

**Solicitation Number: RFP #080620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **U.S. Bancorp dba U.S. Bank Corporate Payment Systems**, 800 Nicollet Mall, Minneapolis, MN 55402 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires September 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. For any conflicts between the Proposal and the Contract, the Contract prevails.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity. Vendor makes no express or implied warranties of fitness for use or a particular purpose.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

#### 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract and are approved by Vendor. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract by executing an agreement in form and substance acceptable to Vendor to participate under this Contract (each, a "Participation Agreement"). Nothing in this requirement will prevent a Participating Entity from issuing a Purchase Order that complements an associated Participation Agreement. All Participation Agreements under this Contract must be executed prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms

and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this

Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities as described in the Proposal; however, in the U.S. Bank Financial Proposal, the second bullet under “Additional Conditions” as it relates to the proposed Administrative Fee is not accepted by Sourcwell and is stricken in its entirety. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check or ACH payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. A Rebate Report will be sent in advance to the Sourcwell Administrator containing contract number. Payments must be received no later than 60 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## 10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Except to the extent of Sourcewell or its Participating Entity's negligence or willful misconduct, Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees, arising out of the negligent performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

### 13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request, unless otherwise prohibited by law or regulatory authority.

### 14. INDEMNIFICATION

Except for Sourcewell or Participating Entity's negligence or willful misconduct, and as applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all third-party suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

### 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. Termination.** Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

**16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

**17. FORCE MAJEURE**

Except for a Participating Entity's ultimate obligation to make payments, neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions

that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. Unless otherwise stated in this Contract, the Vendor, Sourcewell, or Participating Entity will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or

- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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, professional liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$2,000,000 each occurrence Bodily Injury and Property Damage

\$2,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. With regard to General Liability and Auto Liability, Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance

policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

## **21. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. 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.



# RFP 080620 - Fleet Payment Solutions with Related Services

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## 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 June 26, 2020 16:06:31  
Submitted On: Thursday August 06, 2020 13:58:43  
Submitted By: Ross Freiderich  
Email: ross.freiderich@usbank.com  
Transaction #: 784e5f30-f3e8-41e7-b3e8-e706991cb6a3  
Submitter's IP Address: 170.135.176.108

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	U.S. Bancorp d/b/a U.S. Bank Corporate Payment Systems *
2	Proposer Address:	<p>U.S. Bancorp 800 Nicollet Mall Minneapolis, MN 55402 www.usbank.com</p> <p>U.S. Bank Corporate Payment Systems 901 Marquette Ave., Suite 1800 Minneapolis, MN 55402 Phone: 866.274.5898 Fax: 612.436.6490 www.usbpayment.com</p>
3	Proposer website address:	www.usbpayment.com *
4	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 and, in the event of award, will be expected to execute the resulting contract):	<p>Brad Hoffelt Senior Vice President, Division CFO 901 Marquette Ave., Suite 1800 Minneapolis, MN 55402 brad.hoffelt@usbank.com (612) 436-6460</p>
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Steven Cranny Western Region Voyager Fleet Sales Elk Grove, CA Steven.cranny@usbank.com (209) 314-9354</p>
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Mark Hess Relationship Manager 901 Marquette Ave., Suite 1800 Minneapolis, MN 55402 Mark.hess1@usbank.com (612) 436-6544</p> <p>Beverly Wilson Voyager Government Fleet &amp; VMS 920 Grand Oak Drive Smyrna, TN 37167 Beverly.wilson@usbank.com (615) 533.0497</p>

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Following an award of business, and upon execution of an agreement we would begin the post-award process. In general, for all countries, Know Your Customer (KYC) and financial documentation for Sourcewell will be required during the credit underwriting stage and prior to the program implementation.</p>

9	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.	<p>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.</p> <p>We are rated by the credit rating agencies Moody's, Standard &amp; Poor's (S&amp;P), Fitch and DBRS. Our debt ratings are provided in the following link.</p> <p><a href="https://ir.usbank.com/static-files/0d275470-61ec-439e-a125-d9e1a7720213">https://ir.usbank.com/static-files/0d275470-61ec-439e-a125-d9e1a7720213</a></p> <p>The U.S. Bancorp 2019 Annual Report, is available at <a href="http://usbank.com/annual-report/2019/index.html">usbank.com/annual-report/2019/index.html</a>.</p>
10	What is your US market share for the solutions that you are proposing?	<p>U.S. Bank is the only major bank to offer a fleet-specific card that runs on its own, proprietary network. We have the payments expertise and security you can trust.</p> <p>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.</p> <p>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.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>In addition to the U.S. Bank Voyager Fleet Card Program, we also offer the Mastercard Fleet Card for use outside of the United States or anywhere Mastercard is accepted. The Mastercard Fleet Card allows you to capture, track and manage your fleet expenditures. Our solution supports fleet and reporting controls by limiting acceptance to fuel and maintenance or fuel only purchases, validating driver and vehicle IDs, setting card purchase controls and capturing Level III data at point-of-sale. The functionality provided by this solution helps participants cut costs, manage supplier payments and operate more efficiently, while offering the worldwide acceptance of the Mastercard network. The Mastercard Fleet Card program features corporate liability, where the participating entity is responsible for payment in full of all charges.</p> <p>Should Participants choose the Mastercard Fleet Card, the cardholder will be able to make a purchase anywhere Mastercard is accepted. Mastercard has over 176,000 fueling locations in the United States and receives level III fleet data from over 92% of fueling transactions. Mastercard has over 398,000 maintenance locations in the United States and receives level III fleet data from over 32% of maintenance transactions.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, U.S. Bank has never filed for bankruptcy or insolvency.

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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?</p>	<p>Service Provider</p> <p>U.S. Bank Corporate Payment Systems, of which our fleet program is a part, employs approximately 1,113 people. Our staff is aligned by function, not by program; therefore, employees may support several programs in their area of expertise.</p> <p>Approximately 131 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.</p>	*
14	<p>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.</p>	<p>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.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Nothing to disclose for U.S. Bank per due diligence.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Following are examples of national awards and recognitions presented to U.S. Bank:</p> <ul style="list-style-type: none"> <li>-World's Most Ethical Company (Ethisphere Institute, 2015-2020)</li> <li>-World's most admired companies, superregional banks (Fortune, 2014-2020)</li> <li>-One of only 30 Fortune 500 companies with notable diversity of the Board of Directors (Deloitte and the Alliance for Board Diversity, 2016 &amp; 2018 studies)</li> <li>-Most Powerful Women in Banking and Finance, three of our female leaders recognized (American Banker Magazine, 2019, with honorees on lists for over 10 years)</li> <li>-One of America's top corporations for women's business enterprises (Women's Business Enterprise National Council, 2019)</li> <li>-Best employer for diversity (Forbes, 2018-2020)</li> <li>-Best employer for multicultural women (Working Mother, 2018-2019)</li> <li>-Top 50 company for Diversity and Inclusion; number six on the top 14 companies for Business Resource Groups, number nine on the top 15 companies for philanthropy and one of 36 top companies for LGBTQ employees (DiversityInc, 2019)</li> <li>-Best of the best corporation for inclusion award (National Business Inclusion Council, 2018-2019)</li> <li>-Leading Index Company (Diversity Best Practices Inclusion Index, 2018-2019)</li> <li>-Best Place to Work for LGBTQ Equality (Human Rights Campaign Foundation, 2007-2020)</li> <li>-Best Place to Work for Disability Inclusion on the Disability Equality Index (Disability:IN, 2018-2019)</li> <li>-Leading Employer for Disability (National Organization on Disability, 2018-2019)</li> <li>-Best for Vets: Employers (Military Times, 2010-2019)</li> <li>-Employee resource group &amp; council honors award for our Proud to Service (veteran) and Spectrum (LGBTQ) BRGs (Association of ERGs &amp; Councils, 2014-2019)</li> <li>-Secretary of defense employer support freedom award (ESGR, 2013)</li> <li>-Above and beyond award for Proud to Serve BRG (Diversity Best Practices, 2019)</li> </ul> <p>Source: Inside USB articles, usbank.com/diversity, Proud to Serve BRG</p>								
17	What percentage of your sales are to the governmental sector in the past three years	<p>Governmental sector sales percentage by year:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Year</th> <th style="text-align: left;">Percentage</th> </tr> </thead> <tbody> <tr> <td>2017</td> <td>29.4%</td> </tr> <tr> <td>2018</td> <td>28.7%</td> </tr> <tr> <td>2019</td> <td>30.3%</td> </tr> </tbody> </table>	Year	Percentage	2017	29.4%	2018	28.7%	2019	30.3%
Year	Percentage									
2017	29.4%									
2018	28.7%									
2019	30.3%									
18	What percentage of your sales are to the education sector in the past three years	<p>Specific to the Education sector*, sales percentage by year:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Year</th> <th style="text-align: left;">Percentage</th> </tr> </thead> <tbody> <tr> <td>2017</td> <td>0.1%</td> </tr> <tr> <td>2018</td> <td>0.1%</td> </tr> <tr> <td>2019</td> <td>0.1%</td> </tr> </tbody> </table> <p>*Please note, a majority of our Education sector customers participate on State of consortium contracts and that volume is included in the response to Question 19, below.</p>	Year	Percentage	2017	0.1%	2018	0.1%	2019	0.1%
Year	Percentage									
2017	0.1%									
2018	0.1%									
2019	0.1%									

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Name &amp; Year Total Volume (in Millions) below:</p> <p>NASPO Valuepoint                  2017 93.2MM                  2018 111.9MM                  2019 112.5MM</p> <p>State of Texas                  2017 79.4MM                  2018 90.5MM                  2019 87.9MM</p> <p>State of Ohio                  2017 22.3MM                  2018 25.5MM                  2019 24.6MM</p> <p>State of Nebraska                  2017 7.1MM                  2018 8.2MM                  2019 8.9MM</p> <p>State of Tennessee                  2017 12.0MM                  2018 13.9MM                  2019 13.3MM</p>
20	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?	<p>Name Year Total Volume (in Millions)</p> <p>SP2                  2017 655.6MM                  2018 662.3MM                  2019 0.0MM</p> <p>SP3                  2017 -                  2018 67.5MM                  2019 768.1MM</p>

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Minnesota Department of Transportation	Kim J Carlson	651.366.5733
King County Department of Transportation Fleet Administration	Alison L Yamasaki	Phone: 206.477.0188
County of Kern	Samantha Westbrook	Phone: 661.868.3000

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
USPS	Government	District of Columbia - DC	Fleet card	42.17	2017 655,619,536 2018 728,021,500 2019 712,791,042
State of California	Government	California - CA	Fleet card	58.72	2017 81,218,642 2018 100,239,350 2019 101,641,919
State of Texas	Government	Texas - TX	Fleet Card	45.70	2017 76,964,930 2018 88,113,314 2019 85,733,667
State of Ohio	Government	Ohio - OH	Fleet Card	48.77	2017 22,360,569 2018 25,524,151 2019 24,695,376
State of Minnesota	Government	Minnesota - MN	Fleet Card	45.44	2017 20,151,231 2018 24,153,746 2019 24,731,571

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell 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 *
23	Sales force.	Approximately 131 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.

24	Dealer network or other distribution methods.	<p>Sourcewell cardholders 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.</p> <p>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.</p> <p>We have established strategic relationships with all the major oil companies and regional fueling locations across the United States.</p> <p>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.</p> <p>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.</p>
25	Service force.	<p>Approximately 131 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.</p>
26	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.	<p>U.S. Bank Voyager has two options for customer support: our award winning and SOC certified 24/7 Customer Service Center and Fleet Commander® Online.</p> <p>Customer Service Center U.S. Bank Voyager Fleet Card Program Customer Service Representatives are available to assist Sourcewell 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.</p> <p>Our Customer Service Center is structured into three tiered groups to ensure focus on appropriate areas of customer need:</p> <ul style="list-style-type: none"> <li>-Authorization team—Representatives at the first level who are specifically trained to handle authorization calls/requests from drivers.</li> <li>-Account Coordinator team—Representatives with additional training to assist with issues such as card maintenance and reporting (non-dedicated).</li> <li>-Key Account Coordinators—Representatives with additional training to assist with issues such as card maintenance and reporting.</li> </ul> <p>Other services available by dialing our toll-free number include:</p> <ul style="list-style-type: none"> <li>-24/7 fuel and maintenance authorization</li> <li>-24/7 emergency roadside assistance (out of gas, lock outs, tire repair, towing, etc.)</li> <li>-24/7 assistance for locating fuel and maintenance locations</li> </ul>

-24/7 driver support (how to use the card, assistance with over-the-limit transactions, fuel and maintenance rules, etc.)  
 -Between the hours of 6 a.m. and 8 p.m. CT, our Customer Service provides:  
   -Full account maintenance (card, vehicle, driver, billing, limit requests, etc.)  
   -Transaction dispute resolution assistance  
   -Technical support

#### Fleet Commander® Online service features

Complete and total functionality is also available to a user's setup in the Fleet Commander® Online 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 Fleet Commander® Online and the tasks they will complete, along with the hierarchy level access they need. We will then set the users up with a user name 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 25 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 Fleet Commander® Online technical group provides a live representative to assist with setup, training and questions regarding Fleet Commander® Online.

#### Escalation point of contact sheet

Sourcewell 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.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Sourcewell's Participating Entities 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.</p> <p>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.</p> <p>We have established strategic relationships with all the major oil companies and regional fueling locations across the United States.</p> <p>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.</p> <p>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.</p>
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>In addition to the U.S. Bank Voyager Fleet Card Program, we also offer the Mastercard Fleet Card for use outside of the United States or anywhere Mastercard is accepted. The Mastercard Fleet Card allows you to capture, track and manage your fleet expenditures. Our solution supports fleet and reporting controls by limiting acceptance to fuel and maintenance or fuel only purchases, validating driver and vehicle IDs, setting card purchase controls and capturing Level III data at point-of-sale. The functionality provided by this solution helps participants cut costs, manage supplier payments and operate more efficiently, while offering the worldwide acceptance of the Mastercard network. The Mastercard Fleet Card program features corporate liability, where the participating entity is responsible for payment in full of all charges.</p> <p>Should Participants choose the Mastercard Fleet Card, the cardholder will be able to make a purchase anywhere Mastercard is accepted. Mastercard has over 176,000 fueling locations in the United States and receives level III fleet data from over 92% of fueling transactions. Mastercard has over 398,000 maintenance locations in the United States and receives level III fleet data from over 32% of maintenance transactions.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We will be able to provide service anywhere the U.S. Bank Voyager Fleet Card or Mastercard is accepted. We will also dedicate a merchant acceptance team to work with Sourcewell's participating entities to setup any suppliers where more geographical coverage is needed to meet your demand. The dedicated team will contact any merchant you request (within one week) and provide them with the procedures for becoming a U.S. Bank vendor.</p>

30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	U.S. Bank is nationwide in the U.S. and can contract with any legal entity in the U.S. from a fleet perspective.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no other considerations, other than a Participation Supplement, for majority/wholly owned subsidiaries in Hawaii or Alaska, nor are there are additional considerations for Sourcwell employees in Hawaii or Alaska.	*

## Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>U.S. Bank Voyager will provide templates for Sourcwell organizations to communicate information about the U.S. Bank Voyager Fleet Card Program. This includes messaging to support the transition to a new program as well as providing managers and drivers with the information they need to quickly drive adoption and usage.</p> <p>Please refer to the Documents uploaded with the response:            -Maintenance-Program-Sell-Sheet            -Voyager Fleet-Program-brochure-final            -Voyager Sell Sheet</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	U.S. Bank Voyager provides content to support the public sector on <a href="https://usbank.com/corporate-and-commercial-banking/industry-expertise/public-sector.html">https://usbank.com/corporate-and-commercial-banking/industry-expertise/public-sector.html</a> . In addition, our LinkedIn and 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.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell should provide contact information for prospects. Additionally, prove prospect with initial Voyager contact information.</p> <p>At US Bank, we are looking forward to partnering with Sourcwell to provide a comprehensive fleet card solution to your participating entities. As Sourcwell does today, this cooperative purchasing option will be included in the services and programs provided on the Sourcwell website and will be promoted by your customer account managers. During the transition to the US Bank Voyager program, Sourcwell should provide contact information existing participating entities and for prospects ongoing.</p> <p>US Bank will assign a Sales Manager, Beverly Wilson, to serve as a liaison between US Bank Voyager and Sourcwell. Beverly will market and solicit the Voyager Fleet and Maintenance Program(s) for each participating entity on the Sourcwell contract. An essential role she will play is conducting webinars to educate potential Sourcwell 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.</p> <p>US Bank Voyager also regularly participates and presents at the Government Fleet Expo and Conference, National Conference of State Program Administrators, and NAFA's Institute and Expo.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	U.S. Bank does not currently offer an e-procure process for onboarding new customers.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	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.	<p>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.</p> <p>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</p> <p>Onsite bulk fueling Clients with bulk fuel facilities can improve control of their fuel operations with the U.S. Bank Voyager Private Site Network. With the Private Site Network, 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 Fleet Commander® Online reporting.</p> <p>Integrated maintenance solution Properly maintaining fleet vehicles not only keeps drivers safe, it keeps your business moving. The Voyager Maintenance Solution does both and helps fleets to easily manage routine maintenance and emergency repairs with built-in controls and access to granular details for all work performed. For the first time, maintenance expenses can be fully integrated with fuel purchases for holistic visibility across your Voyager Fleet Program and into the total cost of ownership. The Voyager Maintenance Solution delivers innovative, cardless payments and: -Enhanced data and controls—Establish the parameters for all maintenance performed on your vehicles from aligning routine repairs to match manufacturers' specifications to allowing specified emergency repairs. All maintenance requests follow automated workflow and authorization processes so that you can more effectively manage expenses without surprises. -Increased cost savings and efficiencies—Control what, when and where all repairs and services can be performed. Streamline maintenance management to save time for you and your drivers. -Centralized fleet program and billing—Manage a single bill reflecting all fuel and maintenance expenses, simplifying overall fleet management.</p> <p>Our competitors do not have an integrated maintenance solution, placing Voyager ahead of the competition in this regard.</p> <p>Electric vehicle charging acceptance We added ChargePoint to the Voyager Network, adding tens of thousands of electric vehicle charging stations across the United States. ChargePoint brings electric vehicle charging to more people and places than ever before with the largest</p>

and most open charging network in the world. ChargePoint designs, builds and supports the technology that powers this network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people choose to drive electric.

#### Emergency response

The Fleet Commander® Online system provides 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 an Application Programming Interface (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 facilities energy from traditional petroleum products, compressed natural gas (CNG), renewable fuels and specialty chemicals to power and natural gas.

Please refer to the Pricing Exhibit for a complete listing of fees.

37	Describe any technological advances that your proposed products or services offer.	<p>Our investments in technology are as follows:</p> <ul style="list-style-type: none"> <li>-Voyager Maintenance Solution—Integrates your maintenance and fuel purchases for visibility across your Voyager Fleet Card Program. Our innovative, cardless payment solution provides enhanced data and controls that allow you to establish the parameters for all maintenance performed on your vehicles. It also provides centralized program and billing for your fueling and maintenance needs and is not available from our competitors.</li> <li>-Enhanced dispute functionality—Enables a Fleet Manager to track the status of a disputed transaction as well as cancel the dispute through U.S Bank Fleet Commander® Online.</li> <li>-Product code limits enablement—Provides the ability for card accounts to limit the number of transaction and dollar amounts by product code.</li> <li>-Voyager Mobile App—Allows drivers to pinpoint fueling locations, current prices and routing with their smartphones or tablets. A hands-free audio feature announces information, allowing drivers to remain focused on the road. It even includes filtering by fuel type and amenities, such as car washes, pay at the pump, space for oversized vehicles and maintenance service capabilities.</li> <li>-Voyager transaction API integration—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.</li> <li>Voyager Account Management API—Enables 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 controls including cancelling and suspending cards in real time.</li> </ul>
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38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>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:</p> <ul style="list-style-type: none"> <li>-Developing less resource-intensive business practices.</li> <li>-Creating opportunities for financial products and services that incorporate reduced ecological impact.</li> <li>-Investing in environmentally beneficial business opportunities.</li> <li>-Engaging and educating employees and customers.</li> <li>-Adopting new technologies, such as renewable resources, that continue to reduce our carbon footprint.</li> </ul> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>-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.</li> <li>-Continuing to follow sustainable principles in the design of our new facilities with plans to maintain this focus in the future.</li> <li>-Launched DepositPoint, which allows customers to deposit checks online, thereby saving fuel and paper.</li> <li>-Created an eReceipt option for our customers, helping reduce the use of paper.</li> <li>-Installed solar arrays at several sites in California and Missouri. We continue to pursue these types of opportunities where feasible.</li> </ul> <p>For more information, please visit <a href="http://usbank.com/community/environmental-sustainability">usbank.com/community/environmental-sustainability</a>.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please refer to the response provided above.
40	Describe 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 of certification (as applicable) in the document upload section of your response.	U.S. Bank does not qualify as a minority owned business.
41	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?	Fleet card programs offer a variety of benefits, including timely and comprehensive reporting, security, expense monitoring and a widespread network of fuel stations. The implementation of the Voyager Fleet Program helps you gain

the following advantages:

#### Convenience

A single card for your fleet. Utilize one solution to increase visibility over your entire fleet, from cars to light-duty trucks to over-the-road rigs. Nationwide acceptance. Drivers can experience seamless transactions at more than 320,000 retail and private fueling sites, truck stops, electric vehicle charging stations, maintenance providers and service locations.

#### Control

-Industry-leading reporting tools—Complete Level III fleet data provides line-item insight into every purchase, including non-financial transactions at private fueling sites.

-Fleet Commander® Online—Track, update and manage all fleet operations and payments. Capabilities include robust reporting tools, real-time account maintenance, controls and alerts to stay informed and in control of expenses.

-Direct data integration—Support existing business processes with seamless integration into your existing financial, telematics and fleet systems for a comprehensive view of operations.

#### Cost savings

-Purchase control—Leverage robust controls including PIN, odometer, vehicle/driver ID and customizable fuel pump prompts to reduce fraud and prevent misuse.

-Optimized routes and fueling—The Voyager Mobile App allows drivers to pinpoint the most efficient fueling locations with real-time information on current prices and available routes.

-Merchant discounts—Allows fuel providers to accommodate negotiated discounts, including cash price or reprice at truck stops.

#### Customer Service

-Unrivaled customer service—Available 24/7, whether you are in the office or on the road.

-Value added services—Get preferred service and pricing on roadside assistance as well as glass and vehicle replacement from several nationwide service providers, including the National Automobile Club and Enterprise Rent-A-Car®.

#### Voyager Maintenance Solution

Properly maintaining fleet vehicles not only keeps drivers safe, it keeps your business moving. The Voyager Maintenance Solution does both and helps fleets to easily manage routine maintenance and emergency repairs with built-in controls and access to granular details for all work performed. For the first time, maintenance expenses can be fully integrated with fuel purchases for holistic visibility across your Voyager Fleet Program and into the total cost of ownership. The Voyager Maintenance Solution delivers innovative, cardless payments and:

-Enhanced data and controls—Establish the parameters for all maintenance performed on your vehicles from aligning routine repairs to match manufacturers' specifications to allowing specified emergency repairs. All maintenance requests follow automated workflow and authorization processes so that you can more effectively manage expenses without surprises.

-Increased cost savings and efficiencies—Control what, when and where all repairs and services can be performed. Streamline maintenance management to save time for you and your drivers.

-Centralized fleet program and billing—Manage a single bill reflecting all fuel and maintenance expenses, simplifying overall fleet management.

A driver starts by taking the vehicle to a participating

	<p>merchant location. The merchant scans or enters the VIN and locates the vehicle information; they then enter the repair order for the requested services and submit for approval. The repair order is sent electronically to Voyager Maintenance Solution to approve the transaction based on Sourcewell's predefined maintenance policy rules, spend controls and available credit/open to buy dollars for the transaction. If the repair order contains items that agree with the policy rules and the available dollars on the account, the repair order will be returned as approved to the merchant's point of sale for completion of the service.</p> <p>Properly maintaining fleet vehicles not only keeps drivers safe, it keeps your business moving. The Voyager Maintenance Solution does both and helps fleets to easily manage routine maintenance and emergency repairs with built-in controls and access to granular details for all work performed. For the first time, maintenance expenses can be fully integrated with fuel purchases for holistic visibility across your Voyager Fleet Program and into the total cost of ownership. The Voyager Maintenance Solution delivers innovative, cardless payments and:</p> <ul style="list-style-type: none"> <li>-Enhanced data and controls—Establish the parameters for all maintenance performed on your vehicles from aligning routine repairs to match manufacturers' specifications to allowing specified emergency repairs. All maintenance requests follow automated workflow and authorization processes so that you can more effectively manage expenses without surprises.</li> <li>-Increased cost savings and efficiencies—Control what, when and where all repairs and services can be performed. Streamline maintenance management to save time for you and your drivers.</li> <li>-Centralized fleet program and billing—Manage a single bill reflecting all fuel and maintenance expenses, simplifying overall fleet management.</li> </ul> <p>A driver starts by taking the vehicle to a participating merchant location. The merchant scans or enters the VIN and locates the vehicle information; they then enter the repair order for the requested services and submit for approval. The repair order is sent electronically to Voyager Maintenance Solution to approve the transaction based on Sourcewell's predefined maintenance policy rules, spend controls and available credit/open to buy dollars for the transaction. If the repair order contains items that agree with the policy rules and the available dollars on the account, the repair order will be returned as approved to the merchant's point of sale for completion of the service.</p> <p>Please visit <a href="https://www.usbpayment.com/fleet-solutions/managers">https://www.usbpayment.com/fleet-solutions/managers</a> for additional information on the benefits of using the Voyager Fleet Card Program on the Voyager Network.</p>
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**Table 9: Warranty (Performance Standards or Guarantees)**

**Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
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42	Describe any performance standards or guarantees that apply to your services (customer or merchant service response times, processing time frames, dispute resolution, etc.).	<p>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.</p> <p><b>Dispute initiation</b> Fleet Administrators can initiate disputes either through Fleet Commander® Online or by calling our Customer Service Center. Within Fleet Commander® Online, 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.</p> <p><b>Dispute management</b> 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 Fleet Commander® Online, as well as the dispute history and supporting documentation.</p> <p><b>Dispute resolution</b> Dispute resolution follows these steps: -Sourcewell initiates a dispute via Fleet Commander® Online or by calling our Customer Service Center. -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 45 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.</p> <p><b>Dispute billing</b> You should pay your fleet card bill in full. If a dispute is resolved in your favor, we will credit your account for the full transaction amount.</p> <p><b>Timeline</b> 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 45 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.</p>
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>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.</p> <p>Basic Assistance, Available 24/7 to respond to account inquiries and issues, and for notification of billing disputes</p> <p>Telephone Service (monthly average) -Answer at least 75% of all incoming calls within 45 seconds -Allow no more than 4% of incoming calls to be abandoned from queue</p>

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 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 must be mailed within the following timelines:

- Central Bill—three business days after cycle
- Cardholder Statements—100% of statements mailed no later than three business days after cycle

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.

Agreed-upon Service Levels are regularly evaluated to ensure achievement. Our Customer Service Center has service levels established for each aspect of the service experience:

- 80% of all calls are answered within 20 seconds or less.
- Responses to email requests are to be made within 24 hours.
- More difficult inquiries and issues are automatically forwarded to individuals with the knowledge and the capability to resolve requests quickly and efficiently.

We use Avaya software's call-center system for daily operations and benchmarking, which allows our managers to monitor any area of contact center performance in real-time, such as the number of abandoned calls, average hold time and number of calls in queue. Managers are alerted whenever any thresholds are approaching or have been exceeded. Once alerted, they are able to respond by redirecting contact center resources to increase representative productivity and respond more effectively to the influx of incoming calls.

Call quality recording

Call Quality Recording allows management to automatically record 100% of all incoming calls to our Customer Service Call Center to monitor for accuracy and efficiency. We randomly score three calls per month with each agent to identify strengths and training opportunities for our representatives. In addition, we are in the process of adding a video recording component to the existing audio recording functionality to give us the opportunity to record all aspects of the incoming calls to our call center.

Email management tool

We have an email routing system that automatically reroutes an email based upon the amount of time it waits unanswered within a mailbox. This new system enhances proficiency and shortens email response time.

Call Center scheduling software

Our scheduling software automatically monitors the number of agents assigned within each area and notifies management if staffing levels are not adequate to handle current call

		<p>volumes. The system also reevaluates staffing levels throughout the day and assists with the control of staffing levels during breaks and lunches to help avoid shortages of representatives during heavy call volume periods.</p> <p>Language assistance The Customer Service Center utilizes the Language Line (<a href="http://www.languageline.com">www.languageline.com</a>) for all foreign language translation requirements. The Language Line is an on-demand service that allows us to communicate in more than 170 languages, ensuring a professional, accurate experience for the caller and avoiding the risk of misinterpretation.</p>	
44	Describe any service contract options for the items included in your proposal.	U.S. Bank cannot agree to incorporate program implementation or customer service details, scope of work, proposals or other similar materials into a contract. Such materials are established as a business presentation or work tools and are not material to a binding legal document for credit lines and account products. Further, such information (implementation timelines, scope of work, etc.) is intricate, often changes over time and may be based on decision points at the outset of an implementation or during the course of the implementation. It would be difficult to integrate these fluid concepts into a contract. Moreover, having such details in a contract can set up U.S. Bank for breach of the contract over a minor issue (a call not returned, or report formatted incorrectly, etc.) when it is our desire to work with a client to ensure that their unique circumstances are considered and appropriately handled.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	We offer billing cycle dates on any day of the month. Payments are due within 25 days of the statement date.	*
46	Describe available payment options (frequency, method, platform, etc.)?	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 and coupon payments. -Online ePay—Users can set up bank account information to pay online through ACH. Account information can be saved for reoccurring monthly payments.	*
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Participating Entities will request participation through the Sourcwell 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 Sourcwell Participation Entity Addendum 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.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	U.S. Bank does not currently offer this feature.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	<p>Voyager is pleased to present Sourcwell a pricing model which includes the following incentive share components:</p> <ul style="list-style-type: none"> <li>-State Volume Rebate/Incentive Share</li> <li>-Non-state/other entity Volume Rebate/Incentive Share</li> <li>-Entity Payment Performance Incentive Share</li> <li>-Voyager Maintenance Solution Incentive Share</li> <li>-Sourcwell Fee Incentive</li> <li>-Sample calculation included</li> </ul> <p>Please refer to the Pricing Exhibit.</p>
50	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 the Pricing Exhibit
51	Describe any quantity or volume discounts or rebate programs that you offer.	Volume rebates are displayed in the Pricing Exhibit
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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 the Pricing Exhibit
53	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.
54	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable.
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>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.</p> <p>U.S. Bank Freight Payment includes:</p> <ul style="list-style-type: none"> <li>-100% Pre-Payment Audit—We will conduct a systematic pre-payment invoice audit on every line item using 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 Sourcwell. 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.</li> <li>-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</li> </ul>

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 Sourcewell 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 has the opportunity to 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 Sourcewell a paperless solution. We receive 99% 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—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.

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:

- Auditing
- Payment
- Business Intelligence
- Rating
- G/L Coding and Cost Center Allocation
- Small Parcel Solutions
- Invoice Processing
- Trade Finance
- Exception Resolution
- Peer Benchmarking

Our vision is to work with Sourcewell to create the most efficient, cost-effective and secure freight payment environment available 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.

56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Properly maintaining fleet vehicles not only keeps drivers safe, it keeps your business moving. The Voyager Maintenance Solution does both and helps fleets to easily manage routine maintenance and emergency repairs with built-in controls and access to granular details for all work performed. For the first time, maintenance expenses can be fully integrated with fuel purchases for holistic visibility across your Voyager Fleet Program and into the total cost of ownership. The Voyager Maintenance Solution delivers innovative, cardless payments and:</p> <ul style="list-style-type: none"> <li>-Enhanced data and controls—Establish the parameters for all maintenance performed on your vehicles from aligning routine repairs to match manufacturers' specifications to allowing specified emergency repairs. All maintenance requests follow automated workflow and authorization processes so that you can more effectively manage expenses without surprises.</li> <li>-Increased cost savings and efficiencies—Control what, when and where all repairs and services can be performed. Streamline maintenance management to save time for you and your drivers.</li> <li>-Centralized fleet program and billing—Manage a single bill reflecting all fuel and maintenance expenses, simplifying overall fleet management.</li> </ul> <p>A driver starts by taking the vehicle to a participating merchant location. The merchant scans or enters the VIN and locates the vehicle information; they then enter the repair order for the requested services and submit for approval. The repair order is sent electronically to Voyager Maintenance Solution to approve the transaction based on Sourcewell's predefined maintenance policy rules, spend controls and available credit/open to buy dollars for the transaction. If the repair order contains items that agree with the policy rules and the available dollars on the account, the repair order will be returned as approved to the merchant's point of sale for completion of the service.</p>
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	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 each 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.
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Please refer to the Pricing Exhibit for all information including the administrative fee.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>U.S. Bank offers Sourcewell the flexibility and expertise necessary to manage and grow an effective fleet card program. Since 1999, 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 more than 320,000 fuel and maintenance locations and advanced processing systems. More than just a fuel card, the U.S. Bank Voyager Fleet Card connects Sourcewell with an array of fuel, maintenance and service solutions that simplifies fleet management. Features of our program include:</p> <p><b>Nationwide acceptance</b> Our fleet card runs on the Voyager® Network, which is one of the country's largest fuel and maintenance merchant networks. More than 320,000 major and regional fuel and maintenance locations in all 50 states and Puerto Rico accept the U.S. Bank Voyager Fleet Card, with new sites added daily. Of those merchants, approximately 180,000 are fuel merchants, which represent 97% of all accepting fuel merchants in the United States.</p> <p><b>24-hour customer service support</b> U.S. Bank has a 24/7 customer service center dedicated to Sourcewell's fleet management program. By dialing a toll-free number, your cardholders are able to 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 authorized Sourcewell Fleet Administrators access to the Fleet Commander® Online suite of products.</p> <p><b>Fleet Commander® Online</b> No other fleet solution provides the account and spend control capability that U.S. Bank offers. We have created the industry's most robust and user-friendly fleet management website, Fleet Commander® Online, that offers clients control</p>

		<p>through a secure, web-based fleet management program. You can observe, update, track and manage fleet operations and fleet card accounts.</p> <p>With 100% Level III data capture, 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.</p> <p>Within Fleet Commander® Online, Fleet Administrators can:</p> <ul style="list-style-type: none"> <li>-Create new cards and edit current cards.</li> <li>-Add, edit or remove drivers and vehicles.</li> <li>-Perform maintenance on multiple cards, drivers or vehicles simultaneously.</li> <li>-Access Voyager Maintenance Solution for managing maintenance policies and viewing additional maintenance and repair details.</li> </ul> <p>Individual permissions can also be assigned to users as well. Examples of these permissions include:</p> <ul style="list-style-type: none"> <li>-Run reports—Billing reports and standard reports.</li> <li>-Access to view information—Accounts, vehicles, cards and drivers.</li> <li>-Create and edit—Cards, drivers, vehicles, standard authorization limits, advanced authorization limits and temporary authorization limits.</li> <li>-Bill Pay—Ability to pay bills online.</li> </ul> <p>Please visit <a href="https://www.usbpayment.com/fleet-solutions/managers">https://www.usbpayment.com/fleet-solutions/managers</a> for additional information on the benefits of using the Voyager Fleet Card Program on the Voyager Network.</p>
61	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Voyager Maintenance Solution</p> <p>Properly maintaining fleet vehicles not only keeps drivers safe, it keeps your business moving. The Voyager Maintenance Solution does both and helps fleets to easily manage routine maintenance and emergency repairs with built-in controls and access to granular details for all work performed. For the first time, maintenance expenses can be fully integrated with fuel purchases for holistic visibility across your Voyager Fleet Program and into the total cost of ownership. The Voyager Maintenance Solution delivers innovative, cardless payments and:</p> <ul style="list-style-type: none"> <li>-Enhanced data and controls—Establish the parameters for all maintenance performed on your vehicles from aligning routine repairs to match manufacturers' specifications to allowing specified emergency repairs. All maintenance requests follow automated workflow and authorization processes so that you can more effectively manage expenses without surprises.</li> <li>-Increased cost savings and efficiencies—Control what, when and where all repairs and services can be performed. Streamline maintenance management to save time for you and your drivers.</li> <li>-Centralized fleet program and billing—Manage a single bill reflecting all fuel and maintenance expenses, simplifying overall fleet management.</li> </ul> <p>A driver starts by taking the vehicle to a participating merchant location. The merchant scans or enters the VIN and locates the vehicle information; they then enter the repair order for the requested services and submit for approval. The repair order is sent electronically to Voyager Maintenance Solution to approve the transaction based on Sourcewell's predefined maintenance policy rules, spend controls and available credit/open to buy dollars for the transaction. If the repair order contains items that agree with</p>

the policy rules and the available dollars on the account, the repair order will be returned as approved to the merchant's point of sale for completion of the service.

#### Multi Service Aviation

To support your aviation fueling and service needs, we can provide our Multi Service Aviation card as a companion to your Voyager Fleet Card program.

The Multi Service Aviation card provides you with access to our global aviation acceptance network, with more than 7,500 merchant locations worldwide. To further streamline your program, we will combine all aviation and fleet related purchases into one invoice, allowing you to make a single payment.

#### TeleTrans

TeleTrans is a paperless payment processing system that provides suppliers with an efficient, cost-effective method of accepting the Voyager Fleet Card without having to purchase any additional electronic point of sale equipment and allows these vendors to begin accepting the Voyager Fleet Card immediately. We convert the TeleTrans payment into an electronic Level III transaction and generates a settlement back to the merchant.

The participating TeleTrans merchant performs the service on the vehicle and then contacts U.S. Bank for payment. The TeleTrans representatives will enter the transaction detail, confirm the invoice and provide an approval code to the merchant. The TeleTrans transaction detail will be downloaded into Fleet Commander® Online and will appear on your next billing statement. The TeleTrans program can be restricted to emergency situations only or parameters can be defined by Sourcewell for the purchase of maintenance related goods and services.

Several hundred U.S. Bank customers utilize the TeleTrans service nationwide.

Features and benefits include the following:

- Reduced administrative expenses
- Better security and control of payment process
- Maintenance transaction detail provided on all U.S. Bank reports
- Consolidated (fuel & maintenance) billing statement
- Increased acceptance base
- Audit trail of payment activity

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
62	Fleet card payments	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered.
63	Mobile application, digital, and/or virtual payment services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered.
64	Fleet payment data analytics	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered.
65	Integrated telematics solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	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 an Application Programming Interface (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.
66	Web-based account management and reporting tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered.
67	Private-site fuel location payment or data services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered.
68	Electric vehicle charging station fee payment	<input checked="" type="radio"/> Yes <input type="radio"/> No	The U.S. Bank Voyager fleet card is accepted at ChargePoint charging stations.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
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69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>A complete set of account review tools provide Sourcewell 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.</p> <p>We address the entire fleet supply chain by providing ongoing consultation and collaboration with clients to help clients identify cost saving initiatives, discount opportunities and diverse transaction consolidation. Account reviews can improve fleet management in the following areas:</p> <ul style="list-style-type: none"> <li>-Accounting</li> <li>-Settlement</li> <li>-Data exchange</li> <li>-Transaction integration</li> <li>-Compliance</li> <li>-Discount merchant networks</li> <li>-Aviation fuels</li> <li>-Maintenance and parts services</li> <li>-Bulk fueling and wet-hosing</li> <li>-Additional U.S. Bank payment solutions</li> </ul>
70	Describe available features or controls that assist with mitigation of fraud, waste, or abuse in the solutions offered.	<p>Sourcewell is not liable for unauthorized purchases made on a lost or stolen card, provided that the card is reported via telephone or online portal to U.S. Bank as lost or stolen and cancelled immediately.</p> <p>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:</p> <p>Account monitoring and notification</p> <ul style="list-style-type: none"> <li>-Dedicated fraud team working to identify trends and eliminate repeat fraud</li> <li>-Near and real-time card fuel usage discrepancy blocking</li> <li>-Real-time fraud rules engine</li> <li>-Continuous transaction trend analysis</li> <li>-Outbound calls to Sourcewell to verify activity</li> </ul> <p>Detection strategies</p> <ul style="list-style-type: none"> <li>-Real-time behavior-based detection tool: <ul style="list-style-type: none"> <li>-Unique to Voyager at U.S. Bank</li> <li>-Specific to the fleet industry</li> <li>-Risk identification point scores</li> <li>-Uses historical behavior learned by the system and rules based on analysis of previous confirmed fraud cases</li> </ul> </li> <li>-Case Management/Analytics</li> <li>-Comprehensive reporting</li> <li>-Standard industry best practices</li> </ul> <p>Customized risk management</p> <ul style="list-style-type: none"> <li>-Account setup and maintenance policies</li> <li>-Appropriate card controls</li> <li>-Transactions restricted to fuel and maintenance locations</li> </ul> <p>Comprehensive investigation</p> <ul style="list-style-type: none"> <li>-Complete online transaction history for each account and organization</li> <li>-Sales receipts</li> <li>-Onsite merchant cameras</li> <li>-Coordination with local, state and Federal enforcement agencies</li> </ul> <p>Dispute overview 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.</p>

#### Dispute initiation

Fleet Administrators can initiate disputes either through Fleet Commander® Online or by calling our Customer Service Center. Within Fleet Commander® Online, 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. Below is a screenshot of the dispute transaction form within Fleet Commander® Online.

#### 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 Fleet Commander Online, as well as the dispute history and supporting documentation.

#### Dispute resolution

Dispute resolution follows these steps:

- Sourcewell initiates a dispute via Fleet Commander® Online or by calling our Customer Service Center.
- 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.

#### Real-time purchase alerts

Fleet Commander® Online 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 Fleet Commander® Online Message Center, 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.

		<p>-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.</p>
<p>71</p>	<p>Describe the acceptance network of the card, mobile application, digital, or virtual payment services offered for vehicle, aviation, and/or marine fleets, as applicable.</p>	<p>Sourcewell cardholders 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.</p> <p>Should Participants choose the Mastercard Fleet Card, the cardholder will be able to make a purchase anywhere Mastercard is accepted. Mastercard has over 176,000 fueling locations in the United States and receives level III fleet data from over 92% of fueling transactions. Mastercard has over 398,000 maintenance locations in the United States and receives level III fleet data from over 32% of maintenance transactions.</p> <p>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.</p> <p>We have established strategic relationships with all the major oil companies and regional fueling locations across the United States.</p> <p>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.</p> <p>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.</p> <p><b>Voyager Mobile Application</b>          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.</p> <p>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</p> <p>The Voyager Mobile App was developed to assist with savings.</p> <p>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:</p>

		<p>-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.</p> <p>-Custom sites—Makes card lock and private sites visible to drivers alongside commercial sites.</p> <p>-Discount sites—Flags commercial sites where the fleet receives a proprietary discount.</p> <p>-Truck stop locations—Differentiates between consumer diesel pumps (low canopy) and truck stops (high canopy) for the benefit of tractor trailer drivers.</p> <p>-Fuel types—Provides the location of both petroleum-based and alternative fuels in the same app for mixed fleets.</p> <p>-Comment sharing—Enables drivers within a fleet to log and share comments with their peers.</p> <p>These features lower barriers to driver adoption, increase driver information and improve potential savings.</p> <p>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.</p> <p>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 would have the ability to identify the lowest-priced locations while in route or the nearest fueling location, saving time and fuel.</p>
72	<p>If offering payment services for electric vehicle charging station fees, describe available data collection and sharing options.</p>	<p>We added ChargePoint to the Voyager Network, adding tens of thousands of electric vehicle charging stations across the United States. ChargePoint brings electric vehicle charging to more people and places than ever before with the largest and most open charging network in the world. ChargePoint designs, builds and supports the technology that powers this network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people choose to drive electric.</p>

73	Explain the value-added tools offered for fleet data analytics, integrated telematics, data file transfer and validation, private-site fueling solutions, fleet technology interfaces, etc.	<p>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. Services can include: roadside assistance, glass networks and onsite bulk fueling, routine maintenance and emergency repairs, data analytics, fraud and suspicious activity monitoring, Application Program Interface (API), etc.</p> <p>Our investments in technology are as follows:</p> <ul style="list-style-type: none"> <li>-Voyager maintenance solution-Integrates your maintenance and fuel purchases for visibility across your Voyager Fleet Card Program. Our innovative, cardless payment solution provides enhanced data and controls that allow you to establish the parameters for all maintenance performed on your vehicles. It also provides centralized program and billing for your fueling and maintenance needs and is not available from our competitors.</li> <li>-Enhanced dispute functionality-Enables a Fleet Manager to track the status of a disputed transaction as well as cancel the dispute through U.S Bank Fleet Commander® Online.</li> <li>-Product code limits enablement-Provides the ability for card accounts to limit the number of transaction and dollar amounts by product code.</li> <li>-Voyager Mobile App-Allows drivers to pinpoint fueling locations, current prices and routing with their smartphones or tablets. A hands-free audio feature announces information, allowing drivers to remain focused on the road. It even includes filtering by fuel type and amenities, such as car washes, pay at the pump, space for oversized vehicles and maintenance service capabilities.</li> <li>-Voyager transaction API integration-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.</li> <li>-Voyager Account Management API-Enables 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 controls including cancelling and suspending cards in real time.</li> </ul>
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### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell 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."
- Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - 7.32 Marketing Samples.pdf - Wednesday August 05, 2020 13:27:20
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Pricing](#) - U.S. Bank Pricing Exhibit.pdf - Thursday August 06, 2020 13:45:17
  - Additional Document (optional)

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. 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>;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at:  
<https://www.sam.gov/portal/3>; or

c. 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 the Canadian 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. - Brad Hoffelt, 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 contractual obligations contemplated in the bid.

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
<b>Addendum_2_Fleet_Payment_Solutions_RFP080620</b> Wed July 29 2020 05:48 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Fleet_Payment_Solutions_RFP080620</b> Sun July 5 2020 09:09 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT #080620-USB**

THIS AMENDMENT is by and between **Sourcewell** and **U.S. Bancorp, dba U.S. Bank Corporate Payment Systems** (Vendor).

Sourcewell awarded a contract to Vendor for Fleet Payment Solutions with Related Services effective October 5, 2020, through September 7, 2024 (Contract). The Vendor has requested that its name be modified to U.S. Bank National Association since the Contract should have been originally executed under that name.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. On Page 1 in the first paragraph, "U.S. Bancorp dba U.S. Bank Corporate Payment Systems" will be replaced by "U.S. Bank National Association."
3. On the signature block on Page 17, "U.S. Bancorp dba U.S. Bank Corporate Payment Systems" will be replaced by "U.S. Bank National Association."

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

DocuSigned by:  
  
 \_\_\_\_\_  
 Jeremy Schwartz, Chief Procurement Officer

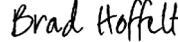
Date: 8/10/2021 | 1:20 PM CDT

Approved:

DocuSigned by:  
  
 \_\_\_\_\_  
 Chad Coquette, Executive Director/CEO

Date: 8/10/2021 | 1:23 PM CDT

**U.S. Bank National Association**

DocuSigned by:  
 By   
 \_\_\_\_\_  
 Brad Hoffelt, CEO

Date: 8/10/2021 | 12:58 PM CDT

 M.H.