

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
38238 04

PAGE 1 of 1	ORDER DATE 05/09/11
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 1848844	
VENDOR ADDRESS: UMB BANK 1010 GRAND BLVD KANSAS CITY MISSOURI 64106-2202	

THE CONTRACT PERIOD IS:

APRIL 01, 2009 THROUGH MARCH 31, 2012

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM THE OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Contract/Bid Document 2508 Z1

Contract to provide Purchasing Card Services to the State of Nebraska, for a period effective April 1, 2009 through March 31, 2012 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

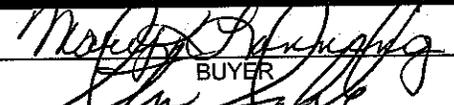
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

CONTACT: Tim Jackson, Vice President
PHONE: 816-843-2814
FAX: 816-843-2485

AMENDMENT ONE (1) - To include agreement with UNL. (09/13/10 jc)

AMENDMENT TWO (2): Amendment to include UNL Travel Card Program. (05/09/11 dgj)

Line	Description
1	Purchasing card services NC


BUYER

MATERIEL ADMINISTRATOR

**ADDENDUM 2 TO
PURCHASING CARD AGREEMENT**

This is an addendum dated as of the 22nd day of February, 2011 ("Addendum 2") to that certain Purchasing Card Agreement dated February 27, 2009, and Addendum dated July 20, 2010 as amended (collectively, the "Agreement"), between the State of Nebraska (the "State") and UMB Bank, N.A. ("UMB"). This Addendum 2 is being executed for the purpose of adding a Travel Card Program for the University of Nebraska (the "University") as a party to the Agreement on the terms set forth in this Addendum 2.

WHEREAS, UMB and the State executed the Agreement for the purpose of designing, developing and implementing business procurement card programs for State and performing related services in connection therewith (said programs and services collectively hereinafter referred to as a "Purchasing Card Program"); and

WHEREAS, the University wishes to hereby engages the services of UMB for an additional service for the purpose of designing, developing and implementing a Business Travel Card Program for The University that will support the travel processes being utilized by the personnel of The University as of the effective date of this Agreement, and UMB hereby agrees to provide The University with such services in accordance with and subject to the terms and conditions of this Agreement and its' Addendums.

WHEREAS, the University has established a contractual relationship with UMB by signing an Addendum, which incorporates the RFP and UMB's response thereto into the contractual relationship between UMB and the University, and has negotiated business and technical requirements according to the University's specific needs.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State, the University and UMB agree as follows:

1. Agreement as amendes. The Agreement consists of the terms set forth in the Agreement, the Addendum, and by this Addendum 2.
2. Performance of Obligations. UMB agrees to perform the obligations set forth in the Agreement for the benefit of the University in connection with Cards issued under the Card Program pursuant to this Addendum. The University agrees to perform all obligations of the State as set forth in the Agreement with respect to Cards issued by UMB on behalf of the University pursuant to this Addendum.
3. Term. For the purposes of allowing all parties to begin integration of the Program with the University's and UMB's systems and procedures, the Addendum 2 will be effective immediately upon the execution by all parties.

4. **Amendment Administration.** All notices, demands, requests, approvals, reports, instructions, consents and or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other under this Addendum shall be in writing and shall be made by personal delivery or sent by United States mail, postage prepaid, or be sent by overnight delivery, prepaid, addressed as follows (unless otherwise notified):

University of Nebraska:

Vice President for Business and Finance
University of Nebraska
211 Varner Hall
3835 Holdrege Street
Lincoln, NE 68583

State Treasurer:

State Treasurer of Nebraska
Attn: Treasury Management Division
Room 2005, State Capitol Bldg.
P.O. Box 94788
Lincoln, NE 68509-4788

State Accounting Division:

State Accounting Division
Attn: State Accounting Administrator
P.O. Box 94664
State Capitol, RM 1309
Lincoln, NE 68509

UMB:

Ron Sager, Senior Vice President
UMB Bank, n.a.
928 Grand Blvd Suite 501
Kansas City, Missouri 64106

The University's Vice President for Business and Finance or his/her designee shall act as the Travel Card Program Administrator for the University. UMB and all other parties shall be notified in writing any time the identity of the Travel Card Program Administrator is changed. The Travel Card Program Administrator shall be responsible for all matters relating to services tied to this Addendum. The Travel Card Program Administrator shall notify UMB of any material changes to the programs or campus participation under this Program and any limitations or restrictions placed on the authority of each Departments' Campus Coordinator.

5. **Description and Delivery of Services to Be Provided.** Upon request, Business Travel Cards ("Cards") shall be issued by UMB only to individuals who are employees of the University, but

only to such employees as apply for the Cards and qualify for the Cards in UMB's sole discretion. UMB reserves the right to terminate any Card and Cardholder Account at UMB's sole discretion. A Business Travel Card may be used for other business travel expenses (lodging, car rental, meals, etc). Charges for the Business Travel Card shall be billed directly to the individual Cardholder, and the University shall have no liability for payment unless otherwise stated in writing by an authorized representative of the University of Nebraska. UMB will make available the types of controls and features for the Business Travel Card program as are available for the University's Purchasing Card Program which are normally accepted as the banking "industry standard" for Purchasing Cards and which will meet the business needs of University.

6. Cardholder Accounts and Payments. University acknowledges that all cards issued for this Program are the property of UMB and must be surrendered to UMB or destroyed upon request.

University will make every effort to inform Cardholders of the proper usage of the Cards and will use reasonable efforts to ensure its Cardholders abide by restrictions, limitations, and policies that are applicable to their accounts, and will promptly notify UMB of lost or stolen cards or if an Employee to whom a Card is issued is terminated from University's employment.

University will not be liable to pay UMB for transactions entered into by its employees pursuant to the terms of this Amendment. Accounts will be billed on a periodic monthly statement(s) by the next billing date or within 30 days of the billing date of the monthly periodic statement(s), whichever is earlier, irrespective of when or whether the goods or services purchased were received or accepted. Payment of the entire monthly statement balance in full, less any billing error disputes, will be due each month. Payments made later than 60 (sixty) days past the due date may at UMB's option result in temporary suspension of account purchasing capability, cancellation of accounts, and billing of interest and penalties. Unless expressly otherwise agreed to in writing by UMB, the maximum period of time covered by a billing period shall be one month.

University nor Cardholder will have liability for unauthorized use of a Card provided.

7. Miscellaneous. In the event of any material inconsistency between this Addendum 2 and the other provisions in the Agreement, this Addendum 2 shall control.
8. Compensation and Expenses. The revenue sharing and other terms of Article VII and Exhibit B of the Agreement specifically apply to purchases of the University under this Addendum. Net purchases on Cards issued under this Addendum will be included in calculating the applicable tier in the rebate schedule set forth in Exhibit B. Revenue sharing earned under this Addendum 2 shall be paid to the University.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Signatures for this Addendum:

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: 
David E. Lechner
Vice President for Business and Finance

STATE TREASURER OF NEBRASKA

By: 
Don Stenberg
Nebraska State Treasurer

UMB Bank, n/a.
By: 
Ronald E. Sager
Senior Vice President

Rev. 3-7-2011

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
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P.O. Box 94847
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PAGE 1 of 1	ORDER DATE 09/13/10
BUSINESS UNIT 9000	BUYER MARY LANNING (AS)
VENDOR NUMBER: 1848844	
VENDOR ADDRESS: UMB BANK 1010 GRAND BLVD KANSAS CITY MISSOURI 64106-2202	

THE CONTRACT PERIOD IS:

APRIL 01, 2009 THROUGH MARCH 31, 2012

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM THE OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Contract/Bid Document 2508 Z1

Contract to provide Purchasing Card Services to the State of Nebraska, for a period effective April 1, 2009 through March 31, 2012 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

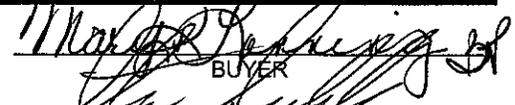
The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

CONTACT: Tim Jackson, Vice President
PHONE: 816-843-2814
FAX: 816-843-2485

AMENDMENT ONE (1) - To include agreement with UNL. (09/13/10 jc)

Line	Description
1	Purchasing card services


BUYER

MATERIEL ADMINISTRATOR

**ADDENDUM TO
PURCHASING CARD AGREEMENT**

This is an addendum dated as of July 20, 2010 (the "Addendum") to that certain Purchasing Card Agreement dated February 27, 2009, as amended (collectively, the "Agreement"), between the State of Nebraska (the "State") and UMB Bank, N.A. ("UMB"). This Addendum is being executed for the purpose of adding the University of Nebraska (the "University") as a party to the Agreement on the terms set forth in this Addendum.

WHEREAS, UMB and the State executed the Agreement for the purpose of designing, developing and implementing business procurement card programs for State and performing related services in connection therewith (said programs and services collectively hereinafter referred to as a "Purchasing Card Program"); and

WHEREAS, the University wishes to utilize the Purchasing Card Program; and

WHEREAS, in order to utilize the Purchasing Card Program, the University must first establish a contractual relationship with UMB by signing this Addendum, which incorporates the RFP and UMB's response thereto into the contractual relationship between UMB and the University, and must negotiate business and technical requirements according to the University's specific needs.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State, the University and UMB agree as follows:

1. Contract. The University acknowledges receipt of all documents constituting the "Contract" as such term is defined in Section 1 of the Agreement. Upon the University's execution and delivery of this Addendum, the University shall be considered to be a party to the Contract on the terms set forth in the Agreement, as modified by this Addendum.
2. Performance of Obligations. UMB agrees to perform the obligations set forth in the Agreement for the benefit of the University in connection with Cards issued under the Card Program pursuant to this Addendum. The University agrees to perform all obligations of the State as set forth in the Agreement with respect to Cards issued by UMB on behalf of the University pursuant to this Addendum.
3. Term. For the purposes of allowing all parties to begin integration of the Program with the University's and UMB's systems and procedures, the Addendum will be effective immediately upon the execution by all parties.
4. Amendment Administration. All notices, demands, requests, approvals, reports, instructions, consents and or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other under this Addendum shall be in writing and shall be made by personal delivery or sent by United States mail, postage prepaid, or be sent by overnight delivery, prepaid, addressed as follows (unless otherwise notified):

University of Nebraska:

Vice President for Business and Finance
University of Nebraska
211 Varner Hall
3835 Holdrege Street
Lincoln, NE 68583

State Treasurer:

State Treasurer of Nebraska
Attn: Treasury Management Division
Room 2005, State Capitol Bldg.
P.O. Box 94788
Lincoln, NE 68509-4788

State Accounting Division:

State Accounting Division
Attn: State Accounting Administrator
P.O. Box 94664
State Capitol, RM 1309
Lincoln, NE 68509

UMB:

Ron Sager, Senior Vice President
UMB Bank, n.a.
928 Grand Blvd Suite 501
Kansas City, Missouri 64106

The University's Vice President for Business and Finance or his/her designee shall act as the Purchasing Card Program Administrator for the University. UMB and all other parties shall be notified in writing any time the identity of the Purchasing Card Program Administrator is changed. The Purchasing Card Program Administrator shall be responsible for all matters relating to services tied to this Addendum. The Purchasing Card Program Administrator shall notify UMB of any material changes to the programs or campus participation under this Program and any limitations or restrictions placed on the authority of each Departments' Campus Coordinator.

5. Description and Delivery of Services to Be Provided. The Purchasing Card Program Administrator under this Addendum may designate authority to Campus Coordinators who can determine how each Card is issued and used for their Campus, consistent with the terms of this Amendment, and UMB may rely on any instructions received from the Purchasing Card Administrator or designated Campus Coordinators. The Purchasing Card Program Administrator or designated Campus Coordinator may establish and request changes to purchase controls and information in an individual's Cardholder account. Such controls and information may include, but are not limited to: expenditure limits (cycle limits) for each purchasing card issued ("Card"), transaction limits, purchase restrictions, the names in which Cards may be issued (each individual in whose name a Card is issued is a "Cardholder"), Cardholder billing address or telephone number and termination or non-renewal of a Cardholder's account. The Cardholder and/or the Purchasing Card Program Administrator will immediately report lost or stolen Cards to UMB.

UMB will make available the types of controls and features for University's Purchasing Card Program which are normally accepted as the banking "industry standard" for Purchasing Cards and which will meet the business needs of University, as stated in the RFP and UMB's Response.

UMB agrees to provide the following to the University at no additional charge:

1. Custom daily and weekly University data files to include level 3 data where available.
 2. Any reasonably required custom programs and custom interfaces to access and utilize University data, including on-going tech support if data mapping issues arise to timely resolve the same with properly trained support providers.
 3. All necessary technical and transmission capabilities for the University to:
 - 3.1. Access and utilize related data files via automated transmission/push and pull files.
 - 3.2 Enter University merchant information and vendor ID.
 - 3.3 Properly process payments to University vendors, with vendors allowed to elect to use electronic payment on the University's website and providing integration with any electronic procurement systems that the University may utilize from time to time.
 4. Dedicated customer service at an upper management level.
 5. Customized training on-site for the University including web based training for University cardholders.
6. Cardholder Accounts and Payments. University acknowledges that all cards issued for this Program are the property of UMB and must be surrendered to UMB or destroyed upon request.

University will make every effort to inform Cardholders of the proper usage of the Cards and will use reasonable efforts to ensure its Cardholders abide by restrictions, limitations, and policies that are applicable to their accounts, and will promptly notify UMB of lost or stolen cards or if an Employee to whom a Card is issued is terminated from University's employment.

University agrees to pay UMB for all transactions entered into by its employees pursuant to the terms of this Amendment and billed on a periodic monthly statement(s) by the next billing date or within 30 days of the billing date of the monthly periodic statement(s), whichever is earlier, irrespective of when or whether the goods or services purchased were received or accepted. Payment of the entire monthly statement balance in full, less any billing error disputes, will be due each month. Payments made later than 60 (sixty) days past the due date may at UMB's option result in temporary suspension of account purchasing capability, cancellation of accounts, and billing of interest and penalties. Unless expressly otherwise agreed to in writing by UMB, the maximum period of time covered by a billing period shall be one month.

University will not have liability for unauthorized use of a Card provided, however, that the University shall be liable for authorized usage if (1) the University or the Cardholder failed to make a good faith attempt to protect the Card from loss or theft and (2) the University failed to provide notification of the authorized use to UMB as soon as the University became aware of the loss or theft, or (3) University failed to promptly notify UMB of the termination of employment of a Cardholder. University, through its Purchasing Card Administrator will designate certain controls which will determine how each card may be used and UMB will make reasonable efforts to ensure compliance with the controls. University shall be liable for all Purchasing Card Program transactions made by its authorized employees; provided, however, UMB may waive University's liability for transactions made by authorized employees outside University's program limitations and policies if (and only to the extent that) such transactions (and the liability relating thereto) constitute

"Waiveable Charges" under the Visa Corporate Liability Waiver Program, a copy of which is included in the Agreement as Exhibit A.

7. Miscellaneous. In the event of any material inconsistency between this Addendum and the Agreement, this Addendum shall control.
8. Compensation and Expenses. Except as otherwise set forth in this paragraph, the revenue sharing and other terms of Article VII and Exhibit B of the Agreement specifically apply to purchases of the University under this Addendum.

The rebate on qualified sales volume payable to the University during "Year 1" as set forth in the first table included within Exhibit B shall be increased by ten (10) basis points for each volume tier, and for purposes of calculating the applicable volume tier (but not the total amount of revenue sharing payable to the University), qualified sales volume for the University's Card Program includes qualified sales volume of all Cards issued under the State Program. The commencement date of "Year 1" in Exhibit B shall be the date that Cards are first issued under the University's Program.

If the University does not qualify for the standard rebate schedule, i.e. the University does not pay within 5 – 7 days of the statement cycle date, the Alternative Rebate Schedule (but including the additional 10 basis points during Year 1) shall apply.

Revenue sharing earned under this Addendum is paid to the University.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Signatures for this Addendum:

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: 
David E. Lechner
Vice President for Business and Finance

STATE TREASURER OF NEBRASKA

By: 
Shane Osborn
Nebraska State Treasurer

UMB Bank, n.a.

By: 
Ronald E. Sager
Senior Vice President

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
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PAGE 1 OF 1	ORDER DATE 03/16/09
BUSINESS UNIT 9000	BUYER MARY LANNING
VENDOR NUMBER: 1848844	
VENDOR ADDRESS: UMB BANK 1010 GRAND BLVD KANSAS CITY MO 64106-2202	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2009 THROUGH MARCH 31, 2012

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2508 Z1

Contract to provide Purchasing Card Services to the State of Nebraska, for a period effective April 1, 2009 through March 31, 2012 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

CONTACT: Tim Jackson, Vice President
PHONE: 816-843-2814
FAX: 816-843-2485

Line	Description
1	Purchasing card services

Mary Lanning
BUYER
Steve Swoboda PG
MATERIEL ADMINISTRATOR

Purchasing Card Estimated dollar volume 2009-2012

*Estimate information for agencies currently utilizing Purchasing Card Services.

Agency	2009	2010	2011	2012
Aeronautics	\$19,057.82	\$20,391.87	\$21,819.30	\$23,346.65
Agriculture	\$210.33	\$225.05	\$240.81	\$257.66
Arts Council	\$10,331.56	\$11,054.77	\$11,828.60	\$12,656.60
Attorney General	\$53,372.16	\$57,108.21	\$61,105.78	\$65,383.19
Banking and Finance	\$24,463.12	\$26,175.54	\$28,007.83	\$29,968.38
Blind Commission	\$26,257.60	\$28,095.63	\$30,062.32	\$32,166.69
Board of Eng. & Arch.	\$5,572.37	\$5,962.43	\$6,379.80	\$6,826.39
Brand Commission	\$345.70	\$369.89	\$395.79	\$423.49
Chadron State College	\$125,570.79	\$134,360.75	\$143,766.00	\$153,829.62
Corn Board	\$44,209.39	\$47,304.05	\$50,615.33	\$54,158.41
Correctional Services	\$454,000.45	\$485,780.49	\$519,785.12	\$556,170.08
Crime Commission	\$10,566.28	\$11,305.92	\$12,097.34	\$12,944.15
DAS Budget	\$3,803.21	\$4,069.43	\$4,354.29	\$4,659.09
DAS Building	\$1,879,197.73	\$2,010,741.57	\$2,151,493.48	\$2,302,098.02
DAS Capitol Commission	\$128,121.62	\$137,090.13	\$146,686.44	\$156,954.49
DAS CIO	\$35,302.60	\$37,773.78	\$40,417.94	\$43,247.20
DAS Director's Office	\$12,708.34	\$13,597.92	\$14,549.77	\$15,568.26
DAS Materiel	\$9,073.28	\$9,708.41	\$10,388.00	\$11,115.16
DAS State Accounting	\$17,434.49	\$18,654.91	\$19,960.75	\$21,358.01
DAS State Personnel	\$16,328.01	\$17,470.97	\$18,693.94	\$20,002.51
DAS TSB	\$89,171.84	\$95,413.87	\$102,092.84	\$109,239.34
Economic Development	\$129,191.22	\$138,234.61	\$147,911.03	\$158,264.80
Education	\$20,560.70	\$21,999.95	\$23,539.95	\$25,187.74
Equal Opportunity	\$1,749.67	\$1,872.15	\$2,003.20	\$2,143.43
Foster Care	\$3,091.39	\$3,307.79	\$3,539.33	\$3,787.09
Game & Parks	\$2,434,786.50	\$2,605,221.55	\$2,787,587.06	\$2,982,718.16
Governor's Office	\$18,025.53	\$19,287.32	\$20,637.43	\$22,082.05
Dept. Health & Human Services	\$351,294.32	\$375,884.92	\$402,196.87	\$430,350.65
Historical Society	\$11,936.47	\$12,772.02	\$13,666.07	\$14,622.69
Labor	\$16,632.48	\$17,796.75	\$19,042.52	\$20,375.50
Library Commission	\$13,513.14	\$14,459.06	\$15,471.19	\$16,554.17
Mexican-American Comm.	\$1,328.54	\$1,421.54	\$1,521.05	\$1,627.52
Military	\$83,588.21	\$89,439.38	\$95,700.14	\$102,399.15
Motor Vehicles	\$7,003.82	\$7,494.09	\$8,018.68	\$8,579.99
NE ETV Commission	\$21,677.62	\$23,195.06	\$24,818.71	\$26,556.02
Oil and Gas Commission	\$11,050.90	\$11,824.46	\$12,652.17	\$13,537.82
Property Assessment & Tax	\$40,045.19	\$42,848.35	\$45,847.74	\$49,057.08
Public Emp. Retire. System	\$628.24	\$672.22	\$719.27	\$769.62
Revenue	\$127,398.81	\$136,316.73	\$145,858.90	\$156,069.02
Roads	\$3,963,844.46	\$4,241,313.57	\$4,538,205.52	\$4,855,879.91
State College System	\$5,656.22	\$6,052.16	\$6,475.81	\$6,929.12
State Electrical Board	\$6,712.12	\$7,181.97	\$7,684.71	\$8,222.64
State Patrol	\$949.41	\$1,015.87	\$1,086.98	\$1,163.07

Supreme Court	\$22,968.03	\$24,575.79	\$26,296.10	\$28,136.83
University of Nebraska	\$44,940,000.00	\$48,085,800.00	\$51,451,806.00	\$55,053,432.42
Wayne State College	\$176,938.35	\$189,324.03	\$202,576.71	\$216,757.08
Wheat Board	\$1,804.97	\$1,931.32	\$2,066.51	\$2,211.17
Women's Commission	\$409.65	\$438.32	\$469.01	\$501.84
Worker's Comp. Court	\$12,280.41	\$13,140.04	\$14,059.84	\$15,044.03
Totals	\$55,390,165.06	\$59,267,476.61	\$63,416,199.97	\$67,855,333.97



PURCHASING CARD AGREEMENT

THIS PURCHASING CARD AGREEMENT, made and entered into this 27th day of February, 2009, by and between STATE OF NEBRASKA ("State"), and UMB BANK, n.a., a national banking association whose principal office is located in Kansas City, Missouri ("UMB").

WHEREAS, State requested information from UMB, a firm qualified and interested in designing, developing and implementing business procurement card programs for State and performing related services in connection therewith (said programs and services collectively hereinafter referred to as a "Purchasing Card Program") that will support the business processes currently utilized by State; and

WHEREAS, in response to the State's RFP Number 2508Z1, UMB provided information (the "Proposal") and requested consideration to provide the desired and requested Purchasing Card Program for the State; and

WHEREAS, following review and evaluation of the information received by the State from UMB, the State desires to engage the services of UMB for the Purchasing Card Program; and

WHEREAS, UMB represents that it is duly qualified, licensed and experienced to provide the State with such services and is willing to provide the same in accordance with and subject to the terms and conditions of this Agreement; and

WHEREAS, the State and UMB hereby agree to accept the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. State's Request for Proposal and UMB's Response Incorporated Herein.

The Contract resulting from this Request for Proposal shall incorporate the following documents:

1. The signed Request for Proposal form;
2. The original Request for Proposal document;
3. Addenda One (June 10, 2008), Two (July 18, 2008), Three (July 22, 2008), and Four (July 30, 2008);
4. The Contractor's Proposal, including UMB Oral Interview Written Questions (November 13, 2008); UMB Oral Interview Handout Guide (November 13, 2008, and UMB Clarifications – RFP 2508Z1 (email, November 17, 2008);
5. Any Contract Amendments, in order of significance; and
6. The Contract Award, including this Purchasing Card Agreement.

Unless otherwise specifically stated in a Contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: : 1) the Contract award (as defined in Section III. TERMS AND CONDITIONS, B. AWARD), 2) Contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request for Proposal form, 6) the Contractor's proposal, and 7) alternative terms and conditions proposed by the selected bidder that

are accepted by the State. Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Contract, but shall be interpreted according to the application of rules of interpretation of Contracts generally.

ARTICLE II. Engagement of UMB for Services

2.1 State hereby engages the services of UMB for the purpose of designing, developing and implementing a Purchasing Card Program for the State that will support the procurement processes being utilized by the personnel of State as of the effective date of this Agreement, and UMB hereby agrees to provide the State with such services in accordance with and subject to the terms and conditions of this Agreement.

2.2 In accordance with Section IV of the RFP, any Nebraska non-state governmental entity, municipality, county or other governmental/political subdivision (other than the State of Nebraska) wishing to utilize the Purchasing Card Program must first establish a contractual relationship with UMB by signing a contract addendum incorporating the RFP and UMB's response thereto into the contract, and must negotiate business and technical requirements according to their specific needs. UMB will furnish a form of contract addendum upon request.

ARTICLE III. Description And Delivery Of Services To Be Provided

3.1 The State's management and administration of the Purchasing Card Program will be as set forth in Article IV, Section A of the RFP.

3.2 Any Nebraska non-state governmental entity, municipality, county, or any other governmental/political subdivision that participates in the Purchasing Card Program must designate a Purchasing Card Program Administrator as defined in Section 13.2 of this Agreement. The Purchasing Card Program Administrator may designate authority to Agency Coordinators who can determine how each Card is issued and used for their agency, consistent with the terms of this Agreement, and UMB may rely on any instructions received from the Purchasing Card Program Administrator or designated Agency Coordinators. The Purchasing Card Program Administrator or designated Agency Coordinator may establish and request changes to purchase controls and information in an individual's Cardholder account. Such controls and information may include, but are not limited to: expenditure limits (cycle limits) for each purchasing Card issued ("Card"), transaction limits, purchase restrictions, the names in which Cards may be issued (each individual in whose name a Card is issued is a "Cardholder"), Cardholder billing address or telephone number and termination or non-renewal of a Cardholder's account. The Cardholder and/or the Purchasing Card Program Administrator will immediately report lost or stolen Cards to UMB.

3.3 UMB will make available the types of controls and features for State's Purchasing Card Program which are normally accepted as the banking "industry standard" for Purchasing Cards and which will meet the business needs of State, as stated in the RFP and UMB's Response.

ARTICLE IV. Cardholder Accounts and Payments.

4.1 State acknowledges that all Cards issued for this Program are the property of UMB and must be surrendered to UMB upon request.

4.2 State will make every effort to inform Cardholders of the proper usage of the Cards and will use reasonable efforts to ensure its Cardholders abide by restrictions, limitations, and policies that are applicable to their accounts, and will promptly notify UMB of lost or stolen Cards or if an Employee to whom a Card is issued is terminated from State's employment.

4.3 State agrees to pay UMB for all transactions entered into by its employees pursuant to the terms of this Agreement and billed on a periodic monthly statement(s) by the next billing date or within 30 days of the billing date of the monthly periodic statement(s), whichever is earlier,

irrespective of when or whether the goods or services purchased were received or accepted. Payment of the entire monthly statement balance in full, less any billing error disputes, will be due each month. Payments made later than 60 (sixty) days past the due date may at UMB's option result in temporary suspension of account purchasing capability, cancellation of accounts, and billing of interest and penalties. Unless expressly otherwise agreed to in writing by UMB, the maximum period of time covered by a billing period shall be one month.

4.4 State will not have liability for unauthorized use of a Card provided, however, that the State shall be liable for unauthorized usage if (1) the State or the Cardholder failed to make a good faith attempt to protect the Card from loss or theft and (2) the State failed to provide notification of the unauthorized use to UMB as soon as State became aware of the loss or theft, or (3) State failed to promptly notify UMB of the termination of employment of a Cardholder (as set forth in Exhibit B). State, through its Purchasing Card Administrator will designate certain controls which will determine how each Card may be used and UMB will make reasonable efforts to ensure compliance with the controls. State shall be liable for all Purchasing Card Program transactions made by its authorized employees; provided, however, UMB may waive State's liability for transactions made by authorized employees outside State's program limitations and policies if (and only to the extent that) such transactions (and the liability relating thereto) constitute "Waivable Charges" under the Visa Corporate Liability Waiver Program, a copy of which is included in this Agreement as Exhibit A.

ARTICLE V. Term.

5.1 Contract resulting from this Request for Proposal will be issued for a period of three (3) years beginning April 1, 2009 through March 31, 2012, with the option to renew for two (2) additional one-year (1) periods as mutually agreed upon by all parties. For purposes of allowing the parties to begin integration of the Program with the State's and the Bank's systems and procedures, the Agreement will be effective immediately upon the execution by both parties.

ARTICLE VI. Nature and Scope of Services

6.1 UMB shall perform all duties and responsibilities necessary to provide the State with a high level of quality of services and under the requirements of this Agreement. UMB shall use its best efforts to comply with all applicable local, state and federal laws and regulations in providing services pursuant to this Agreement.

6.2 The "Basic Services" shall include those services that are consistent with and correspond to the representations UMB made to the State in its Proposal. Additional services may be provided by UMB to State upon the terms set forth in a written request and by mutual agreement. UMB shall use its best efforts to comply with all applicable local, state and federal laws and regulations in providing services pursuant to this Agreement.

ARTICLE VII. Compensation and Expenses.

7.1 No annual fees, transaction fees or other related costs, including, but not limited to, labor, expenses, subsistence or transportation, shall be assessed against or charged to State by UMB for Basic Services rendered by UMB under and during the term of this Agreement.

Rebate terms in the Proposal are guaranteed for the initial three-year term of the contract, unless substantial changes are imposed in applicable bankcard interchange reimbursement rates set by Visa, Inc. et al.

The State and UMB agree to re-negotiate the Contract Rebate terms upon the issuance any such substantial changes in Visa, Inc. bankcard interchange reimbursement rates (of at least a ten (10) basis point difference in interchange reimbursement rates) that makes the continued rebate contract provision thereof unprofitable.

7.2 Revenue sharing on qualified net sales shall be as set forth in Exhibit B attached hereto.

7.3 Should UMB be requested to provide additional services for State relative to and in connection with the purpose and requirements of this Agreement, UMB shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to by State and UMB.

ARTICLE VIII. Assignment.

8.1 UMB may assign, transfer, convey, or delegate duties of this Agreement hereunder with written notice to the State in advance of any such assignment, transfer, conveyance or delegation, but in no event shall such assignment, transfer or conveyance relieve UMB from liability for performance of its obligations under the terms of this Agreement.

8.2 If UMB provides certain of the Purchasing Card Program services through one or more subcontractors, such subcontractors shall at all times remain under the direction and control of UMB and not State, and UMB shall remain fully liable to State for the proper discharge of all the services required hereunder regardless of by whom they are performed.

ARTICLE IX Agreement Status.

9.1 This Agreement is and shall be deemed an independent contract for services and UMB and all persons providing services on behalf of UMB under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances employees of the State.

9.2 UMB accepts full responsibility for payment of unemployment insurance, workers compensation insurance and social security taxes as well as all income tax deductions and other taxes or payroll deductions required by law for its employees engaged in the performance of work under this Agreement.

ARTICLE X. Amendment.

10.1 This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties hereto.

ARTICLE XI. Waiver of Breach.

11.1 The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver. Until complete performance or satisfaction of all provisions of this Agreement, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

ARTICLE XII. Termination.

12.1 Either party may terminate this Agreement if the other party has breached or violated any of the terms and conditions of this Agreement and fails to cure such failure within the stated period of time for cure after being notified of the same by the non-breaching party. On determination by either party that the other party has committed a breach or violation of this Agreement, the non-breaching party shall notify the other party in writing of the failure, giving the other party thirty (30) days to cure such breach. Should the other party fail to cure such breach, the non-breaching party shall then have the right to terminate this Agreement for cause by giving written notice to the other party of such termination and stating the effective date of such termination. The repeated failure of State to promptly pay any amounts billed by and due to UMB shall constitute a breach for which only one notice and right to cure need to be given in order to

enable UMB to subsequently terminate the Agreement for cause without further notice.

12.2 Either party may terminate this agreement for convenience upon giving the other party 60 days written notice of such termination and stating the effective date of such termination.

ARTICLE XIII. Contract Administration.

13.1 All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively referred to as "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States mail, postage prepaid, or be sent by overnight delivery, prepaid, addressed as follows (unless otherwise notified):

STATE OF NEBRASKA:

Nebraska State Treasurer's Office
Attn: Treasury Management Director
P.O. Box 94788
State Capitol, RM 2005
Lincoln, NE 68509

State Accounting Division
Attn: State Accounting Administrator
P.O. Box 94664
State Capitol, RM 1309
Lincoln, NE 68509

UMB:

Ron Sager, Senior Vice President
UMB Bank, n.a.
928 Grand Blvd Suite 501
Kansas City, Missouri 64106

13.2 The State Accounting Administrator or his/her designate shall act as the Purchasing Card Program Administrator for the State. UMB shall be notified in writing any time the identity of the Purchasing Card Program Administrator is changed. The Purchasing Card Program Administrator shall be responsible for all matters relating to this Agreement unless otherwise specified herein. The Purchasing Card Program Administrator shall notify UMB of any additions or deletions of departments which shall participate under this Program and any limitations or restrictions placed on the authority of each departments' designated Agency Coordinator.

ARTICLE XIV. Governing Law.

14.1 This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Nebraska.

ARTICLE XV. Severability.

15.1 All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

ARTICLE XVI. Entire Agreement.

16.1 This Agreement, together with the signed Request for Proposal form, the original

Exhibit A
LIABILITY WAIVER PROGRAM - State of Nebraska

Visa Liability Waiver Program

The Visa® Liability Waiver Program is one of the most valuable core benefits of the UMB Visa Purchasing Card—offering the security and coverage you need to do business with complete confidence.

This program protects you against eligible losses that might be incurred through card misuse by a terminated employee. While cardholder misuse is rare, Visa has recognized that it does occur. That is why Visa continues to offer this program, which waives certain eligible charges when an employee misuses Visa Purchasing Card privileges.

Visa Liability Waiver Program Benefits

- Automatic enrollment
- No deductible and no extra cost
- No maximum cap per City
- Coverage up to \$15,000 per cardholder
- Coverage for cash advances, officers and ghost accounts
- Simplified claim procedures

What is the Visa Liability Waiver Program?

A State ("State") that has established a Visa Purchasing Card account ("Account") with UMB Bank ("Bank") may request that Bank waive the State's liability for certain charges in accordance with the Visa Purchasing Card Liability Waiver Program ("Program"). Visa has arranged insurance coverage to provide payment to Bank for covered losses and will administer the Program.

The Bank may waive the State's liability for waivable charges up to \$15,000 per Visa Purchasing Card Cardholder and be reimbursed by the Program Underwriter ("Program Underwriter") provided both the Bank and the State have satisfied all Program obligations.

1. Bank shall mean the Visa Member which issues Visa Purchasing Card Accounts to the State for use by designated employees.
2. "State" shall mean a corporation, partnership, sole proprietorship, or any other entity, which has signed a Visa Purchasing Card Account agreement with Bank, and subsequently issues Visa Purchasing Card Accounts for use by persons designated by the State.
3. "Cardholder" means a person designated by the State who is authorized by the State to use the Visa Purchasing Card Account for State business purposes only.
4. "Charges" shall mean all amounts, including cash disbursements, charged to the State's Visa Purchasing Card Account with Bank.
5. "Affidavit of Waiver" shall mean a written request or claim form sent from the State requesting the Bank to waive the State's charges in accordance with the terms and conditions of the Program.
6. "Billed" or "Unbilled" with respect to any Charge shall be based upon the date of the Bank's statement.
7. "Notification of Termination" of the Cardholder's employment shall mean the date the Cardholder gives or receives oral or written notice of immediate, or pending termination, or the date the Cardholder leaves the State's service, whichever is earlier.

What are Waivable Charges?

"Waivable Charges" shall mean Charges incurred by a Cardholder or other authorized person which:

1. do not benefit the State directly or indirectly; and
2. (i) are Billed within seventy-five (75) days preceding Notification of Termination, or (ii) are incurred but Unbilled as of Notification of Termination, or (iii) are incurred up to fourteen (14) days after Notification of Termination; provided, however, that Bank has received a request to cancel the Cardholder Account within two (2) business days of

Notification of Termination. There will be no coverage after Notification of Termination, as defined, unless notice to cancel the Cardholder Account is received by the Bank within two (2) business days; and

3. are the responsibility of the State and/or Cardholder for payment to Bank

What are not Waivable Charges?

The following are not Waivable Charges and are not covered by the policy:

- 1.** Charges made by persons who are not employees of the State.
- 2.** Charges incurred to purchase goods or services for the State or for the persons other than the Cardholder pursuant to the instructions of the State, in accordance with State policy, if those goods or services are of the type which are regularly purchased by or for the State.
- 3.** Charges incurred by the Cardholder after Notification of Termination unless the Bank receives a request from the State to cancel the Account within two (2) business days of Notification of Termination. If cancellation of the Account is received by the Bank within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.
- 4.** Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or billed earlier than seventy-five (75) days prior to Notification of Termination.
- 5.** Charges resulting from bankruptcy/insolvency of the State.
- 6.** (i) Charges in excess of \$15,000 for each Cardholder from Companies with five (5) or more valid Cardholder Accounts.
(ii) Charges in excess of \$5,000 for each Cardholder from Companies with two (2) to four (4) valid Cardholder Accounts.
- 7.** Cash advances, after Notification of Termination, shall be limited to \$300 per day, or a maximum of \$1,000 whichever is less.
- 8.** Charges incurred by a Cardholder after discovery by the State of any fraudulent or dishonest act on the part of the Cardholder.

What are my State's obligations?

The State may request that Bank waive the State's liability for Waivable Charges only if the State meets all of the following requirements:

- 1.** The Cardholder's employment is terminated, voluntarily or involuntarily.
- 2.** The State has one (1) or more Accounts in good standing.
- 3.** The State must attempt to retrieve the Visa Purchasing Card from the employee.
- 4.** The State must request that the Bank cancel the Account within two (2) business days of Notification of Termination, as defined. Failure to notify within two (2) business days will exclude coverage for any Charges incurred after Notification of Termination.
- 5.** The State must deliver to the Cardholder or send by first-class mail or fax, a written notice stating that the Account has been cancelled, that the Cardholder should immediately discontinue all use of the Account, and that the Cardholder must immediately return the Visa Purchasing Card to the State.
- 6.** The State must send a completed and signed Visa affidavit of Waiver claim form with all required documentation to Bank within ninety (90) days of Notification of Termination. All claim documents must be filed with the Program Underwriter within one hundred eighty (180) days from Notification of Termination.
- 7.** The State will remit all such amounts to the Bank if the State recovers any amounts for Waived Charges from any source after the State has filed a Visa Affidavit of Waiver claim form with Bank. The State agrees to assign any rights it may have to collect such amounts from the Cardholder to the Program Underwriter. However the State will not be required to pay Bank any amount that exceeds the loss sustained by Bank.
- 8.** Once a claim has been paid for a given person, no future claims will be considered.

When are the Charges waived?

- 1. Upon receipt of the Affidavit of Waiver claim form and verification that the charges are waivable, Bank will waive the State's liability for those charges.**
- 2. Bank will then file a claim with the Program Underwriter.**
- 3. Any monies Bank may receive at any time from the Cardholder or any other source in respect of Waivable Charges will be used by Bank to reduce the Waivable Charges and/or the amount of any claim Bank files with the Program Underwriter.**

Other Insurance

This program does not cover any loss which is insured by or would but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess (not exceeding the limits of this policy) beyond the amount which would have been payable under such other policy or policies including any deductible applicable thereunder had this program not been in effect.

Exhibit B

Fees and Revenue Sharing - State of Nebraska

FEES

- UMB Bank is pleased to offer a customized Visa Purchasing Card Program to State of Nebraska at no charge.
- UMB proposes a program with no annual card fees, or per transaction fees or interest charges when payments are made as agreed.
- A customized Visa Purchasing Card face will be configured with the State logo which will meet the specifications and needs of State of Nebraska at no charge.
- Customized distribution of statements will make it possible for delivery via the Internet or directly to cardholders or a coordinator, at no additional charge.
- There is no charge for lost/stolen card replacement.
- Customized evaluation reports will be produced to the extent possible at no additional charge.
- UMB will provide the choice of any of CommercialView desktop electronic MIS, Visa InfoSpan, Visa Information Management, or Internet statementing services and reporting at no charge.
- Late Fees And Other Charges - UMB will not add interest, late fees, or other punitive charges to State issued program accounts unless repeated and unresolved violations of the 30-day pay in full requirement occur. Rebates may be affected by repetitive late payments.
- This offer is subject to credit review and approval by UMB Bank

REVENUE SHARING OR REBATE PROGRAM

UMB Bank is offering a rebate on qualified sales volume (sales, less refunds), payable on a quarterly basis after the end of each calendar quarter without reserves or minimum volume guarantees. The payment of a rebate may be effected by late payments. This rebate is effective immediately at the beginning of the program implementation.

The following rates are based on net quarterly sales volumes and made under the assumption that payment will be made within 5 - 7 business days after the statement cycle date.

<u>Required Rebate Schedule</u>	<u>Original Contract Period</u>					<u>First</u>	<u>Second</u>
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Renewal</u>	<u>Renewal</u>
<u>Quarterly Volume (purchases less returns)</u>						<u>Year 6</u>	<u>Year 7</u>
<u>\$0.00 to \$3,000,000.00</u>	<u>1.06%</u>	<u>1.06%</u>	<u>1.06%</u>	<u>1.06%</u>	<u>1.06%</u>	<u>1.06%</u>	<u>1.06%</u>
<u>\$3,000,000.01 to \$4,000,000.00</u>	<u>1.13%</u>	<u>1.13%</u>	<u>1.13%</u>	<u>1.13%</u>	<u>1.13%</u>	<u>1.13%</u>	<u>1.13%</u>
<u>\$4,000,000.01 to \$5,000,000.00</u>	<u>1.21%</u>	<u>1.21%</u>	<u>1.21%</u>	<u>1.21%</u>	<u>1.21%</u>	<u>1.21%</u>	<u>1.21%</u>
<u>\$5,000,000.01 to \$6,000,000.00</u>	<u>1.27%</u>	<u>1.27%</u>	<u>1.27%</u>	<u>1.27%</u>	<u>1.27%</u>	<u>1.27%</u>	<u>1.27%</u>
<u>\$6,000,000.01 to \$7,000,000.00</u>	<u>1.35%</u>	<u>1.35%</u>	<u>1.35%</u>	<u>1.35%</u>	<u>1.35%</u>	<u>1.35%</u>	<u>1.35%</u>
<u>\$7,000,000.01 to \$8,000,000.00</u>	<u>1.39%</u>	<u>1.39%</u>	<u>1.39%</u>	<u>1.39%</u>	<u>1.39%</u>	<u>1.39%</u>	<u>1.39%</u>

Required Rebate Schedule	Original Contract Period					First Renewal	Second Renewal
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Quarterly Volume (purchases less returns)							
\$8,000,000.01 to \$9,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$9,000,000.01 to \$10,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$10,000,000.01 to \$11,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$11,000,000.01 to \$12,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$12,000,000.01 to \$13,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$13,000,000.01 to \$14,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$14,000,000.01 to \$15,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$15,000,000.01 to \$16,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$16,000,000.01 to \$17,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$17,000,000.01 to \$18,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$18,000,000.01 to \$19,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$19,000,000.01 to \$20,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$20,000,000.01 to \$21,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$21,000,000.01 to \$22,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$22,000,000.01 to \$23,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$23,000,000.01 to \$24,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$24,000,000.01 to \$25,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$25,000,000.01 to \$26,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$26,000,000.01 to \$27,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$27,000,000.01 to \$28,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$28,000,000.01 to \$29,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$29,000,000.01 to \$30,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$30,000,000.01 to \$31,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$31,000,000.01 to \$32,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
\$32,000,000.01 to \$33,000,000.00	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%

<u>Required Rebate Schedule</u>	<u>Original Contract Period</u>					<u>First Renewal</u>	<u>Second Renewal</u>
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>
<u>Quarterly Volume (purchases less returns)</u>							
<u>\$33,000,000.01 to \$34,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$34,000,000.01 to \$35,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$35,000,000.01 to \$36,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$36,000,000.01 to \$37,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$37,000,000.01 to \$38,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$38,000,000.01 to \$39,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$39,000,000.01 to \$40,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$40,000,000.01 to \$42,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$42,000,000.01 to \$44,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$44,000,000.01 to \$46,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$46,000,000.01 to \$48,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>\$48,000,000.01 to \$50,000,000.00</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<u>Over \$50,000,000.01</u>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%

Rebates in the proposal are guaranteed for term of the contract, unless substantial changes are imposed in applicable bankcard interchange reimbursement rates set by Visa, Inc. et al. The State and UMB agree to re-negotiate the Contract Rebate terms upon the issuance any such substantial changes in Visa, Inc. bankcard interchange reimbursement rates (of at least a ten (10) basis point difference in interchange reimbursement rates) that makes the continued rebate contract provision thereof unprofitable.

The volume of high dollar transactions (>\$4,500) qualifying for Visa reduced vendor interchange is unknown. Rebates on transactions qualifying as large dollar interchange transactions for the State of Nebraska program may be reduced when total volume of qualifying large dollar transactions exceeds 10% of the total volume used for calculating period rebates.

Alternative Rebate Program

For political sub-divisions not electing to pay within 5 – 7 business days and utilizing the program on a smaller scale, UMB will provide the following prompt pay rebate scale:

Required Rebate Schedule	Original Contract Period					First Renewal	Second Renewal
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
\$0.00 to \$25,000.00	.40 %	.40 %	.40 %	.40 %	.40 %	.40 %	.40 %
\$25,000.01 to \$87,500	.51 %	.51 %	.51 %	.51 %	.51 %	.51 %	.51 %
\$87,500.01 to \$250,000.00	.57 %	.57 %	.57 %	.57 %	.57 %	.57 %	.57 %
\$250,000.01 to \$375,000.00	.59 %	.59 %	.59 %	.59 %	.59 %	.59 %	.59 %
\$375,000.01 to \$750,000.00	.65 %	.65 %	.65 %	.65 %	.65 %	.65 %	.65 %
\$750,000.01 to \$1,500,000.00	.70 %	.70 %	.70 %	.70 %	.70 %	.70 %	.70 %
\$1,500,000.01 to \$2,375,000.00	.75 %	.75 %	.75 %	.75 %	.75 %	.75 %	.75 %
\$2,375,000.01 to \$ 2,500,000.00	.85 %	.85 %	.85 %	.85 %	.85 %	.85 %	.85 %
Greater than \$2,500,000.01	1.00 %	1.00 %	1.00 %	1.00 %	1.00 %	1.00 %	1.00 %