.m. CT, our Customer Service provides: * Full account maintenance (card, vehicle, driver, billing, limit requests, etc.) * Transaction dispute resolution assistance * Technical support The Voyager portal also provides 24/7 access and support for online account maintenance, reporting and billing information. Provided below is a summary of the service performance commitments used by our Customer Service Representatives and MIS department. We meet these service benchmarks more than 99% of the time. * Basic assistance—Available 24/7 to respond to account inquiries and issues, and for notification of billing disputes. * Telephone service (monthly average)—Answer at least 80% of all incoming calls within 40 seconds. Allow no more than 4% of incoming calls to be abandoned from queue. * Card applications—Applications will be processed within three days (or one day for rush applications). * Card production (including emergency replacement of lost or stolen cards)—New account cards mailed within three business days. Replacement and additional cards mailed within three business days. Cards requested on an emergency basis mailed the same day as requested if request is received by 2 p.m. CT on business days. * Daily data download—If Sourcewell or Sourcewell's Participating Entities receives a data file of all card transactions for employees, the file will be available for download on the requested date no later than 4 p.m. CT * Statement delivery—Statements are delivered electronically via the Voyager Portal within 48 hours. We believe that our service quality leads the industry, and we are happy to share additional details regarding these commitments as U.S. Bank progresses in the selection process.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Sourcewell participants in the United States, Canada and Puerto Rico have access to the U.S. Bank Voyager Fleet Card program. Participating Entities outside the United States can enjoy acceptance anywhere Mastercard is accepted with the Voyager Mastercard solution. As an incumbent Vendor to Sourcewell's Fleet Card Program, your Participating Entities currently have and will continue to have access to more than 320,000 major and regional fuel and maintenance locations in all 50 states and Puerto Rico, with new sites added daily. Drivers can experience seamless transactions at private fueling sites, truck stops, electric vehicle charging stations, maintenance providers and service locations. Of those merchants, approximately 180,000 are fuel merchants, which represent 97% of all accepting fuel merchants in the United States. The Voyager Acceptance Locator is a web-based tool that provides card users with detailed merchant and service information for all locations that accept the U.S. Bank Voyager Fleet Card. In addition to pinpointing locations, the locator identifies the average fuel price in the search area as well as the lowest cost fuel providers. We have established strategic relationships with all the major oil companies and regional fueling locations across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	For participating entities in Canada, we offer the U.S. Bank Voyager Mastercard, which offers expanded fleet and some travel capabilities that combines corporate travel, purchasing and fleet card capabilities. The Voyager Mastercard offers the above enhanced functionality on Voyager and flexible functionality on Mastercard to assist those unexpected transactions, such as: * Remote and cross-border merchant acceptance—Coverage is critical when on the road, the Voyager Mastercard covers you wherever you are. * Parking ramps, tolls—Fleet does not always mean fuel and maintenance only; there are times when parking ramp fees or tolls are necessary to complete a driver's task. The Voyager Mastercard can support those transactions. * Hotel, food, car rental—Ever have a vehicle break down on the road when repairing it takes overnight or longer? The Voyager Mastercard will ensure your driver gets home and allows your fleet administrator to manage all the expenses efficiently.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	U.S. Bank can fully service all geographic areas within the United States and Canada. Voyager collaborated with Mastercard to expand our acceptance network to include approximately 168,000 fueling and 416,000 maintenance locations. The Mastercard alliance also expands acceptance to travel merchants (e.g., hotels, dining, car rental, etc.). This on-demand capability offers flexibility to over the road and cross-border drivers as well as handling unexpected or emergency expenses, such as an overnight stay while a vehicle is repaired or for a fuel transaction across the border in Canada or Mexico. The Voyager Acceptance Locator is a web-based or mobile tool that provides card users with detailed merchant and service information for all locations on the Voyager Network accepting the Voyager Fleet Card. In addition to pinpointing locations, the locator identifies the average fuel price in the search area as well as the lowest cost fuel providers. The Voyager Acceptance Locator pinpoints the merchant's location, fuel prices and other information based on the user's search criteria and generates an interactive map that offers driving directions and compares merchant locations to the average fuel price in the search area. The Voyager Acceptance Locator may be accessed at: voyager.usbank.com/app/public/merchantLocator.do. A sample of the merchant locator is provided in Exhibit 5, U.S. Bank Voyager Acceptance Locator Sample.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	As a current Sourcewell vendor, we will continue to provide service anywhere the U.S. Bank Voyager Fleet Card or Mastercard is accepted. In addition, any Sourcewell Participating Entity will have full access to U.S. Bank solutions. We will work with Sourcewell Participating Entities to establish a credit limit that allows the flexibility to meet business needs without exposing either U.S. Bank or Sourcewell participating entities to substantial financial risk. We will establish a maximum extension of credit for each type of card based upon our analysis of anticipated charge volume, our analysis of your financial statements and other pertinent information, as required by applicable federal lending laws, banking rules and regulations and our credit policy.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating Entities in Hawaii and Alaska would not experience any restrictions. They will have access to our comprehensive merchant locator to find detailed merchant location and service information for all Voyager accepting locations. Cardholders have access in every ZIP code at retail and private fueling sites, truck stops, electric vehicle charging stations, maintenance providers and service locations. It's also accepted on the Mastercard network. The Voyager Acceptance Locator may be accessed at: https://voyager.usbank.com/app/public/merchantLocator.do, a sample of the Acceptance Locator is provided in Exhibit 5, U.S. Bank Voyager Acceptance Locator Sample.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, U.S. Bank is nationwide in the U.S. and can contract with any legal entity within the U.S., from a fleet perspective.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have provided financial services to government entities for over a century. Our extensive work with organizations of all shapes and sizes gives us a unique perspective in meeting the public sector's requirements that currently meet the needs of more than 5,300 states, cities, counties, towns, school districts and other governmental or public organizations. As an incumbent Vendor to Sourcewell, U.S. Bank will initiate the marketing strategy with work already completed and previously provided tools. We will collaborate with Sourcewell to deliver an enhanced, updated and comprehensive plan that includes expanding the existing website (https://www.usbank.com/splash/corporate-payments/transportation/sourcewell.html) dedicated exclusively to the Voyager-Sourcewell partnership program. The site features multiple tools to support both the implementation and ongoing program growth and optimization. We will maintain the existing materials like the brochure we created for this program and will provide additional product and service overviews, engagement plans, toolkits – for training, servicing and implementation – customized communication templates and collateral, technical integration resources, best practices, white papers, videos and webinars that promote the program. We will also include an opportunity for interested clients and prospects to subscribe to our quarterly fleet-specific thought leadership newsletter (initiating April 2025) while also offering access to the archive of previous publications. The U.S. Bank Voyager website will also provide templates Sourcewell organizations can use to communicate information about the U.S. Bank Voyager Fleet Card Program. These templates will include messaging to support the transition to a new program and provide managers and drivers with the information they need to quickly drive adoption and usage. U.S. Bank offers a designated sales team specific to this program responsible for prospecting and managing onboarding. This team will be available to help interested entities with questions about the program features, benefits, systems and processes as well as help with applications and gathering required documentation if questions arise. We have appointed Beverly Wilson to serve as a sales manager and liaison between U.S. Bank Voyager and Sourcewell. Beverly will market and solicit the Voyager Fleet and Maintenance Program(s) for each participating entity on the Sourcewell contract. Another essential service she will provide is conducting webinars to educate potential Sourcewell participants on the benefits and advantages of the programs that Voyager offers. She will provide the essential contractual paperwork necessary to streamline the onboarding process and will serve as a resource for the participants from the onboarding to implementation processes. Not only do we specialize in banking government entities, but our Government Banking division employees have previous experience working in a variety of state and municipal offices. These resources will be applied to the Voyager-Sourcewell program to increase program visibility and awareness. The Government Banking division will also have opportunities to market to Sourcewell clients through our existing community outreach and service work. We make an ongoing effort to be a good neighbor, an involved civic citizen and a caring public partner through financial support and employee volunteerism. With offices located throughout the country, we have more than 70,000 bankers within the United States. We are both your neighbors and your citizens, and we are actively engaged in developing, strengthening and energizing our communities. Additional information regarding proposed activities has been provided in responses to the following questions.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As with our overall partnership marketing plan, U.S. Bank Voyager proposes that we begin with what has already been created as part of the existing contract. We will build upon by that with monthly or quarterly (based on Sourcewell's preference) social media posts sponsored by U.S. Bank that explain our current relationship, benefits available to prospective clients who are interested in joining the program and success stories outlining achievements we have gained with our current client base. Our LinkedIn and X (formerly Twitter) channels are used to help connect fleets to the latest articles, announcements, videos and other resources that support a broader understanding of fleet management, and we will draw upon these resources to serve Sourcewell. The U.S. Bank team is excited to continue our partnership with Sourcewell in providing a comprehensive fleet card solution to your Participating Entities. In addition to our social media posts, we publish a quarterly newsletter dedicated to the fleet industry. Sourcewell is welcome to subscribe and use the industry thought leadership newsletter within the publication to engage with your customers. As mentioned above, a link to the newsletter registration page will be provided on the website dedicated to our shared program. Any digital marketing activities conducted as part of our partnership marketing plan will include links and references to these resources as well. We will also work with Beverly Wilson, the Sourcewell program Sales Manager for U.S. Bank, and an internal lead generation team to provide an outreach campaign via phone and email, upon approval. U.S. Bank Voyager also currently provides content to support the public sector on https://usbank.com/corporate-and-commercial-banking/industry-expertise/public-sector.html. Finally, as an industry leader, U.S. Bank has a variety of marketing tools utilized to help us serve our clients and grow our business. However, as a highly regulated provider to a broad spectrum of public sector clients, we are limited in how we can use technology and digital data for marketing purposes. U.S. Bank Voyager also participates and presents regularly at various industry conferences and tradeshows such as the Government Fleet Expo and Conference, the National Conference of State Program Administrators and the NAFA Fleet Management Association's annual Institute & Expo (I&E).	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	As Sourcewell does today, a link to the cooperative purchasing option will be included in the services and programs provided on the Sourcewell electronic marketplace website and will be promoted by your customer account managers. In addition, U.S Bank Voyager anticipates receiving contact information for existing participating entities and for prospects on an ongoing basis. We can incorporate those contacts and leads in the marketing activities we have described throughout our response. Further, we expect that Sourcewell will continue to be a resource for your participating members and provide your prospects that express an interest in our shared program with contact information for the U.S. Bank Voyager Sourcewell Sales Management team, headed by Beverly Wilson.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As a highly regulated financial institution, U.S. Bank does not currently offer an e-procure process for onboarding new customers. As Sourcewell does today, a link to the cooperative purchasing option will be included in the services and programs provided on the Sourcewell electronic marketplace website and will be promoted by your customer account managers. Please refer to Question 29 above for more information regarding the ordering process.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our comprehensive training tools and resources are designed to give your Fleet Administrators the knowledge they need to effectively use the Voyager Platform. Experienced adult-learning professionals who understand the needs of our clients have developed our training tools and resources based on proven best-practices. The types of training resources we offer include: * Interactive content -- Getting started ** Introduction and Key Concepts ** My Profile ** Enhance Security -- Create, Schedule and Share Reports -- Account Authorization Limits -- Create and Maintain Vehicles -- Make Online Payments -- Transaction Management -- Maintenance Solution Fleet Manager Tasks -- Data Analysis -- Search for Accounts and Organizations -- Dispute Transactions -- Create and Maintain Cards -- Create and Maintain Drivers -- Use Your Voyager Mastercard and Voyager Fleet Card -- Maintenance Solution Business Rules Written documentation More than two dozen specific step-by-step instructions in comprehensive user guides and easy-to-use quick reference guides to help Fleet Administrators perform their jobs. Live instructor-led virtual training Fleet Administrators can register for a live, virtual orientation via a link within the web-based training website. The class runs for approximately 90 minutes and covers Fleet Administrator tasks, including these topics: * Explain how accounts are tied * Find hierarchies to associate * Find all tabs and navigate the system * View and update your profile * Search for accounts and organizations * View statements * Access Message Center * Be aware of the mobile apps * Find resources * Explain reporting, including create, save, run and schedule reports While there are no costs associated with training, please refer to Exhibit 6, Voyager Financial Proposal for a complete list of potential fees related to the U.S. Bank Fleet Program.
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42	Describe any technological advances that your proposed Solutions offer.	Our investments in technology are as follows: * Voyager+—The Voyager+ program is designed for fleets utilizing mixed class vehicles. For Over the Road drivers, the Voyager+ card provides flexibility for back court commercial diesel transactions as well as front court retail transactions where Voyager is accepted. * Voyager Application Program Interface (API)—Provides visibility into your fleet program by helping you to better manage your drivers and vehicles. With U.S. Bank Voyager APIs, you can increase your visibility with controls and access to real-time data. -- Voyager Transaction API—Fleets can get real-time transaction updates from authorization to payment for all fuel, maintenance and service purchases. This information can then be integrated with other details including those from telematics and other fleet management systems, giving you powerful and actionable insights into your fleet operations. -- Voyager Account Management API—Allows fleets to directly manage accounts in real-time instead of waiting for daily batch files to run or taking the time to contact customer service. Fleets can integrate API into your own system, such as Customer Relationship Management (CRM) or Fleet Management applications, to perform card create and edit card controls, including cancelling and suspending cards in real-time. * Voyager Data Analytics—Offers actionable business intelligence and data mining through advanced data analytical tools. A user-friendly dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights. It offers a powerful ad hoc analytical tool to access and analyze large, complex data to reveal correlations, patterns and trends. Major features include: -- Predefined and customizable dashboards that allow users to access information specific to their needs, easily and quickly. The dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights. -- Data filtering, drill-down/up, calculations, sorting of complex datasets, etc. -- Powerful tool to access and analyze large complex Voyager data to reveal correlations, patterns and trends. -- Interactive analytical tools for users to create their own ad-hoc Insights and data analysis. -- Visualization capabilities to assist advanced and untrained end users to easily identify patterns and trends. -- Our DEI (Diversity, Equity and Inclusion) spend analysis provides fleets with insights to track and manage their supplier diversity spend. DEI insights provide key metrics to help fleets meet their ESG (Environmental, Social and corporate Governance) programs. -- The Carbon Footprint Dashboard within our Data Analytics module provides a concise overview of carbon emissions associated with fuel usage. It visualizes the environmental impact of various fuel types, helping stakeholders identify opportunities for reducing carbon footprint and promoting sustainability. However, we do not provide certifications for environmental credits. Investing in technology also means investing in our platform core to make sure we provide the best user experience; currently we are rewriting all navigation paths with responsive web design formatting to ensure they render properly whether it is used on a computer, tablet, or mobile device.
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	U.S. Bank embraces our responsibility to be a good steward of our natural resources. We implemented a continuous improvement approach to protecting our planet, which includes: * Developing less resource-intensive business practices. * Creating opportunities for financial products and services that incorporate reduced ecological impact. * Investing in environmentally beneficial business opportunities. * Engaging and educating employees and customers. * Adopting new technologies, such as renewable resources, that continue to reduce our carbon footprint. In 2008, we finalized our first Environmental Policy to ensure our standards and practices contribute to a sustainable environment. A company-wide Environmental Working Group comprised of key business line leaders meets regularly to evaluate environmental initiatives and activities across the organization. Our environmental programs manager coordinates our daily, enterprise-wide efforts to ensure we are an ecologically responsible corporate citizen and to raise customers' and employees' awareness of their impact on the planet. As of year-end 2019, we had invested more than \$22 billion in environmentally beneficial and profitable business opportunities. This comes in the form of investments in and loans to renewable energy projects, LEED certified construction, energy efficient upgrades in low-income housing projects and many other efforts. We approach sustainability by integrating green business behaviors into our daily work practices, as well as our products and services. Unlike special programs that tend to come and go, our goal is to weave sustainability into the fabric of our culture. We continuously work toward improvement. This is a long-term commitment, and comprehensive solutions will not occur overnight. Below are just a few of our more recent initiatives: * Started using ENERGY STAR® Portfolio Manager to help identify additional energy efficiency opportunities at our owned and operated facilities, to track and measure our environmental initiatives, and to leverage best practices. * Continuing to follow sustainable principles in the design of our new facilities with plans to maintain this focus in the future. * Launched DepositPoint, which allows customers to deposit checks online, thereby saving fuel and paper. * Created an eReceipt option for our customers, helping reduce the use of paper. * Installed solar arrays at several sites in California and Missouri. We continue to pursue these types of opportunities where feasible. For more information, please visit usbank.com/community/environmental-sustainability.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	U.S. Bancorp is a member of several industry groups, such as the American Bankers Association, the Environmental Bankers Association and the Bank Policy Institute. We are also members of several ESG-focused organizations, such as Boston College Center for Corporate Citizenship and Business for Social Responsibility. For additional information, refer to Exhibit 7, U.S. Bancorp Corporate Responsibility Report. At U.S. Bancorp, we care deeply about meeting our stakeholders' needs, promoting sustainable business practices and supporting economic growth. To further these objectives, we seek to embed strong management of environmental, social and governance (ESG) aspects into our business strategy and risk management efforts while keeping mindful of our broader corporate responsibility to the health and prosperity of the communities in which we do business and those touched by our products and services. We believe these objectives and concerns are integral to our long-term success. U.S. Bancorp has been committed to transparency in our environmental activities for many years. While managing our environmental footprint is not new for U.S. Bancorp, we recognized an increased need to address climate change and enhanced expectations for transparency about those efforts. As an initial step toward meeting those expectations, we shared a series of climate-related goals in November 2021: * Net zero greenhouse gas (GHG) emissions by 2050 * 100% renewable electricity in U.S. Bancorp operations by 2025 * Environmental finance goal of \$50 billion by 2030 To ensure that our goals aligned with emerging best practices, in 2021, we committed to aligning future disclosures with the TCFD recommendations and joined the Partnership for Carbon Accounting Financials (PCAF), thereby committing to measure and disclose our financed emissions using PCAF standards. For more information, visit usbank.com/sustainability to view our TCFD, CDP and Corporate Responsibility Reports. Please refer to Exhibit 8, U.S. Bancorp Environmental and Social Risk Policy Statement for information regarding our corporate responsibilities.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	U.S. Bank offers the flexibility and expertise that clients require to satisfy current fleet card needs and future growth. We distinguish our offering with the advantages that have fueled our success: our industry-leading expertise, the unrivalled depth and breadth of our product set and innovative tools that help you achieve your goals faster. Expertise We have worked with organizations for fleet card programs in every major industry

nationwide, as well as many states and U.S. Federal Government departments and agencies. In working with U.S. Bank, Sourcewell is choosing a provider who emphasizes top performance in every aspect of your program. Over the last 20 years, we have developed and refined key methodologies for ensuring your satisfaction with our service. Our relationships with clients, as well as those with oil companies and fuel and maintenance providers have shaped the U.S. Bank Voyager Fleet Card into a comprehensive, cost-effective fleet payment solution.

* Relationship management—Anchoring the Sourcewell team will be the professionals dedicated to your program, including a Relationship Manager, who fulfills a strategic and consultative role, and a team of Account Coordinators, who are focused on day-to-day concerns. Additional service elements include an in-house domestic customer service call center and an actively engaged Vice President.

* Program management approach—Strategic account management is critical to the success of our relationship. We have developed a model for expedient implementation of your program, followed by periodic analysis, to ensure that you are meeting your goals for cost reduction, revenue sharing and process improvement.

Product depth and breadth

We offer a combination that truly makes us unique: a broader payment product spectrum and more diverse financial services.

* Fleet offerings—The Voyager, Voyager+ and Voyager Mastercard Fleet Card Program(s) will help streamline and enhance your fueling and maintenance processes, including policy compliance, transaction monitoring and management and security. By relying on our array of fuel and maintenance solutions, you can minimize costs and financial risk. Some of the features available include:

- Unsurpassed Voyager merchant acceptance with locations in every zip code across the United States, including retail, cardlock and truck stop sites for backcourt transactions.
- 100% Voyager Level III fleet data capture.
- Sophisticated purchase control and expense monitoring features that reign in excess spending on fuel and maintenance transactions.
- Each account can be assigned to individual drivers, vehicles or entire organizations.
- Flexible maintenance policy assignments with workflow features to control and streamline repair order processing.
- Federal and state tax exemption for all government entities on all sales of Voyager gasoline, diesel, E85, kerosene, aviation gas and aviation grade kerosene.
- Flexibility of Mastercard merchant acceptance where Voyager is not available.

* Voyager Data Analytics—Offers actionable business intelligence and data mining through advanced data analytical tools. A user-friendly dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights. It offers powerful ad hoc analytical can reporting tool to access and analyze large complex data to reveal correlations, patterns and trends. Our Diversity, Equity and Inclusion (DEI) provides fleets with insights to track and manage their supplier diversity spend. DEI insights provide key metrics to help fleets meet their environmental, social and corporate governance programs. Major features include:

- Predefined and customizable dashboards that allow users to access information specific to their needs, easily and quickly. The dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights.
- Data filtering, drill-down/up, calculations, sorting of complex datasets, etc.
- Powerful tool to access and analyze large complex Voyager data to reveal correlations, patterns and trends.
- Interactive analytical tools for users to create their own ad-hoc Insights and data analysis.
- Visualization capabilities to assist advanced and untrained end users to easily identify patterns and trends.
- Our DEI spend analysis provides fleets with insights to track and manage their supplier diversity spend. DEI insights provide key metrics to help fleets meet their Environmental, Social and Corporate Governance (ESG) programs.
- The Carbon Footprint Dashboard within our Data Analytics module provides a concise overview of carbon emissions associated with fuel usage. It visualizes the environmental impact of various fuel types, helping stakeholders identify opportunities for reducing carbon footprint and promoting sustainability. However, we do not provide certifications for environmental credits.

* Commercial payment products—No commercial card issuer can offer as broad a product set as U.S. Bank. We offer a wide array of solutions from traditional commercial card products (e.g., purchasing cards, corporate travel cards and one cards) to more specialized solutions (e.g., U.S. Bank Freight Payment, U.S. Bank Multi Service Aviation Card, managed spend cards and U.S. Bank Virtual Pay). We have the solutions to meet your payment needs. Our product breadth dramatically expands the diversity of solutions Sourcewell will be able to utilize, bringing increased opportunities for improved efficiencies, better data and reduced payment processing expenses.

* Banking services—Beyond commercial payment products, U.S. Bank is a full-service commercial bank, delivering a comprehensive suite of financial products, including credit facilities and participation, cash collection and disbursement services, corporate trust services, workplace banking, co-brand credit cards, equipment leasing and more. Multiple-product relationships are centralized through one Relationship Manager, who is responsible for identifying your needs and presenting solutions with the help of product experts.

Tools

A powerful system that leverages the efficiency of fleet cards is critical to your success. The Voyager portal, our proprietary web-based system for program management and reporting, is the leading fleet management system available in the market.

* Ease of use—We continuously review screens and processes within the portal to improve user experience, create efficiencies, new functionality and data insights. Ensuring navigation is intuitive and the system is designed with responsive web design formatting to render properly whether it is used on a computer, tablet or mobile device. Clients are consistently impressed by how quickly their users are operating the system.

* Client input—We factor in client suggestions using a system we designed for tracking input, which then feeds into our product development methodology. The result is new functionality prioritized by those enhancements that make the most difference for our clients.

* Quick to evolve—We created the Voyager portal in-house and a dedicated design team continues to enhance it today.

* Voyager API—Provides visibility into your fleet program by helping you to better manage your drivers and vehicles. With U.S. Bank Voyager APIs, you can increase your visibility with controls and access to real-time data.

Electric vehicle charging acceptance

We have added ChargePoint and EV Connect to the Voyager Network, adding thousands of electric vehicle charging stations across the United States. These locations bring electric vehicle charging to more people and places than ever before with the largest and most open charging network in the world. Voyager has several partners who design, build and support the technology that powers an EV network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people who choose to drive electric.

Tax exempt processing

U.S. Bank Voyager is legally able to take a universal position as the Ultimate Vendor on Federal gas and diesel tax exemptions only; Voyager cannot process any exemptions on sales tax. This means that if a Voyager entity/customer is exempted from Federal gas or diesel, Voyager will exempt those taxes automatically and net them from Sourcewell's billing statement without any involvement from the merchant.

Similarly, we can work within specific state guidelines, but U.S. Bank Voyager is not considered an Ultimate Vendor in every state. Because we hold this role in the states of AK, AL, ME, MI, IN, NC, NJ, SC, and TN, we can exempt state excise taxes for tax-exempt entities in the same manner that we do for eligible Federal Excise Tax exemptions described above. In every other state that was not listed, U.S. Bank does not have the role of an Ultimate Vendor, meaning the responsibility for tax exemption lies with the merchant. As such and due to business limitations, Voyager is constrained to work with fuel merchants who may or may not voluntarily allow for a state excise tax exemption for tax-exempt entities at the point of sale. If so, Voyager can administer the tax exemption via the Voyager F900 mainframe and billing system but cannot fund the exemption. Voyager can only administer these calculations for our customers if given permission by the merchant via a weekly merchant update file provided by Sourcewell. The merchant has the right to participate in the tax-exempt program or place the responsibility back on Sourcewell.

The weekly site file contains the following information: participant identifier code, merchant name, merchant ID number, merchant address (with city, state and ZIP) and merchant tax indicators. Indicators used to identify taxes include the following types: state motor fuel excise, state diesel, state secondary motor fuel and state sales tax. Including a "Y" in the fields associated with these indicators gives Voyager permission to calculate the tax exemption pertaining to the customer using that individual location. If the field contains an "N", Voyager will pass the transaction through the system with tax included, putting the responsibility back on Sourcewell for obtaining a refund.

Our customers always have the right to use another location that does participate in the tax-exempt program. U.S. Bank Voyager can provide support by providing explanations of the process to the merchant, if they are confused and/or upon request from Sourcewell. However, U.S. Bank Voyager will not be responsible for calling merchants that do not currently participate to solicit participation.

Further, some merchants who use an independent processor to communicate their transactions to Voyager will not have the capability to support the process described above because of restrictions on passing the data put in place by the processor. Finally, some participants simply choose not to participate.

Please also note that Voyager is unable to charge the tax-exempt amount once a transaction has posted to our mainframe. We can adjust the indicators moving forward, but only if given permission by the merchant.

Discount strategy

* Voyager has extensive experience in identifying the lowest cost fuel merchants prior to evaluating the financial impact of a pre-negotiated discount at a specific brand or location.

* Voyager provides daily fuel management support including securing national and local fuel

discounts to the largest ecommerce company in the world.

- * Voyager can assist drivers with locating low-cost fuel locations to reduce overall local price volatility.
- * Voyager saves driver's time by providing various mobile app filters including UNL and DSL options.
- * The big oil brands (Tier 1) are typically 7 to 15 cents higher on average per gallon so moving drivers to Tier 2 brands can immediately impact overall fuel expenses.

How the discount program works:

- * Sourcewell provides 30 days of initial data (brand, PPG, product, gallons, address and postal code) on current fueling transactions.
- * Voyager identifies the lowest cost fuel merchants for each of Sourcewell's regions or operating areas.
- * Sourcewell's pre-negotiated discount sites are taken into consideration when determining the lowest cost fuel locations.
- * Low-cost merchants are displayed in Voyager's mobile app for all drivers.
- * All transactional data is displayed in voyager.usbank.com for ongoing data analytics.
- * Constant collaboration with Sourcewell's fleet administrators on best practices to reduce fuel costs.

46	Explain and demonstrate the capabilities of tools offered for fleet data analytics, integrated telematics, datafile transfer and validation, private site fueling solutions, fleet technology interfaces, and any other value added offerings.	Voyager Data Analytics offers robust business intelligence analytics and data visualization through our enhanced reporting offering. Comprehensive insight can empower Sourcewell to make better business decisions through actionable data intelligence to reduce costs and better manage expenses, achieve greater operational efficiencies, improve purchasing decisions and reduce risks of fraud. Data Analytics utilizes enhanced data mining to help you visualize patterns and trends to unravel anomalies and assist with identifying unusual spending patterns and monitoring transactions for potential misuse, waste and abuse. Major features include: * Predefined and customizable dashboards that allow users to access information specific to their needs, easily and quickly. The dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights. * Data filtering, drill-down/up, calculations, sorting of complex datasets, etc. * Powerful tool to access and analyze large complex Voyager data to reveal correlations, patterns and trends. * Interactive analytical tools for users to create their own ad-hoc Insights and data analysis. * Visualization capabilities to assist advanced and untrained end users to easily identify patterns and trends. * Our DEI (Diversity, Equity and Inclusion) spend analysis provides fleets with insights to track and manage their supplier diversity spend. DEI insights provide key metrics to help fleets meet their ESG (Environmental, Social and corporate Governance) programs. * The Carbon Footprint Dashboard within our Data Analytics module provides a concise overview of carbon emissions associated with fuel usage. It visualizes the environmental impact of various fuel types, helping stakeholders identify opportunities for reducing carbon footprint and promoting sustainability. However, we do not provide certifications for environmental credits. Technological convergence To better prepare for controlling costs in areas that include fuel, maintenance, safety, regulation and fraud, fleet card programs are craving the combination of multiple telematics technologies, including GPS tracking, On-Board Diagnostics (OBD) and electronic logging devices (ELDs). The 2015 highway bill, along with mandates around EMV and ELD, are heavily influencing this trend. One example is the mandate to move from paper logs to less error-prone digital versions, which is playing into the market for GPS systems. In response, Voyager is executing its data-sharing and relationship strategy with a scalable data portal for telematics providers to use our existing transaction detail via API. By combining this real-time GPS tracking with Voyager Fleet Card transaction details, fleets gain access to actionable data to positively impact driver behavior and reduce expenses. Data File Transmission We will work closely with you to meet your requirements for transaction data transmission. We have successfully integrated our solutions with all major fleet management systems. We will deliver transaction files to your Voyager portal secure inbox or via secure FTP. In addition to standard ASCII or Excel files, you can setup custom transaction reports and schedule daily, weekly, bimonthly or monthly file delivery. Custom reports are available in PDF, Excel, CSV and Tab Delimited formats. Onsite bulk fueling Clients with bulk fuel facilities can improve control of their fuel operations with the U.S. Bank Voyager. Since the Voyager card includes private site acceptance, bulk fuel transactions are authorized using the same robust controls available for retail transactions, which allows for combined rules for all spend volume at retail and private sites. Private site transactions will be included in your Voyager transaction file(s) and in your reporting. Technology Interface * Voyager API—Provides visibility into your fleet program by helping you to better manage your drivers and vehicles. With U.S. Bank Voyager APIs, you can increase your visibility with controls and access to real-time data. – Voyager Transaction API—Fleets can get real-time transaction updates from authorization to payment for all fuel, maintenance and service purchases. This information can then be integrated with other details including those from telematics and other fleet management systems, giving you powerful and actionable insights into your fleet operations. – Voyager Card and Asset Management APIs—Allows fleets to directly manage cards, drivers and/or vehicles in real-time instead of waiting for daily batch files to run or taking the time to contact customer service. Fleets can integrate API into your own system, such as Customer Relationship Management (CRM) or Fleet Management applications, to perform card controls, including cancelling and suspending cards in real-time.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Not applicable.	*
48		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Not applicable, U.S. Bank is not a minority business enterprise	*
49		Women Business Enterprise (WBE)	☐ Yes ☒ No	Not applicable, U.S. Bank is not a Women Business Enterprise.	*
50		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Not applicable, U.S. Bank is not a Disabled-Owned Business Enterprise.	*
51		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Not applicable, U.S. Bank is not a Veteran-Owned Business Enterprise.	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Not applicable, U.S. Bank is not a Service-Disabled Veteran-Owned Business.	*
53		Small Business Enterprise (SBE)	☐ Yes ☒ No	Not applicable, U.S. Bank is not a Small Business Enterprise.	*
54		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Not applicable, U.S. Bank is not a Small Disadvantaged Business.	*
55		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Not applicable, U.S. Bank is not a Women-Owned Small Business.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	We offer billing cycle dates on any day of the month. Payments are due within 25 days of the statement date. U.S. Bank accepts the following forms of payment: * Electronic funds transfer (EFT)—We can accept a variety of electronic payments, including EDI and ACH. By using ACH, funds and remittance information will be routed through your cash management bank to U.S. Bank and applied directly to the account. Electronic payment offers the greatest payment efficiency for central payment to multiple accounts. * Check—We accept traditional check payments. * Online ePay—Users can set up bank account information to pay online through ACH. Account information can be saved for reoccurring monthly payments.	*

57	Describe any leasing or financing options available for use by educational or governmental entities.	U.S. Bank fuel finance/pay term optimization enables net 1 payment to the supplier for bulk fuel purchases while extending terms to the buyer for a fee. For example, a company that buys one million gallons of bulk fuel from a bulk fuel supplier can utilize pay term optimization to pay the bulk fuel supplier in as quick as net 1 of receipt of invoice while the bulk fuel buyer may receive 30-, 45-, or 60-day payment terms versus the industry standard of 10 days or less to pay for the bulk fuel. Managing fuel data can be time-consuming and resource-intensive, especially when your fleet uses multiple fueling methods. Using fleet cards at retail fueling locations generates excellent transaction data, but retail fuel can be costly. Bulk fueling is an effective solution that improves fuel economics, reduces labor costs and eases administrative burdens. By combining the sophistication of your Voyager Fleet Card with bulk fueling, you gain more visibility into fuel transactions and improved control over costs. We maintain several relationships with onsite bulk and mobile fueling providers who can integrate their data (bulk fueling data) with U.S. Bank data (retail fueling data). Sourcewell's Participating Entities will receive one centralized invoice in addition to comprehensive reporting. Reporting could be from U.S. Bank or the fueling provider. What is bulk fueling? When you choose bulk fueling, vehicles and equipment are fueled in backyard sites or temporary sites, saving your drivers time from sourcing a retail fueling location. Combine fleet card and mobile fueling transactions By leveraging a reliable bulk fueling network to reduce costs while maintaining access to the Voyager retail fueling network, every vehicle fill is settled through the same Voyager Fleet Card. The Voyager program's fleet management and reporting tools help you easily manage your bulk fueling transactions alongside your other Voyager Fleet Card purchases.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	The U.S. Bank sales team will provide each participating entity a Sourcewell Participation Entity Addendum for completion and a Customer Information Questionnaire. Please refer to Exhibit 9, Co-Branded Voyager Sourcewell Application and Exhibit 10, Customer Information Questionnaire for more information.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	U.S. Bank does not currently offer this feature.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Voyager is pleased to present Sourcewell a pricing model which includes the following incentive share components: * State Volume Rebate/Incentive Share * Non-state/other entity Volume Rebate/Incentive Share * Entity Payment Performance Incentive Share * Sourcewell Fee Incentive * Sample calculation included Please refer to Exhibit 6, Voyager Financial Proposal for our fill financial offering.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please refer to Exhibit 6, Voyager Financial Proposal for more information.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to Exhibit 6, Voyager Financial Proposal for a detailed outline of the volume discounts and rebate programs.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Private site transactions are excluded from volume incentive. These transactions incur a per transaction fee given in Exhibit 6, Voyager Financial Proposal.	*

64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not applicable.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Participating Entities may incur an expedited delivery fee. Please refer to Exhibit 6, Voyager Financial Proposal for details regarding potential fees related to the Voyager Fleet Card Program.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	While there is no cost associated with standard delivery, Participating Entities may incur an expedited delivery fee should there be a request to have cards shipped faster than the standard delivery methods. Please refer to Exhibit 6, Voyager Financial Proposal for details regarding potential fees related to the Voyager Fleet Card Program.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer a complete suite of services to accommodate diverse fleet management requirements. With our full array of data management and reporting tools, clients discover opportunities to improve their fleet programs. Beyond our standard offering, our comprehensive value-added services allow clients to save faster and more effectively. Roadside assistance program Through our alliance with the National Auto Club, drivers can receive quick, courteous and cost-effective roadside services 24/7, including the following: * Mechanical assistance * Emergency towing * Jump start * Tire change * Emergency fuel, oil and water delivery * Lockout services Onsite bulk fueling Clients with bulk fuel facilities can improve control of their fuel operations with the U.S. Bank Voyager. Since the Voyager card includes private site acceptance, bulk fuel transactions are authorized using the same robust controls available for retail transactions, which allows for combined rules for all spend volume at retail and private sites. Private site transactions will be included in your Voyager transaction file(s) and in your reporting. Electric vehicle charging acceptance We have added ChargePoint and EV Connect to the Voyager Network, adding thousands of electric vehicle charging stations across the United States. These locations bring electric vehicle charging to more people and places than ever before with the largest and most open charging network in the world. Voyager has several partners who design, build and support the technology that powers an EV network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people who choose to drive electric. Emergency response The online fleet management and reporting tools provide on demand, real-time reporting to show fueling locations available in the event of an emergency. Reporting can be generated on multiple time periods showing specific geographic regions, detailing the merchants currently providing fueling for Voyager clients. Technological convergence To better prepare for controlling costs in areas that include fuel, maintenance, safety, regulation and fraud, fleet card programs are craving the combination of multiple telematics technologies, including GPS tracking, On-Board Diagnostics (OBD) and electronic logging devices (ELDs). The 2015 highway bill, along with mandates around EMV and ELD, are heavily influencing this trend. One example is the mandate to move from paper logs to less error-prone digital versions, which is playing into the market for GPS systems. In response, Voyager is executing its data-sharing and relationship strategy with a scalable data portal for telematics providers to use our existing transaction detail via API. By combining this real-time GPS tracking with Voyager Fleet Card transaction details, fleets gain access to actionable data to positively impact driver behavior and	

reduce expenses.

Driver safety training program

U.S. Bank has formed a relationship with Driving Dynamics, a highly respected company that specializes in the field of fleet safety by providing driver safety training services to fleet operators of all sizes. Services cover an entire range of vehicle sizes, including passenger cars, tractor trailers and specialty up-fitted vehicles.

On any given day, Driving Dynamics is instructing drivers online, conducting multiple behind-the-wheel training programs, providing one-on-one coaching and helping corporations evaluate their fleet safety needs. The Driving Dynamics footprint covers the United States, Canada and Puerto Rico with the capacity to provide training in 90+ countries through our global network.

Strategic alliances

Managing fleet expenses goes beyond tracking fuel and maintenance spend. It means you need to manage the fluctuating price of fuel and access to a wide range of energy management services. We work with the largest downstream commercial and industrial fuel distributors in the country to provide Sourcewell seamless integration of fuel supply and logistics.

Our alliances cover a broad range of transportation and energy facilities from traditional petroleum products, compressed natural gas (CNG), renewable fuels and specialty chemicals to power and natural gas.

In addition to the additional services mentioned above, U.S. Bank also offers freight payment options outlined below:

U.S. Bank Freight Payment is an internet-based business-to-business (B2B) freight invoice audit and payment solution, providing comprehensive invoice process automation and settlement services to commercial and governmental shippers and carriers.

U.S. Bank Freight Payment includes:

Data conditioning and validation—Shipper specific data requirements managed within our online billing guide and directly integrated with business rules provide shippers with data conditioning controls for connecting carrier submitted data with shipper approved data without having to rely on the carrier to make shipper specific system changes. In situations where the shipper is unable to directly connect carrier submitted data with shipper approved data, the billing guide will still validate data and identify data compliance exceptions that require the carrier to take corrective action before the invoice is processed. We strive to ensure data integrity at the start to drive optimal decision automation, reducing the need for manual exception management and improving business intelligence reliability and consistency.

100% pre-payment audit—We will conduct a systematic pre-payment invoice audit on every line item using your billing guide, contracted rates and your business rules relative to mode, terms, accessorial charges, service levels, rates and approval policies. Your company will be able to identify various metrics in the approval process including approving manager/user, date of approval, amount approved and any invoice edits. Our Exception Resolution team will carry out invoice exception handling, all in full view and in collaboration with Sourcewell. Our solution provides complete transparency through a comprehensive audit trail of any action taken and through a support team dedicated to keeping you abreast of compliance against your business requirements.

Rate visibility and comparisons—We offer easy access to your contracted rates with My Rates functionality. You can calculate and compare contracted rates with your carriers as well as review side by side comparisons at a lane or regional level to make better routing and carrier selection decisions.

Improved cash flow—We offer carriers immediate payment on an approved invoice that will lower carrier days sales outstanding (DSO) to as little as two days. In turn, we will extend your current payment terms by an average of 15 days (up to 90 days), thus improving working capital for both parties. Our Extended Terms Financing

option allows you to extend your payment to up to 90 days without having to renegotiate your carrier contracts.

Collaboration with carriers—Our web-enabled interface allows Sourcwell and your carriers to work collaboratively online to resolve exceptions. This functionality allows for improved operational efficiency, increased productivity for your staff and carriers, and faster and more accurate payment to your carriers, improving your position as a preferred shipper.

Secure and timely carrier payment—You will have complete visibility into when carriers receive payment. As the fifth-largest, highest-rated and most-trusted commercial bank in the United States, we will pay carriers on time, every time, using safe and secure electronic payment processing.

Cost allocation—We will properly book all costs by utilizing your chart of accounts and general ledger (G/L) assignment rules. The shipper can review the accounting codes applied to each transaction prior to the generation of the call-for-funds statement and posting files. This minimizes the need for downstream corrective journal entries.

Elimination of paper—We offer Sourcwell a paperless solution. We receive 98% of carrier invoice volume electronically via file upload or direct web entry. Our carrier support team will actively convert your carriers from a paper-oriented process to a completely paperless solution for both invoice submission and receipt of payment.

Business intelligence—Interactive dashboards and customized visualizations allow you to see performance highlights as well as spot trends and identify opportunities to take corrective action and drive business efficiency.

Benchmarking—For customers who want added insight from their data, we can benchmark your program against the marketplace, industry and peers.

Custom Data Solutions—We offer consultative engagements with our Data Solutions team to help you make the best use of your data for improved decision making across your supply chain.

U.S. Bank Freight Payment allows trading partners to completely automate invoice delivery/receipt, pre-payment audit and reconciliation, expense accounting, approval, settlement and remittance processes for exceptional efficiency, control and cost savings.

At a high level, U.S. Bank Freight Payment provides the following services for all modes of transportation:

- * Data conditioning and validation
- * Business intelligence with dashboards
- * G/L coding and cost center allocation
- * Invoice processing
- * Exception resolution
- * Peer benchmarking
- * Auditing
- * Payment
- * Rating
- * Small Parcel solutions
- * Working capital and cash optimization

Our vision is to help Sourcwell create the most efficient, cost-effective and secure freight payment solution possible that will immediately improve your working capital and back-office efficiency, improve relations with your carriers, increase visibility and financial control, significantly reduce costs, and deliver actionable business intelligence on which improved financial supply chain management decision-making will be based.

Please note additional pricing may be required. Should Sourcwell or Sourcwell's Participating Entities like additional information regarding the U.S. Bank Freight Payment offering including pricing, please contact your Relationship Manager, Mark Hess.

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Compliance is verified by U.S. Bank risk and compliance teams and a vigorous management oversight program. As a federally chartered financial institution, U.S. Bank undergoes rigorous internal and external audit off all financial transactions. Your Voyager Relationship Manager is actively involved in reporting quarterly and annual rebate information to Sourcewell and its participating organizations. After each rebate has been calculated by U.S. Bank, it is the Relationship Manager's responsibility to provide the required reporting in the format requested by each customer. The Relationship Manager can provide various custom reports upon request that include the account and hierarchy levels for each organization and account.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	As an incumbent Vendor to Sourcewell, we've provided complete set of account review tools with an assessment of program performance and areas for optimization. During annual account reviews, your Relationship Manager will discuss program performance, provide benchmarking statistics for evaluation of your program and provide consultation regarding opportunities to improve the program. We will continue address the entire fleet supply chain by providing ongoing consultation and collaboration with Sourcewell and Sourcewell's Participating Entities to help identify cost saving initiatives, discount opportunities and diverse transaction consolidation. Account reviews can improve fleet management in the following areas: * Accounting * Settlement * Data exchange * Transaction integration * Compliance * Discount merchant networks * Aviation fuels * Maintenance and parts services * Bulk fueling and wet-hosing * Additional U.S. Bank payment solutions Reporting Comprehensive reporting contributes to effective program management and cost savings. With our industry-leading Voyager portal reporting tools, Participating Entities can transform raw transaction data into business intelligence for compliance management, cost reduction efforts and strategic planning. Participating Entities can export reports in convenient file formats including Excel, HTML, PDF, CSV and tab-delimited text files. Report categories include inventory, transaction, management, exception, real-time activity, purchase alerts, user activity and billing. Reports can be modified, adding fields and modifying sort options. Typically, users start with one of our standard reports and modify it, saving it as a name they wish to use. Once saved, a report can be run at any time. Users can also create customized reports by using ad hoc reporting tools that allow the user to control what information goes into a report and how the system sorts the information. Any ad hoc query reports can also be scheduled. The parameters include a start and end date with daily, weekly, monthly and quarterly frequency settings and report formats in Excel, PDF, CSV and tab-delimited, with email notification when the report is ready or when only data is available. These reports can also be shared with other Voyager users in the company and/or restricted to data for each department/hierarchical level for individual review. Users can access 24 to 36 months of data. At the end of each year, we move the oldest 12 months of data offline. Data is stored offline for an additional 48 months (84 months total) and is available upon request. The Voyager portal system allows a user to run a transaction report for a 24-month time frame. Users can request a special query from your U.S. Bank team at no additional expense for time frames greater than 24 months. In addition to the above, Voyager Data Analytics offers robust business intelligence analytics and data visualization through our enhanced reporting offering. Comprehensive insight can empower Participating Entities to make better business decisions through actionable data intelligence to reduce costs and better manage expenses, achieve greater operational efficiencies, improve	*

		purchasing decisions and reduce risks of fraud. Data Analytics utilizes enhanced data mining to help you visualize patterns and trends to unravel anomalies and assist with identifying unusual spending patterns and monitoring transactions for potential misuse, waste and abuse. Major features include: * Predefined and customizable dashboards that allow users to access information specific to their needs, easily and quickly. The dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights. * Data filtering, drill-down/up, calculations, sorting of complex datasets, etc. * Powerful tool to access and analyze large complex Voyager data to reveal correlations, patterns and trends. * Interactive analytical tools for users to create their own ad-hoc Insights and data analysis. * Visualization capabilities to assist advanced and untrained end users to easily identify patterns and trends. * Our DEI (Diversity, Equity and Inclusion) spend analysis provides fleets with insights to track and manage their supplier diversity spend. DEI insights provide key metrics to help fleets meet their ESG (Environmental, Social and corporate Governance) programs. * The Carbon Footprint Dashboard within our Data Analytics module provides a concise overview of carbon emissions associated with fuel usage. It visualizes the environmental impact of various fuel types, helping stakeholders identify opportunities for reducing carbon footprint and promoting sustainability. However, we do not provide certifications for environmental credits.	
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	U.S. Bank will provide an Administration Fee payable to Sourcewell. Please refer to Exhibit 6, Voyager Financial Proposal for details.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please refer to Exhibit 6, Voyager Financial Proposal for a comprehensive overview of our financial offering to Sourcewell.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
72	Provide a detailed description of all the solutions offered, including used Solutions if applicable, offered in the proposal.	U.S. Bank offers Sourcewell the flexibility and expertise necessary to manage and grow an effective fleet card program. For more than 20 years, U.S. Bank has helped public and private sector fleets of all sizes become more efficient and cost effective by providing superior customer service, program spend controls, acceptance at fuel and maintenance locations and advanced processing systems. More than just a fuel card, the U.S. Bank Voyager Fleet Card and Voyager Mastercard connects Sourcewell with an array of fuel, maintenance and service solutions that simplifies fleet management. Features of our program include: U.S. Bank Voyager Fleet Card Acceptance across North America and U.S. territories Our fleet card runs on the Voyager® Network, which is one of the country's largest fuel and maintenance networks. Cardholders have access to major and regional fuel and maintenance locations in every zip code in all 50 states and Puerto Rico, representing 97% of all accepting fuel locations. Drivers can experience seamless transactions at private fueling sites, truck stops, electric vehicle charging stations, maintenance providers and service locations.	

U.S. Bank Voyager Mastercard

In collaboration with Mastercard, the Voyager Mastercard expands our acceptance to travel merchants (e.g., hotels, dining, car rental, etc.), if Sourcewell allows. This on-demand capability offers flexibility to over-the-road and cross border drivers as well as handling unexpected or emergency expenses, such as an overnight stay while a vehicle is repaired or for a fuel transaction across the border in Canada or Mexico.

U.S. Bank Voyager+ Card

The Voyager+ program is designed for fleets utilizing mixed class vehicles. For Over the Road (OTR) drivers, the Voyager+ card provides flexibility for back court commercial diesel transactions as well as front court retail transactions where Voyager is accepted.

U.S. Bank Pay Term Optimization

Managing fuel data can be time-consuming and resource-intensive, especially when your fleet uses multiple fueling methods. Using fleet cards at retail fueling locations generates excellent transaction data, but retail fuel can be costly. Bulk fueling is an effective solution that improves fuel economics, reduces labor costs and eases administrative burdens. By combining the sophistication of your Voyager Fleet Card with bulk fueling, you gain more visibility into fuel transactions and improved control over costs. We maintain several relationships with onsite bulk and mobile fueling providers who can integrate their data (bulk fueling data) with U.S. Bank data (retail fueling data). Sourcewell's Participating Entities will receive one centralized invoice in addition to comprehensive reporting. Reporting could be from U.S. Bank or the fueling provider.

What is bulk fueling?

When you choose bulk fueling, vehicles and equipment are fueled in backyard sites or temporary sites, saving your drivers time from sourcing a retail fueling location.

Combine fleet card and mobile fueling transactions

By leveraging a reliable bulk fueling network to reduce costs while maintaining access to the Voyager retail fueling network, every vehicle fill is settled through the same Voyager Fleet Card. The Voyager program's fleet management and reporting tools help you easily manage your bulk fueling transactions alongside your other Voyager Fleet Card purchases.

24-hour customer service support

U.S. Bank has an award winning 24/7 customer service center dedicated to Sourcewell's fleet management program. By dialing a toll-free number, your cardholders can speak with a customer service representative to address immediate authorization needs or program questions. We facilitate the automation of daily account maintenance, as well as provide online access to fleet management and reporting tools for authorized Sourcewell fleet administrators. Our fleet operations center was recognized for the fifth year in a row as a Certified Center of Excellence (awarded by BenchmarkPortal).

Fleet management and reporting

Sourcewell participants can control their fleet through a secure, web-based fleet management program. You can observe, update, track and manage fleet operations and fleet card accounts.

With 100% Level III data capture for transactions on the Voyager Network, fleet administrators have all the information needed to manage fleet and account activity. Fleet administrators can customize the controls and features necessary to manage their fleet in greater detail and can evaluate costs, customize reports to their own specifications and make informed decisions with the click of a mouse.

Through the Voyager portal, fleet administrators can:

- * Create new cards and edit current cards.
- * Add, edit or remove drivers and vehicles.
- * Perform maintenance on multiple cards, drivers or vehicles simultaneously.
- * Access Voyager Maintenance Solution for managing maintenance policies and viewing additional maintenance and repair details.

Individual permissions can also be assigned to users as well. Examples of these permissions include:

- * Run reports—Billing reports and standard reports.
- * Access to view information—Accounts, vehicles, cards and drivers.
- * Create and edit card controls—Cards, drivers, vehicles, standard authorization limits, advanced authorization limits and temporary authorization limits.
- * Bill pay—Ability to pay your Voyager balance online.

73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For participating entities with aviation or marine fueling needs, the U.S. Bank Voyager Mastercard is available . Additional features of this program include: * Voyager Mastercard cards provide worldwide acceptance. * Card level restrictions defined on a card-by-card basis. * Account flexibility. * Driver and/or vehicle issuance. * Discount, exception, summary, control and vehicle reporting options. * Quality customer service through a single contact. * Card velocity controls. * Online customer access system. Electric vehicle charging acceptance We have added ChargePoint and EV Connect to the Voyager Network, adding thousands of electric vehicle charging stations across the United States. These locations bring electric vehicle charging to more people and places than ever before with the largest and most open charging network in the world. Voyager has several partners who design, build and support the technology that powers an EV network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people who choose to drive electric. Please refer to Question 45 above for additional information. Roadside assistance program Through our alliance with the National Auto Club, drivers can receive quick, courteous and cost-effective roadside services 24/7, including the following: * Mechanical assistance * Emergency towing * Jump start * Tire change * Emergency fuel, oil and water delivery * Lockout services
74	Describe and demonstrate available features or controls that assist with mitigation of fraud, waste, and/or abuse for all solutions offered.	Sourcewell or its Participating Entities may not be liable for unauthorized purchases made on a lost or stolen card, provided that the card is reported to U.S. Bank as lost or stolen via telephone or online portal and cancelled immediately. Fraud detection and protection U.S. Bank Voyager Fleet Card clients have the support of comprehensive fraud prevention and investigative services. Complete fraud life-cycle support includes: Account monitoring and notification * Dedicated fraud team working to identify trends and eliminate repeat fraud * Near and real-time card fuel usage discrepancy blocking * Real-time fraud rules engine * Continuous transaction trend analysis * Outbound calls to Sourcewell to verify activity Detection strategies * Real-time behavior-based detection tool: -- Unique to Voyager at U.S. Bank -- Specific to the fleet industry -- Risk identification point scores -- Uses historical behavior learned by the system and rules based on analysis of previous confirmed fraud cases * Case Management/Analytics * Comprehensive reporting * Standard industry best practices Customized risk management * Account setup and maintenance policies * Appropriate card controls * Transactions restricted to fuel and maintenance locations Comprehensive investigation * Complete online transaction history for each account and organization * Sales receipts * Onsite merchant cameras * Coordination with local, state and Federal enforcement agencies Real-time purchase alerts The Voyager portal has a robust alert feature allowing for timely notification of purchases that fall outside of the designated purchase criteria established by your Fleet Administrators. Purchase alerts can be sent to designated users by text message, email or the Purchase Alert Notifications screen, when purchases are

		made that exceed specified criteria. * The user can create as many purchase alerts as they wish by giving them unique names. Once saved, alerts can be set to active or inactive, and easily used by activating the alert with a mouse click. * The user then selects if the purchase alert is ongoing or just temporary along with the method of delivery and the appropriate mobile number, email address, or both. * The alert can be run for all accounts, group of accounts or single account, by all organizational levels, group of organization levels or a single organization level. * The alert can be set up for all, a group, specific cards, vehicles or driver IDs, with action code parameters for all or specific decline parameters, with a dollar and/or transaction high limit setting, during specific day(s) of week, time of day or none, for all, group, individual states, specific product category or none, tank capacity or none and invalid vehicle product type or none. The action codes setup in the system are: -- All transactions, all approved transactions and all declined transactions. -- Declined transactions based on card locked, exceeds dollar amount, exceeds transaction amount, expired card, invalid ID, invalid restriction code, merchant not allowed, odometer not valid, pay at pump not allowed, day of week restriction and time of day restriction. Dispute initiation We will work with Sourcewell to resolve disputed transactions. Please note that you are not liable for any transactions that occur after Sourcewell has notified U.S. Bank of a lost or stolen card. Fleet Administrators can initiate disputes either through the Voyager portal or by calling our Customer Service Center or by emailing the disputes team directly. Within the Voyager portal, a charge can be disputed by clicking on the invoice number on the Transaction Detail report and clicking "Dispute Transaction" on the following page or via the Maintain Transactions screen. If the charge occurred more than 90 days earlier, the Fleet Administrator cannot dispute the charge online and will need to call the Customer Service Center. Dispute management Once the Fleet Administrator files the dispute claim, an automated email will be sent to confirm receipt of the claim. The dispute status can then be viewed and tracked within the Voyager portal, as well as the dispute history and supporting documentation. Dispute resolution Dispute resolution follows these steps: Sourcewell initiates a dispute via the Voyager portal, by calling our Customer Service Center or by emailing the disputes team directly. A U.S. Bank Customer Service Representative researches the disputed transaction. If necessary, we order a copy of the disputed transaction. Merchants have up to 30 days to provide proof of transaction. If the merchant cannot provide proof of transaction, they are subject to chargeback. We receive a copy of the disputed transaction and forward it to you within two business days of receipt to verify whether the charge is valid. If the transaction meets our transaction reversal parameters, the amount will be charged back to the merchant. If the transaction contains incorrect product information or incorrect taxes, we will work with the merchant to resolve the dispute. This process depends on a response from the merchant. We will report any product code errors to the merchant within two business days of notification of a product code error. The timeline of dispute resolution depends on several factors. We understand that timely resolution is essential. If we need to request a copy of the receipt, the merchant has up to 30 days to provide proof of transaction. However, many disputes can be resolved immediately, with a credit applied to your account within one to two business days.	
75	Demonstrate the acceptance network of payment services offered for all forms of payments such as physical cards, mobile applications, digital, and/or virtual payment services.	Our fleet card runs on the Voyager® Network, which is one of the country's largest fuel and maintenance networks. Cardholders have access to major and regional fuel and maintenance locations in every zip code in all 50 states and Puerto Rico, which includes approximately 168,000 fueling and 416,000 maintenance locations (representing 97% of all accepting fuel locations). Drivers can experience seamless transactions at private fueling sites, truck stops, electric vehicle charging stations, maintenance providers and service locations. In collaboration with Mastercard, the Voyager Mastercard expands our acceptance to travel merchants (e.g., hotels, dining, car rental, etc.), if Sourcewell allows. This on-demand capability offers flexibility to over-the-road and cross border drivers as well as handling unexpected or emergency expenses, such as an overnight stay while a vehicle is repaired or for a fuel transaction across the border in Canada or Mexico. The Voyager+ program is designed for fleets utilizing mixed class vehicles. For OTR	

drivers, the Voyager+ card provides flexibility for back court commercial diesel transactions as well as front court retail transactions where Voyager is accepted.

Your cardholders have access in every ZIP code at retail and private fueling sites, truck stops, electric vehicle charging stations, maintenance providers and service locations. It's also accepted on the Mastercard network.

The Voyager Mobile App allows drivers to pinpoint fueling locations, current price and routing with their smartphones or tablets. It includes filtering by fuel type and amenities such as car washes, pay at the pump, space for oversized vehicles and maintenance service capabilities. Drivers can use the hands-free audio feature that announces information, allowing them to remain focused on the road.

The Voyager Acceptance Locator is a web-based or mobile tool that provides card users with detailed merchant and service information for all locations on the Voyager Network accepting the Voyager Fleet Card. In addition to pinpointing locations, the locator identifies the average fuel price in the search area as well as the lowest cost fuel providers.

The Voyager Acceptance Locator pinpoints the merchant's location, fuel prices and other information based on the user's search criteria and generates an interactive map that offers driving directions and compares merchant locations to the average fuel price in the search area.

The Voyager Acceptance Locator may be accessed at: <https://voyager.usbank.com/app/public/merchantLocator.do>, and in Exhibit 5, U.S. Bank Voyager Acceptance Locator Sample.

We have established strategic relationships with all the major oil companies and regional fueling locations across the United States.

Our unique TeleTrans program expands our acceptance network to include virtually any merchant. TeleTrans is a unique, paperless payment-processing system that allows fuel, maintenance and other vehicle service providers to accept the Voyager Fleet Card with just a phone call— without specialized point-of-sale equipment.

Finally, U.S. Bank Fleet Virtual Pay provides drivers with a cardless single-use account that can be used when a standard fleet card purchase is not an option; this solution eliminates the need for multiple cards and keeps drivers on the road.

Voyager mobile app

In an informal study, a national fleet of 2,140 vehicles was analyzed to determine potential savings from the use of a mobile app to locate low-cost fuel. The study found an average spread of \$0.28 per gallon between fuel merchants within the search parameters at the time of purchase.

Based on the difference between purchase price and potential price times the amount of fuel purchased, we estimate potential annual savings for a fleet of similar size to be:

- * \$50,000 when the search included fuel sites within one mile of the point of purchase
- * \$281,000 within 5 miles
- * \$706,000 within 13 miles

The Voyager mobile App was developed to assist with savings.

A major barrier to fleet savings in similar mobile apps is driver resistance to adoption. Discussions with client fleets led us to include the following features on the Voyager mobile app which cannot be found on competing apps:

Search-by-route—Allows drivers to constrain searches to their route of travel. Other apps allow only searches in a uniform radius around the driver's location, with no indication of which sites may be in the direction of travel.

Custom sites—Makes card lock and private sites visible to drivers alongside commercial sites.

Discount sites—Flags commercial sites where the fleet receives a proprietary discount.

Truck stop locations—Differentiates between consumer diesel pumps (low canopy) and truck stops (high canopy) for the benefit of tractor trailer drivers.

Fuel types—Provides the location of both petroleum-based and alternative fuels in the same app for mixed fleets.

Comment sharing—Enables drivers within a fleet to log and share comments with their peers.

These features lower barriers to driver adoption, increase driver information and improve potential savings.

Potential discount savings to Sourcewell

Many of our competitors rely upon centralized telematics providers for achieving

		results with fuel discount networks. Our approach is unique in the market because U.S. Bank Voyager does not require a telematics solution to achieve the maximum level of discount savings. In areas where a negotiated discount is not available, you would find additional savings by shifting fuel purchase volume to low-cost fuel providers. Through the U.S. Bank Voyager mobile app, your drivers can identify the lowest-priced locations while in route or the nearest fueling location, saving time and fuel.	
76	Demonstrate your capabilities and abilities for payment services and data collection from use at EV charging stations and EV charging networks.	We formed a card acceptance relationship with ChargePoint, the largest and most open electric vehicle charging network in the United States. As a result, we've added ChargePoint and EV Connect to the Voyager Network, adding thousands of electric vehicle charging stations across the United States. These locations bring electric vehicle charging to more people and places than ever before with the largest and most open charging network in the world. Voyager has several partners who design, build and support the technology that powers an EV network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people who choose to drive electric.	*

Table 78: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Examples	Offered *	Comments	
77	Payment solutions for:	Fuel, oil, fluids for vehicles, aircraft, watercraft	☒ Yes ☐ No	Offered.	*
78		Electric vehicle charging and station fees	☒ Yes ☐ No	Offered. The U.S. Bank Voyager fleet card is integrated with the ChargePoint charging network.	*
79		Vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services	☒ Yes ☐ No	Offered.	*
80	Complementary offering of services, including, but not limited to:	Card issuance, replacement and account customization	☒ Yes ☐ No	Offered.	*
81		Transaction processing and payment settlement, transaction statement and reporting	☒ Yes ☐ No	Offered.	*
82		Fleet data analytics, integrated telematics	☒ Yes ☐ No	Offered.	*
83		Private-site fuel location payment or data services	☒ Yes ☐ No	Offered.	*
84		Digital and mobile applications	☒ Yes ☐ No	Offered.	*
85		Training and technical and customer support	☒ Yes ☐ No	Offered.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Exhibit 6, Voyager Financial Proposal.pdf - Thursday March 06, 2025 11:48:28
 - [Financial Strength and Stability](#) - Financial Strength and Stability exhibits.pdf - Wednesday March 05, 2025 18:06:07
 - [Marketing Plan/Samples](#) - Marketing Plan Samples Documents.pdf - Thursday March 06, 2025 11:45:41
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Exhibits.pdf - Wednesday March 05, 2025 18:07:10
 - [Requested Exceptions](#) - Requested Exceptions.docx - Wednesday March 05, 2025 18:18:04
 - [Upload Additional Document](#) - Additional Document Exhibits.pdf - Wednesday March 05, 2025 18:09:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ryan Potts, Senior Vice President, U.S. Bank National Association

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_030625_Fleet_Payment_Solutions Wed February 26 2025 02:54 PM	☒	2
Addendum_3_RFP_030625_Fleet_Payment_Solutions Tue February 25 2025 01:01 PM	☒	2
Addendum_2_RFP_030625_Fleet_Payment_Solutions Fri February 21 2025 02:16 PM	☒	1
Addendum_1_RFP_030625_Fleet_Payment_Solutions Thu January 16 2025 03:40 PM	☒	2