

**DIANA MANGIOGLU**  
CITY TREASURER  
DIRECTOR of FINANCE

**CITY OF LOS ANGELES**  
CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF FINANCE**  
200 N. SPRING ST.  
ROOM 220 – CITY HALL  
LOS ANGELES, CA 90012

(844) 663-4411

<https://finance.lacity.gov>

December 1, 2025

The City Council  
City of Los Angeles  
200 North Spring Street  
City Hall

**TRANSMITTAL: PROPOSAL TO EXECUTE A CONTRACT WITH US BANK NATIONAL ASSOCIATION FOR FUEL AND FLEET COMMERCIAL CARD SERVICES**

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached City ED3 Report, approved and waived by the Mayor of the City of Los Angeles.

The Office of Finance (Finance) requests the City Council to approve the execution of a subsidiary agreement with US Bank National Association (“US Bank”) for a period of four (4) years under the State of Minnesota (“Minnesota”) Sourcewell Master Service Agreement RFP #030625 for fuel and fleet commercial card services. Sourcewell is a Minnesota local government agency and service cooperative created under the laws of Minnesota (Minnesota Statutes Section 123A.21) that offers a Cooperative Purchasing Program to government entities.

Under this proposed contract, Finance will receive fleet and fuel commercial card services at the same cost as other participating local governmental agencies in the Sourcewell program. The term of the Sourcewell contract is effective from September 8, 2025 to June 27, 2029. The fees assessed by the contract are based on a monthly maintenance fee per cardholder, and a monthly finance fee for the City’s master account.



The Los Angeles City Council  
December 1, 2025  
Page 2

If you have any questions, please contact Jesse Bustamante, Senior Management Analyst, at (213) 978-1554 or by e-mail at [jesse.bustamante@lacity.org](mailto:jesse.bustamante@lacity.org).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Diana', with a stylized flourish at the end.

Diana Mangioglu  
City Treasurer / Director of Finance

Attachments: Executive Directive 3 Waiver and Draft Agreement with U.S. Bank for Voyager Fleet Card

**TRANSMITTAL**

TO  
Office of Finance

DATE  
11/26/2025

FROM  
The Mayor

**REQUEST FOR TO EXECUTE A CONTRACT WITH US BANK NATIONAL ASSOCIATION  
FOR FUEL AND FLEET COMMERCIAL CARD SERVICES**

Approved, ED3 waived, and transmitted for further processing.



\_\_\_\_\_  
MAYOR  
(Mitch Kamin for)

**DIANA MANGIOGLU**  
CITY TREASURER  
DIRECTOR of FINANCE

**CITY OF LOS ANGELES**  
CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF FINANCE**  
200 N. SPRING ST.  
ROOM 220 – CITY HALL  
LOS ANGELES, CA 90012

(844) 663-4411

<https://finance.lacity.gov>

November 5, 2025

The Honorable Karen Bass, Mayor  
City of Los Angeles  
200 North Spring Street  
Room 303, City Hall

Attention: Legislative Coordinator

**RE: EXECUTIVE DIRECTIVE NO. 3 WAIVER: REQUEST TO EXECUTE A  
CONTRACT WITH US BANK NATIONAL ASSOCIATION FOR FUEL AND  
FLEET COMMERCIAL CARD SERVICES**

The Office of Finance (Finance) requests a waiver from Executive Directive 3 and approval to enter into a subsidiary agreement with US Bank National Association (“US Bank”) for a period of four (4) years under the State of Minnesota (“Minnesota”) Sourcewell Master Service Agreement RFP #030625 for fuel and fleet commercial card services. Sourcewell is a Minnesota local government agency and service cooperative created under the laws of Minnesota (Minnesota Statutes Section 123A.21) that offers a Cooperative Purchasing Program to government entities.

Under this proposed contract, Finance will receive fleet and fuel commercial card services at the same cost as other participating local governmental agencies in the Sourcewell program. The term of the Sourcewell contract is effective from September 8, 2025 to June 27, 2029. The fees assessed by the contract are based on a monthly maintenance fee per cardholder, and a monthly finance fee for the City’s master account.

**BACKGROUND**

The Office of Finance, pursuant to the City Charter, is responsible for the provision of banking services, including fleet and commercial card program services, for the City of Los Angeles. The U.S Bank Voyager fleet card is the primary mechanism used by the Police, Fire and General Services Departments to pay for fuel and fleet maintenance services.



The Honorable Mayor Karen Bass

November 5, 2025

Page 2

The City's previous contract, C-145636, is a subsidiary agreement with US Bank, executed through the Sourcewell Master Service Agreement RFP #080620, which commenced on September 7, 2023 and expired on September 7, 2025. During this contract period, US Bank has provided card offerings and program services that provided operational efficiency and supported the functionality of fleet operations for the Police, Fire, and General Services Departments.

Sourcewell renewed the previous Master Service Agreement #080620 with US Bank for the fleet and fuel card program resulting in the new RFP #030625. Finance and the participating departments have evaluated that the service offerings under the new Sourcewell Master Service Agreement provide the same service level as the previous contract with US Bank.

### **CURRENT REQUEST**

Fleet and Fuel Commercial card services are an essential tool to maintain departmental fleet operations when City facilities are unavailable or unequipped to provide necessary fuel or maintenance materials. As such, Finance requests the authority to enter into this agreement for four (4) years. The Office of the City Attorney has reviewed the attached draft agreement.

### **FISCAL IMPACT**

There is no impact to the General Fund and budgeted funds are available for these services.

### **RECOMMENDATION**

Finance respectfully requests that the Mayor, subject to approval of the City Council:

Authorize the Director of Finance to execute a subsidiary agreement to contract with US Bank National Association for a period of four years, from September 8, 2025, to June 27, 2029, subject to final review and approval by the Office of the City Attorney as to form and legality.

If you have any questions, please contact Jesse Bustamante, Senior Management Analyst, at (213) 978-1554 or by e-mail at [jesse.bustamante@lacity.org](mailto:jesse.bustamante@lacity.org).

Sincerely,



Diana Mangioglu  
City Treasurer / Director of Finance

The Honorable Mayor Karen Bass

November 5, 2025

Page 3

Attachments: Draft Agreement with U.S. Bank for Voyager Fleet Card

cc: Lidia Manzanares, Office of the Mayor  
Thomas Arechiga, Office of the Mayor  
Delilah Puche, Office of the City Administrative Officer  
LaTanya Roux, Office of the City Administrative Officer  
Angela Berumen, Office of Finance  
Thomas Juarez, Office of Finance  
Mario Interiano, Office of Finance

**AGREEMENT NO. C-\_\_\_\_\_**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**OFFICE OF FINANCE**

**AND**

**U.S. BANK NATIONAL ASSOCIATION**

**FOR**

**FLEET CARD PROGRAM SERVICES**

**AGREEMENT NO. C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**OFFICE OF FINANCE**  
**AND**  
**U.S. BANK NATIONAL ASSOCIATION**  
**FOR**  
**FLEET CARD PROGRAM SERVICES**

**This Agreement** (“Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation chartered by the laws of the State of California, acting by and through the Office of Finance (“**City**” or “**Customer**”), and U.S. Bank National Association (“**Contractor**”), a national banking association, referred collectively herein as the “Parties” or individually as “Party”, with reference to the following:

**WHEREAS**, the Office of Finance, pursuant to the City Charter, is responsible for the provision of banking services, including fleet and commercial card program services, for the City of Los Angeles; and,

**WHEREAS**, the previous contract C-145636 for fleet card program services with Contractor included an expiration date of September 7, 2025; and,

**WHEREAS**, 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; and,

**WHEREAS**, Sourcewell conducted a competitive award process and entered into an agreement (RFP #030625) with Contractor on June 27, 2025, for fleet card program services; and,

**WHEREAS**, with its selection of Contractor, Sourcewell authorized local governments, such as cities and counties, to utilize, at their own discretion, the Sourcewell’s procurement process for Contractor’s services; and

**WHEREAS**, the City, having reviewed the Sourcewell’s scope of work and procurement process, concluded that Contractor has the expertise, skills, and abilities to perform such work for the City; and

**WHEREAS**, the City continues to require the fleet and commercial card services provided by Contractor to maintain its operations;

**NOW, THEREFORE**, in consideration of the above premises and of the representations and covenants hereinafter set forth, the Parties hereto represent and covenant as follows:

## 1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

### 1.1. Parties to the Agreement

The Parties to this Agreement are:

City – The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring St., Room 220, Los Angeles, California 90012.

Contractor – U.S. Bank National Association, having its principal office at 200 South 6<sup>th</sup> Street, Minneapolis, Minnesota 55402.

### 1.2. Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

#### 1.2.1. The City's representative is, unless otherwise stated in the Agreement:

Diana Mangioglu, City Treasurer/Director of the Office of Finance  
Los Angeles Office of Finance  
200 N. Spring St., Room 220  
Los Angeles, California 90012

With copies to:

Mario Interiano  
Chief Management Analyst, Administrative Services Division  
Los Angeles Office of Finance  
200 N. Spring St. Room 220  
Los Angeles, California 90012

#### 1.2.2. The Contractor's representative is, unless otherwise stated in the Agreement:

Mark Hess  
U.S. Bank Plaza  
200 South Sixth Street, Minneapolis, MN 55402  
612-964-8162

1.2.3. The designated Project Manager for the City is:

Jeffrey Mckimson  
Management Analyst, Fuel Services & Environmental Compliance Division  
City of Los Angeles Department of General Services  
111 E 1st St 6th Floor  
Los Angeles, California 90012

1.3. Formal Notices

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of receipt.

## **2. TERM OF THE AGREEMENT**

2.1. Term

The initial term of this Agreement shall commence on September 8, 2025 and end June 27, 2029, unless terminated earlier as provided herein.

2.2. Ratification

Due to the urgent need for Contractor's services, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

## **3. SCOPE OF WORK**

3.1. Overview of Services

The services to be provided in this Agreement are those described in the Sourcewell Agreement, a copy of which is attached hereto as Attachment A. The specific services are detailed in the following sections of that agreement:

- Article 1, General Term, Section 7 (Scope)
- Article 1, General Term, Section 8 (Included Solutions)
- Article 1, General Term, Section 9 (Indefinite Quantity)

## 4. PAYMENT

### 4.1. Method of Payment

The payment provisions for this Agreement are described in the Billing and Payment Provisions set forth in Section 2.2 of the US Bank Voyager Fleet Cobrand Card Program Application, a copy of which is attached hereto as Attachment B.

The Contractor must submit the monthly electronic billing statement to the designated Project Manager:

Jeffrey Mckimson  
Management Analyst, Fuel Services & Environmental Compliance Division  
City of Los Angeles Department of General Services  
111 E 1st St 6th Floor  
Los Angeles, California 90012

Email: [jeffrey.mckimson@lacity.org](mailto:jeffrey.mckimson@lacity.org)  
Phone: (213) 978-3790

## 5. NON-EXCLUSIVE

The City and Contractor understand and agree this is a non-exclusive Agreement to provide services to the City and that the City reserves the right to enter into agreement with other contractors/consultants to provide similar services during the term of this Agreement.

## 6. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25) [v.2], attached hereto and incorporated herein as Attachment C, subject to the amendments provided herein:

### 6.1. PSC-15 Current Los Angeles City Business Tax Registration Certificate Required

Section PSC-15 of the Standard Provisions titled "Current Los Angeles City Business Tax Registration Certificate Required" is deleted in its entirety and the following is substituted in lieu thereof:

For the duration of this Contract, to the extent applicable, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

## 6.2. PSC-16 Retention of Records, Audit and Reports

Section PSC-16 of the Standard Provisions titled “Retention of Records, Audit and Reports” is deleted in its entirety and the following is substituted in lieu thereof:

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. These records will be subject to examination and audit by authorized **CITY** personnel or **CITY’S** representatives at any time with no less than 30 days’ notice. **CITY** shall audit under this section no more than once a year, and **CITY** will bear the cost of said audit. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision. The definition of “Subcontract(s)” does not include **CONTRACTOR’S** third-party vendors which provide goods or services to **CONTRACTOR** in the ordinary course of business, and do not provide goods or services directly to the **CITY** or directly support this Contract.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY’S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

## 6.3. PSC-22 Data Protection

Section PSC-22 of the Standard Provisions titled “Data Protection” is deleted in its entirety and the following is substituted in lieu thereof:

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within seventy-two hours, after **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data on Contractor’s systems (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security on Contractor’s

systems (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus.

**CONTRACTOR** shall begin remediation immediately.

**CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share a non-privileged summary of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall reasonably cooperate with **CITY**, its agents and law enforcement, unless otherwise prohibited by law.

- B. If **CITY** is subject to liability for any Data Breach or Security, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

#### 6.4. PSC-23 Insurance

Section PSC-23 of the Standard Provisions titled "Insurance" is deleted in its entirety and the following is substituted in lieu thereof:

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide evidence of and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### 6.5. PSC-26 Mandatory Provisions Pertaining to Non-Discrimination in Employment

Section PSC-26 of the Standard Provisions titled "Mandatory Provisions Pertaining to Non-Discrimination in Employment" shall be of no force or effect

pursuant to the exemptions provided in Los Angeles Administrative Code Section 10.8.2.1(i)(2)(b)(ii).

#### 6.6. PSC-29 Service Contractor Worker Retention Ordinance

Section PSC-29 of the Standard Provisions titled “Service Contractor Worker Retention Ordinance” is deleted in its entirety and the following is substituted in lieu thereof:

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed directly for this Contract must include an identical provision.

#### 6.7. PSC-31 Contractor Responsibility Ordinance

Section PSC-31 of the Standard Provisions titled “Contractor Responsibility Ordinance” shall be of no force or effect pursuant to the exemptions provided in Los Angeles Administrative Code Section 10.40.4 a(3).

#### 6.8. PSC-33 Slavery Disclosure Ordinance

Section PSC-33 of the Standard Provisions titled “Slavery Disclosure Ordinance” shall be of no force or effect pursuant to the exemptions provided in Los Angeles Administrative Code Section 10.41.3 (9).

#### 6.9. PSC-34 First Source Hiring Ordinance

Section PSC-34 of the Standard Provisions titled “First Source Hiring Ordinance” shall be of no force or effect pursuant to the exemptions provided in Los Angeles Administrative Code Section 10.44.9(h).

#### 6.10. PSC-38 Contractors’ Use of Criminal History for Consideration of Employment Applications

Section PSC-38 of the Standard Provisions titled “Contractors’ Use of Criminal History for Consideration of Employment Applications” is deleted in its entirety and the following is substituted in lieu thereof:

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time, unless compliance with said ordinance would violate Federal law or regulation. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

## 6.11. PSC-40 Compliance with Identity Theft Laws and Payment Card Data Security Standards

Section PSC-40 of the Standard Provisions titled “Compliance with Identity Theft Laws and Payment Card Data Security Standards” is deleted in its entirety and the following is substituted in lieu thereof:

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with applicable Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

## 7. INSURANCE CONTRACTUAL REQUIREMENTS

By entering into this Agreement with the City, the Contractor agrees to abide by Exhibit 1 – Insurance Contractual Requirement, included in the Standard Provisions for City Contracts (Rev. 1/25) [v.2], attached hereto and incorporated herein as Attachment C, subject to the amendments provided herein:

7.1. **CONTRACTUAL REQUIREMENTS** of Exhibit 1 – Insurance Contractual Requirements are deleted in their entirety and the following substituted in lieu thereof:

CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable General Liability and Automobile liability policies to cover the CITY’S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee on a loss submission form As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or

materially reduce coverage or limits below the requirements here within prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims. If any of the required coverages do not have such a notice of cancellation endorsement then the obligation to notify shall reside with the Contractor.

**3. Primary Coverage.** CONTRACTOR will provide General Liability and Automobile Liability coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute.

Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## **8. MUNICIPAL LOBBYING ORDINANCE**

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contracts, and debarment.

## **9. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

At the end of this Agreement, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of this Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Agreement. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **10. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

## **11. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Agreement, and any exhibits, attachments, including the Sourcewell Agreement (RFP #030625) or documents incorporated herein by inclusion or by reference, constitute the final, complete, and entire Agreement between the City and the Contractor, and supersedes all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of each Party. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, or documents, the order of precedence will be as follows:

1. This Agreement;
2. Attachment A - The Master Service Agreement (RFP #030625) by and between the Sourcewell and U.S. Bancorp dba U.S. Bank Corporate Payment Systems;
3. Attachment B – US Bank Voyager Fleet Cobrand Card Program Application;
4. Attachment C - Standard Provisions for City Contracts (Rev. 1/25) [v.2]

**[Signature page follows]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**The City of Los Angeles**, a Municipal Corporation

**By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.**

By: \_\_\_\_\_  
Diana Mangioglou  
City Treasurer/Director of Finance  
Office of Finance

Date: \_\_\_\_\_

**[Contractor]**  
a **[State] [corporation or limited liability company]**

By: \_\_\_\_\_  
[NAME]  
[Title]

Date: \_\_\_\_\_

By\*\*: \_\_\_\_\_  
[Name]  
[Title]

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Charles Hong  
Assistant City Attorney

Date: \_\_\_\_\_

**ATTEST:**

PATRICE Y. LATTIMORE, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

City Agreement Number: \_\_\_\_\_

Council File Number: \_\_\_\_\_

NOTE: \*Approved signature methods for California corporations:

A. Two Signatures: One of the Chairman of the Board of Directors, President, or Vice-President, **AND** one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

B. One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

**ATTACHMENT A**

**Master Service Agreement by and between the Sourcewell and U.S. Bancorp dba U.S. Bank Corporate Payment Systems - RFP #030625**

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

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

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

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

**Article 1:  
General Terms**

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

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

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

- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in receivership with the Federal Deposit Insurance Corporation. Supplier has disclosed all current and completed receivership proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters into receivership at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

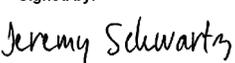
### **Article 3: Supplier Obligations to Participating Entities**

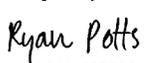
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

Sourcewell

U.S. Bank National Association

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

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

# RFP 030625 - 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 January 24, 2025 09:50:57  
Submitted On: Thursday March 06, 2025 13:33:35  
Submitted By: Beverly Wilson  
Email: beverly.wilson@usbank.com  
Transaction #: 8d3d3981-3fdb-4315-8220-eb00f1e6da4f  
Submitter's IP Address: 147.243.240.143

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**Specifications**

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

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

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

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

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</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> <p>We trace our earliest roots to 1853, when Farmers and Millers Bank in Milwaukee opened its doors, eventually becoming First Wisconsin and, ultimately, Firststar. In St. Louis in 1855, the Mercantile Trust Company was founded. The First National Bank of Cincinnati opened for business in 1863 and grew through many more decades to eventually become Star Banc Corporation.</p> <p>The First National Bank of St. Paul was chartered in 1864 after doing business for 11 years as Parker Paine &amp; Co. A year later, The First National Bank of Minneapolis received its charter. Before that, it had been a private banking house called Sidel, Wolford &amp; Co. These two First Nationals formed a holding company in early 1929 that became known as First Bank Stock Corporation – which it remained until 1968, when it took the name First Bank System.</p> <p>In 1891, The United States National Bank of Portland, Oregon, was chartered. In 1902, the U.S. National Bank of Portland was merged into the Ainsworth National Bank of Portland but kept the U.S. National Bank name. This turned out to be an auspicious decision, as a 1913 federal law prohibited other banks from using United States in their names from that time forward. U.S. National was among the first banks to form a one-bank holding company – called U.S. Bancorp.</p> <p>These banks thrived as independent entities, each growing into a respected force (and usually the largest commercial bank) in their respective marketplaces. As opportunities arose, each participated in in-market mergers and acquisitions during the early decades of the 20th century and wider-spread expansions during the 1980s and 1990s – including bringing Colorado National Bank into First Bank System in 1993 and West One Bancorp into the original U.S. Bancorp in 1995.</p> <p>We will not list every bank whose customers, branches, expertise and assets combined with these ancestor banks. Since 1988 alone, more than 50 banks, large and small, have helped to form today's U.S. Bancorp. During the 1990s, Star, Firststar and Mercantile merged to become the new Firststar, and First Bank System and U.S. Bancorp combined as U.S. Bancorp. In 2001, Firststar and U.S. Bancorp became the new U.S. Bancorp.</p>
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12	What are your company's expectations in the event of an award?	<p>Following an award of business, as an incumbent vendor to Sourcewell and its Participating Entities, we are ready and able to support the program on day one and we look forward to continuing to grow the program together. Your Relationship Managers, Mark Hess and Beverly Wilson, will maintain ultimate ownership for the relationship. They will work closely with individuals from all areas of U.S. Bank to resolve program issues and will also provide direction during new customer implementation and/or the incorporation of the commercial card program to facilitate their success through continued consultation and introduction of participants to their Customer Service Representatives. They will also continue to head the initiative to fully understand each customer's objectives to develop and monitor mutually determined account performance goals. Throughout the term of the agreement, Mark will conduct optimization and enhancement projects that focused on customers' program expansion and adoption of industry-wide best practices. He will also deliver account performance reviews, program updates and product enhancements.</p>
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<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: <a href="https://ir.usbank.com/investor-relations/financial-information/credit-ratings">https://ir.usbank.com/investor-relations/financial-information/credit-ratings</a>, and is provided in Exhibit 2, U.S. Bancorp Credit Ratings. In addition, we have attached our most recent Corporate Profile in Exhibit 3, U.S. Bank 2024 Fourth Quarter Corporate Profile.</p> <p>The most recent Management Assessment report and Independent Audit Opinion on internal control over financial reporting can be found in the 2024 U.S. Bancorp Annual Report, available at <a href="https://usbank.com/annual-reports">usbank.com/annual-reports</a>, or the full document is available in Exhibit 4, U.S. Bancorp Annual Report 2024.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>U.S. Bank is the only bank to offer a fleet-specific card that runs on its own, proprietary network. We have the payments expertise and security you can trust.</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> <p>As a current Sourcewell vendor, U.S. Bank currently supports 64 participating entities with over \$18 million in annual spend.</p> <p>In total, U.S. Bank supports more than 10,000 fleet card clients with 1.4 million active driver accounts, \$5 billion annual spend and nearly 82 million transactions processed in 2024. While our clients' fleets vary in size, more than 40 of our clients' programs exceed \$20 million in annual spend.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>U.S. Bank will fully support the Sourcewell Canadian Participating Entities with the Voyager Mastercard.</p> <p>The Voyager Mastercard will provide Sourcewell's Canadian Participating Entities with sophisticated purchase control and expense monitoring for their fleet and is accepted anywhere Mastercard is accepted. With a comprehensive range of available reporting tools, the program provides a complete payment solution that makes managing fleet expenses easier and more cost effective.</p> <p>The Voyager Mastercard offers enhanced functionality on Voyager and flexible functionality on Mastercard to assist those unexpected transactions, such as:</p> <ul style="list-style-type: none"> <li>* Remote and cross-border merchant acceptance—Coverage is critical when on the road, the Voyager Mastercard covers you wherever you are.</li> <li>* Parking ramps, tolls—Fleet does not always mean fuel and maintenance only; there are times when parking ramp fees or tolls are necessary to complete a driver's task. The Voyager Mastercard can support those transactions.</li> <li>* Hotel, food, car rental—Ever have a vehicle break down on the road when repairing it takes overnight or longer? The Voyager Mastercard will ensure your driver gets home and allows your fleet administrator to manage all the expenses efficiently.</li> </ul>

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

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>The 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, 2015-2024)</li> <li>* World's most admired companies, superregional banks (Fortune, 2014-2024)</li> <li>* Most Powerful Women in Banking and Finance, three of our women leaders recognized (American Banker Magazine, 2022, with honorees on lists for over 10 years)</li> <li>* One of the 100 Best Companies for Working Parents (Seramount, 2020-2022)</li> <li>* Top 50 company for Diversity and Inclusion:             <ul style="list-style-type: none"> <li>-- Number 17 on the top 50 list</li> <li>-- Number 2 for Environmental, Social &amp; Governance</li> <li>-- Number 2 for Philanthropy</li> <li>-- Number 13 for Talent Acquisition for Women of Color</li> <li>-- Number 14 for Asian American Executives</li> <li>-- Number 17 for Board of Directors</li> <li>-- Number 22 for Employee Resource Groups</li> <li>-- Number 7 for LGBTQ employees</li> <li>-- Number 10 for Native American/Pacific Islander Executives (DiversityInc, 2022)</li> </ul> </li> <li>* America's Greatest Workplaces for Diversity (Newsweek, 2023)</li> <li>* Best of the best corporation for inclusion award (National Business * Inclusion Council, 2018-2022)</li> <li>* Best Place to Work for LGBTQ Equality (Human Rights Campaign Foundation, 2007-2022)</li> <li>* Best Place to Work for Disability Inclusion on the Disability Equality Index (Disability:IN, 2018-2022)</li> <li>* Leading Employer for Disability (National Organization on Disability, 2018-2022)</li> <li>* Best for Vets: Employers (Military Times, 2010-2022)</li> <li>* Employee resource group and council honors award for our Proud to Serve (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>								
21	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="margin-left: 20px;"> <thead> <tr> <th>Year</th> <th>Percent</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>25.6%</td> </tr> <tr> <td>2023</td> <td>27.4%</td> </tr> <tr> <td>2024</td> <td>26.7%</td> </tr> </tbody> </table> <p>*Please note, the sales percentages are reflective for Voyager sales only, and not reflective of all U.S. Bank government sector sales.</p>	Year	Percent	2022	25.6%	2023	27.4%	2024	26.7%
Year	Percent									
2022	25.6%									
2023	27.4%									
2024	26.7%									
22	What percentage of your sales are to the education sector in the past three years?	<p>Specific to the education sector*, sales percentage by year:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Year</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>0.1%</td> </tr> <tr> <td>2023</td> <td>0.1%</td> </tr> <tr> <td>2024</td> <td>0.1%</td> </tr> </tbody> </table> <p>*Please note, most of our education sector customers participate on State of consortium contracts and that volume is included in the response to Question 23, below.</p> <p>While U.S. Bank is not able to provide detailed spend information for our education sector customers, we have provided some examples of our education customers currently utilizing the U.S. Bank Voyager Fleet Card program, as outlined below:          California State University          University of Kentucky          University of Nebraska—Lincoln          University of Pittsburgh          University of Tennessee          University of Vermont</p>	Year	Percentage	2022	0.1%	2023	0.1%	2024	0.1%
Year	Percentage									
2022	0.1%									
2023	0.1%									
2024	0.1%									

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

**Table 2B: References/Testimonials**

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

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

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

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

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

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

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

#### Customer Service Center

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

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

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

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

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

#### Voyager portal service features

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

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

#### Support structure

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

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

#### Escalation point of contact sheet

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

		<p>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.</p>
29	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Participating Entities will request participation through the Sourcewell website and via outreach directly to U.S. Bank via website or email. The U.S. Bank sales team will provide each participating entity a Co-Branded Voyager Sourcewell Application for completion and a Customer Information Questionnaire. These documents are required by the U.S. Department of Treasury requirement for all bank and financial institution accounts to be completed and submitted for processing. The U.S. Bank sales, contracting and compliance teams will review and track progress of the documents and where needed, seek additional information from the participating entity. Upon credit approval, an Implementation Manager will be assigned to the account and work with the Entity in Completing the set-up documents based upon the customers desired account settings and will build the account once all paperwork is received and will ship the cards to the Entity for distribution.</p>
30	<p>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>	<p>As we look forward to supporting Sourcewell's Fleet Program, you will continue to have two options for the U.S. Bank Voyager Fleet Card program: our award winning and SOC certified 24/7 Customer Service Center and the Voyager portal.</p> <p>U.S. Bank Voyager Fleet Card Program Customer Service Representatives are available 24/7 to assist Sourcewell with any account issues. Because our toll-free number is listed on the back of every card issued, Sourcewell's Participating Entities can take comfort in knowing that drivers have 24/7 access to live Customer Service Representatives for all emergency authorization and roadside assistance needs.</p> <p>Other services available by dialing our toll-free number are:</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> <li>* 24/7 driver support (how to use the card, assistance with over-the-limit transactions, fuel and maintenance rules, etc.)</li> </ul> <p>Between the hours of 7 a.m. and 7 p.m. CT, our Customer Service provides:</p> <ul style="list-style-type: none"> <li>* Full account maintenance (card, vehicle, driver, billing, limit requests, etc.)</li> <li>* Transaction dispute resolution assistance</li> <li>* Technical support</li> </ul> <p>The Voyager portal also provides 24/7 access and support for online account maintenance, reporting and billing information.</p> <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> <ul style="list-style-type: none"> <li>* Basic assistance—Available 24/7 to respond to account inquiries and issues, and for notification of billing disputes.</li> <li>* Telephone service (monthly average)—Answer at least 80% of all incoming calls within 40 seconds. Allow no more than 4% of incoming calls to be abandoned from queue.</li> <li>* Card applications—Applications will be processed within three days (or one day for rush applications).</li> <li>* 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.</li> <li>* Daily data download—If Sourcewell or Sourcewell's Participating Entities receives a data file of all card transactions for employees, the file will be available for download on the requested date no later than 4 p.m. CT</li> <li>* Statement delivery—Statements are delivered electronically via the Voyager Portal within 48 hours.</li> </ul> <p>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.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Sourcewell participants in the United States, Canada and Puerto Rico have access to the U.S. Bank Voyager Fleet Card program. Participating Entities outside the United States can enjoy acceptance anywhere Mastercard is accepted with the Voyager Mastercard solution.</p> <p>As an incumbent Vendor to Sourcewell's Fleet Card Program, your Participating Entities currently have and will continue to have access to more than 320,000 major and regional fuel and maintenance locations in all 50 states and Puerto Rico, with new sites added daily. Drivers can experience seamless transactions at private fueling sites, truck stops, electric vehicle charging stations, maintenance providers and service locations. Of those merchants, approximately 180,000 are fuel merchants, which represent 97% of all accepting fuel merchants in the United States.</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>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>For participating entities in Canada, we offer the U.S. Bank Voyager Mastercard, which offers expanded fleet and some travel capabilities that combines corporate travel, purchasing and fleet card capabilities.</p> <p>The Voyager Mastercard offers the above enhanced functionality on Voyager and flexible functionality on Mastercard to assist those unexpected transactions, such as:</p> <ul style="list-style-type: none"> <li>* Remote and cross-border merchant acceptance—Coverage is critical when on the road, the Voyager Mastercard covers you wherever you are.</li> <li>* Parking ramps, tolls—Fleet does not always mean fuel and maintenance only; there are times when parking ramp fees or tolls are necessary to complete a driver's task. The Voyager Mastercard can support those transactions.</li> <li>* Hotel, food, car rental—Ever have a vehicle break down on the road when repairing it takes overnight or longer? The Voyager Mastercard will ensure your driver gets home and allows your fleet administrator to manage all the expenses efficiently.</li> </ul>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>U.S. Bank can fully service all geographic areas within the United States and Canada.</p> <p>Voyager collaborated with Mastercard to expand our acceptance network to include approximately 168,000 fueling and 416,000 maintenance locations. The Mastercard alliance also expands acceptance to travel merchants (e.g., hotels, dining, car rental, etc.). This on-demand capability offers flexibility to over the road and cross-border drivers as well as handling unexpected or emergency expenses, such as an overnight stay while a vehicle is repaired or for a fuel transaction across the border in Canada or Mexico.</p> <p>The Voyager Acceptance Locator is a web-based or mobile tool that provides card users with detailed merchant and service information for all locations on the Voyager Network accepting the Voyager Fleet Card. In addition to pinpointing locations, the locator identifies the average fuel price in the search area as well as the lowest cost fuel providers.</p> <p>The Voyager Acceptance Locator pinpoints the merchant's location, fuel prices and other information based on the user's search criteria and generates an interactive map that offers driving directions and compares merchant locations to the average fuel price in the search area.</p> <p>The Voyager Acceptance Locator may be accessed at: <a href="http://voyager.usbank.com/app/public/merchantLocator.do">voyager.usbank.com/app/public/merchantLocator.do</a>. A sample of the merchant locator is provided in Exhibit 5, U.S. Bank Voyager Acceptance Locator Sample.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>As a current Sourcewell vendor, we will continue to provide service anywhere the U.S. Bank Voyager Fleet Card or Mastercard is accepted.</p> <p>In addition, any Sourcewell Participating Entity will have full access to U.S. Bank solutions.</p> <p>We will work with Sourcewell Participating Entities to establish a credit limit that allows the flexibility to meet business needs without exposing either U.S. Bank or Sourcewell participating entities to substantial financial risk. We will establish a maximum extension of credit for each type of card based upon our analysis of anticipated charge volume, our analysis of your financial statements and other pertinent information, as required by applicable federal lending laws, banking rules and regulations and our credit policy.</p>	*

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

**Table 4: Marketing Plan (100 Points)**

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

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

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

Line Item	Question	Response *
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<p>41</p>	<p>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>	<p>Our comprehensive training tools and resources are designed to give your Fleet Administrators the knowledge they need to effectively use the Voyager Platform.</p> <p>Experienced adult-learning professionals who understand the needs of our clients have developed our training tools and resources based on proven best-practices. The types of training resources we offer include:</p> <ul style="list-style-type: none"> <li>* Interactive content             <ul style="list-style-type: none"> <li>-- Getting started</li> <li>** Introduction and Key Concepts</li> <li>** My Profile</li> <li>** Enhance Security                     <ul style="list-style-type: none"> <li>-- Create, Schedule and Share Reports</li> <li>-- Account Authorization Limits</li> <li>-- Create and Maintain Vehicles</li> <li>-- Make Online Payments</li> <li>-- Transaction Management</li> <li>-- Maintenance Solution Fleet Manager Tasks</li> <li>-- Data Analysis</li> <li>-- Search for Accounts and Organizations</li> <li>-- Dispute Transactions</li> <li>-- Create and Maintain Cards</li> <li>-- Create and Maintain Drivers</li> <li>-- Use Your Voyager Mastercard and Voyager Fleet Card</li> <li>-- Maintenance Solution Business Rules</li> </ul> </li> </ul> </li> </ul> <p>Written documentation More than two dozen specific step-by-step instructions in comprehensive user guides and easy-to-use quick reference guides to help Fleet Administrators perform their jobs.</p> <p>Live instructor-led virtual training Fleet Administrators can register for a live, virtual orientation via a link within the web-based training website. The class runs for approximately 90 minutes and covers Fleet Administrator tasks, including these topics:</p> <ul style="list-style-type: none"> <li>* Explain how accounts are tied</li> <li>* Find hierarchies to associate</li> <li>* Find all tabs and navigate the system</li> <li>* View and update your profile</li> <li>* Search for accounts and organizations</li> <li>* View statements</li> <li>* Access Message Center</li> <li>* Be aware of the mobile apps</li> <li>* Find resources</li> <li>* Explain reporting, including create, save, run and schedule reports</li> </ul> <p>While there are no costs associated with training, please refer to Exhibit 6, Voyager Financial Proposal for a complete list of potential fees related to the U.S. Bank Fleet Program.</p>
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<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Our investments in technology are as follows:</p> <ul style="list-style-type: none"> <li>* Voyager+—The Voyager+ program is designed for fleets utilizing mixed class vehicles. For Over the Road drivers, the Voyager+ card provides flexibility for back court commercial diesel transactions as well as front court retail transactions where Voyager is accepted.</li> <li>* Voyager Application Program Interface (API)—Provides visibility into your fleet program by helping you to better manage your drivers and vehicles. With U.S. Bank Voyager APIs, you can increase your visibility with controls and access to real-time data.             <ul style="list-style-type: none"> <li>-- Voyager Transaction API—Fleets can get real-time transaction updates from authorization to payment for all fuel, maintenance and service purchases. This information can then be integrated with other details including those from telematics and other fleet management systems, giving you powerful and actionable insights into your fleet operations.</li> <li>-- Voyager Account Management API—Allows fleets to directly manage accounts in real-time instead of waiting for daily batch files to run or taking the time to contact customer service. Fleets can integrate API into your own system, such as Customer Relationship Management (CRM) or Fleet Management applications, to perform card create and edit card controls, including cancelling and suspending cards in real-time.</li> </ul> </li> <li>* Voyager Data Analytics—Offers actionable business intelligence and data mining through advanced data analytical tools. A user-friendly dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights. It offers a powerful ad hoc analytical tool to access and analyze large, complex data to reveal correlations, patterns and trends. Major features include:             <ul style="list-style-type: none"> <li>-- Predefined and customizable dashboards that allow users to access information specific to their needs, easily and quickly. The dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights.</li> <li>-- Data filtering, drill-down/up, calculations, sorting of complex datasets, etc.</li> <li>-- Powerful tool to access and analyze large complex Voyager data to reveal correlations, patterns and trends.</li> <li>-- Interactive analytical tools for users to create their own ad-hoc Insights and data analysis.</li> <li>-- Visualization capabilities to assist advanced and untrained end users to easily identify patterns and trends.</li> <li>-- Our DEI (Diversity, Equity and Inclusion) spend analysis provides fleets with insights to track and manage their supplier diversity spend. DEI insights provide key metrics to help fleets meet their ESG (Environmental, Social and corporate Governance) programs.</li> <li>-- The Carbon Footprint Dashboard within our Data Analytics module provides a concise overview of carbon emissions associated with fuel usage. It visualizes the environmental impact of various fuel types, helping stakeholders identify opportunities for reducing carbon footprint and promoting sustainability. However, we do not provide certifications for environmental credits.</li> </ul> </li> </ul> <p>Investing in technology also means investing in our platform core to make sure we provide the best user experience; currently we are rewriting all navigation paths with responsive web design formatting to ensure they render properly whether it is used on a computer, tablet, or mobile device.</p>
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<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>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>U.S. Bancorp is a member of several industry groups, such as the American Bankers Association, the Environmental Bankers Association and the Bank Policy Institute. We are also members of several ESG-focused organizations, such as Boston College Center for Corporate Citizenship and Business for Social Responsibility. For additional information, refer to Exhibit 7, U.S. Bancorp Corporate Responsibility Report.</p> <p>At U.S. Bancorp, we care deeply about meeting our stakeholders' needs, promoting sustainable business practices and supporting economic growth. To further these objectives, we seek to embed strong management of environmental, social and governance (ESG) aspects into our business strategy and risk management efforts while keeping mindful of our broader corporate responsibility to the health and prosperity of the communities in which we do business and those touched by our products and services. We believe these objectives and concerns are integral to our long-term success. U.S. Bancorp has been committed to transparency in our environmental activities for many years. While managing our environmental footprint is not new for U.S. Bancorp, we recognized an increased need to address climate change and enhanced expectations for transparency about those efforts. As an initial step toward meeting those expectations, we shared a series of climate-related goals in November 2021:</p> <ul style="list-style-type: none"> <li>* Net zero greenhouse gas (GHG) emissions by 2050</li> <li>* 100% renewable electricity in U.S. Bancorp operations by 2025</li> <li>* Environmental finance goal of \$50 billion by 2030</li> </ul> <p>To ensure that our goals aligned with emerging best practices, in 2021, we committed to aligning future disclosures with the TCFD recommendations and joined the Partnership for Carbon Accounting Financials (PCAF), thereby committing to measure and disclose our financed emissions using PCAF standards. For more information, visit <a href="http://usbank.com/sustainability">usbank.com/sustainability</a> to view our TCFD, CDP and Corporate Responsibility Reports. Please refer to Exhibit 8, U.S. Bancorp Environmental and Social Risk Policy Statement for information regarding our corporate responsibilities.</p>
<p>45</p>	<p>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?</p>	<p>U.S. Bank offers the flexibility and expertise that clients require to satisfy current fleet card needs and future growth. We distinguish our offering with the advantages that have fueled our success: our industry-leading expertise, the unrivalled depth and breadth of our product set and innovative tools that help you achieve your goals faster.</p> <p>Expertise We have worked with organizations for fleet card programs in every major industry</p>

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

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

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

#### Product depth and breadth

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

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

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

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

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

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

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

#### Tools

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

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

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

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

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

#### Electric vehicle charging acceptance

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

#### Tax exempt processing

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

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

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

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

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

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

#### Discount strategy

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

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

discounts to the largest ecommerce company in the world.

\* Voyager can assist drivers with locating low-cost fuel locations to reduce overall local price volatility.

\* Voyager saves driver's time by providing various mobile app filters including UNL and DSL options.

\* The big oil brands (Tier 1) are typically 7 to 15 cents higher on average per gallon so moving drivers to Tier 2 brands can immediately impact overall fuel expenses.

How the discount program works:

\* Sourcewell provides 30 days of initial data (brand, PPG, product, gallons, address and postal code) on current fueling transactions.

\* Voyager identifies the lowest cost fuel merchants for each of Sourcewell's regions or operating areas.

\* Sourcewell's pre-negotiated discount sites are taken into consideration when determining the lowest cost fuel locations.

\* Low-cost merchants are displayed in Voyager's mobile app for all drivers.

\* All transactional data is displayed in [voyager.usbank.com](http://voyager.usbank.com) for ongoing data analytics.

\* Constant collaboration with Sourcewell's fleet administrators on best practices to reduce fuel costs.

<p>46</p>	<p>Explain and demonstrate the capabilities of tools offered for fleet data analytics, integrated telematics, datafile transfer and validation, private site fueling solutions, fleet technology interfaces, and any other value added offerings.</p>	<p>Voyager Data Analytics offers robust business intelligence analytics and data visualization through our enhanced reporting offering. Comprehensive insight can empower Sourcewell to make better business decisions through actionable data intelligence to reduce costs and better manage expenses, achieve greater operational efficiencies, improve purchasing decisions and reduce risks of fraud. Data Analytics utilizes enhanced data mining to help you visualize patterns and trends to unravel anomalies and assist with identifying unusual spending patterns and monitoring transactions for potential misuse, waste and abuse.</p> <p>Major features include:</p> <ul style="list-style-type: none"> <li>* Predefined and customizable dashboards that allow users to access information specific to their needs, easily and quickly. The dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights.</li> <li>* Data filtering, drill-down/up, calculations, sorting of complex datasets, etc.</li> <li>* Powerful tool to access and analyze large complex Voyager data to reveal correlations, patterns and trends.</li> <li>* Interactive analytical tools for users to create their own ad-hoc Insights and data analysis.</li> <li>* Visualization capabilities to assist advanced and untrained end users to easily identify patterns and trends.</li> <li>* Our DEI (Diversity, Equity and Inclusion) spend analysis provides fleets with insights to track and manage their supplier diversity spend. DEI insights provide key metrics to help fleets meet their ESG (Environmental, Social and corporate Governance) programs.</li> <li>* The Carbon Footprint Dashboard within our Data Analytics module provides a concise overview of carbon emissions associated with fuel usage. It visualizes the environmental impact of various fuel types, helping stakeholders identify opportunities for reducing carbon footprint and promoting sustainability. However, we do not provide certifications for environmental credits.</li> </ul> <p>Technological convergence</p> <p>To better prepare for controlling costs in areas that include fuel, maintenance, safety, regulation and fraud, fleet card programs are craving the combination of multiple telematics technologies, including GPS tracking, On-Board Diagnostics (OBD) and electronic logging devices (ELDs). The 2015 highway bill, along with mandates around EMV and ELD, are heavily influencing this trend. One example is the mandate to move from paper logs to less error-prone digital versions, which is playing into the market for GPS systems. In response, Voyager is executing its data-sharing and relationship strategy with a scalable data portal for telematics providers to use our existing transaction detail via API. By combining this real-time GPS tracking with Voyager Fleet Card transaction details, fleets gain access to actionable data to positively impact driver behavior and reduce expenses.</p> <p>Data File Transmission</p> <p>We will work closely with you to meet your requirements for transaction data transmission. We have successfully integrated our solutions with all major fleet management systems.</p> <p>We will deliver transaction files to your Voyager portal secure inbox or via secure FTP. In addition to standard ASCII or Excel files, you can setup custom transaction reports and schedule daily, weekly, bimonthly or monthly file delivery. Custom reports are available in PDF, Excel, CSV and Tab Delimited formats.</p> <p>Onsite bulk fueling</p> <p>Clients with bulk fuel facilities can improve control of their fuel operations with the U.S. Bank Voyager. Since the Voyager card includes private site acceptance, bulk fuel transactions are authorized using the same robust controls available for retail transactions, which allows for combined rules for all spend volume at retail and private sites. Private site transactions will be included in your Voyager transaction file(s) and in your reporting.</p> <p>Technology Interface</p> <ul style="list-style-type: none"> <li>* Voyager API—Provides visibility into your fleet program by helping you to better manage your drivers and vehicles. With U.S. Bank Voyager APIs, you can increase your visibility with controls and access to real-time data.             <ul style="list-style-type: none"> <li>– Voyager Transaction API—Fleets can get real-time transaction updates from authorization to payment for all fuel, maintenance and service purchases. This information can then be integrated with other details including those from telematics and other fleet management systems, giving you powerful and actionable insights into your fleet operations.</li> <li>– Voyager Card and Asset Management APIs—Allows fleets to directly manage cards, drivers and/or vehicles in real-time instead of waiting for daily batch files to run or taking the time to contact customer service. Fleets can integrate API into your own system, such as Customer Relationship Management (CRM) or Fleet Management applications, to perform card controls, including cancelling and suspending cards in real-time.</li> </ul> </li> </ul>
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**Table 5B: Value-Added Attributes**

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

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

Provide detailed pricing information in the questions that follow below.

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

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

64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not applicable.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Participating Entities may incur an expedited delivery fee. Please refer to Exhibit 6, Voyager Financial Proposal for details regarding potential fees related to the Voyager Fleet Card Program.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	While there is no cost associated with standard delivery, Participating Entities may incur an expedited delivery fee should there be a request to have cards shipped faster than the standard delivery methods. Please refer to Exhibit 6, Voyager Financial Proposal for details regarding potential fees related to the Voyager Fleet Card Program.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<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><b>Roadside assistance program</b> Through our alliance with the National Auto Club, drivers can receive quick, courteous and cost-effective roadside services 24/7, including the following:</p> <ul style="list-style-type: none"> <li>* Mechanical assistance</li> <li>* Emergency towing</li> <li>* Jump start</li> <li>* Tire change</li> <li>* Emergency fuel, oil and water delivery</li> <li>* Lockout services</li> </ul> <p><b>Onsite bulk fueling</b> Clients with bulk fuel facilities can improve control of their fuel operations with the U.S. Bank Voyager. Since the Voyager card includes private site acceptance, bulk fuel transactions are authorized using the same robust controls available for retail transactions, which allows for combined rules for all spend volume at retail and private sites. Private site transactions will be included in your Voyager transaction file(s) and in your reporting.</p> <p><b>Electric vehicle charging acceptance</b> We have added ChargePoint and EV Connect to the Voyager Network, adding thousands of electric vehicle charging stations across the United States. These locations bring electric vehicle charging to more people and places than ever before with the largest and most open charging network in the world. Voyager has several partners who design, build and support the technology that powers an EV network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people who choose to drive electric.</p> <p><b>Emergency response</b> The online fleet management and reporting tools provide on demand, real-time reporting to show fueling locations available in the event of an emergency. Reporting can be generated on multiple time periods showing specific geographic regions, detailing the merchants currently providing fueling for Voyager clients.</p> <p><b>Technological convergence</b> To better prepare for controlling costs in areas that include fuel, maintenance, safety, regulation and fraud, fleet card programs are craving the combination of multiple telematics technologies, including GPS tracking, On-Board Diagnostics (OBD) and electronic logging devices (ELDs). The 2015 highway bill, along with mandates around EMV and ELD, are heavily influencing this trend. One example is the mandate to move from paper logs to less error-prone digital versions, which is playing into the market for GPS systems. In response, Voyager is executing its data-sharing and relationship strategy with a scalable data portal for telematics providers to use our existing transaction detail via API. By combining this real-time GPS tracking with Voyager Fleet Card transaction details, fleets gain access to actionable data to positively impact driver behavior and</p>	

reduce expenses.

**Driver safety training program**

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

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

**Strategic alliances**

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

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

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

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

**U.S. Bank Freight Payment includes:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

		<p>purchasing decisions and reduce risks of fraud. Data Analytics utilizes enhanced data mining to help you visualize patterns and trends to unravel anomalies and assist with identifying unusual spending patterns and monitoring transactions for potential misuse, waste and abuse.</p> <p>Major features include:</p> <ul style="list-style-type: none"> <li>* Predefined and customizable dashboards that allow users to access information specific to their needs, easily and quickly. The dashboard provides quick access to key metrics such as Voyager spend, card activities, average daily purchases, geographic activity, fuel consumption and merchant insights.</li> <li>* Data filtering, drill-down/up, calculations, sorting of complex datasets, etc.</li> <li>* Powerful tool to access and analyze large complex Voyager data to reveal correlations, patterns and trends.</li> <li>* Interactive analytical tools for users to create their own ad-hoc Insights and data analysis.</li> <li>* Visualization capabilities to assist advanced and untrained end users to easily identify patterns and trends.</li> <li>* Our DEI (Diversity, Equity and Inclusion) spend analysis provides fleets with insights to track and manage their supplier diversity spend. DEI insights provide key metrics to help fleets meet their ESG (Environmental, Social and corporate Governance) programs.</li> <li>* The Carbon Footprint Dashboard within our Data Analytics module provides a concise overview of carbon emissions associated with fuel usage. It visualizes the environmental impact of various fuel types, helping stakeholders identify opportunities for reducing carbon footprint and promoting sustainability. However, we do not provide certifications for environmental credits.</li> </ul>	
70	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>U.S. Bank will provide an Administration Fee payable to Sourcewell. Please refer to Exhibit 6, Voyager Financial Proposal for details.</p>	*

**Table 6B: Pricing Offered**

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

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

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

#### U.S. Bank Voyager Mastercard

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

#### U.S. Bank Voyager+ Card

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

#### U.S. Bank Pay Term Optimization

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

#### What is bulk fueling?

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

#### Combine fleet card and mobile fueling transactions

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

#### 24-hour customer service support

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

#### Fleet management and reporting

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

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

Through the Voyager portal, fleet administrators can:

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

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

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

<p>73</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>For participating entities with aviation or marine fueling needs, the U.S. Bank Voyager Mastercard is available .</p> <p>Additional features of this program include:</p> <ul style="list-style-type: none"> <li>* Voyager Mastercard cards provide worldwide acceptance.</li> <li>* Card level restrictions defined on a card-by-card basis.</li> <li>* Account flexibility.</li> <li>* Driver and/or vehicle issuance.</li> <li>* Discount, exception, summary, control and vehicle reporting options.</li> <li>* Quality customer service through a single contact.</li> <li>* Card velocity controls.</li> <li>* Online customer access system.</li> </ul> <p>Electric vehicle charging acceptance We have added ChargePoint and EV Connect to the Voyager Network, adding thousands of electric vehicle charging stations across the United States. These locations bring electric vehicle charging to more people and places than ever before with the largest and most open charging network in the world. Voyager has several partners who design, build and support the technology that powers an EV network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people who choose to drive electric.</p> <p>Please refer to Question 45 above for additional information.</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:</p> <ul style="list-style-type: none"> <li>* Mechanical assistance</li> <li>* Emergency towing</li> <li>* Jump start</li> <li>* Tire change</li> <li>* Emergency fuel, oil and water delivery</li> <li>* Lockout services</li> </ul>
<p>74</p>	<p>Describe and demonstrate available features or controls that assist with mitigation of fraud, waste, and/or abuse for all solutions offered.</p>	<p>Sourcewell or its Participating Entities may not be liable for unauthorized purchases made on a lost or stolen card, provided that the card is reported to U.S. Bank as lost or stolen via telephone or online portal and cancelled immediately.</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>Real-time purchase alerts The Voyager portal has a robust alert feature allowing for timely notification of purchases that fall outside of the designated purchase criteria established by your Fleet Administrators. Purchase alerts can be sent to designated users by text message, email or the Purchase Alert Notifications screen, when purchases are</p>

		<p>made that exceed specified criteria.</p> <ul style="list-style-type: none"> <li>* 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.</li> <li>* 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.</li> <li>* 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.</li> <li>* 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:             <ul style="list-style-type: none"> <li>-- All transactions, all approved transactions and all declined transactions.</li> <li>-- 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.</li> </ul> </li> </ul> <p>Dispute initiation We will work with Sourcewell to resolve disputed transactions. Please note that you are not liable for any transactions that occur after Sourcewell has notified U.S. Bank of a lost or stolen card.</p> <p>Fleet Administrators can initiate disputes either through the Voyager portal or by calling our Customer Service Center or by emailing the disputes team directly. Within the Voyager portal, a charge can be disputed by clicking on the invoice number on the Transaction Detail report and clicking "Dispute Transaction" on the following page or via the Maintain Transactions screen. If the charge occurred more than 90 days earlier, the Fleet Administrator cannot dispute the charge online and will need to call the Customer Service Center.</p> <p>Dispute management Once the Fleet Administrator files the dispute claim, an automated email will be sent to confirm receipt of the claim. The dispute status can then be viewed and tracked within the Voyager portal, as well as the dispute history and supporting documentation.</p> <p>Dispute resolution Dispute resolution follows these steps: Sourcewell initiates a dispute via the Voyager portal, by calling our Customer Service Center or by emailing the disputes team directly. A U.S. Bank Customer Service Representative researches the disputed transaction.</p> <p>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.</p> <p>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>The timeline of dispute resolution depends on several factors. We understand that timely resolution is essential. If we need to request a copy of the receipt, the merchant has up to 30 days to provide proof of transaction. However, many disputes can be resolved immediately, with a credit applied to your account within one to two business days.</p>
75	<p>Demonstrate the acceptance network of payment services offered for all forms of payments such as physical cards, mobile applications, digital, and/or virtual payment services.</p>	<p>Our fleet card runs on the Voyager® Network, which is one of the country's largest fuel and maintenance networks. Cardholders have access to major and regional fuel and maintenance locations in every zip code in all 50 states and Puerto Rico, which includes approximately 168,000 fueling and 416,000 maintenance locations (representing 97% of all accepting fuel locations). Drivers can experience seamless transactions at private fueling sites, truck stops, electric vehicle charging stations, maintenance providers and service locations.</p> <p>In collaboration with Mastercard, the Voyager Mastercard expands our acceptance to travel merchants (e.g., hotels, dining, car rental, etc.), if Sourcewell allows. This on-demand capability offers flexibility to over-the-road and cross border drivers as well as handling unexpected or emergency expenses, such as an overnight stay while a vehicle is repaired or for a fuel transaction across the border in Canada or Mexico.</p> <p>The Voyager+ program is designed for fleets utilizing mixed class vehicles. For OTR</p>

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

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

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

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

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

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

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

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

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

#### Voyager mobile app

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

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

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

The Voyager mobile App was developed to assist with savings.

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

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

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

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

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

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

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

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

Potential discount savings to Sourcewell

Many of our competitors rely upon centralized telematics providers for achieving

		<p>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 can identify the lowest-priced locations while in route or the nearest fueling location, saving time and fuel.</p>
76	Demonstrate your capabilities and abilities for payment services and data collection from use at EV charging stations and EV charging networks.	<p>We formed a card acceptance relationship with ChargePoint, the largest and most open electric vehicle charging network in the United States. As a result, we've added ChargePoint and EV Connect to the Voyager Network, adding thousands of electric vehicle charging stations across the United States. These locations bring electric vehicle charging to more people and places than ever before with the largest and most open charging network in the world. Voyager has several partners who design, build and support the technology that powers an EV network, from charging station hardware to energy management software to a mobile app, transforming transportation and energy use by helping more people who choose to drive electric.</p>

**Table 78: Depth and Breadth of Offered Solutions**

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

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

**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."
  - [Pricing](#) - Exhibit 6, Voyager Financial Proposal.pdf - Thursday March 06, 2025 11:48:28
  - [Financial Strength and Stability](#) - Financial Strength and Stability exhibits.pdf - Wednesday March 05, 2025 18:06:07
  - [Marketing Plan/Samples](#) - Marketing Plan Samples Documents.pdf - Thursday March 06, 2025 11:45:41
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Exhibits.pdf - Wednesday March 05, 2025 18:07:10
  - [Requested Exceptions](#) - Requested Exceptions.docx - Wednesday March 05, 2025 18:18:04
  - [Upload Additional Document](#) - Additional Document Exhibits.pdf - Wednesday March 05, 2025 18:09:18

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

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

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_RFP_030625_Fleet_Payment_Solutions</b> Wed February 26 2025 02:54 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_RFP_030625_Fleet_Payment_Solutions</b> Tue February 25 2025 01:01 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_RFP_030625_Fleet_Payment_Solutions</b> Fri February 21 2025 02:16 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_030625_Fleet_Payment_Solutions</b> Thu January 16 2025 03:40 PM	<input checked="" type="checkbox"/>	2

**ATTACHMENT B**

**US Bank Voyager Fleet Cobrand Card Program Application**

Thank you for your interest in the Sourcewell Fleet Card Program by U.S. Bank Voyager. (Sourcewell Contract Number 030625-USB). Please complete all items outlined in this checklist before submitting your application.

- Customer Information, page 2:** Complete all sections. Note that the LEGAL organization name is required in this section; brand or abbreviated names cannot be accepted.
- Charge Volume of \$25,000.00 OR LESS:** Complete and sign Section 2 (Personal Guaranty) **ONLY** if you are not a governmental organization and you anticipate monthly charge volume of **\$25,000.00 OR LESS** on the U.S. Bank Voyager Fleet Cobrand Card(s) or accounts. Financial statements are not required in such a situation.
- Charge Volume of MORE THAN \$25,000.00.** If you anticipate monthly charge volume of **GREATER than \$25,000.00** on the U.S. Bank Voyager Fleet Cobrand Card(s), do not complete Section 2. Instead, please submit financial statements according to the following table.

ANTICIPATED MONTHLY CHARGE VOLUME	YEARS
\$25,000.01 - \$250,000.00	2
≥ \$250,000.01	3

The financial statements must be Customer's most recent financial statements. If the most recent annual financial statements are more than five months old, please provide the most recent interim financial statements as well. Financial statements must contain a Balance Sheet and an Income Statement/Profit and Loss and, if available, Statement of Cash Flows and Auditor's Opinion.

- Billing Cycle Selection, page 3:** Select your preferred Billing Cycle from the choices provided.
- The U.S. Bank Voyager Fleet Cobrand Card Terms and Conditions (the "Agreement") (pages 4-14):** Read carefully and retain a copy for your records.
- Authorization and Execution, page 13:** Read carefully; **ALL** applicants must sign this section.
- Customer Identification Questionnaire.** Before U.S. Bank can open an Account for any entity, U.S. Bank is required to obtain information to ensure that we know who our customers are and the identity of the entities with whom we are conducting business. Accordingly, please complete the Customer Identification Questionnaire in its entirety and submit the completed, signed, scanned document with your application submission.
- Submit the Application Package:** Send completed applications, financial statements and other required material to your U.S. Bank Representative. If you do not have a U.S. Bank Representative, send completed applications, financial statements and other required material by email to: [cpsnewapplications@usbank.com](mailto:cpsnewapplications@usbank.com), or mail to U.S. Bank Attn: Contract Services, 200 South Sixth Street, EP-MN-L29C, Minneapolis, MN 55402. U.S. Bank may contact Customer to verify information or complete additional documentation.

If you have any questions about the U.S. Bank Voyager Fleet Cobrand Card Program, please call your U.S. Bank Sales Representative or if you do not have a Sales Representative, please call 1-800-987-6591.

# U.S. Bank Voyager Fleet Cobrand Card Program Application



The issuer of the U.S. Bank Fleet Cobrand Card is U.S. Bank National Association ("U.S. Bank")

## Section 1 – Customer ("CUSTOMER") Information

Customer's Legal Name

State of Incorporation or Operation

Customer Name to be embossed on card(s) (Limit to 21 letters and spaces.)

Federal Tax ID

Doing Business As ("DBA"), if any. Please list all DBAs of the entity applying.

Customer Physical Street Address (PO Box not acceptable)

City

State

Postal Code

Contact Name

Contact Title

Contact Phone Number

Email Address (To contact Customer regarding processing of this Application)

Website Address

Billing Address (If Different From Customer Address)

City

State

Zip Code

\$

\$

\$

Net Annual Sales (if a non-governmental org)

Total Assets (if a non-governmental org)

Anticipated Monthly Charge Volume

North American Industry Classification System (NAICS) Number \_\_\_\_\_ Official Start Date of Org (if non-governmental): \_\_\_\_\_

If the NAICS number is not available, please provide the industry category \_\_\_\_\_

Type of Organization:  Corporation (Public)  Corporation (Private)  Partnership  LLC  LLP  Other \_\_\_\_\_

Non-Profit:  Yes  No

Does Customer have a line of credit with U.S. Bank or any other financial institution?  Yes  No

If yes, please provide the following information:

Name of Financial Institution Providing Line of Credit

Limit

Amount Currently Outstanding

Is Customer rated by Dun and Bradstreet (D&B)?  Yes  No If yes, D&B Number: \_\_\_\_\_

Does Customer conduct business in a foreign country?:  Yes  No

If yes, list countries and nature of business conducted:

Section 2 – Personal Guaranty. If you anticipate Monthly Charge Volume of \$25,000.00 or less on the Fleet Cobrand Card(s), please complete the section below and sign.

Printed Name of Authorized Officer

Printed Title of Authorized Officer

Home Phone Number

Date of Birth

Social Security Number

Home Physical Address (PO Box Not Acceptable), including City, State and Zip Code

I, as the above named Authorized Officer, (a) request that U.S. Bank issue Fleet Cobrand Cards (“**Card(s)**”) and Accounts (“**Account(s)**”) as requested by Customer or its Participants in the future; (b) authorize U.S. Bank to verify my employment and income history and all other information I have provided, and to obtain information about me from other creditors, credit bureaus, third parties, and federal or state records for use in assessing my personal credit worthiness in connection with U.S. Bank extension(s) of credit to Customer under the Agreement; (c) acknowledge that U.S. Bank will review this Application and may, at its sole discretion, grant such request, but U.S. Bank is under no obligation to do so; (d) **agree to be jointly and severally liable with Customer to pay for all transactions charged to any and all Accounts, plus fees and/or other charges, according to the terms of the Agreement;** (e) authorize U.S. Bank to share information about its experiences with me with U.S. Bank affiliates and credit bureaus; and (f) agree that Accounts will be used for business purposes only and not personal, family, or household purposes.

In witness whereof, Authorized Officer has executed this Application and agrees to this Section 2.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_ :

Signature of Authorized Officer

### Section 3 – Billing Cycle Selection

Select your preferred Billing Cycle from the following:

- Weekly – Customer is billed weekly and may choose Wednesday, Thursday, Friday or Saturday for billing.
- Biweekly – Customer is billed every other week and may choose the day on which they are billed, Sunday through Saturday, every other week.
- Semi-monthly – Customer is billed twice a month and may choose the 1<sup>st</sup> and 15<sup>th</sup> or the 15<sup>th</sup> and last day of each month for billing.
- Monthly – Customer is billed once a month and may choose any day of the month for billing, from the 1<sup>st</sup> day through the last day of the month.

**If Weekly Billing Cycle is selected:**

Customer is hereby notified, and hereby acknowledges that (1) Automated Clearing House (“**ACH**”) payment and (2) enrollment in The Voyager portal are both required with Weekly Billing Cycles. Additionally, by checking the Weekly Billing Cycle box above, Customer agrees to, on an appropriate form provided by U.S. Bank, authorize U.S. Bank to draw funds from Customer’s business bank account by means of ACH, Electronic Funds Transfer (“**EFT**”) or other electronic means agreed to by the parties for payment of Customer’s Statements.

#### FOR U.S. BANK USE ONLY

Agent, if any

TOA

LOC

RC



This U.S. Bank Voyager Fleet Cobrand Card Program Agreement (“**Agreement**”) is between the entity signing this Application as “**Customer**” and U.S. Bank National Association (“**U.S. Bank**”) and is the Participation Agreement that allows Customer to participate in the Sourcewell Contract No. 030625-USB. Customer desires to retain U.S. Bank as its provider for commercial charge card and account services (the “**Program**”) If U.S. Bank approves Customer’s creditworthiness and this Application, the “**Effective Date**” of this Agreement will be the first day of the month following the date the Application is signed by Customer.

Now, therefore, for and in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Customer and U.S. Bank agree to the following:

1. **DEFINITIONS.** “**Account**” means an account under this Agreement consisting of one or more Cards. “**Billing Cycle**” means the period of time from the date a Statement is generated until the date when the next Statement is generated. “**Card**” means a U.S. Bank Voyager Mastercard Fleet Card or a commercial account number, regardless of the medium, issued pursuant to this Agreement. “**Card Network**” means Mastercard International Incorporated whose marks are contained on the Cards issued under this Agreement or any other such national card network with respect to which U.S. Bank becomes an issuer during the term of this Agreement. “**Charge**” means either a Mastercard Charge or a Voyager Charge. “**Identification Information**” means legal names, physical street addresses, taxpayer identification or business numbers, dates of birth, or other information or documentation required by U.S. Bank to confirm the identity of any entity or person. “**Intellectual Property**” or “**Intellectual Property Rights**” means any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, service marks, moral rights, know-how, and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. “**Mastercard Charge**” means a monetary transaction with a debit value to an Account processed on the Mastercard Card Network. “**Obligations**” means all Charges, fees, and other activity posted to an Account. “**Private Site**” means a private fueling site that is owned or operated by a fleet owner or a fuel distributor and limited to use by commercial or public sector fleets for vehicle fueling. “**Participant**” means any entity that Customer authorizes and U.S. Bank approves for participation in the Program that is wholly or majority owned or controlled (which is at least 51% or more of voting rights) by Customer. “**Statement**” means, with respect to one or more Accounts, a periodic listing of all Obligations. “**Voyager Charge**” means a monetary transaction with a debit value to an Account processed on the Voyager Network. “**Voyager Network**” the payment network owned and operated by U.S. Bank under which transactions on Cards and Accounts bearing U.S. Bank’s Voyager logo are processed and reported. The “**Voyager portal**” means U.S. Bank’s propriety online management software for the Program.

2. **PRODUCTS AND SERVICES**

2.1 **PROVISION OF SERVICES; AGREEMENT OF PAYMENT.** U.S. Bank operates the Program pursuant to which it issues Cards and Accounts at the direction of Customer which can be used at merchants to purchase certain categories of products. Customer desires to participate in the Program and U.S. Bank agrees to allow Customer to participate in the Program, all in accordance with the terms contained herein. In connection with the Program, U.S. Bank agrees to provide Customer access to its Voyager platform – an online portal that allows Customer to, among other things, review and pay Statements, establish and modify spend controls, and obtain various reports. Subject to the terms contained herein, Customer agrees that it is responsible for all of its Obligations or those incurred at a Participant’s direction. Customer agrees to pay the fees set forth on Schedule 1 in connection with the Program.

2.2 **BILLING AND PAYMENT.** Customer can access and download an electronic Statement from the Voyager portal at the end of each Billing Cycle itemizing all Obligations and payments for that Billing Cycle. The balance shown on the Statement is due to U.S. Bank before the end of the next Billing Cycle. Customer shall pay U.S. Bank using a payment method approved by U.S. Bank. If the amount owing under an Account has not been paid in full when due, the Account is delinquent, and U.S. Bank may suspend such Account. U.S. Bank may close an Account if the Account remains delinquent as of the completion of the second Billing Cycle after the Statement date. Customer shall communicate disputes or alleged errors on Statements within 60 days after the date on the Statement on which a disputed entry first appeared. Such communication of a dispute must contain the specific items in dispute and the basis for such dispute in accordance with Card Network operating rules and regulations. Depending on the type of Charge, failure to provide this notification within the stated time frame may result in Customer being liable for all and any losses incurred. U.S. Bank may recover any reasonable legal fees and other expenses incurred in collecting any delinquent amounts on a closed Account. If an Account or Card is used for Mastercard Charges in a currency other than the billing currency, the amount shown on the

Statement for that Charge will be shown as a single amount that is the aggregate of (i) the amount of the Mastercard Charge converted, in each case at the applicable exchange rate to the billing currency from the currency in which the Mastercard Charge was made and (ii) the "Foreign Transaction Fee" on such amount as set forth in the Fee Schedule included in this Agreement. Due to fluctuations in foreign exchange rates, a credit may not be the same amount as the original Mastercard Charge.

- 2.3 CARD ISSUANCE.** On and after a date provided to Customer, Cards will be issued as cobranded Mastercard and Voyager Cards on which Voyager Charges (or Mastercard Charges if enabled) may be made. Prior to such date, all Card will be issued as Voyager Cards. No Mastercard Charges may be made on a Card until (i) the appropriate changes to merchant category codes for Mastercard Charges are made through The Voyager portal and (ii) the Mastercard number on the applicable Card has been activated. The terms contained herein regarding Mastercard Charges shall apply to Cards or Accounts only after Customer elects to enable the Mastercard features on such Cards or Accounts. At any time after the Mastercard Charge functionality is enabled, Customer may elect to disable such functionality through The Voyager portal. Customer shall only be permitted to request the issuance of Cards in the name of the following parties: (i) in the name of a vehicle owned or leased by Customer or Participant; (ii) in the name of any Customer or Participant employee, (iii) in the name of any individual that is acting directly or indirectly as an independent contractor of Customer or Participant and, (iv) in the name of any other individual provided on a temporary basis and so long as such individual has a *bona fide* connection to Customer or Participant. Customer shall not request the issuance of Cards for its subsidiaries (or employees of such subsidiaries) that are not Participants. U.S. Bank may refuse to issue a Card to any party that cannot satisfy U.S. Bank's regulatory requirements referenced in section 14 (Compliance with Applicable Statutes Regulations and Other Agreements) herein.
- 2.4 APPLICABLE NETWORK.** All transactions are intended to be processed as Voyager Charges and pursuant to the Voyager Network unless the Voyager Network is unavailable for a particular transaction. In the event the Voyager Network is unavailable for a particular transaction, such transaction may be processed as a Mastercard Charge pursuant to the Mastercard Card Network (provided that the Mastercard functionality has not been disabled for such Card by Customer). U.S. Bank has directed each Voyager Network merchant to process all transactions as Voyager Charges, but U.S. Bank shall have no liability if a Voyager Network merchant fails to follow such direction and conducts a transaction as a Mastercard Charge.
- 2.5 LIABILITY.** Customer, and if applicable, Authorized Officer as guarantor, is solely liable to U.S. Bank for all Obligations, even if Customer has implemented any of the loss-minimization tools described in section 2.6 (Minimizing Loss). U.S. Bank is not liable for: (i) misuse of an Account or Card or any related expenses by the cardholder; (ii) transactions that occur at Private Sites; (iii) any unauthorized or fraudulent Voyager Charges that were not immediately reported as lost, stolen or compromised, unless notified as described in section 2.7 (Mandatory Notification) or (iv) Voyager Charges declined or approved, as a result of inaccurate merchant category codes used by a merchant. Customer agrees to have at least 10 Cards issued under the Program and expressly waives any rights it may have under Section 15 U.S.C. §1643 related to fraudulent Charges. Customer's liability for unauthorized Mastercard Charges is subject to the terms of the Card Network operating rules and regulations. Customer's liability for unauthorized Mastercard Charges may vary depending upon whether Customer complied with the notification requirements set forth in section 2.7 below.
- 2.6 MINIMIZING LOSS**
- (a) Point-of-Sale Prompts.** Customer must set point-of-sale prompts for (i) driver identification number, (ii) vehicle identification number, or (iii) a customizable numeric ID, for all applicable Cards. The customizable numeric ID cannot be any sequence of numbers that appear on the front of the Card. If Customer does not establish these point-of-sale prompts for each applicable Card and require proper use of the prompts by employees, agents, and authorized users of the Card, U.S. Bank may in its sole discretion decline the transaction; and Customer shall be liable for any fraudulent activity on the Card.
- (b) Account Controls.** Customer shall protect Cards and Accounts at all times and set controls described in this section on each Card and Account, as applicable. At a minimum, the controls will include a daily number of transactions limit, a daily dollar spend limit and a monthly dollar spend limit. Customer must (i) set each limit to all Cards or Accounts (provided different limit amounts can be set to different Cards/Accounts), and (ii) for cobranded Cards, create a sublimit within each such established limit on a Card or Account for fuel transactions conducted as Voyager Charges (for example a daily dollar spend limit of \$500 for all charges on the Card, with a fuel sublimit of \$200). Customer must also set geographic controls if operating in fewer than 50 states, day-of-week controls if operating fewer than 7 days per week, and time-of-day controls if operating fewer than 24 hours per day. If Customer fails to set the minimum controls described in this section or changes or releases any controls set by U.S. Bank, Customer or Authorized Officer, as applicable, will be liable for all fraudulent transactions on the Cards or Accounts. In its sole discretion and without prior notice to Customer, U.S. Bank may set or adjust controls on Cards and Accounts based on similar accounts of other U.S. Bank customers and Customer's prior spend patterns.

(c) **Safekeeping and Security.** Customer must ensure that all Cards, Accounts, and any other access devices are carefully safeguarded and stored separately from customizable numeric IDs and codes and will take all reasonable precautions to ensure that only persons with appropriate authorization have been given access to Cards and Accounts. U.S. Bank may close, without notice, any Card or Account that has not been used for six months or more.

**2.7 MANDATORY NOTIFICATION.** Customer shall immediately notify U.S. Bank, in writing to U.S. Bank's email address for fraud notices: of (i) termination of employment of any employee or removal of an agent or authorized user or Participant from the Program; (ii) lost, stolen, or compromised Cards, Accounts, and any other access device; (iii) suspected or actual breach, or misuse of a Card or Account or information regarding Cards, Accounts, or other sensitive information; and (iv) termination or closure of a Card or Account. Customer shall take all necessary action through the available on-line tools under the Program to terminate the Accounts of any party that would not qualify for the issuance of a Card as set forth in section 2.3 (Card Issuance). Customer is liable for all fraudulent Voyager Charges, incurred prior to the time that Customer provides the required mandatory notification and terminates access as stated herein.

**2.8 TRAILING TRANSACTIONS.** Upon cancellation or suspension of an Account, Card, or termination of this Agreement, Customer shall cancel the billing of all reoccurring transactions to an Account. U.S. Bank is not liable for any reoccurring transactions Customer has failed to cancel.

**2.9 MERCHANT CATEGORY CODES.** All Mastercard Charges will be limited to select, fleet-related merchant category codes; provided, however, that Customer may elect to allow additional Mastercard Charges within a select, preapproved set of merchant category codes determined by U.S. Bank in its sole discretion. Such additional merchant category codes include, but are not limited to, hotels, car rentals, and restaurants. In the event Customer elects to allow Mastercard Charges for such additional merchant category codes, Customer may not block particular merchants or codes within the selected, preapproved set of merchant category codes. Customer may elect to allow or disallow these additional merchant category codes at any time within The Voyager portal.

### 3. CREDIT

**3.1 FINANCIAL INFORMATION.** Customer shall provide its fiscal year-end financial statements as soon as available, but not later than 120 days following the end of Customer's fiscal year. Customer shall provide additional information, upon request by U.S. Bank, regarding the business, operations, affairs, and financial condition of Customer, including reviews or audits of fiscal year-end financials performed by certified public accountants and Customer prepared quarterly financial statements.

**3.2 CREDIT CONTROLS.** U.S. Bank, at its sole discretion, may revise any credit limits or controls associated with the Program. Customer shall, within ten days of receiving notice of a downward revision of its credit limit, make a payment to U.S. Bank sufficient to reduce the amount outstanding to an amount equal to or less than any revised credit limit.

### 4. SECURITY AND CONFIDENTIALITY

**4.1 SECURITY. "Secured Information"** means information regarding Cards, Accounts, passwords, personal identification numbers and other sensitive information or Confidential Information of either party.

(a) Either party may receive or otherwise have access to Secured Information and must implement or maintain an information security program designed to: (i) ensure the security, integrity, and confidentiality of Secured Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Secured Information; (iii) protect against unauthorized access to or use of such Secured Information that could reasonably result in harm to the person or entity that is the owner, user or subject of the Secured Information; and (iv) ensure the proper disposal of such Secured Information.

(b) U.S. Bank will maintain physical, electronic, and procedural safeguards designed to: (i) maintain the security and confidentiality of Identification Information; (ii) protect Identification Information against anticipated threats or hazards to the security or integrity of Identification Information; and (iii) prevent unauthorized access to or use of such Identification Information that could result in harm or inconvenience to Customer.

(c) Customer will safeguard Secured Information provided by U.S. Bank in a manner that is no less stringent than those applicable to Customer's own proprietary information.

(d) At a minimum, Customer will install and maintain commercially reasonable cybersecurity defenses against any feature, routine, or device that: (i) is intended or designed to disrupt the operation of any software or system, including any timeout functionality; (ii) causes any U.S. Bank owned or licensed materials, software, or system to be destroyed, altered, erased, damaged or otherwise made inoperable; or (iii) permits any person or entity to destroy, alter, erase, damage or otherwise render inoperable any U.S. Bank owned or licensed materials, software, or system, including, but not limited to, any cyber-attacks such as any computer virus, trap door, back door, time bomb, or malicious program. Furthermore, Customer will perform routine hygiene on its systems to ensure appropriate use of software locks, routine password checking and central processing unit serial number checking.

## 4.2 CONFIDENTIALITY

- (a) **Confidential Information.** Each party may have access to and each party may provide to the other party information that the owner of such information regards as confidential or proprietary. **"Confidential Information"** includes information of a commercial, proprietary or technical nature whether now in existence or hereafter created. Confidential Information includes, but is not limited to, the following: (i) information marked as "confidential" or similarly marked, or information that a party should, in the exercise of reasonable judgment, recognize as confidential; (ii) Intellectual Property of each party; (iii) Identification Information (iv) the business, financial or technical information of each party and its respective affiliates; (v) each party's objectives, materials, financial results, technological developments, and other similar proprietary information and materials; and (vi) notes, memoranda, analyses, compilations, studies, and other documents, whether prepared by either party or for either party, which contain or otherwise reflect Confidential Information.
- (b) **Exceptions**
- (i) **General Exceptions.** Confidential Information does not include information that: (i) is already rightfully known to the receiving party at the time it obtains Confidential Information from the disclosing party; (ii) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations; (iii) is received on a non-confidential basis from a third party reasonably believed to be authorized to disclose such information without restriction and without breach of this Agreement; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by U.S. Bank or Customer without the use of any proprietary, non-public information provided by the other party.
- (ii) **U.S. Bank Exceptions.** U.S. Bank may: (i) use and disclose Customer's Confidential Information to the extent necessary to maintain compliance with network rules established by U.S. Bank related to the Program; (ii) use and disclose Customer's Confidential Information to the extent necessary to maintain compliance with Card Network operating rules and regulations; or (iii) use and disclose non-identifying data to any entity or third party to the extent that such data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such data as attributable to U.S. Bank or its affiliates or Customer, its affiliates, employees, agents or authorized users.
- (iii) **Third Parties.** Portions of Customer's Cards, Accounts, and transaction data are captured by third parties, including, but not limited to, the Card Network, third-party service providers, merchants, and merchant processors during the course of normal business operations and the confidentiality provisions of this Agreement shall not be deemed breached based upon such activities. All such third parties shall not be considered an agent of U.S. Bank for purposes of this section 4.
- (c) **Restriction and Care.** Each party must hold Confidential Information in confidence and disclose Confidential Information only to those employees, agents, or authorized users whose duties reasonably require access to such Confidential Information. Each party must protect Confidential Information using at least the same degree of care it uses to protect its own Confidential Information, but in no event, less than a reasonable degree of care to prevent unauthorized disclosure or duplication (except as required for backup systems) of such Confidential Information. Each party must cause its affiliates, employees, agents, authorized users, independent contractors, and parents to hold and maintain Confidential Information in confidence, and must only use and disclose such Confidential Information for the purpose of performing its obligations, exercising its rights, or enforcing its rights under this Agreement, or as otherwise expressly permitted by this Agreement.
- (d) **Disposition of Confidential Information.** Upon termination of this Agreement, each party must immediately, upon election by the disclosing party, return or destroy all Confidential Information in its direct or indirect possession or control that is the sole property of the disclosing party; provided, that U.S. Bank may retain particular transaction data with respect to the Cards and Accounts as is necessary to perform its billing functions and to maintain compliance with Card Network operating rules and regulations and its agreements with merchants under the Program. Upon written request, the recipient will provide the disclosing party written certification of destruction of any Confidential Information. Notwithstanding, U.S. Bank may retain one copy of Confidential Information for archival purposes in accordance with applicable law, rule or regulation. The receiving party must return any Confidential Information maintained in an electronic format to the disclosing party in an industry standard format or, at the option of the owner, deleted and removed from all computers, electronic databases, and any other media.
- (e) **Compelled Disclosure.** Each party must promptly provide to the disclosing party notice of any order by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, so the disclosing party may seek an appropriate protective order. U.S. Bank may be prohibited by a governmental agency from disclosing the governmental agency's request for Confidential Information and under such circumstances U.S. Bank is excused from notifying Customer of any disclosure of Confidential Information thereunder. Each party must disclose Confidential Information only to the extent required by applicable law.

- (f) **Non-Publicity.** Customer shall not make any case study, testimonial, press release, or other public announcement regarding this Agreement or any activities performed hereunder. Customer and its affiliates shall obtain the prior written approval of U.S. Bank's Media Relations department for any press release that Customer seeks to release that contains U.S. Bank's identity. U.S. Bank shall have at least 15 business days to review and respond to any such request for approval.

## 5. DEFAULT.

- 5.1 CUSTOMER DEFAULTS.** Customer will be in default upon the occurrence of any of the following events (each a "**Customer Default**"): (i) any violation of its obligations set forth in section 4 (Security and Confidentiality) or section 7 (Intellectual Property); (ii) any failure to make a payment on any Account when due; (iii) any default of any other agreement between U.S. Bank and any of Customer, a Participant, or Customer's affiliates that has not been cured in the time specified in the applicable agreement; (iv) any of its representations or warranties made in this Agreement fail to be true and correct at any time during this Agreement; (v) the violation of any of its other covenants, conditions, or provisions set forth in this Agreement; (vi) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Customer, a Participant or any guarantor of Customer's obligations hereunder (a "**Guarantor**"); (vii) a Guarantor, if any, dies or revokes its guaranty of Customer's obligations; or (viii) Customer's merger, amalgamation, sale, or transfer of all or substantially all of its assets that causes a material change to Customer's business or financial condition.
- 5.2 U.S. BANK DEFAULTS.** U.S. Bank will be in default upon the occurrence of any of the following events (each a "**U.S. Bank Default**"): (i) any of U.S. Bank's representations or warranties made in this Agreement fail to be true and correct at any time during this Agreement; (ii) U.S. Bank materially violates of any covenants, conditions, or provisions set forth in this Agreement; or (iii) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by U.S. Bank.
- 5.3 CURE.** Customer must cure any Customer Default under section 5.1(i)-(iv) within five days of notice of such Customer Default. Customer must cure any Customer Default under section 5.1(v) within 30 days of notice of the Customer Default. Notwithstanding the foregoing, a Customer Default under section 14 and a Customer Default arising under sections 5.1(vi)-(viii) shall not be entitled to notice or the right to cure and U.S. Bank may immediately terminate this Agreement as a result of any such default. U.S. Bank shall cure any U.S. Bank Default arising under section 5.2(i) or (ii) within 30 days after notice of a U.S. Bank Default. U.S. Bank shall not be entitled to cure a U.S. Bank Default under section 5.2(iii).
- 5.4 U.S. BANK REMEDIES.** Upon the occurrence of a Customer Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, U.S. Bank may: (i) immediately terminate this Agreement or suspend or cancel any Cards and Accounts; (ii) retain and will not be required to pay Customer any payables pursuant to this Agreement (other than a return of prefunded amounts not applied to outstanding Obligations); and (iii) collect on demand, and Customer must promptly comply with such demand, any amount directly or indirectly related to any Customer Default, including any fees or losses sustained by U.S. Bank, and any reasonable court and legal costs incurred by U.S. Bank to exercise its rights or remedies under this section 5. If Customer violates its obligations under section 4 (Security and Confidentiality) or section 7 (Intellectual Property), in addition to the foregoing, U.S. Bank shall be entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because U.S. Bank's remedies at law may be inadequate to protect U.S. Bank against immediate and irreparable harm caused by any anticipated or actual breach of Customer's obligations as set forth in section 4 (Security and Confidentiality) or section 7 (Intellectual Property) and because damages resulting from such a breach may be difficult to ascertain. Any delay or failure on the part of U.S. Bank to take action upon the occurrence of a Customer Default shall not constitute a course of dealing on the part of U.S. Bank, shall not constitute a waiver of such Customer Default or prevent U.S. Bank from taking action on such Customer Default or any other Customer Default in the future. For the avoidance of doubt, the adjustment of the credit limits or controls described in section 3.2 (including requiring security or prefunding) are independent rights and are not dependent upon the existence of a Customer Default.
- 5.5 CUSTOMER REMEDIES.** Upon the occurrence of a U.S. Bank Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Customer may: (i) immediately terminate this Agreement; and (ii) demand and recover payment of any damage amount directly related to any U.S. Bank Default. Any delay or failure on the part of Customer to take action upon the occurrence of a U.S. Bank Default shall not constitute a course of dealing on the part of Customer, shall not constitute a waiver of such U.S. Bank Default or prevent Customer from taking action on such U.S. Bank Default or any other U.S. Bank Default in the future.

## 6. TERM, TERMINATION AND SUSPENSION.

- 6.1 AGREEMENT TERM.** This Agreement will remain in effect for five years from the Effective Date (the “Term”). This Agreement will automatically extend at the end of the Term for successive one-year periods unless either party provides at least 60 days prior written notice of termination prior to expiration of the current period. During the Term or any successive term thereafter neither Customer nor U.S. Bank may terminate this Agreement, in whole or in part, except by mutual consent or as otherwise provided under this Agreement.
- 6.2 U.S. BANK TERMINATION RIGHTS.** U.S. Bank may terminate this Agreement if there has been no activity on Accounts within 12 months of the Effective Date of this Agreement or for any consecutive 12-month period after the Effective Date of this Agreement.
- 6.3 REGULATORY SUSPENSION OR TERMINATION.** U.S. Bank may immediately suspend or terminate: (i) any Card or Account if U.S. Bank is unable to verify the identity of an authorized employee, agent, user of the Card or Account or a Participant based on the Identification Information submitted to U.S. Bank or if U.S. Bank is unable to verify that providing services to an authorized employee, agent, user of the Card or Account, or a Participant does not pose a risk to U.S. Bank of violating any applicable law, statute or regulation; or (ii) this Agreement if U.S. Bank, in its sole discretion, determines provision of services under this Agreement is counter to any existing, new or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.
- 6.4 SURVIVAL.** The following provisions shall survive termination of this Agreement: Schedule 1 (Fees); section 4 (Security and Confidentiality); section 5 (Default); section 7 (Intellectual Property); section 9 (Indemnification); section 10 (Limitation of Liability); section 11 (Notices); section 13 (Governing Law); section 24 (Set-Off); section 25 (Cumulative Remedies); and section 27 (Jury Trial Waiver). Without limiting or affecting the foregoing, any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive termination and shall remain in full force and effect.

## 7. INTELLECTUAL PROPERTY

- 7.1 GENERALLY.** U.S. Bank or its affiliates, are the owner or licensee of any and all Intellectual Property or other proprietary right associated with U.S. Bank products and services including, but not limited to, the Program, related materials, and derivatives. Except as expressly stated in this Agreement, Customer is not authorized or allowed to use, copy, redistribute, publish, or retransmit any portion of U.S. Bank products or Intellectual Property without the express written consent of U.S. Bank. Customer is not permitted to change or delete any proprietary notices. Nothing in this provision grants any ownership right to Customer, U.S. Bank remains the sole owner of any and all its Intellectual Property.
- 7.2 USE OF NAME AND MARKS.** U.S. Bank may use Customer’s name or marks in presentations, press releases business cases, product brochures, and financial reports to announce the business relationship between the parties.
- 7.3 SOFTWARE LICENSE**
- (a) License Grant.** Subject to Customer’s compliance with this section 7, U.S. Bank grants Customer and Participants a non-exclusive, non-transferrable license to use and access Accounts on U.S. Bank’s or U.S. Bank’s third party licensor’s software accessible under the Program.
- (b) Ownership.** U.S. Bank or U.S. Bank’s third party licensor retains all rights, title, and ownership of the Accounts (but not data generated through the use of an Account) and software, any documentation provided with the Accounts or software, and any works derived from the Accounts or software that contain all or part of the Accounts, software, or U.S. Bank’s or U.S. Bank’s third party licensor’s Intellectual Property. U.S. Bank asserts that the Accounts and software are protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States, Canada, or other jurisdictions. Any rights not granted in this section 7 are reserved by U.S. Bank or its third party licensors.
- (c) Updates.** U.S. Bank or U.S. Bank’s third party licensor may, from time to time, provide updates of the software. The updates replace the software initially licensed to Customer, and do not constitute an additional license to use the software.
- (d) Restrictions.** Customer and Participant may not: (i) reverse engineer, decompile, disassemble the software or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii) transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access; (iv) disclose part or all of the software to any third parties except as explicitly authorized by U.S. Bank; (v) use all or part of the software to advise, consult, or otherwise assist any third parties; or (vi) otherwise use the software in any manner that would compete in any way with U.S. Bank’s business.
- (e) Audit.** Customer agrees to permit U.S. Bank reasonable access to any records, systems, or operations to ensure that Customer is in compliance with the license granted in this section 7.
- 7.4 END USER AGREEMENTS.** Customer and its employees, agents or authorized users may receive or have access to, and must agree to, any and all applicable end user license or other agreements that govern the use of any U.S. Bank software, services, or Accounts. U.S. Bank may amend such agreements from time to time without notice to Customer.

8. **WARRANTIES.** Each party respectively represents and warrants, at all times during this Agreement, that: (i) this Agreement is valid, binding and enforceable; (ii) execution of this Agreement and the performance of the obligations hereunder (A) are within such party's powers, (B) have been authorized by all necessary organizational action, and (C) do not require action by or approval of any governmental or regulatory body, agency or official; (iv) the execution of this Agreement and the performance of the obligations hereunder do not constitute a breach of any material agreement of such party or of applicable law or regulation; (v) such party possesses the financial capacity to perform all of its obligations under this Agreement. Customer represents and warrants, at all times during this Agreement, that: (i) the material information provided by Customer to U.S. Bank is true, complete and accurate; (ii) Customer will use all Cards and Accounts for business purposes only; (iii) Customer will obtain consent from any authorized user or agent to release any authorized user or agent Identification Information to be used for any purpose under this Agreement including for purposes of obtaining credit reporting agency records; and (iv) Customer will not, in connection with the services contemplated by this Agreement or in connection with any other business transactions involving U.S. Bank, receive compensation, make, offer or promise to make any payment or transfer anything of value, directly or indirectly if such compensation, payment or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business, in breach of any applicable laws, statutes, regulations and codes relating to anti-kickback, anti-bribery and anti-corruption. This paragraph shall not, however, prohibit normal and customary business entertainment of nominal value or the giving of business mementos of nominal value.

**Except as expressly provided herein, U.S. Bank makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Customer or to any other party, in connection with this Agreement or with respect to software products provided or made available to Customer for its use by U.S. Bank in connection with this Agreement.**

9. **INDEMNIFICATION.** Customer agrees to indemnify and hold harmless U.S. Bank and its agents, officers, directors, employees, contractors and subcontractors from any third party claims, actions, demands, damages, injuries, injunctions, suits, fines, penalties, costs, and expenses and liability whatsoever (including reasonable legal fees), arising out of: (i) the infringement by Customer or any third party of any Intellectual Property or other property or contract right of any other entity; (ii) the violation of any law, rule, regulation or authority by Customer, Participant, or any third party; (iii) any gross negligence or intentional act of Customer, Participant or, including, but not limited to, Customer's, Participant's or an transmission of incorrect, illegible, duplicate, or fraudulent data to U.S. Bank; or (iv) any Customer Default. U.S. Bank shall notify Customer of any claim that is asserted and each action or suit that is filed or served, and provide Customer with a copy of any written documentation received in relation with the claim, for which U.S. Bank is seeking indemnification pursuant to this section 9, provided, however, that failure to give such notice shall not relieve Customer of its indemnification obligations. Customer may thereafter assume control of such claim, provided that U.S. Bank shall have the right to participate in the defense or settlement of such claim. U.S. Bank may employ counsel at its own expense to assist with any such claim; however, if such counsel is necessary because of a conflict of interest of either Customer or its counsel or because Customer does not assume control, Customer shall bear the expense of such counsel. Customer may not settle any claim, admit to any liability, or consent to any judgment with respect thereto without the consent of U.S. Bank.

10. **LIMITATION OF LIABILITY.** U.S. Bank and its affiliates are not liable for any consequential, special, indirect, or punitive damages of any nature (including lost profits) regardless of whether such party has been advised of the possibility of such damages. In no event is U.S. Bank liable for any damages under the Program that exceed the fees U.S. Bank collected during the 12 months immediately preceding the alleged liability.

11. **NOTICES.** Any notice required to be given to a party pursuant to this Agreement shall be in writing and will be deemed received either: (i) two days after the date of mailing if sent by overnight, registered, or certified mail, return receipt requested; or (ii) one day after the date of mailing if sent by a national overnight courier service. Notices shall be sent to the following addresses: to U.S. Bank at U.S. Bank National Association, Corporate Payment Systems, 200 South Sixth Street, Mail Code EP-MN-L29C, Minneapolis, MN 55402, U.S.A. Attn: CPS Contract Manager or [contractnotices@usbank.com](mailto:contractnotices@usbank.com) and to Customer at the address stated on the Application. Either party may change its notification address at any time by written notice to the other.

12. **ASSIGNMENT; TRANSFER; CHANGE IN OWNERSHIP.** Customer shall not assign or otherwise transfer or delegate its rights, obligations, or duties under this Agreement without U.S. Bank's prior written approval at its sole discretion. For the purposes of this provision, "transfer" refers to a merger, acquisition, consolidation, divestiture, change in control, asset transfer, amalgamation, proceeding under bankruptcy laws, or any other transfer, reorganization, or sale (in whole or in part) of Customer. To the fullest extent not prohibited by applicable law, Customer will notify U.S. Bank in advance of any material change (and if prohibited, within 15 days after such change) to any information provided to U.S. Bank at any time concerning Customer's primary business, legal organization (e.g., partnership, corporation, etc.) or any change resulting from a transfer as described above. Customer must promptly provide any information requested by U.S. Bank associated with the request for approval.

- 13. GOVERNING LAW AND VENUE.** The laws of the state in which Customer is organized under and applicable federal laws and regulations of the United States, apply to any dispute arising out of this Agreement, its subject matter, or its formation.
- 14. COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER AGREEMENTS.** The parties will maintain compliance with all statutes and regulations applicable to the products and services contemplated under this Agreement, including all economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union or Canada and U.S. Bank's policies related thereto. U.S. Bank may require Identification Information for Customer, its affiliates, and its Participants, and any Authorized Officers, authorized signers, Account and Card holders, beneficial owners, authorized user or directors of Customer and its affiliates and Participants. Customer shall promptly provide any such required Identification Information to U.S. Bank. Customer shall comply with, and shall cause its Participants and Account and Card holders to comply with the following regulations and terms and conditions to the extent applicable to the Program or the products and services provided pursuant to this Agreement: (i) Any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules or any related or successor operating rules or regulations and (ii) Card Network operating rules and regulations.
- 15. FORCE MAJEURE AND EXCUSABLE DELAY.**
- 15.1** Except for payment obligations under this Agreement, neither party is responsible for performance delays or failures resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, shortage of power or chips, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party suffering the force majeure event will: (i) implement its applicable disaster recovery plan to the extent appropriate, and practicable; (ii) give the other party prompt notice of the occurrence of a force majeure event; (iii) use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and (iv) provide periodic updates to the other party regarding its efforts to re-commence performance until performance has re-commenced in accordance with this Agreement.
- 15.2** Either party may terminate this Agreement upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations as a direct result of a force majeure event for more than 30 consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.
- 16. CHANGE IN TERMS OF THIS AGREEMENT.** U.S. Bank may change the terms and conditions of this Agreement at any time upon written notice to Customer (which notice may be given by email). If permitted by applicable law, the changes will apply to both existing and future transactions and Obligations. If Customer refuses to accept the changes, Customer must notify U.S. Bank in writing within 30 days from the date of the notice that it refuses to accept the changes and elects to terminate this Agreement. Should Customer terminate this Agreement pursuant to this section 16, all Obligations will immediately become due and payable by Customer to U.S. Bank, according to the terms of this Agreement.
- 17. INTERPRETATION.** The parties expressly agree this Agreement will not be construed more strongly against the drafting party. This Agreement constitutes the entire agreement between the parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Headings are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 18. SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such declaration will not affect the validity of any other provision of this Agreement, which will remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the parties' intent.
- 19. NO WAIVER.** No failure or delay by either party to insist on specific performance of any term or obligation set forth in this Agreement or exercise any right, power, or privilege provided under this Agreement or by applicable law, will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, or privilege preclude any other or future exercise of any other right, power, or privilege.
- 20. RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement creates an agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.
- 21. RELATIONSHIP BETWEEN U.S. BANK AND THIRD PARTY SERVICE PROVIDERS.** U.S. Bank may enter into agreements with third parties for the purpose of marketing and advertising U.S. Bank's products and services and providing other services to U.S. Bank. U.S. Bank may compensate the third parties based on revenue generated

instead of a flat fee for such services. The products or services provided to Customer pursuant to this Agreement may include products or services subject to such compensation paid to third parties. To the extent Customer was referred to U.S. Bank by such third party, Customer authorizes U.S. Bank to release Customer's Confidential Information to such third party (and its agents) for purposes of communicating or computing any revenue or fees that may be due from U.S. Bank to such third party. Additionally, Customer may from time to time request that U.S. Bank provide certain of Customer's Confidential Information (including transaction data) to a third party (such request a "Data Release Request"). U.S. Bank's action on any such Data Release Request is subject to the following conditions: (i) the Confidential Information to be transmitted must be clearly identified by Customer (which can include by category), (ii) Customer must provide specific directions regarding the initial personnel at the third party that U.S. Bank will interface with regarding the transmission of such Confidential Information and once identified U.S. Bank may speak generally about such Confidential Information with such third party, (iii) the directions regarding such Confidential Information transmission, including file format, frequency and means for any transmission or delivery, must be acceptable to U.S. Bank, (iv) U.S. Bank will have no liability to the extent it follows the directions of anyone U.S. Bank reasonably believes to be authorized by you or the designated third party to provide directions regarding the delivery of the Confidential Information, (v) Customer is solely liable for the third party's use or disclosure of its Confidential Information and neither U.S. Bank nor any of its affiliates is liable for such third party's use or further release of Customer's Confidential Information, (vi) any Data Release Request will be considered an ongoing direction until affirmatively revoked or disavowed in writing by Customer, and (vii) U.S. Bank may suspend or terminate delivery of the Confidential Information without notice during the continuance of any default under this Agreement or in the event such transmission or delivery to the third party would violate applicable law.

22. **DELEGATION.** U.S. Bank may delegate duties herein to one or more third parties without Customer approval or consent so long as U.S. Bank remains responsible for the conduct of and payment to such third parties.
23. **NO THIRD PARTY BENEFICIARIES OR CLAIMS.** Except as stated in this Agreement, and with reference to any successors or assigns, any services provided under this Agreement are for the sole and exclusive benefit of Customer and Participants, if any, and nothing in this Agreement will be deemed to create any third party beneficiary rights in any person or entity not party to this Agreement.
24. **SET-OFF.** U.S. Bank may set-off any amounts Customer owes to U.S. Bank pursuant to this Agreement or any other agreement between the parties or their affiliates against any amounts due to Customer by U.S. Bank or its affiliates.
25. **CUMULATIVE REMEDIES.** Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
26. **INCORPORATION.** The following are incorporated into this Agreement by reference as if set out at length:
  - 26.1 U.S. Bank Voyager Fleet Cobrand Card Program Application
  - 26.2 Schedule 1 – Fees
  - 26.3 Schedule 2 - Rebates
27. **JURY TRIAL WAIVER.** Customer and U.S. Bank hereby waive all rights to trial by jury in any proceeding relating to this Agreement.
28. **AUTHORIZATION AND EXECUTION.** This Agreement may be executed and delivered by Customer electronically, and fully executed electronic versions of this Agreement, or reproductions thereof, will be deemed to be original counterparts.

By completing the Application, Customer acknowledges and agrees that: U.S. Bank will review the Application and may, at its sole discretion, grant such request, but that U.S. Bank is under no obligation to do so. The signer represents, warrants and agrees that: (i) he or she is authorized by an applicable Bylaw, Article or other organizational authority to enter into all transactions contemplated by this Agreement; (ii) all information provided in the Application is true, complete and accurate to the best of the signer's knowledge and the signer has the authority to provide such information and complete such Application; (iii) if U.S. Bank approves the Application, Customer shall be bound by this Agreement; and (iv) U.S. Bank is authorized to investigate, obtain, and exchange reports and information regarding the Application and any resulting Accounts with credit reporting agencies and other parties with legitimate business needs for such reports or information.

In witness whereof, Customer has executed this Agreement.

Date: \_\_\_\_\_

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Printed Name of 1st Authorized Signer

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Printed Name of 2nd Authorized Signer

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Printed Title of 1st Authorized Signer

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Printed Title of 2nd Authorized Signer

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Signature of 1st Authorized Signer

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Signature of 2nd Authorized Signer  
(ONLY if required by Customer's organizational  
guidelines)

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**Schedule 1**  
**Fees**

The fees listed below apply to this Agreement. Failure of U.S. Bank to apply any fee outlined in this Agreement, at any time, does not preclude U.S. Bank from ever applying such fee. U.S. Bank reserves the right to change fees upon 30 days prior notice to Customer. Fees identified as recurring monthly are billed on the first statement of the month.

<b>Fees</b>	
<b>Description</b>	<b>Fee, per Account, card, or occurrence, as applicable</b>
monthly card Fee	\$0.00
insufficient funds	\$20.00
custom card logo (design provided by Customer)	\$300.00
expedited delivery	\$20.00
paper statement or report	\$4.95
returned check	\$35.00
stop payment	\$20.00
finance charge	3.5% of the past-due balance per billing cycle (minimum of \$2.00 assessed)
non-financial transaction at Private Sites	\$0.20

## Schedule 2 Rebates

1. **Definitions.** Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement. In addition, the following terms shall have the following meanings:
  - 1.1. **"Charge-off"** means any amount due and owing to U.S. Bank by Customer related to the Agreement that is classified as a charge-off under U.S. Bank's then applicable accounting policies.
  - 1.2. **"Charge-off Adjustment"** means the difference between Charge-offs and one-half of Charge-off Recoveries.
  - 1.3. **"Charge-off Recovery"** means an amount equal to any monetary recovery related to a Charge-off.
  - 1.4. **"Client Held Days Payment Performance"** means the sum of the daily accounts receivable balances for the Rebate Period divided by the total sales for the same Rebate Period, inclusive of the beginning and ending dates less 15 days.
  - 1.5. **"Discount Interchange Rate Program"** means an interchange rate program where the rates assessed on particular transactions are less than standard rates. Subcategories subject to differentiated discount volume percentage include transactions processed on large ticket program indicators and transactions assessed at network negotiated rates, all as reasonably determined by U.S. Bank. Transactions subject to Discount Interchange Rate Programs may change from time to time without notification to Customer.
  - 1.6. **"Net Combined Discount Charge Volume"** means all Voyager and Mastercard Charges set forth on the Statements furnished for the Accounts in the applicable Rebate Period that qualify for and have applied to them a Discount Interchange Rate Program, less credits for Voyager Charges, and net of Voyager Charge Charge-off Adjustments for the same Rebate Period. All other Charges, fees, fraudulent charges, and chargebacks are excluded from Net Voyager Discount Charge Volume.
  - 1.7. **"Net Combined Standard Charge Volume"** means all Voyager and Mastercard Charges set forth on the Statements furnished for all Accounts in a Rebate Period less, without duplication, each of the following categories to the extent that they relate to Charges: Non-Financial Transactions at Private Sites, fees, fraudulent charges, chargebacks, Charges qualifying for discount interchange rates or discount merchant fees, and net of Charge-off Adjustments, all in the same Rebate Period.
  - 1.8. **"Non-Financial Transaction"** means a transaction on a Card where U.S. Bank does not (i) pay or reimburse a merchant for the value of the goods or services in such transaction, or (ii) charge or retain from merchants in amounts that are based on defined transaction fees or a percentage of the retail dollar value, less any merchant rebates.
  - 1.9. **"Rebate Period"** means each 12-month period, beginning on January 1 of each year.
2. **Rebate.**
  - 2.1 **Conditions.** To be eligible for and to retain a rebate, Customer must: (i) complete the Rebate Period in which a rebate is earned; (ii) not be subject to an uncured Customer Default at the time the rebate payment is due; and (iii) Client Held Days Payment Performance for all accounts' Statements is equal to or less than 30. If Customer fails to satisfy the requirements of this section at the time of a scheduled rebate payment, U.S. Bank will not be required to pay Customer any such rebate payment. If the sum of Customer's final net rebates is a negative amount, Customer shall reimburse U.S. Bank up to the amount of rebates U.S. Bank has previously paid to Customer.
  - 2.2 **Standard Rebate Calculation.** U.S. Bank will calculate a rebate for the same Rebate Period as follows:
    - (a) U.S. Bank will multiply the Customer's Net Combined Standard Charge Volume by the percentage on Table A (Client Held Days Payment Performance Percentage) corresponding to Client Held Days Payment Performance achieved by Customer.
    - (b) U.S. Bank will multiply the Customer's Net Combined Standard Charge Volume by the percentage on Table B (Net Combined Standard Charge Volume Percentage) corresponding to the Net Combined Standard Charge Volume achieved by Customer.
    - (c) U.S. Bank will add the values arrived at in sections 2.2 (a) - (b) above.
    - (d) U.S. Bank will apply Charge-off Adjustments to the value arrived at in 2.2(c) to arrive at Customer's net rebate.

For the avoidance of doubt, section 2.2(e) is only a component in the calculation of Customer's rebate for a particular Rebate Period. It does not constitute the payment, forgiveness or netting of any Charge-offs or any other amounts due to U.S. Bank against amounts due to Customer.
  - 2.4 **Payment.** U.S. Bank will pay Customer's net rebates within 60 days after the completion of the applicable Rebate Period. U.S. Bank will pay Customer's final net rebates within 90 days after Customer satisfies all Obligations and provides written instruction to U.S. Bank to close all Accounts. U.S. Bank may retain and will not be required to pay Customer standard rebate payments less than \$3,000.00. U.S. Bank will not carry forward any standard rebate payment less than \$3,000.00.

3. Rebate Tables.

Table A – Client Held Days Payment Performance Percentage					
Client Held Days Payment Performance	Performance Percentage	Client Held Days Payment Performance	Performance Percentage	Client Held Days Payment Performance	Performance Percentage
0-5	0.100%	6-10	0.080%	11-30	0.000%

Table B – Net Combined Standard Charge Volume Percentage	
Net Combined Standard Charge Volume	Percentage
All	1.200%

4. **Rebate Payment Registration.** Customer shall register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments until Customer has registered for ACH. If Customer fails to register for ACH by the date a rebate is due, Customer forfeits any payment of that rebate. Customer designates the following person to register Customer for ACH:

Rebate Payment Registration	
a) Authorized Person's Name	
b) Authorized Person's Email Address	

**ATTACHMENT C**

**Standard Provisions for City Contracts**

**(Rev. 1/25) [v.2]**

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>2</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor’s Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>
<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>Contractor Data Reporting</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

#### **PSC-9. Termination**

##### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

##### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement (“RAMP”) at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: No

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

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### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): No

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### Professional Liability (Errors and Omissions): Yes

Min. Limit: \$1000000

Discovery Period: 12 months after completion of work or date of termination

Professional Liability Other:

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

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### Pollution Liability: No

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**Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No**

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**Crime Insurance: No**

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**Cyber Liability: Yes**

Min. Limit:

Cyber Liability Other: Must Include Cyber and Data Breach

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.