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Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB)

Request for Proposal Contractual Services, Solicitation No. 6556 Z1

Presented to:

State of Nebraska

August 10, 2021

Submitted by:

Jan Sheridan
Vice President
Treasury Management Services

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TECHNICAL FILE 1 of 2

August 10, 2021

Annett Walton and Connie Heinrichs
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Annette Walton & Connie Heinrichs

Union Bank and Trust, together with our partner First Data Merchant Services LLC, a wholly owned subsidiary of Fiserv Inc. (herein referred to as Fiserv) seeks to establish a long-term partnership with the State of Nebraska (the State) and its agencies for the Merchant Card Services (6556 Z1) Request for Proposal.

With Fiserv solutions, the State gains a secure, reliable and robust payment acceptance program that meets all your requirements and leverages many of the same systems and services already in use today. Through our partnership, the State gains a team that will:

- **Minimize the cost and impact of implementation.** A streamlined API accelerates the State's time to market with pre-certified third-party support for many of the solutions currently leveraged by the State today.

- **Simplify payments with all-inclusive pricing.** The proposed managed service fee model simplifies the State's cost of payment acceptance.

- **Deliver first-class support from a dedicated team of experts.** A team of government and payment experts stand ready to support the State's goals and deliver a successful payment program.

- **Secure every transaction.** Fiserv provides PCI validated P2PE solutions to reduce your scope of compliance and protect your customers information from a breach.

The combined Union Bank/ Fiserv team provides an exceptional customer experience and service for the State, its agencies and its customers by delivering superior value through leading technology, targeted innovation and excellence in everything we do. The proposed solution will position the State to take advantage of new technologies as they emerge while increasing efficiencies and reducing overall costs. We look forward to your feedback and the opportunity to collaborate further on key areas of our response.

Sincerely,

Angie Muhleisen

Angie Muhleisen
CEO/President

Union Bank and Trust

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TREASURY MANAGEMENT

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Your money has get it done people

Great service comes from familiarity. Before we recommend any products or services, a Treasury Management expert - like Jim, Jan, Michaela, and Tam - will ask questions and take the time to listen to your needs and goals. Then we'll offer the right mix of services to get you there, backed by service you'll only get from a family-owned bank.

At UBT, people don't have your money-your money has people.

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A Feeling Of Belonging

It's the feeling you get when you enter one of our banks. A natural, comfortable sense of belonging. Yes, it's a bank, offering everything any other bank does. But it's a family-owned bank that provides these services with a warm, helpful type of personality. It's a personal approach that is a direct reflection of our senior management.

"In today's ever-changing world, one thing is constant. We must continually evaluate how well we meet our customers' needs now in order to better meet them in the future."
Jay Dunlap,
Chairman Emeritus

For over fifty years, Union Bank & Trust has been operated by a long-time banking family-the Dunlaps. Through this family's progressive, customer-focused management style, the institution has grown into a thriving, financially diverse organization serving the Midwest.

The family's vision for growth led Union Bank & Trust to make a commitment to serving Nebraskans across the state from Omaha to Valentine as well as the Kansas City metro area with locations in Leawood, Bonner Springs and Kansas City, Kansas.

The Path to Success

As one of the fastest-growing banks in this region, Union Bank & Trust's success stems from a hometown approach and excellence in banking practices, combined with three basic beliefs:

Excellent Customer Service

We firmly believe that customers use financial services to achieve their dreams. Our commitment is to provide service that is superior to that of any other bank, making us the best dream-maker in the communities we serve.

Employee Satisfaction

Achieving dreams is impossible without exceptional dream weavers. We encourage an entrepreneurial and creative atmosphere where employees have the opportunity to excel.

Diversification

Because different people have different dreams, we offer a broad base of financial products to help our customers realize those dreams.

What Sets Us Apart

Most banks offer similar services. It's how those services are delivered and how the bank treats you as an individual that sets it apart. Here are a few examples of what makes Union Bank different:

"We believe that taking the time to know our customers allows us to provide personalized service and build lasting relationships."

Angie Muhleisen,
President & CEO

Stability
Nearly fifty years of family ownership has provided Union Bank with a consistent direction and long-term relationships with our customers and employees. Over half of our senior managers have been with the bank for twenty years or more, and nearly one hundred-fifty of our employees have worked here ten years or longer.

Relationships
Knowing our customers is of utmost importance to us. This relationship-driven approach enhances our ability to understand needs and provide the best service and solutions for individuals, families and businesses.

Flexibility
Nebraska ownership gives us the flexibility that national banking chains simply don't have. We enjoy creating solutions for customers that do not fit a "cookie cutter" approach. Large banking chains simply cannot be as flexible due to their size and bureaucratic structure.

Nebraska Ownership
Being family-owned and operated means we're more accessible. We do not have multiple layers of decision-makers spanning the midwest or the entire country. This close proximity to customers enables us to meet the needs of the community and avoid the 1-800 number or unanswered voice mail problem so prevalent with larger financial institutions.

Timeliness
Our size and streamlined organizational structure enable us to react quickly to the needs of our customers. Such reaction includes providing timely answers.

Community Involvement
We all live and work here. We understand the role a financial institution should play in its community. Union Bank's financial commitment to the community is substantial, and our employees give generously of their time and talent.

Growth & Presence

Building on twenty years of incredible growth, Union Bank & Trust Company's presence spans the state of Nebraska, areas of Kansas, and through our affiliate companies, the entire nation.

Growing with Lincoln n

Lincoln is experiencing impressive growth, and Union Bank is keeping pace. The bank serves individuals, families, and businesses with more bank offices than any other financial institution-with offices added as the city expands its boundaries.

As the premier financial institution in Lincoln, more businesses and organizations have a relationship with Union Bank than any other financial provider. Union Bank serves over forty percent of Lincoln households and is a leading home lender, vehicle lender, and trust services provider.

Spanning Nebraska

Full-service bank and agricultural loan production offices serve communities across the state. Union Bank is committed to our agricultural economy as one of the largest agriculture lending banks in the state. Our statewide service is also focused on the needs of individuals and families with a complete range of financial services.

Commitment To Omaha

The city of Omaha is growing as new developments, businesses and residential areas expand the city's boundaries in all directions. For years, Union Bank has provided business services including commercial real estate lending, business banking, treasury management and equipment leasing. In the past ten years, a full array of personal banking, trust and investment services were added to complete the breadth of Union Bank's offerings. Staffed by experienced professionals who actively give back to the community, Union Bank is poised to maintain a strong presence in Omaha for years to come.

Expanding In Kansas

The rapidly growing and developing Kansas City metro area prompted Union Bank to expand its presence by establishing locations in Johnson County and Wyandotte County. The Johnson County bank office focuses on serving the needs of mid-sized businesses, particularly in health care, manufacturing, distribution and select service sectors. The Wyandotte County bank offices offer a full range of consumer and business services.

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Business Services

Business loans

Family ownership and management mean customers have access to the people making lending decisions. It also means we have the flexibility to meet unique individual needs, the responsiveness to fulfill customer requests, and the timeliness to provide quick answers to customer questions. Union Bank provides all types of commercial credit including financing for inventory and receivables, machinery and equipment. We also offer working capital, leasehold improvements, and lines of credit. We have the size and expertise to serve multimillion-dollar corporations, as well as small businesses and entrepreneurs.

"We believe we are helping others fulfill their dreams by the use of credit and we're open to new ideas suggested to us by prospective borrowers."

LG Searcey,
Senior Vice President

Commercial Real Estate

The Lincoln Commercial Real Estate department offers construction, real estate purchase, and development loans in Nebraska. The Omaha Commercial Real Estate Group serves the specialized needs of investors, developers, and owners throughout the United States. Both departments offer a wide range of innovative products and services including construction, interim "bridge" financing, mini-perm, and moderate term commercial real estate loans.

Agricultural Loans

The bank offers a variety of agricultural loans and services including real estate, operating, machinery, equipment, and livestock loans. Experienced loan officers serve Nebraska and the surrounding states.

Equipment Finance

When done properly, equipment leasing can conserve cash while helping a business to meet tax and accounting goals. Union Equipment Finance LLC, an affiliate of Union Bank & Trust Company, will find the best solution to your equipment finance needs.

Treasury Management

In today's economy, businesses must maintain tight control and push management of funds to the limit. Payments of all types are accelerating and evolving through electronic channels. Our Treasury Management Services will help guide and assist you in accelerating collections, give you greater control over disbursements, maximize your investments, protect against fraud, and more effectively manage your accounts with secure, easy-to-use online systems including Business Banking Online and Web Cash Manager.

Private Banking

Busy professionals and executives need service on their own schedules. Our Private Banking group provides a full complement of investment, fiduciary, lending, and banking services-all through one point of contact for efficiency and convenience.

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Business Services

Consumer Banking

Regardless of where you may live or the opportunities and challenges that your life presents, Union Bank offers many ways to reach your financial goals and achieve your dreams. All of the financial services you need, including checking, savings, investments, personal loans, home loans, and credit cards, are offered in one location.

"When combined with excellent service, the right products and services help you meet your goals, realize your dreams, and make life easier."

Ryan Mcconahay
Vice President

Union Bank also provides many ways to easily access and manage your money. Full-service banking and loan production offices are located in more than twenty Nebraska and Kansas communities, along with a convenient ATM network.

Moving your banking relationship to Union Bank is easy. With our convenient Move Kit, simply provide us the information to get started, and one of our professional Personal Bankers will take care of the rest.

Advancing With Technology

As technology changes, banking changes. With immediate and secure 24-hour access to your money and account information, Online Banking (ubt.com), Mobile Banking, e-Statements and e-Alerts allow you to bank on your schedule. Online services BillPay and e-Bill will help make sure you never miss a payment. It's all at your fingertips. And when you need answers from a real person, you can be sure that we will be here when you need us.

Home Loans

Providing personalized, knowledgeable assistance and flexible loan programs-including pre-approval-Union Bank's Home Loan Department is one of the largest home lenders in Nebraska. Our professionals will match your needs with the best loan program, choosing from conventional, FHA, VA, NIFA, bridge, and jumbo loan options. Construction, lot, and investment financing are also available.

Dealer Loans

The Dealer Loan Department provides finance programs to consumers through various automobile dealers, as well as dealer floor plan (inventory) financing. Union Bank is one of the top bank vehicle lenders in Nebraska.

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Trusts & Investments

Personal Trust & Wealth Management

Individualized attention and strong advocacy for our clients are the hallmarks of the Personal Trust division. Our top priority is ensuring the protection of assets using a full range of trust and investment management services including personal trusts, estate planning assistance, custody accounts, corporate trusts, and investment management. Our trust professionals work with your advisors to formulate an appropriate estate/investment plan to meet your individual needs, increase your family's wealth and enhance your quality of life. We understand a trust involves more than managing money-it means listening, offering compassionate understanding, and sensitivity to family relationships.

"In today's economy, it is vital that individuals and businesses have convenient access to a diverse set of financial tools-this is a strength of Union Bank."

Jon Gross,
First Vice President

Employer-Sponsored Retirement Plans

Professional retirement plan services for qualified 401(k), profit sharing, money purchase pension, employee stock ownership plan (ESOP), and defined benefit pension plans are offered by the Retirement Plan Services group. Plan investment options encompass many mutual fund families, providing a wide range of investment choices. Participant education is critical to a plan's utilization, and our experienced professionals provide the information and expertise to make your plan a success.

Short Term Federal Investment Trust Account

A Short Term Federal Investment Trust Account (STFIT) is an opportunity to invest excess daily funds. This trust and custodial arrangement provides customers seeking to invest large amounts of money in a safe, liquid account with competitive yields.

Investment & Portfolio Management Services

The Union Investment Management Group (UIMG) provides complete portfolio management services to individuals, businesses, trusts, foundations and other organizations. Utilizing a broad range of investment vehicles, including separately managed accounts (SMAs), the professionals within UIMG construct investment portfolios uniquely suited to your financial goals and objectives. Each UIMG investment professional holds the Chartered Financial Analyst (CFA) designation, which represents a dedication to excellence and the highest level of ethical and professional standards.

529 College Savings Plans

529 plans are an excellent way to save in a tax-advantaged account for a child or grandchild's future college education expenses. Over the last ten years, Union Bank managed 529 Plans have garnered national recognition by many financial publications (*The Wall Street Journal, Morningstar, SavingForCollege*, and others) as some of the best values in the nation for college savers. Union Bank utilizes name brand mutual fund families including Vanguard, Fidelity, T. Rowe Price, PIMCO and others. The plans offer attractive, low-cost investments, and is backed by our associates mission of providing the best customer service possible.

Diversification

Union Bank & Trust Company believes it will best *serve* customers with a financially diverse company. In addition to the wide-ranging products and services available through the bank, a number of affiliated companies help fulfill this mission.

Nelnet

Nelnet {National Education Loan Network) is one of the leading education and finance companies in the United States. The company provides quality student loan products and services to students, as well as a full range of student-lending services and technology-based products to schools nationwide. This includes student loan origination and lending, holding, student loan and guarantee servicing and software solutions. Nelnet ranks among the nation's leaders in total student loan assets managed.

Union Title Company

Experienced leadership, skilled employees, and strong local ownership means Union Title will help complete real estate transactions efficiently. Union Title provides commercial and residential title insurance, title searches, escrows, closings, For Sale By Owner assistance, flood zone certificates, and 1031 exchanges.

Union Equipment Finance LLC

With multiple equipment leasing services, Union Equipment Finance LLC, helps businesses conserve cash while meeting tax and accounting goals

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Community Belonging

The feeling of belonging extends well beyond the walls of our banks. It spreads out into the community that has given us so much. We are proud of the many employees who generously donate so much of their time in support of charitable, civic, and professional organizations.

"As a company, it is important to extend a helping hand to the organizations and activities that make our communities a better place to live and work."

Brad Crain,
Chief Financial Officer

Our board of directors has established an annual share of earnings for contributions back into the community in the areas of education, the arts, and community betterment. In the past five years, the bank and its holding company have contributed over five million dollars back into the community to these, and many other groups and organizations:

Alzheimer's Association
American Cancer Society
American Heart Association
American Red Cross
Big Brothers/Big Sisters
Boy Scouts
Boys and Girls Club
Bright Lights
Bryan/LGH Medical Center
Bryan School of Nursing
Butler County Health Care Center
Capital Humane Society
Cedars Youth Services
Child Advocacy Center
Christian Heritage Home
City Impact
Clinic With a Heart
Community Blood Banks
Community Food Banks
Cystic Fibrosis Foundation
Doane College
Fellowship of Christian Athletes
Folsom Children's Zoo
Friendship Home
Girl Scouts
Grand Island Fonner Events Center
Habitat for Humanity
Junior Achievement
Juvenile Diabetes Research Foundation

Lied Center for Performing Arts
Lighthouse
Lincoln Arts Council
Lincoln Children's Museum
Lincoln Community Playhouse
Lincoln Municipal Band
Lincoln Public Schools
Lincoln Symphony Orchestra
Madonna Rehabilitation Hospital
Make-A-Wish Foundation
March of Dimes
Matt Talbot Kitchen
National Arbor Day Foundation
Nebraska Educational Television
Nebraska Wesleyan University
People's City Mission
Sheldon Museum of Art
Southeast Community College
Special Olympics
St. Monica's
Tabitha Foundation
TeamMates
Union College
United Way
University of Nebraska Foundation
Voices of Hope
YMCA
York High School Field House

Executive Summary-Fiserv

 Our Fiserv partnership with Union Bank and Trust supports the unique needs of an incredibly diverse client base to help clients succeed and provide a better experience for their customers. Every day, Fiserv processes 3,000 transactions per second totaling more than 100 billion per year, which has helped us streamline payment acceptance, lower costs and improve security for organizations of all types. No other payments vendor has the reach and scale that Fiserv provides. As a world leader in payments and financial technology, Fiserv leverages this experience to uncover how people spend, save and access their money.

Fiserv develops and implements the strategies that continually improve how revenue is collected and how programs are delivered. With the industry-leading experience from Fiserv, the team will help the State save money, increase revenue and grow trust with its customers while improving their overall payment experience. Fiserv maintains a team of payment experts specifically in the government sector that currently serves as a trusted partner to more than 250 government accounts

Having gone through one of the toughest years of our lifetime, now more than ever you require an agile and flexible banking partner that has the bandwidth and services to accommodate the needs of the State and your citizens today and meet the unknown needs of the future. New York Community Bank (NYCB) and our prepaid debit card program subcontractor, Money Network Financial, LLC, a wholly owned indirect subsidiary of Fiserv, Inc. Fiserv has been providing operational solutions to NYCB for over a decade and has built a solid relationship of partnership and trust over the years. NYCB will support the DOL's mission and help improve efficiencies and effectiveness by deploying one of the most secure and reliable prepaid card programs in the industry.

With assets of $57.7 billion as of March 31, 2021, New York Community Bancorp, Inc. is the holding company for New York Community Bank, a New York State-chartered savings bank serving customers throughout Metro New York, New Jersey, Florida, Ohio, and Arizona. New York Community Bank is the largest thrift in the nation and one of the leading thrift depositories in most of the markets we serve. Our roots go back to 1859, when we were chartered by the State of New York in Queens, a borough of New York City. Since then, we have grown from a single branch in Flushing to over 230 branch offices in five states. In New Jersey, our 254 employees service customers through our Garden State Community Bank (GSCB) division through our 41 branches.

Throughout the communities we serve, Union Bank & Trust is known for our strength, stability, service, and values. We're a family-owned, Nebraska-based $15.7 billion bank holding company that traces our history back to 1938 in Palmer, Nebraska.

As we've grown to serve communities across eight states, it's been very important to us to maintain the close relationships we have with our customers and local communities. Union Bank & Trust operates under a community banking model. Each of our Market Presidents has the autonomy to make local decisions with the backing and resources of the entire banking organization.

The payment needs of the State of Nebraska (the State) and its agencies require enhanced functionality and specialized system support that is easily accessible and helps reduce overall costs. Fiserv provides one of the most robust payment acceptance solutions on the market, trusted by more than 6 million merchants, government organizations and financial institutions, spanning 100+ countries.

From the smallest municipalities to states and the federal government, the consultants and development staff at Fiserv consistently improve the way governments accept payments. Fiserv develops and implements the strategies that continually improve how revenue is collected and how programs are delivered. With the industry-leading experience from Fiserv, the team will help the State of Nebraska save money, increase revenue and grow trust with its customers while improving their overall payment experience. Fiserv maintains a team of payment experts specifically in the government sector that currently serves as a trusted partner to more than 250 government accounts.

Minimize the Cost and Impact of Implementation

Fiserv solutions will minimize the impact to the State's customers and staff. More than 300 vendor systems are currently certified to Fiserv platforms, which enables the State to leverage multiple third-party solutions pre-certified to the Fiserv platform. This includes many of the existing payment solutions and infrastructures already in place within the State and its agencies today.

Our proposed solution vastly accelerates the implementation process by leveraging the State's current solutions to minimizing disruption and likely avoiding any additional training. The State will save the time, cost and reduce risk associated with a complicated and lengthy implementation process.

The assigned implementation team will support the State and its agencies throughout the entire implementation process. The Fiserv team has experience transitioning government agencies of all types with diverse needs. The modern API simplifies the integration process, and the team will ensure solutions are implemented for a successful program.

Simplify Payments with All-Inclusive Pricing

Through the managed convenience fee model the State can eliminate the impact of Interchange fees with all-inclusive pricing. As a direct processor, Fiserv helps the State avoid additional costs from multiple vendors with competitive pricing for all included services. As more agencies and departments commit to a Fiserv relationship, expenses are further reduced and simplified through the all-inclusive managed service fees.

The Fiserv team of experts stand ready to ensure proper qualifications for this payment model to avoid legal issues or complications. Fiserv will work closely with the card brands to manage the registration process for the State and simplify its qualification to avoid any errors or delays in implementation.

Since the managed convenience fee model from Fiserv offers all-inclusive pricing, the State avoids overseeing the funds from convenience fees. This solution is managed by Fiserv directly and offers one rate that covers Interchange, per transaction and other expenses included in merchant processing. Devices are also available to provide the convenience of one dip of the EMV chip and/or one swipe of the magnetic stripe on the card. This all occurs in house without the need to involve third-party vendors.

Receive First-Class Support from a Team of Experts

Not only will the State be equipped with the latest payment technology solutions, but the team fosters and maintains a strong, holistic relationship throughout the lifecycle of the relationship. The State gains the

support of a team of financial experts and account management professionals with a vested interest in the success of the program.

With extensive experience in government programs, the team commits to the success of this program through consistent communication at every phase of the relationship. The government payment and program experts will provide the consultative guidance the State needs to extract optimal value from the proposed solution and innovate for the future.

Why Fiserv was Chosen
- ✓ Experience supporting hundreds of Government Agencies
- ✓ Tenured team supporting Government for over 30 years
- ✓ Scalable, secure and reliable platform

Even as the program's requirements grow and evolve, the breadth of Fiserv solutions enables the team to fully meet the proposed requirements today and expand to meet the greater necessities of the State in the future. Fiserv earns the trust of clients every day and provides service that exceeds expectations.

Additionally, Fiserv employs more than 4,000 associates in the State, which makes Fiserv the fifth largest employer in Nebraska. This presence ensures that Fiserv has a vested interest in this project to create an optimal and successful payment environment for the State of Nebraska, your agencies and your customers.

Secure Every Transaction

Fiserv provides a full suite of security solutions to protect personal data, reduce PCI compliance questions and provide one consistent token for each transaction. Fiserv sets the industry standard with tokenization and encryption solutions, consistent innovation and solutions that reduce risk and defend against criminals.

Through the proposed tokenization and encryption solutions, the State protects each customer transaction by completely removing payment card data from its payment environment and replaces it with randomly generated tokens. However, the issued tokens can still be used for other business and sales functions such as returns, sales reports, and analysis.

The tokenization and encryption solution from Fiserv combines both end-to-end and point-to-point encryption and tokenization for total payment security, and it is a validated P2PE solution by the PCI Security Standards Council. Only few solutions on the market today have been audited and validated to conform to the rigorous scrutiny of the PCI standards. This means that in addition to protecting State agencies and their customers, the State also significantly simplifies the path to PCI compliance.

Fiserv security experience:
- ✓ 14 billion transactions secured annually
- ✓ Used by 1.9 million merchants
- ✓ 62+ billion secured transactions over the past 10 years

Why Union Bank and Trust Partnered with Fiserv

Fiserv timeline (top):

1984 — First Data Processing and Sunshine State Systems merge to create Fiserv, a national data processing organization focused on the financial services industry

1986 — Fiserv becomes a public company and is listed as FISV on the NASDAQ Stock Market

2008 — Fiserv launches the first-of-its-kind mobile banking solution, offering triple-play banking access via text messaging, mobile browser and app

2009 — Fiserv launches a new market approach and brand identity, committing to the digital transformation of financial services

2012 — Fiserv enhances its Popmoney® person-to-person payments service with an instant money movement capability, aligning with consumers' need for immediacy and ease

2015 — Fiserv introduces the NOW® Network, creating differentiated value for financial institutions, billers and consumers

2018 — The company further enhances its value proposition, acquiring ATM Managed Services and MoneyPass® network of Elan Financial Services

First Data timeline (bottom):

1971 — First Data is founded in Omaha, Nebraska; providing processing services to the Mid-America Bankcard Association (MABA). First Data spins off from Amex and goes Public in 1992

2010-2015 — First Data acquires OmniPay and mobile gift card platform Gyft™

2015 — First Data becomes a public traded company on NYSE 16th October 2015

2016 — First Data officially launches Clover Mini and Clover Mobile in the UK

2017 — Vision*PLUS*® 10 launches in the license software

2018 — First Data launches Clover™ Mini and Clover™ Flex in Germany and Austria

2019 — First Data and Samsung announce plan to turn Smartphones into a Mobile Terminals

2019 — Fiserv completes a transformative combination with First Data to create one of the world's leading payments and Fintech providers with the ability to deliver unique value to financial institutions, corporate clients, small businesses and consumers

Fiserv Today — #FISVProud associates worldwide are delivering superior value for clients in more than 100 countries through leading technology, targeted innovation and excellence in everything we do

As customers' preferences change and agencies' goals evolve, the experts at Fiserv have the knowledge to help the State's program succeed. Fiserv continues to invest in and rollout services to support new trends in the marketplace. As a leader in payments, Fiserv provides a full range of solutions that meet the needs of each agency.

Fiserv continues to invest in their solutions to improve the way organizations serve their customers and simplify the payment acceptance. Their experience managing large and complex programs across the public and private sector provides a consistent, reliable and secure experience across all core and optional services as described in this RFP. As you continue to extend these services to other Nebraska agencies, we will collaborate and strategize on optimal strategies to ensure successful programs.
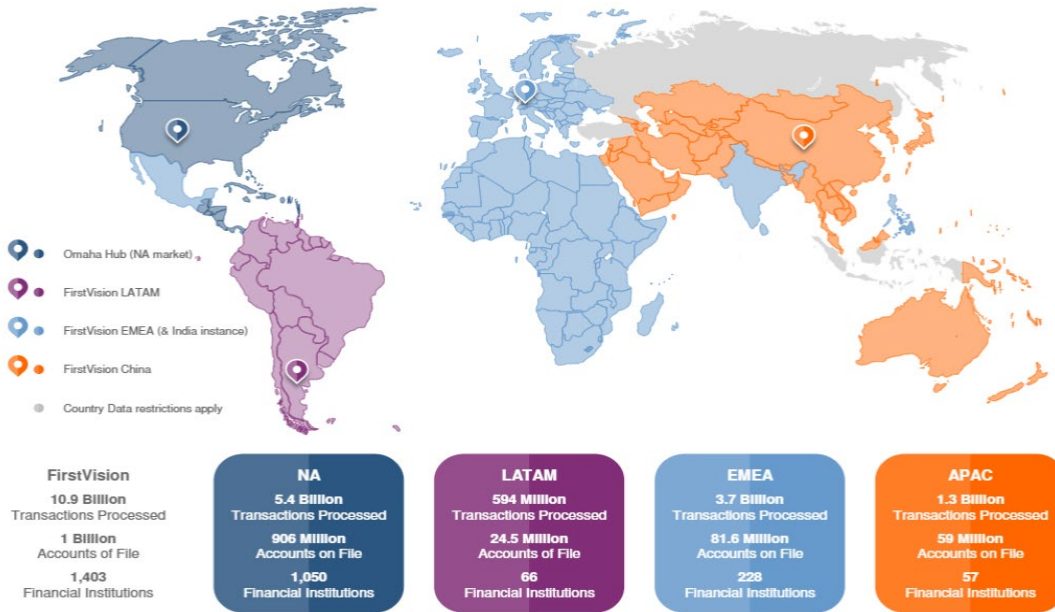
Key benefits to the State of Nebraska are:

On July 29, 2019, Fiserv and First Data closed on the transformative combination of the two companies, creating the preeminent global provider of payments and financial technology, and to redefine the way money and information moves for our clients in a rapidly changing world. For 49 years, First Data (now Fiserv), has been the largest merchant acquirer, issuer processor, and independent network services provider in the world, enabling businesses to accept electronic payments, helping financial institutions issue credit, debit and prepaid cards; and routing secure transactions between them.

The below summary includes Fiserv company history, number of years established and the former names:

- Fiserv employs approximately 45,000 associates;
- **4,000 are located in the State of Nebraska;**
- Total number of employees – 45,291 (Worldwide that work for Fiserv);
- Number of full time employees – 44,562;
- Number of part time employees – 729;
- Fiserv contingent workers – 13,502 (contractors/consultants from vendors).

Fiserv's moves money and information in a way that moves the world. We are the leading provider of financial services technology solutions for financial institutions, businesses and government.

Omaha Hub (NA market)
FirstVision LATAM
FirstVision EMEA (& India instance)
FirstVision China
Country Data restrictions apply

FirstVision	NA	LATAM	EMEA	APAC
10.9 Billion Transactions Processed	5.4 Billion Transactions Processed	594 Million Transactions Processed	3.7 Billion Transactions Processed	1.3 Billion Transactions Processed
1 Billion Accounts of File	906 Million Accounts on File	24.5 Million Accounts of File	81.6 Million Accounts on File	59 Million Accounts on File
1,403 Financial Institutions	1,050 Financial Institutions	66 Financial Institutions	228 Financial Institutions	57 Financial Institutions

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_JS_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR DOCUSIGN

FIRM:	**Union Bank and Trust / Fiserv**
COMPLETE ADDRESS:	**PO Box 82535, 4243 Pioneer Woods Drive, Lincoln NE 68501**
TELEPHONE NUMBER:	**402-323-1519**
DATE:	**August 9, 2021**
SIGNATURE:	_Jan Sheridan_
TYPED NAME & TITLE OF SIGNER:	**Jan Sheridan, Vice President Treasury Management Services**

CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION
The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Response:
Union Bank and Trust Company
4243 Pioneer Woods Drive
Lincoln NE 68506

State Incorporated: Nebraska Corporation.

Incorporated: Year 1917 as the Farmer's State Bank.

Date of Name Change: Changed to Union Bank in year 1935.

Company name Change: Union Bank & Trust Company year 1959.

Date Organized to do Business: Year 1917.

Union Bank & Trust (www.ubt.com) is a privately owned, Nebraska bank that offers complete banking, lending, investment and trust services. UBT celebrated its 100th anniversary in 2017, with a focus on serving customers for the next 100 years. UBT has been recognized for innovative and progressive ideas, and has grown significantly during the past 15 years, both in size and diversity. UBT mission focuses on leadership, longevity and stability.

b. FINANCIAL STATEMENTS
The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Response:

Please see to the Financial Statement section below, which includes the Union Bank and Trust consolidated statement for the State of Nebraska review and consideration.

c.   CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

Response:

Union Bank & Trust does not anticipate any change in ownership or control of our company during the twelve months following the proposal due date. This has also been confirmed by our

d.   OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Response:

4243 Pioneer Woods Drive
Lincoln NE 68506

e.   RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Response:

Contractor (Union Bank & Trust) Response:

Union Bank provides depository services to the Nebraska State Treasurer, Lincoln Regional Center Employee Association, Pawnee County Court and Loup County Court.

In addition, Union Bank and Trust serves as Program Manager for the Nebraska Educational Savings Trust. The contract parties are the Nebraska State Treasurer, Nebraska Investment Council and Union Bank and Trust. The contract effective date is January 6, 2020.

Subcontractor (Fiserv) Response:

PROJECT INFORMATION		
Project Name	**NE HHS IV&V Services - DMA**	
Project Code	NENEHHS 00010002	
Project Type	FPC	
Project Dates	12/01/16	11/30/21
Project Status	Active	

Nebraska Department of Health and Human Services (DHHS) is currently replacing its data warehouse and decision support system with an updated data warehouse and business intelligence technology platform. The State's new Data Management and Analytics (DMA) services and system, which will also

incorporate Program Integrity Case Management and Encounter Processing, has been in development since 2016. Fiserv has been providing Independent Verification and Validation (IV&V) for this project since the beginning. Our team of industry experts provide a completely independent assessment of the work products and project's progress. Our mission is to verify and validate that a system will comply with its stated requirements and organizational standards and meet its users' needs.

PROJECT INFORMATION		
Project Name	**NE HHS Security Audit**	
Project Code	NENEHHS 00010009	
Project Type	FPC	
Project Dates	12/01/16	11/30/21
Project Status	Active	

Fiserv provides on demand security audits for the state since 2016. For example, the Fiserv security team recently completed a security assessment report on the Nebraska Family On-line Client User System (N-FOCUS). Our experts scanned this eligibility and enrollment system for vulnerabilities, analyzed system access data, and documented our findings in an official report for the Center for Medicaid Services.

PROJECT INFORMATION		
Project Name	**OSR/2 FED Data Services Hub**	
Project Code	NENEHHS 00010010	
Project Type		T&M
Project Dates	06/23/21	09/30/21
Project Status		Active

Fiserv is currently providing Independent Verification and Validation for the State of Nebraska's integration to the Federal Data Services Hub. Our team is responsible for observing all file exchange tests comply with the State's original scope of work and when these tests are complete we will attest to our observations with Center for Medicaid Services.

f.   **BIDDER'S EMPLOYEE RELATIONS TO STATE**
If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.
Response:

Union Bank and Trust, in addition to our partnership with Fiserv, declare that no such relationship exist nor has existed.

g.   CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Contractor (Union Bank) Response:
Union Bank and Trust has not had a contact terminated for any reason in the past 5 years.

Subcontractor (Fiserv) Response:
The Fiserv Government Sector Team is unaware of any FDMS public sector contracts terminated for convenience or for cause within the past five years. However, FDMS provides services to millions of merchants through several other partner channels where this information is not tracked and we do not have information available as to whether any contract in those channels was terminated for cause or convenience and the undersigned is not aware of any.

h.   SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
   a) The time period of the project;
   b) The scheduled and actual completion dates;
   c) The Bidder's responsibilities;
   d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
   e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Bidder above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

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Response:

Project Experience:

Summary of Overall Relevant Experience

Union Bank & Trust Merchant Acquiring Experience:

Union Bank & Trust began providing merchant services for clients back in 2001 and currently has a portfolio of 300 merchants. Current processing volume of the portfolio averages 80M annually.

Fiserv Merchant Acquiring Experience:

From the moment you select Fiserv, the State of Nebraska will partner with the most trusted and largest payment processor in the world, processing over 30 billion digital payments a year and moving more than $175 trillion annually at over 6 million merchant locations worldwide. With over 35 years of serving the needs of federal, state, and local governments and payments experience, you can feel confident you are partnering with a global leader in payments innovation.

Helping our clients achieve success drives us forward each and every day. When the State of Texas chose us as their partner, we immediately began deploying a solution to meet their objectives to lower the rates and fees associated with their credit card processing and encrypt and tokenize every transaction. This allowed us to provide significantly increased security, with a P2PE platform in 350 devices at 69 locations. The result was a quantum leap in security within an enhanced environment with multiple layers of defense to protect cardholder data both in transit and at rest. Ultimately, the State of Texas realized a reduction in costs allowing for reallocation of finances to other areas of need. P2PE and E2EE with tokenization made cardholder data significantly more secure and reduced PCI compliance requirements and PCI DSS scope.

Large scale projects such as the State of California DMV is another example that highlights our innovation and experience. With the objective to provide better service to CA constituents, we deployed our expertise in POS systems throughout the 179 DMV field offices within the state encompassing over 4000 Clover devices. Developing a unique front-end integration into multiple mainframe systems for both the vehicle and driver license registrations for all credit and debit card transactions collected, combined with incorporating a managed convenience fee model, DMV's e-Payment Solution was successfully accomplished on time. The 2020 Pandemic forced businesses to find alternative business models; state government was no exception. Our payment solution options and capabilities, industry expertise, and expanded features allowed CA DMV to shift their brick-and-mortar service into a virtual field office to continue to serve their customers while protecting everyone's health without a significant loss in vital government revenue. Since the pilot go live in September 2019 – just 10 weeks after contract signing, our solution has met the goal of the State of California, increased the state's customer satisfaction, improved service availability, and significantly reduced PCI risk.

The Illinois State Toll Highway Authority (IL Tollway) also chose Fiserv to meet its objective of driving motorists to the most reliable payment methods with the lowest cost per transaction. Fiserv designed and developed test effective, fault tolerant systems with rigorous certifications. These designs and development programs ensured that APIs, systems and code from various teams and consulting partners smoothly integrated into a complex cashless open-road, state-wide tolling system. Our solutioning was completely validated as of March 2021, when the IL Tollway became completely cashless on its roadways. IL tollway has the ability to assess fees from motorists without an I-Pass transponder based upon the solutions we provided when photographed passing their toll booths. Later, the motorists have 14 days to make a payment online or IVR via card credit. They may mail in checks or money orders as well.

The decision is very evident. Fiserv, the leader in delivering actionable solutions to the federal, state and local government sectors and payment processing clients, is the clear choice to provide the State of Nebraska the future-proof solution you seek to streamline payment processes, reduce your customer costs and enable your state agencies and their customers to easily make payments through all the various points of sale now and into the future.

Chart 01. Fiserv - Project Experience	
California Department of Motor Vehicles	
Fiserv	
Narrative Description of Project	**California DMV Credit Card Field Office (CCFO)** Objective: To provide better service to CA constituents, FDGS assessed, tailor designed, deployed, and continues to support a Statewide credit card and eCheck POS system for 179 DMV field offices in the State of California. This initiative involved the development of a front-end integration to DMV systems for both vehicle and driver license registrations. The number of POS devices deployed exceeds 4000+ terminals. The program integrates to multiple mainframe systems payments for all credit and debit transactions collected in office locations. $65M+ PCI/NACHA compliant systems integration between the DMV and Fiserv Systems. This new system provided needed relief from interchange fees due to selection of a managed convenience fee model. This led to a sharp increase in CA constituent satisfaction and significantly reduced PCI risk to the State. FDGS provides all back-office reconciliation and reporting capability to support finance and accounting functions for the California DMV.
Time Period of Project	September 2019 to Present
Bidder Performed as Prime or Subcontractor?	Fiserv was the Prime Contractor facilitating this Project.
Original Scheduled Completion Date & Original Planned Budget	Date/Budget: Not applicable. This project was completed with no up-front costs for the client. Because Fiserv is a merchant processor, all costs are paid via transaction fees.
Actual Scheduled Completion Date & Actual Planned Budget	Not applicable.
Customer Info	**Name:** Leandra Kruger **Telephone:** 916-657-8752 **Email Address**: Leandra.kruger@DMV.ca.gov
State of Texas	
Fiserv	
Narrative Description of Project	State of Texas POS Solution Fiserv assessed, deployed, integrated, and continues to support a POS solution for the State of Texas. The objective for the State of Texas was to lower the rates and fees associated with their credit card processing and encrypt and tokenize every

	transaction providing significantly increased security. By providing a P2PE platform in 350 devices at all 69 locations, resulted in a significantly enhanced environment with multiple layers of defense to protect cardholder data both in transit and at rest. By initiating these measures, the State of Texas realized a reduction in costs allowing for reallocation of finances to other areas of need. P2PE and E2EE with tokenization made cardholder data significantly more secure. This also reduced PCI compliance requirements and PCI DSS scope. Fiserv provides back office reconciliation and reporting capability to support finance and accounting functions for the State of Texas.
Time Period of Project	March 2020 - Present
Bidder Performed as Prime or Subcontractor?	Fiserv was the Prime Contractor facilitating this Project.
Original Scheduled Completion Date & Original Planned Budget	Date/Budget: Not applicable. This project was completed with no up-front costs for the client. Because Fiserv is a merchant processor, all costs are paid via transaction fees.
Actual Scheduled Completion Date & Actual Planned Budget	Not applicable.
Customer Info	**Name:** Brian Haught **Telephone:** 512-305-3106 **Email Address:** brain.haught@cpa.texas.gov

Illinois State Toll Highway Authority	
Fiserv	
Narrative Description of Project	The Illinois State Toll Highway Authority (IL Tollway) chose Fiserv/First Data Government Solutions to assist with its objective to drive motorists to the most reliable payment methods with the lowest cost per transaction. We designed and developed a test effective, fault tolerant systems with rigorous certifications. These design and development programs ensured that APIs, systems and code from various teams and consulting partners smoothly integrated into a complex cashless open-road tolling system. As of March 2021, the IL Tollway is completely cashless on its roadways. Motorists/license plates of vehicles without an I-Pass transponder are photographed. Later, they have 14 days to make payment Online or IVR via card. They may mail in checks or money orders as well. All customer service centers and manned toll booths have been closed for a year resulting in lowering the State's overall labor costs.
Time Period of Project	February 2019 through Present
Bidder Performed as Prime or Subcontractor?	Fiserv was the Prime Contractor facilitating this Project.
Original Scheduled Completion Date & Original Planned Budget	Date/Budget: Not applicable. This project was completed with no up-front costs for the client. Because Fiserv is a merchant processor, all costs are paid via transaction fees.
Actual Scheduled Completion Date & Actual Planned Budget	Not applicable.

Customer Info	**Name:** Tara Martin/Senior Manager of Financial Operations
	Telephone: (630) 241-6800 Ext 4405
	Email Address: tmartin@getipass.com

i.   **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.
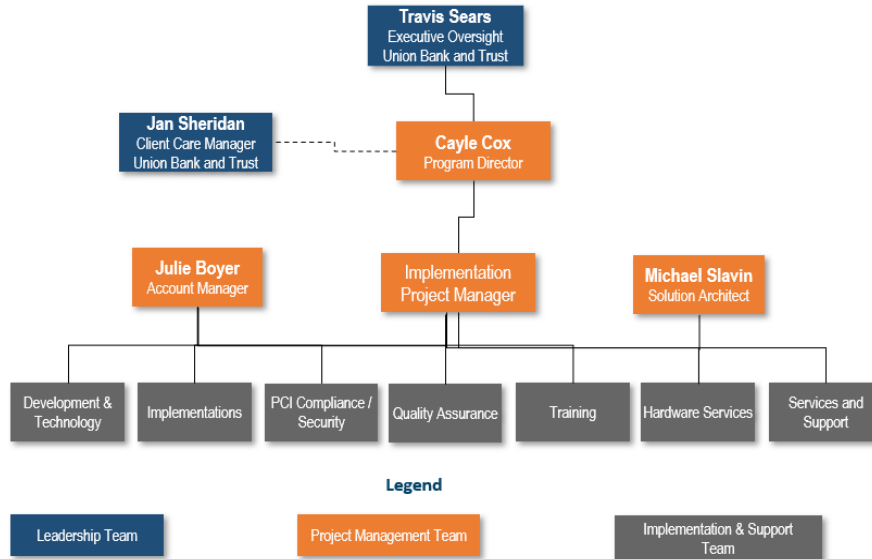
Response:

Fiserv will serve as the lead in the management of the project, partnering with the State and Union Bank and Trust to ensure that a seamless conversion is achieved. Fiserv will provide a dedicated startup staff to the State and asks that Nebraska assigns a dedicated startup team for the project as well to ensure resource availability. Union Bank and Trust will also provide two dedicated leaders to this project to ensure everyone's needs are met.

The implementation will occur in this order:

1. Initiation – During Initiation, request are reviewed, consult the implementation team, and introduce any appropriate partners required for project execution;
2. Requirements – At the Requirements phase, we evaluate the current set up, compare functionality, define scope and review implementation options identified for the State;
3. Planning – The Planning phase involves defining the approach in detail; reviewing and analyzing the State portfolio; defining mappings; and determining what equipment, software providers and third-party support will be required;
4. Set up – At project set up, mapping tasks are completed and systematically upload to the account demographic/pricing;
5. Testing – During the testing phase, we run quality check programs and confirm production readiness;
6. Implement – In the Implement phase, we redirect, deploy/activate, and update software;
7. Closure – Once implementation is complete the closure phase begins. This includes monitoring, validating and transitioning to normal business support activities.

This project will be implemented by the following staff:

Nebraska Merchant Services Organizational Chart/
Leadership Team

Travis Sears will provide executive oversight for this project and his primary responsibility will be to ensure all project requirements are met. Jan Sheridan will be the primary point of contact for bank specific customer service escalations. Cayle Cox will be act as liaison between the State, Union Bank and Trust and Fiserv throughout the implementation process and will transition to an Account Executive role after go-live to ensure support continuity. Michael Slavin designed this technical solution and he will oversee all technical aspects of this deployment. Julie Boyer will provide post go-live support for the State. All other personnel will be assigned upon award.

Travis Sears, Vice President, Bank Operations

Skills

- Strategic Planning and Execution
- Decision Making
- Adaptable to Changing Conditions
- Prioritizing and Planning
- Problem Anticipation and Resolution

Education and Memberships

- B.A., Business Administration Concordia University- Seward Nebraska

Professional Summary

Dedicated banking professional with history of meeting company goals utilizing consistent and organized practices. Skilled in working under pressure and adapting to new situations and challenges to best enhance the organizational brand. Enthusiastic leader eager to contribute to team success **through hard work, attention to detail** and excellent organizational skills.

Experience

Union Bank and Trust Company Bank Operations

Vice President, 05-2012–Present

Union Bank And Trust Company, Lincoln, NE

- Provides strategic leadership of Traditional Bank Operations Departments, withdirect oversight of the following: Electronic Banking, Deposit Services, Facilities and Image Services.

- Mentors, coaches and completes evaluations of direct reports to ensure an ongoing high level of leadership, development, product and knowledge, allwhile providing excellent customer service to both internal and external customers.

- Investigate, recommend and oversee implementation of routine and newbanking operational policies, objectives, and company-wide initiatives.

- Manages the high level of risk and potential fraud involved in Traditional Operations departments by ensuring that effective controls, procedures andongoing monitoring are in place.

- Supports the Business Recovery Coordinator by the creation, updating and training of business recovery preparation efforts across the bank, as well as serves as the Business Recovery Assistant Coordinator in the event disaster is declared.

- Work with Traditional Operations department offices to investigate andevaluate new bank operations policies,

Travis Sears (continued)

Education and Memberships

- B.A., Business Administration Concordia University- Seward Nebraska

procedures, and technology solutions to be considered for implementation.

Assistant Vice President, Electronic Banking 04/1996–05/2012

Union Bank And Trust Company, Lincoln, NE

- Accountable for the efficient management and administration of the Electronic Banking Department to meet operational policies, procedures,objectives and initiatives.

- Responsible for ongoing development and operation of all Electronic Bankingproducts and services to meet customer demand while maintaining compliance with all regulations governing the area.

- Manage the high level of risk and fraud potential involved in all electronic transactions through effective controls, procedures and ongoing monitoring.Review and update Risk Management Programs.

- Provide leadership and performance management of department supervisorsto include coaching, development and assistance in addressing any staff- related issues.

- Ensure subordinates are trained and comply with bank policy, laws and regulations applicable to their roles. Monitor subordinates' adherence to internal controls and take action to address employee performance issues. Keep informed of new developments and applications from vendor meetings,site visits, industry publications and make appropriate recommendations for enhancements.

- Complete vendor management including reviewing contracts, alternativevendors, vendor changes and upgrades, and vendor compliance.

TRAVIS SEARS REFERENCES

Reference Data	Reference
Contact Name	Chad Thies, President
Phone Number	402-323-1664
Email Address	chad@zellehr.com
Reference Data	Reference
Contact Name	Dan Svehla, Senior Vice President

Phone Number	402-323-1868
Email Address	dan.svehla@ubt.com

Reference Data	Reference
Contact Name	Kyle James, Senior Sales Executive
Phone Number	402-309-3440
Email Address	kyle.james@fiserv.com

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Jan Sheridan, Treasury Management Services

Skills

- Relationship Building
- Needs Assessment
- New Client Acquisition
- Integrity and Transparency
- Client Advisory

Education and Memberships

Business Administration Courses, Iowa State University - Ames, Iowa

Professional Summary

Skilled at helping business customers meet financial needs by developing customized product and service solutions. Well-versed in solving routine and complex financial problems. Good communication, multitasking and conflict resolution skills.

Accomplished banking professional bringing 35+ years of progressive experience implementing Treasury Management products and servicing accounts. Proven skills in building long-lasting relationships by applying strong communication, critical thinking and planning abilities.

Experience

Union Bank and Trust Treasury Management Services

Vice President, 09-2003–Current

Union Bank And Trust Company, Lincoln, NE

- Engage with customers to effectively build rapport and lasting relationships. Responsible for the development of new Treasury Management business, the expansion of existing business relationships and the servicing of customers. Meet periodically with existing customers to ensure proper servicing of accounts and to expand existing business relationships.

- Prepare sales presentations, explain services offered, and recommend those services which would be of value to the customer.

- Coordinates/development of new services, modifications of existing services, development of a marketing strategy, establishment of sales objectives and relevant reporting.

- Attend various committee meetings to assist in objectives and coordination of efforts as well as seminars, schools and association meetings to stay informed on industry trends and new technology.

Jan Sheridan (continued)

Education and Memberships

Business Administration Courses, Iowa State University - Ames, Iowa

Relationship Associate, 08/2000–09/2003

Wells Fargo, NA, Lincoln Nebraska

- Generated new business and referral clients in partnership with commercial lending team.
- Monitored issues carefully and reached out to customers to provide immediate resolution and maintain satisfaction.
- Communicated regularly with clients to understand needs, evaluate current product use and cross-sell new products.

JAN SHERIDAN REFERENCES

Reference Data	Reference
Contact Name	Tammy Wissing, Treasurer
Phone Number	402-441-8304
Email Address	twissing@lincoln.ne.gov

Reference Data	Reference
Contact Name	Liz Standish, Associate Superintendent of Business Affairs
Phone Number	402-436-1635
Email Address	lstandish@lps.org

Reference Data	Reference
Contact Name	Gary Deemer, Treasurer
Phone Number	402-416-8110
Email Address	gdeemer@arborday.org

UBT
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Cayle Cox, Program Director

Specializations

- Relationship Management
- Project Management
- Product Management

Education and Memberships

- B.A., Telecommunications Management, University of Nebraska
- M.B.A., Bellevue University

Certifications and Licenses

- PMP
- ITIL

Professional Summary

Cayle is a highly capable Information Technology, Account and Product Management professional with over 13 years of people management, project management, systems implementation and client service experience within financial services and technology sectors. He holds a bachelor's degree in Telecommunications Management, a Master of Business Administration and professional certifications in ITIL and Project Management.

Experience

First Data Government Solutions

Program Director, 10-2019–Present

- FDGS Account Manager for the State of New Mexico.

- Manages Professional Services staff in New Mexico and Nebraska.

- Ran a Business Analyst team responsible for gathering all project requirements during state-wide deployments and for supporting end user testers during User Acceptance testing cycles.

- Served as a Project Manager for multiple state-wide deployments.

- Founded the Delivery Quality Management team that performs continual improvement practices throughout the delivery lifecycle. Special focus on IT development processes, application testing, training and Help Desk support.

Product Manager, Security and Fraud, 05/2018–Present

- Product owner for several case management tools that process over 70 million cases annually; systems include the Fraud Detection Work Center, the Predictive Dialer and the Lost/Stolen GUI.

- Fraud call processing service owner.

Cayle Cox (continued)

Education and Memberships
B.A., Telecommunications
Management, University of
Nebraska

M.B.A., Bellevue University
Certifications and Licenses
PMP
ITIL

- Principal case management point of contact for client escalations, RFPs and system outages.

- P&L owner for fraud call processing services and fraud case management products.

Service Assurance Analyst, 01/2016–05/2018

- Globalization Lead for the Command Center's Globalization project, which implemented a two-site, follow-the-sun model that saved millions in operating expenses while guaranteeing consistent tools and processes across the globe

- Facilitated and managed internal and external stakeholder engagement

- Monitored tasks and project assignments while ensuring project deliverables were met and that schedule changes were addressed and communicated

- Managed projects addressing all components of the ITIL model while ensuring compliance with data privacy laws between countries

- Executed quality management methods to provide leadership, training and mentoring on migration strategies

- Analyzed feedback on project effectiveness and assisted with providing solutions to ensure stakeholder success.

Command Center Manager, 04/2008–01/2016

- Production Support

    o Ran technical operations for every First Data production system including Money Network, Biller Solutions, and all credit, debit, and EBT transactions systems.

    o Primary escalation point for Call Center incidents and outages.

    o Ran batch operations for the federal Electronic Payment Tax Payment system.

    o Worked in every pillar of the Command Center including Incident Management, Merchant Services, Financial Services and Batch processing and worked closely with Call Centers during outages

- Relationship Management

    o Primary point of contact for technical escalations for internal and external clients

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Michael Slavin, Solution Architect

Specializations

- ePayments/eCommerce
- Mobile Products
- Sale Terminals
- Vendor Integration
- Implementation
- Solution Architecture
- Project Management
- Quality/Compliance

Education

- Computer A+ /Telecommunications LAN Security Certification, TESST Technology of Alexandria, VA
- Business Development Certification, DeVry Institute

Professional Summary

Michael has nine years of financial technology experience and has been with Fiserv since 2012. He brings in-depth knowledge of eCommerce, mobile products, sale terminals, and other payment processing solutions, including vendor integration. He has extensive expertise in and understanding of Fiserv's product suite, providing solution design and guidance to our government clients.

Experience

First Data Government Solutions

Government Solutions Technical Solution Lead 06/2018–Present

Michael supports sales and relationship managers with payments and acquiring solutions for Government clients, developing efficient and effective solution designs to serve client needs. He works directly with clients and internal stakeholders to assist in understanding operational impacts through both implementation and operations.

Project Highlight: CA DMV ePayments Project Solution Architect

This project provides credit card, ATM/debit card services for DMV Field Offices throughout the State, with an end-to-end, frontend and backend solution. The DMV EPAY SYSTEM includes Point of Sale (POS) Clover devices, hardware, software, equipment, and secure network capabilities necessary to provide electronic payment acceptance processing service(s) that work with the department's legacy systems.

Implementation Manager, 11/2009–01/2012

Michael implemented and onboarded new accounts, completing audits of boarding process and compliance needs for business consultants. He facilitated client meetings, providing account status updates and answering operational questions. Her provided consistent and effective solution guidance and planned/implemented proactive procedures and systems.

Client Service Advisor, 05/2007–11/2009

Michael built and maintained relationships with internal and external stakeholders to drive fast and proper resolution of any client issues. He managed the daily operational relationship of credit card processing

accounts and completed audits of accounts to confirm correct pricing, chaining and tax information. Michael facilitated meetings to provide account status updates and answer operational questions.

RSA Team Lead, 06/2014–03/2015

In this role, Michael responded to escalated client issues and assisted agents with procedures and reviews of complex issues.

Canada Team Lead, 02/1995–02/1997

Michael managed projects, overseeing the correct utilization of processes and procedures and providing leadership for agents and project teams. Michael maintained departmental performance metrics, adherence to SLAs, and generated and maintained quality scores. He also prepared Credit Union residual reports for funding and issuing of GAFs to Credit Unions for monthly revenue.

MICHAEL SLAVIN REFERENCES

Reference Data	Reference
Contact Name	John Brueggeman
Address	29901 Agoura Rd, Agoura Hills, CA 91301
Phone Number	460-270-6699

Reference Data	Reference
Contact Name	Kelly Reed
Address	18 Creekstone Dr, Mont Alto PA 17237
Phone Number	717-977-1612

Reference Data	Reference
Contact Name	Karen Mentzer
Address	530 Park St, Mont Alto, PA 17237
Phone Number	717-387-2292

UBT
Union Bank & Trust

Julie Boyer, Account Manager

Specializations

- ePayments

- Data and System Management

- Financial Processing

- Account Management

- Operational Management

- Project Management

Professional Summary

Julie has twenty-nine years' experience in the financial technology industry, twenty-six of those at Fiserv. Julie began her career in settlement operations, moved to Project Management, and then shifted to Call Center and Operations. She currently leads a government, franchise, technology and retail account management team providing day-to-day operational servicing support to our clients from core processing, settlement, funding, boarding, reporting, interchange, reconciliation, equipment, project initiatives, compliance and audit. Julie's team provides data management, exception processing and client system training.

First Data Government Solutions

Director, Institutional Account Management, 01/2012–Present

Responsible for leading a team of Enterprise Account Managers who perform day to day operational servicing for Fiserv's (formerly known as First Data) acquiring products and services. This includes collaboration with our Account Executive team and all functional areas within Fiserv, leading projects/initiatives related to products and services, ensuring compliance, performing auditing, and ensuring overall satisfaction with support and services provided.

Operational Manager, 11/2009 – 01/2012

Operational Manager for the Client Care Organization (Call Center Support Staff) providing second level support for our various platforms and portfolios with focus on providing first class customer servicing, retention of clients, and procedural training of support functions.

Operational Manager, 11/2009 – 01/2012

Operational Manager for the Client Care Organization (Call Center Support Staff) providing second level support for our various platforms and portfolios with focus on providing first class customer servicing, retention of clients, and procedural training of support functions.

Process Owner, 05/2007 – 11/2009

Primary responsibilities included escalating issues within processes, identifying process failures, working with other business units to develop new and improved process flows, and sharing improvements, providing communication and coaching opportunities. Supported issue identification and resolution, providing project support and supporting Operational Managers.

Senior Project Manager, 02/1997 – 05/2007

Led and supported multiple large efforts within Settlement Operations and PMO Organizations. Accomplishments included: leading various Debit projects building direct connections to the networks straight from the First Data Gateway, designing the Debit Gateway Management and Debit Integrated Suspense Systems, integrating EBT processing into the Debit stream and leading/supporting large Petroleum initiatives.

Settlement Analyst, 02/1995 – 02/1997

Supported the migration of an Alliance's Debit processes. Gained significant debit processing knowledge related to First Data's proprietary processes. Used prior knowledge from banking and small business ownership to enhance new debit processing skills.

JULIE BOYER REFERENCES

Reference Data	Reference
Contact Name	Dawn Harbaugh
Address	11841 Ashton Rd Clear Spring MD 21722
Phone Number	301-991-4027

Reference Data	Reference
Contact Name	Greg Price
Address	208 East Potomac Street Williamsport MD 21795
Phone Number	301-573-5995

Reference Data	Reference
Contact Name	Dawn Shaefer
Address	12426 Shimpstown Road, Mercersburg PA 17236
Phone Number	717-372-7105

SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

i.   name, address, and telephone number of the Subcontractor(s);
ii.   specific tasks for each Subcontractor(s);
iii.   percentage of performance hours intended for each Subcontract; and
iv.   total percentage of Subcontractor(s) performance hours.

i. Response - name, address, and telephone number of the Subcontractor(s)

First Data Merchant Services LLC
255 Fiserv Drive
Brookfield, WI 53045
262-879-5000
www.fiserv.com

ii. Response – specific tasks for each Subcontractor(s);

Fiserv will serve as the lead in the management of the project, partnering with the State to ensure that a seamless conversion is achieved.

iii. Response - percentage of performance hours intended for each Subcontract;

Fiserv will be the only subcontractor on this project and therefore they will complete 100% of subcontracted tasks.

iv.Response – total percentage of Subcontractor(s) performance hours.

Fiserv and Union Bank and Trust will perform in a true partnership with this project so each party will perform 50% of the work.

FINANCIAL STATEMENTS

Union Bank & Trust Company

Consolidated Statement

June 30, 2021

Bank Assets

Cash on hand and due from banks	$405,797,000
U.S. Government and Agency Securities	$114,385,000
Federal Funds & Other Securities	$906,298,000
Total Loans (Net of Loan Loss Reserve)	$4,248,227,000
Bank Buildings and Fixtures	$75,338,000
Other Assets	$219,843,000
Total Assets	**$5,969,888,000**

Bank Liabilities and Capital

Deposits	$5,152,596,000
Federal Funds & Repurchase Agreements	$170,000,000
Other Liabilities	$65,041,000
Capital Stock	$15,170,000
Surplus	$83,859,000
Undivided Profits and Reserves	$473,753,000
Other Comprehensive Income	$9,469,00
Total Liabilities and Capital	**$5,969,888,000**

Trust Assets	(Book Value)	(Market Value)
Cash and Cash Equivalents	$2,267,028,000	$2,491,873,000
Equities	$14,024,237,000	$25,242,544,000
Fixed Securities	$13,832,449,000	$15,743,048,000
Tax Free	$162,598,000	$167,795,000
Miscellaneous	$241,911,000	$408,591,00
Total Trust Assets	**$30,528,223,000**	**$44,053,851,000**

Trust Liabilities	(Book Value)	(Market Value)
Profit Sharing & Pension Accounts	$3,213,690,000	$4,193,969,000
529 College Savings Accounts	$14,158,065,000	$14,877,439,000
Corporate Trust Accounts	$1,020,942,000	$1,023,762,000
Personal Trusts and Estates	$1,056,122,000	$3,541,304,000
Agency, Custodial, Managed Accounts	$11,079,404,000	$20,417,377,000
Total Trust Assets	**$30,528,223,000**	**$44,053,851,000**

Investment products: Not FDIC Insured - No Bank Guarantee - May Lose Value.

Member of the Federal Deposit Insurance Corporation
The standard insurance amount currently is $250,000 per depositor

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of the proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidder should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together.
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A.   GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			A standard merchant Agreement is enclosed for the State of Nebraska 's review and consideration. **See Exhibit 02; Payment Solutions Agreement, enclosed.** Addendums 1- 4 has been acknowledged and confirmed as identified in **Exhibit 01; Addendums Acknowledgement.**

The contract resulting from this solicitation shall incorporate the following documents:

1.   Request for Proposal and Addenda;
2.   Amendments to the solicitation;
3.   Questions and Answers;
4.   Contractor's proposal (Solicitation and properly submitted documents);
5.   The executed Contract and Addendum One to Contract, if applicable; and,
6.   Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment or addenda, 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) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached

Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B.   NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C.   BUYER'S REPRESENTATIVE
The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D.   GOVERNING LAW (Statutory)
Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity. The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E.   BEGINNING OF WORK
The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the
State. The awarded bidder will be notified in writing when work may begin.

F.   AMENDMENT

This Contract may be amended only in writing, within scope, upon the agreement of both parties.

G.   CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

Contractor will not substitute any item that has been awarded without prior written approval of SPB

H.   VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I.   NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

JS			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J.   BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K.   NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the contract for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L.   SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/CO MMENTS:
JS			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M.   INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

1.   **GENERAL**
The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2.   **INTELLECTUAL PROPERTY (Optional)**
The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3.   **PERSONNEL**
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee

benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and employees, provided by the Contractor.

4. **SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

N. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be $500,000. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

O. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The State and the contractor agree that actual damages from a failure to perform certain requirements in any contract executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contract, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the contractor shall agree to a schedule of fees for failure to perform certain requirements in any contract executed pursuant to this RFP.

The following is the required schedule of liquated damages in the form of fees for failure to perform certain requirements.

These fees are categorized as follows:
Standard $ 2,000.00 per 24 hours
High $ 5,000.00 per 24 hours
Critical $10,000.00 per 24 hours

Liquidated damages may be charged by the State under this paragraph for each day or partial day the contractor fails to perform or comply with certain requirements in the contract, other than failures caused by the State or circumstances beyond the control of the contractor or their agents (natural disasters, etc.)

1. **ACCEPTANCE OF CREDIT CARD BATCHES**
   Upon being notified by a State Agency that Contractor was not able to accept credit card transaction batches/files (by any method used by State Agencies to transmit files/batches), Contractor will either resolve the situation within two (2) hours so the credit card transaction batches/files can be received from the State or pay liquidated damages.
   Category: Critical

2. **ABILITY TO ACCESS DAILY SETTLEMENT REPORT**
   Upon being notified by the State that daily settlement reports are unavailable, Contractor will either resolve the situation within two (2) hours so reconciliation of deposits can be done or pay liquidated damages. **Category: High**

3. **ABILITY TO ACCESS DAILY BANK REPORTING INFORMATION**
   Upon being notified by the State that daily bank information reports prior day balance reports, current day balance reports, and comma-separated value (CSV) exports are unavailable, Contractor will either resolve the situation within four hours and make all required reports available to State staff or pay liquidated damages.
   Category: High

4. **CUSTOMER SERVICE**
   Upon being notified by the State that Contractor's customer service is unable to resolve terminal, authorization or transmission issues, the Contractor will resolve the issue(s) within four (4) hours or pay liquidated damages.
   Category: High

5. **SENDING/RECEIVING OF WIRES**
   Upon being notified by the State that Contractor is unable to send wires/receive wires on behalf of the State, Contractor will either resolve the situation within four hours after being notified or pay liquidated damages.
   Category: Standard

6. **RFP REQUIRED REPORTING**

Within three (3) business days of Contractor being notified by the State, reports not provided by Contractor will be made available to the State or contractor will pay liquidated damages.
Category: Standard

As to any liquidated damages owing hereunder, Contractor will pay liquidated damages to State by the tenth (10th) Business Day of the month following the month that the damages were reported to the Contractor. The State has 60 days after the incident to contact the Contractor to pay liquidated damages.

7. **UNRESOLVED REQUIREMENTS**

All Standard and High category requirements will move to Critical level of liquidated damages if not resolved within 48 hours after notification to the Contractor.

All Critical category requirements will double in liquidated damages payment if not resolved with 24 hours after notification to the Contractor.

Q.   ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

R.   CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The Contractor may, but shall not be required to, allow any state agency, board, commission, the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties.

The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

S.   FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

T.   CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

U.   EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The contract may be terminated as follows:

1.   The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2.   The State, in its sole discretion, may terminate the contract for any reason upon 30 calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3.   The State may terminate the contract immediately for the following reasons:

   a.   if directed to do so by statute;
   b.   Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c.   a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d.   fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e.   an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f.   a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
   g.   Contractor intentionally discloses confidential information;
   h.   Contractor has or announces it will discontinue support of the deliverable; and,
   i.   In the event funding is no longer available.

V.   CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:
1.   Transfer all completed or partially completed deliverables to the State;
2.   Transfer ownership and title to all completed or partially completed deliverables to the State;
3.   Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4.   Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5.   Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6.   Return or vacate any state owned real or personal property; and,
7.   Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor's employees.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B.   EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1.   The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

2.   The completed United States Attestation Form should be submitted with the solicitation response.

3.   If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

4.   The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C.   COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)
The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D.   COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E.   PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F.   OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G.   INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within ninety (90) days of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and ninety (90) days following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**
    The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
    The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

    The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. The COI

shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000 Aggregate
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000 Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3.   **EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency Nebraska State Purchasing Bureau
Attn: Annette Walton
Solicitation Number: 6556 Z1 / Contract # XXXXX O4
Email address: annette.walton@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain

such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4.   DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H.   ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I.   CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this RFP or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J.   ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K.   NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

Both Union Bank and Trust (Contractor); Fiserv (Subcontractor) has acknowledged and confirmed the State of Nebraska Technology Access Standards.

L.   DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

The Contractor shall have a disaster recovery and back-up plan, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster. The Contractor shall provide an ISO 22301 providing additional disaster recovery information.

M.   DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity.
Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

N.   WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service,

perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A.   PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)
Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all
such goods or services are completely delivered and finally accepted by the agency."

B.   TAXES (Statutory)
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C.   INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The State Treasurer's Office will work with the contractor and the State agencies to set up the payment process for merchant fees. The State Treasurer will require that most State agencies' merchant fees be debited from the State bank account. A few State agencies require an invoice instead of being debited.

Bidder may not, under any circumstances, propose the netting of merchant fees or the withholding of revenue out of daily batch settlements for any services.

D.   INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E.   PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F.   LATE PAYMENT (Statutory)
The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§81-2401 through 81-2408).

Response

 Both Union Bank and Trust, in addition to Fiserv acknowledge and confirm the Late Payment Statute.

G.   SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)
The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

Response

 Both Union Bank and Trust, in addition to Fiserv acknowledge and confirm the right to audit Funding /Funding Out Clause for Loss of Appropriations. .

H.   RIGHT TO AUDIT (Statutory)
The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Response: Both Union Bank and Trust, in addition to Fiserv acknowledge and confirm the Right to Audit.

Attachment A

Forms

Form A.1

Statutory Project RequirementsRequest for Proposal 6556 Z1

Bidder name: <u>Union Bank and Trust / Fiserv</u>

Part 1: Bidders are responsible to research Nebraska Revised Statues for legal responsibilities when doing business with the State. References to certain State statues and the Nebraska Constitution are listed below but are not all inclusive to the legal requirements of the contractor.

      a.   Neb. Rev. Stat § 48-1122—Prohibition of Discrimination
      b.   Neb. Rev. Stat § 73-205(3)—Technology Access Standards
      c.   Neb. Rev. Stat § 73-506(2)—Service contracts with unspecified or unlimitedduration
      d.   Neb. Rev. Stat § 73-506(1)—The State cannot pay for deliverables not received
      e.   Neb. Rev. Stat § 77-2301—The bank must be a state or national bank licensed todo business in the State and will cash State warrants free of charge
      f.   Neb. Rev. Stat § 77-2387 to 77-2398—Collateral Requirements
      g.   Neb. Rev. Stat § 81-2401 to 81-2408—Prompt Payment Act
      h.   Neb. Rev. Stat § 81-118.01-Electronic Payment; acceptance; conditions
      i.   Nebraska State Constitution, Article XIII, § 3—Prohibits indemnification andlimitations of liability

Please answer the following questions with a check mark after the appropriate response. Any "No"answer may eliminate the bidder from further evaluations.

Part 2: If the bidder does not agree to provide collateralization of State deposits, the bidder will be eliminated from further evaluations.

Yes X   No____ Does the bidder agree, without exceptions, to meet State statute requirements forcollateralization of State deposits, currently estimated at $3 million?

Part 3: One of the next three questions, must be a yes answer to continue evaluations.

Yes ___ No X Does the bidder agree to provide a Letter of Credit;

Yes____No X   Or does the bidder agree to the Pooled Method for Collateral with Nebraska BankersInsurance and Services Company (NBISCO);

Yes X   No_____Or does the bidder agree to pledge securities?

Part 4: Any no answer to the questions below will eliminate the bidder from further evaluations.

NA _____   **If the bidder agrees to a Letter of Credit or the Pooled Method for collateral thenext two question do not apply**

Yes X No_____ If the bidder is providing pledged securities do they agree, without exceptions, to providea statement of collateral every month?

Yes X No_____ Does the bidder agree, without exceptions, that collateral arrangements must require asignature of an authorized Treasury Management representative before release of collateral?

Part 5: Any no answer to the questions below will eliminate the bidder from further evaluations.

Yes X   No_____ Is the bidder a state or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. § 77-2387(2)?

Yes X   No_____ Does the bidder agree to cash Nebraska State Treasury warrants and warrants issued bythe NCSPC free of charge and without requiring a fingerprint as required in Neb. Rev.

Stat. § 77-2301(2)(a)?

UBT
Union Bank & Trust

Form A.2

Baseline Functional Requirements

Request for Proposal 6556 Z1

Each bidder must respond in a detailed manner how the bidder **will comply** with the following statements.This form will be part of the bidder proposal.

| FR 1 – Equipment			
a.	Describe the ability to allow agencies to retain current credit card terminals. Bidder must review each terminal listed below and determine if the terminal can be used, reprogrammed or will need to be replacedat no cost to the State.		
Terminal	Can be used	Needs reprogramming	If terminal cannot be used, what is therecommended replacement terminal?
iCMP	yes	yes	
IDTech ISKD-534833TEB-B1	yes	yes	
Ingencio (Gas Pumps)	yes	yes	
Ingenico Desk 3500	yes	yes	
Ingencio Desk 5000	yes	yes	
Ingenico ICT 250	yes	yes	
Ingenico IPP 320	yes	yes	
Ingenico IPP 350	yes	yes	
Ingenico ISC 250	yes	yes	
Ingenico IWL 250	yes	yes	
Ingenico Move 5000	yes	yes	
Lane 3000	yes	yes	
Poynt 3G	yes	yes	Poynt solutions are currently certified with Fiserv via Credit Call Gateway.

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Poynt P3303 (wireless & internet)	yes	yes	Poynt solutions are currently certified with Fiserv via Credit Call Gateway
Poynt P3303-B(cellular)	yes	yes	Poynt solutions are currently certified with Fiserv via Credit Call Gateway
Verifone VX520	yes	yes	
Verifone VX680	yes	yes	

Additional comments:

If at any time the State wishes to make changes to their processing environment, Fiserv will work closely with the department to help make the best decision on what devices to utilize going forward. Fiserv Hardware Services offers a full range of Point-of-Sale ("POS") terminals, peripherals and supplies designed to accept a variety of secure payment types. Fiserv Hardware Services is one of the largest providers of POS solutions in North America. Fiserv Hardware Services provides equipment procurement, deployment, inventory management, customer support and repair and replacement. Customers range from the nation's premier financial institutions to entrepreneurial Independent Sales Organizations ("ISO"). If P2PE validation is desired, Fiserv can provide new devices via the SnapPay solution.

Fiserv Hardware Services' high-quality POS solutions and progressive end-to-end service offerings are an industry differentiator, enabling Fiserv to provide the State of Nebraska with all the equipment, support and service necessary to be successful. Customers get a broad portfolio of best-in-class solutions from top-name manufacturers, and end-to-end service offerings that span many technologies, including countertop terminals, peripherals, multilane, mobile, wireless, remote deposit capture (RDC), and printers. Regardless of the size or scope of service that a merchant may need,

How It Works
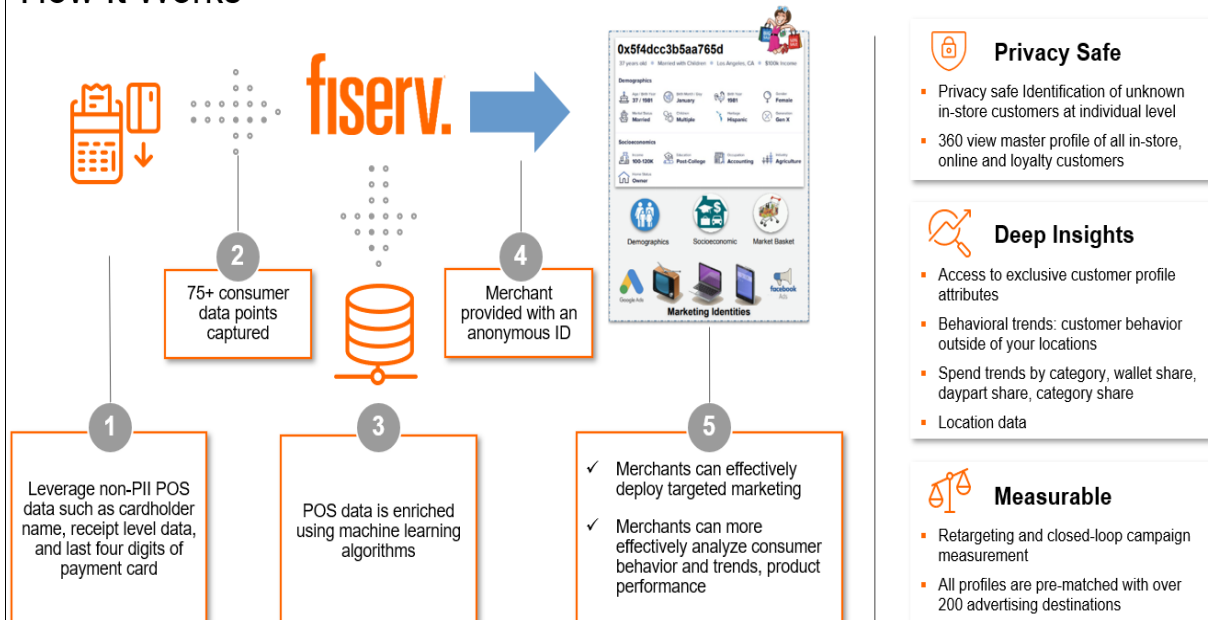
Fiserv Hardware Services has the scale and capacity to seamlessly handle their fulfillment requirements.

| b. | Describe the method in which programming updates will be provided to agencies using existing terminalsat no cost. (Free programming could include truncating card numbers, accommodating any Visa/MasterCard required changes or programming for automatic or manual batch closure at predeterminedtimes). |

Response:

Fiserv provides automatic updates to Fiserv terminals with little or no intervention from the State. Gateways are typically responsible for pushing updates to devices with which they transact. Fiserv would be happy to discuss a unified solution once selected.

During the implementation phase, any terminal that requires reprogramming will be updated. Implementations will work with the State to ensure all encryption and injection information is provided and equipment is updated to industry standards. Typically updated injections are completed by the equipment vendor. The State will have the option to ship the equipment to Fiserv Hardware Services for injection updates.

| c. | Describe any product(s) that can be added to a terminal that would provide PCI alleviation, for exampleencryption and tokenization. |

Response:

Fiserv offers solutions that allow the State to alleviate their PCI burden to the maximum amount possible. The solutions allow payment card processing while preventing systems from ever seeing a raw credit card number.

Fiserv provides a REST Application Program Interface ("API") that can be called by any application that can make a secure web services call. The tokenize, authorize and charge endpoints can be used to provide Fiserv with a PAN and retrieve a token as part of the response. Rather than tokenize directly, generally recommend that tokenization calls be made through the hosted payment pages, iframes and/or PCI Validated P2PE devices to keep the source system from seeing the raw card number. This helps to minimize exposure to the PAN as well as reduce PCI scope.

Once a Fiserv token is returned, the calling application can store it for future uses or archival purposes. All offered solution payment endpoints (authorize, refund, etc.) can work with the same tokens.

In short, Fiserv's API offers a single way to call for tokens and reuse those same tokens as needed.

Fiserv's TransArmor solution can also provide a validated Point to Point encryption with certain POS systems and hardware types which adds another layer to the multiple layers of protection that TransArmor End to End already provides making cardholder data significantly more secure and safeguards against cybercrime, both in transit and at rest.

TransArmor® supports end-to-end encryption and tokenization with multi-pay tokens. With TransArmor® the State data is protected inflight and at rest, providing protection for State customers and significantly reducing the State of Nebraska PCI scope. It combines Point to Point and End to End encryption with tokenization, rather than relying solely on encryption alone making cardholder data significantly more secure. It simplifies the compliance process with fewer applicable PCI DSS requirements and SAQ (Security Assessment Questionnaires) resulting in potential reduction with

costs maintaining PCI compliance. This point-to-point validated solution will further reduce the State PCI scope and SAQ to only thirty- three (33) questions.

| d. | Describe the process to exchange a defective or damaged credit card terminal purchased or provided by the contractor. |

Response:

For all merchants who have elected to enter into a maintenance agreement with Fiserv, will swap/replace all POS equipment in an expeditious manner. The decision to overnight a replacement unit is made while helping the State problem-solve to see if the issue can be resolved locally. The assigned account manager can also be called to facilitate if needed.

| e. | Describe the availability of terminals that allow contactless payments. If any terminal listed above does not have the ability to accept contactless payments, explain how each terminal could be adapted to accept contactless payments. |

Response:

If a terminal does not have the NFC technology, updated equipment will be deployed to the location specified by the State. Fiserv Hardware Services offers a full range of point-of-sale (POS) terminals, peripherals and supplies designed to accept a variety of secure payment types.

FR 2 – Vendors or Gateways		
a.	Agencies use several third-party vendors for services related to credit card acceptance, most are listed below. This list is subject to change. Indicate which vendors are certified with you and provide recommendations to replace vendors not certified with the bidder.	
Vendor	**Certified with bidder**	**Vendor Recommendations**
Active Network (Integrated with Cybersource)	yes	
Aspira	yes	
Authorize.net	yes	
Braintree	yes	
Bridgepay	yes	
Brown Paper Ticket	yes	
CardConnect	yes	CardConnect is owned by Fiserv.
CashNet	yes	
Converge (Contractor Hosted Payment Page)	no	It is recommended replacing the Converge Hosted Payment Page with the SnapPay Hosted Payment Page, embedded iframes

		or Virtual Terminals, depending up the needs of the given agency.
Cybersource	yes	
Cybersource (Integrated withPaciolan)	yes	
Fusebox (Contractor Solution to integrate with Micros)	yes	
Heartland Payment Systems	yes	
Official Payments	yes	
Payflow Link	yes	
Payment Express	yes	
PayPal	yes	
POYNT payment solution	yes	Poynt solutions are currently certified with Fiserv via Credit Call Gateway
Salesforce/Authorize.net	yes	
SimpleCirc (integrated with contractor hosted payment page)	no	SimpleCirc has the ability to integrate with the suggested hosted payment page.
Vantive (integrated with Tessitura)	yes	

Additional Comments:

The proposed SnapPay Gateway is designed to integrate all of the State's existing payment methods, from terminals, mobile readers, the hosted iFrame credit card data tokenizer and gateways, offer one centralized, secure point of access via JSON REST APIs. Additionally, merchants who have their own Point of Sale ("POS") Software, eCommerce payment portal or the ability to completely adjust the code in an already existing application can take advantage of the security and processing savings with the Universal SnapPay API.

This comprehensive omni-channel enterprise platform can help the State simplify the payment acceptance process, minimize PCI compliance requirements and lower transaction costs. The SnapPay API solution can also be integrated with many popular Enterprise Resource Planning ("ERP") solutions, which does not require any modifications to the ERP standard code or standard order process flow.

b.	Describe the process and timeline for a third-party vendor to certify with the bidder.

Response:

The list of vendors currently provided by the State, have existing certification and would not be subjected to the certification process. Any new Vendors, not specified, that require new certifications

would have a timeline established during the implementation process.

Fiserv is certified with an array of vendors which allows for a streamlined implementation process. Currently, over 300 vendor systems certified to a variety of processing host platforms and have existing relationships with industry-leading direct certified vendors, including multiple vendors currently being utilized by the State.

The internal client certifications team that manages testing and certification of Class 'B' POS Solutions. These certifications are completed for merchants, vendors, service providers, aggregators, gateways and payment facilitators to ensure they are adeptly able to process payments to ensure compliance with all applicable regulatory requirements. To ensure successful implementation of this project, Conduent will be provided with any specifications needed to connect to the Fiserv platform via dialup or web/internet connection.

FR 3 – Merchant Identification Number Set Up

a.	Describe the process to request a new MID. Provide an example of the set-up form or a checklist of allrequirements. How often does this form change? Describe how the State is notified once the form has changed, and how.

Response:

To request a new MID setup, the State would reach out to their assigned Account Manager to have a new MID created. Standardized account boarding templates and merchant "profile constraints" are used to expedite the implementation process, the complexity can vary and impact projected timeline(s). The Assigned Account Manager will communicate any impact to the schedule.

The assigned account manager will assist the client with completing the form and have standard information pre-populated. The State will be responsible for supplying account specific information such as: Business Name, Address, Banking information. Below, Exhibit RF 3-1 includes an example of the MID checklist to show all requirements necessary for Merchant Identification Setup.

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Exhibit FR 3 -1 MID Checklist

North Boarding version 21.06

Instructions:
1. Use to board 1 - 100 new or add locations.
2. All locations must have the same legal and owner info.
3. Do not alter formatting of document.
4. Paste data as values only (right click and select Paste 123 Icon)
5. Complete all required fields (green) or missing data (yellow)
6. Do not enter dummy information such as all 0s 9s or N/A. Leave values blank

1. Boarding Type   Select
2. Location Count

Required Data
Missing data
Optional data

Hierarchy (if there is no chain or corporate, leave blank)
- Bank Level
- Agent Level
- Corporate Level
- Chain Level
- Active Tie-To MID

Legal Information
- Business Legal Name
- Merchant Type
- State Inc.
- Month & Year Incorporated (MM/YYYY)

IRS Information
- Tax ID
- Tin Type
- IRS Filing Name

Sales Info
- Sales Rep ID
- Bill Code
- Sales Support ID

Comments to Credit Officer

Additional Deployment Info
- Project Name
- Bill for S&H on Supplies

Primary Owner
- First Name
- Middle Initial
- Last Name
- Title
- DOB (MMDDYYYY)
- Home Phone #
- SS#
- Personal Guarantee
- Ownership %
- Home Address
- Home City
- Home State
- Home Zip Code
- Home Country
- Owner Mobile #

DBA & MID | **Outlet Location**

Preassigned MIDs only	24 max	8 max	24 max	24 max	18 max	=2	=5	Select	=10	22
Merchant Number	DBA Name	Store #	DBA Contact	DBA Address	DBA City	DBA State	DBA Zip	DBA Country	Phone	Retail

North Boarding version 21.06

Instructions:
1. Use to board 1 - 100 new or add locations.
2. All locations must have the same legal and owner info.
3. Do not alter formatting of document.
4. Paste data as values only (right click and select Paste 123 Icon)
5. Complete all required fields (green) or missing data (yellow)
6. Do not enter dummy information such as all 0s 9s or N/A. Leave values blank

1. Boarding Type   Select
2. Location Count

Required Data
Missing data
Optional data

Fourth Owner
- First Name
- Middle Initial
- Last Name
- Title
- DOB (MMDDYYYY)
- Home Phone #
- SS#
- Personal Guarantee
- Ownership %
- Home Address
- Home City
- Home State
- Home Zip Code
- Home Country
- Owner Mobile #

Fifth Owner
- First Name
- Middle Initial
- Last Name
- Title
- DOB (MMDDYYYY)
- Home Phone #
- SS#
- Personal Guarantee
- Ownership %
- Home Address
- Home City
- Home State
- Home Zip Code
- Home Country
- Owner Mobile #

DBA & MID | **Email**

Preassigned MIDs only	24 max	18 max	=2	=5	=10	70 max	70 max	
Merchant Number	DBA Name	Bill to City	Bill to State	Bill to Zip	Bill to Phone	Primary Email Address	URL/Web Address	Addit

In the event this checklist requires updating, the State will be notified by their Account Manager who will discuss any new features or updated changes. If/When process improvements are needed to meet the State's needs/objectives, this form can be altered based on the needs specified by the State of Nebraska.

b.	Describe the average time from when the request is received to the time the MID is ready for use.

Response:

Typically, the setup process for new Merchant IDs uploaded to the system is within 7-10 business days. If an expedited turnaround is needed, the Account Manager can escalate a new MID setup request on behalf of the State and its agencies.

c.	Describe the process to make changes on a MID. Include changing signers on the MID, address changesand adding card brands.

	Response:
	Any changes needed to an existing account should be communicated to the State assigned Account Manager. Depending upon the requested changes, an outline will be drafted and presented to the State for review and sign-off prior to submission. The request is then processed by the Account Management team and the MID is updated. This process is generally completed within 7-10 business days depending upon the request type.
d.	Describe the ability to set up merchant ID at no cost to the State.
	Response:
	If at any time the State requires a new MID setup, the merchant ID would be created at no additional cost to the State.

FR 4 – Online access for Merchant Activity

a.	Describe the secure online solution to view merchant activity.

Response:

The Business Track reporting portal, provides key information across the State of Nebraska payment streams, including, but not limited to: credit, debit, prepaid/gift card and check, in a single, consolidated web tool. The newly designed, secure, user interface has key applications organized by popular use so frequently accessed applications are prominently located. The easy-to-read charts visually depict daily sales and deposit data by payment type, along with new SpendTrend® excerpts to help you quickly understand monthly consumer spending.

CLIENTLINE REPORTING
A web-based reporting tool to view payment processing information with access to online queries and scheduled reports.

DATA FILE MANAGER
Self-service tool to create, test, manage and generate raw data files daily or on-demand as needed.

DISPUTE MANAGER
Receive, view and respond to chargeback and retrieval disputes online.

ALERTS
Notifications by email or text for events related to Reconciliation and Dispute activities.

Business Track® Web Portal
- Consolidated web tool tracks, monitors, and analyzes transaction information across all 31 Ohio toll plazas
- Embedded reporting and analytics capabilities detects and monitors trends for informed decision-making
- Embedded complementary ClientLine and Data File Manager reporting tools provide interactive data visualization with drill down capabilities for customized reporting across all 31 Ohio toll plazas
- Embedded Dispute Manager Service tool provides a streamlined disputes management process

The Business Track Web Portal provides users with convenient links to multiple applications (ClientLine® online reporting, Dispute Manager, and Data File Manager) and features (Account

Maintenance, Resources, What's New, Contacts). Access is driven by profile data the merchants set up for their individual users.

b.	Describe hardware requirements to access the online solution for merchant services.

Response:
The ClientLine® Online Reporting tool provides access to centralized and comprehensive payment processing information which allows you the ability to access and analyze transaction detail by card type from any PC, tablet, or smart phone connected to the Internet. Reports are easily generated and used by data availability across multiple locations or selected groups. You can access information virtually anywhere for greater flexibility and effectiveness in managing State needs.
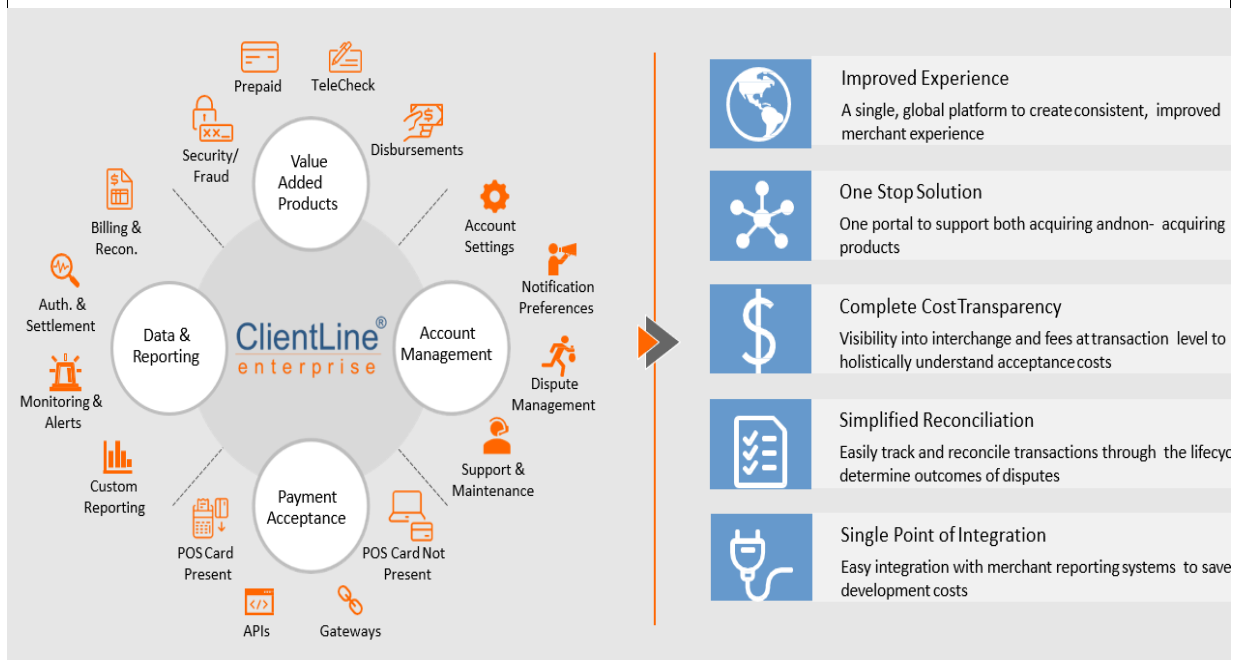
c.	Describe the process to allow users to view merchant accounts online. Detail how the bidder sets up useraccess or how the State Treasurer's staff can manage users.

Response:

Users have the ability to view merchant accounts online once enrollment is complete. There are two (2) ways users are enrolled into the Business Track portal: 1). Self- enrollment; and 2). via the Account Manager. For self-enrollment, the State and its State agencies will be provided with a Business Track Enrollment Guide that provides step-by-step instruction, although the Business Track portal is extremely user friendly.   also have the option to reach out to the Account Manager to complete the enrollment process on your behalf. The Account Manager also has the ability to add products, or update client access levels (location, card level truncation and DDA level truncation) via the Approvals System.

d.	Describe how user levels can be set. Example, one user can view one or two MIDs and other users canview all MIDs under the State.

Response:

To help you report at different hierarchies, ClientLine® can provide reporting at a varying levels depending on business need. ClientLine® also allows user-defined group reporting; the user picks from

the location he/she owns to create custom groups that may be permanent or temporary. Access is granted at any of the mentioned levels to allow users to view only their locations, or particular departments within a corporate office to view only certain regions. This hierarchy is defined up front, so the appropriate chaining convention can be used.

Level Name: State of Nebraska, NSPC
Hierarchy ID: 123456789999
Date Type: Transaction Date
Sort By: Merchant ID, Processed Currency Code, Transaction Date

Location ID	Processed Currency Code	Transaction Date	External MID	DBA Name	Terminal ID	Batch Number	Batch Sequence Number	Invoice Number	Submit Date	Funded Date	Card Type	Cardholder Number
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	127559	09/23/2021	09/24/2021	MASTERCARD	513651******8620
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	4760703	09/23/2021	09/24/2021	MASTERCARD	556920******0082
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	6085547400	09/23/2021	09/24/2021	VISA	453704******8042
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	3387107269	09/23/2021	09/24/2021	VISA	451407******2988
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	3031354608	09/23/2021	09/24/2021	VISA	451993******1574
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	6370678217	09/23/2021	09/24/2021	VISA	440393******5667
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	9409107515	09/23/2021	09/24/2021	VISA	431539******6584
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	0880345785	09/23/2021	09/24/2021	VISA	445256******8609
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	4487235587	09/23/2021	09/24/2021	VISA	423568******8934
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	5856432095	09/23/2021	09/24/2021	VISA	408104******6211
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	2467264343	09/23/2021	09/24/2021	VISA	460108******7087
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	2043473934	09/23/2021	09/24/2021	VISA	441420******6609
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	9337255054	09/23/2021	09/24/2021	DISCOVER	601100******4627
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	1161408769	09/23/2021	09/24/2021	DISCOVER	601100******1583
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	1543960995	09/23/2021	09/24/2021	DISCOVER	601100******5602
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	8374519959	09/23/2021	09/24/2021	VISA	476744******8831
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	0387443543	09/23/2021	09/24/2021	VISA	415417******5620
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	0066537724	09/23/2021	09/24/2021	MASTERCARD	517805******5259
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	5093970946	09/23/2021	09/24/2021	MASTERCARD	537993******6396
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	7426101842	09/23/2021	09/24/2021	MASTERCARD	524936******0016
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	0919900859	09/23/2021	09/24/2021	VISA	479827******7885
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	1159056904	09/23/2021	09/24/2021	VISA	468101******6821
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	7750030949	09/23/2021	09/24/2021	VISA	438482******3596
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	8070727653	09/23/2021	09/24/2021	VISA	405428******9951
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	8113387605	09/23/2021	09/24/2021	MASTERCARD	552815******3985
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	5500143181	09/23/2021	09/24/2021	MASTERCARD	551056******3290
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	0930970507	09/23/2021	09/24/2021	MASTERCARD	523694******0447
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	6786884470	09/23/2021	09/24/2021	MASTERCARD	551010******7369
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	2808677094	09/23/2021	09/24/2021	MASTERCARD	542418******4764
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	127556	09/23/2021	09/24/2021	VISA	443120******3375
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	247470	09/23/2021	09/24/2021	VISA	426938******6108
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	549031	09/23/2021	09/24/2021	VISA	426938******6108
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	4722974047	09/23/2021	09/24/2021	VISA	452088******8735
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	2748621708	09/23/2021	09/24/2021	AMERICAN EXPRESS	373969*****1004
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	1259578184	09/23/2021	09/24/2021	AMERICAN EXPRESS	372261*****5007
12345678890	USD	09/23/2021		Test 123	0MRST	003234232351	0047915709	1702002397	09/23/2021	09/24/2021	AMERICAN EXPRESS	371332*****4009

Transaction Listing North 1

e. Describe how chains/groups can be set up for all MIDs under one agency.

Response:

The ClientLine® reporting tool has the ability to provide reports on refunds, transactions, authorizations, declines (with reason) and chargebacks. ClientLine® online reporting can be setup by location, merchant identification (MID) prefix, chain and master chains.

The group builder module allows user-defined group reporting. In this module, the User picks from the location he/she owns, to create custom groups that may be permanent or temporary.

f. Describe how each agency can have one chain/group that will show on reports.

Response:

The ClientLine® reporting tool allows each Agency to have one chain and/or group to display on reports. Reports can easily be generated using data available by location, selected groups and/or across multiple locations. This allows Agencies to access information virtually anywhere for greater flexibility and effectiveness in managing the State affairs. ClientLine® also allow users to build custom reports based on Agency needs.

g.	Describe how to view and download monthly merchant statements and the formats available from theonline solution.

Response:

The Monthly Statement option allows you the ability to view and download monthly statements via PDF. These statements are available days prior to receiving statements via US postal mail. The proposed online solution offering has a repository that can store reports for a maximum of seven (7) years.

When viewing and downloading reports, the User will enter the ID, select corresponding levels specific to a location or hierarchy level outside of the Users standard view. This ID field is required depending on the level of hierarchy. Users will have the ability to search by:

- Year – Enter the year you wish to view available statements for (up to 7 years);
- Statement Type -Recap or Location

h.	Merchant statements must be provided for each MID monthly, they should include, but not limited to thefollowing information:
	  i. Merchant number;
	  ii. Deposit details (processing date, transaction number, batch amount, adjustments, charge backsand net amount.);
	  iii. Adjustment detail: processing date, batch amount, reason, deposit correction, amount;
	  iv. Authorization detail: number of transactions, amount and authorization fees per card type;
	  v. Other detail: description of item, number, rate/fee and total fee due.
	Bidder should include a sample merchant statement and include a description of any information regarding fields of data on the merchant statement that are not easily identifiable. Describe optionsavailable to receive merchant statements.

Response:

Electronic email, as well as paper statements can be viewed and generated using the ClientLine® reporting tool. Statements are provided for each MID monthly, which includes all of the options described above. The Merchant Card Processing Statement page below, was generated for the State of Nebraska as an example of how the statement paper copy will appear.

 Exhibit -02, Merchant Card Processing Statement, includes the full statement referencing: Summary by Card Type, Summary by Batch, Third Party Transactions, Chargebacks/Reversals, Adjustments and Fees (Transaction/Interchange).

BANK LOGO HERE

4000 Coral Ridge Dr
Coral Springs, FL 33065

YOUR CARD PROCESSING STATEMENT

ABC SERVICES INC.
JOHN SMITH
123 MAIN STREET
ANYTOWN NY 12345-6789

Page 1 of 7	*THIS IS NOT A BILL*
Statement Period	04/01/21 - 04/30/21
Merchant Number	123456789995
Customer Service	Website - www.businesstrack.com Phone - 1-877-274-7915

SUMMARY An overview of account activity for the statement period.

Page		Description	Amount
Page	2	Total Amount Submitted	$108,747.99
Page	4	Third Party Transactions	-$9,777.52
Page	4	Chargebacks/Reversals	0.00
Page	4	Adjustments	0.00
Page	5	Fees	-$338.89
Page	6	Interchange	-$1,041.48
		Total Amount Processed	**$97,590.10**

| i. | Describe how adjustments are reflected on the Merchant statement and provide an example. |

Response:

Adjustments are reflected within the ClientLine® reporting tool featured under the Adjustments section of the monthly statements tab. The Adjustments section includes: amounts credited to/or deducted from the State and/or its Agencies account to resolve processing and billing discrepancies. Also, if applicable, the statements section will show the date the adjustment was completed and a description of the adjusted amount. Below is an example of what the User will see when viewing the Adjustments.

ADJUSTMENTS	The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.	
Date	**Description**	**Amount**
	No Adjustments for this Statement Period	
Total		**0.00**

| j. | Describe the ability to email or mail invoices for merchant fees at the request of the merchant. |

Response:

Clients may request to set up "Remit Billing" which is a process whereby Client fees are not systemically debited from their account each day or at the end of each month. Clients who are set up on Remit Billing are sent an invoice at the appropriate intervals and are required to provide a separate form of payment within 30 days of receipt. Invoices can be mailed and emailed to the client for payment. Remit billing setup is finalized for each agency during deployment.

| k. | Describe the ability to run daily or monthly reports and export reports in an excel format. |

Response:

Through the ClientLine® Reporting application, the State and its Agencies have the ability to generate a variety of reports on demand or reports scheduled. These reports can be generated daily, weekly, monthly, quarterly, and annually in a variety of formats, including, but not limited to: Microsoft® Excel, PDF, HTML, and comma separated values (CSV). The State and its Agencies have the ability to augment standard print or email of monthly statements via the user-friendly online tool when determining the level of granularity you require on major transaction types such as:

- Credit
- Debit (PIN and PINless)
- EBT (Electronic Benefits transfer)Check
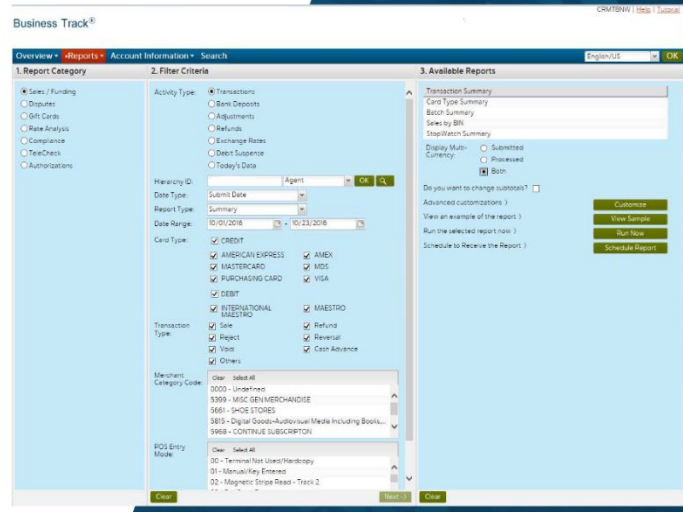- Alternative Methods of Payment (AliPay, China Union Pay, etc.)

In addition to reports, ClientLine® Reporting offers search capabilities that allows you to perform specific queries using reference numbers, card numbers, dollar amounts, date ranges, etc.

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The Reporting Wizard shown below includes the various search options available when running reports.

ClientLine Reporting

Reporting Wizard

- Simple User Interface to driver user to reports they need
- User chooses filter criteria based on the information they need
- Wizard generates list of reports based on the criteria selected; Removing the need to look through lists of reports
- Preview, Customize, Run, and Schedule functionality from a single screen
- Ability to see multi-currency data in a single report
- Ability to see currency conversion (if applicable Submitted vs. Funded currency pairs)

I.	Describe the process to retrieve individual transaction details. for integration into NGPC softwaresystems via web service.

Response:

The SnapPay API offers a single front end entry to the Automatic Clearing House ("ACH") and credit/debit card payments using multi-channel integrations such as: E-commerce, Mail Order Telephone Order (MOTO), Card Present and more. SnapPay provides access to PCI P2PE validated devices. These devices enable the most secure payments and the most extensive PCI Compliance scope reduction. Hosted iframe tools are also available to enhance ecommerce applications with secure tokens to keep web servers from ever encountering an account number. The SnapPay API includes pre-built hosted payment pages designed for Managed Service (Convenience) Fees, as well as an Electronic Invoice Payment Portal ("EIPP") as well as offers access to the dedicated development team of experts to assist the State and the State Agencies.

One Connection to Fiserv through the Cloud, and We Connect You to the World
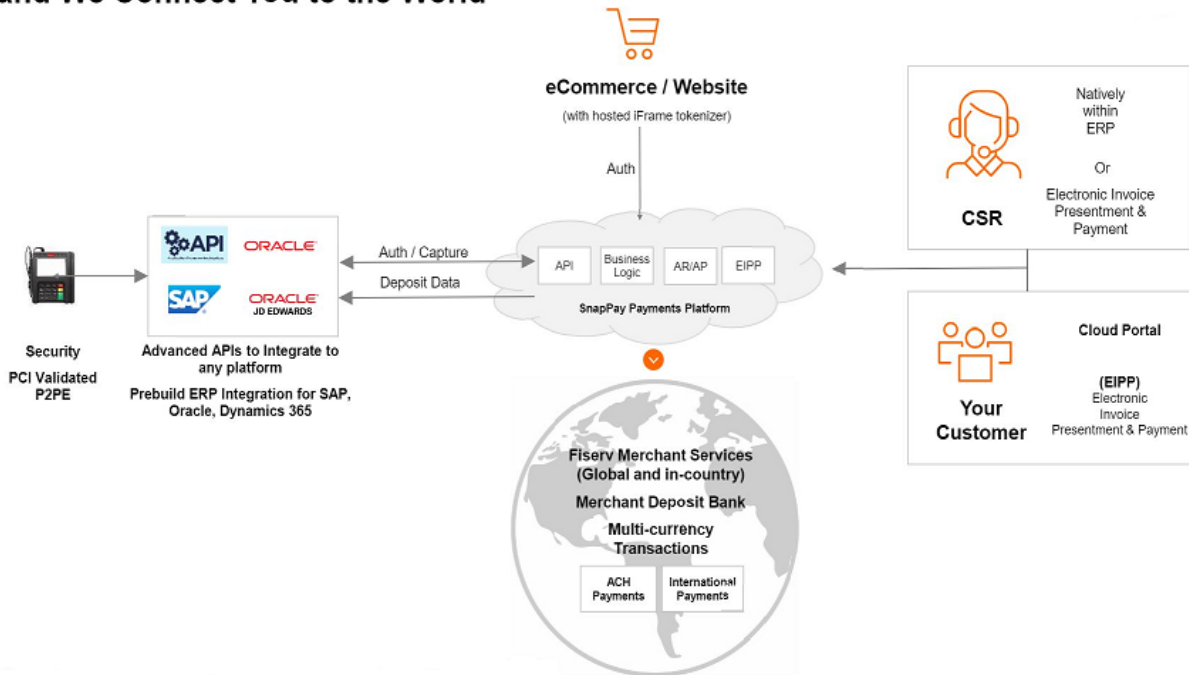
m.	Describe the ability to access reports and integrate into the NGPC software systems via a web service.

Response:

The proposed solution provides access to one of the most robust and merchant-friendly reporting solutions in the payment processing industry. Reports are easily integrated into the State's software systems. This web-based reporting tool contains over 80 prebuilt reports. The State or State Agencies will have the ability to generate a variety of reports on demand daily, weekly, monthly, annually, etc.by card number, date, location, and Merchant ID in a variety of formats including, but not limited to: Microsoft® formats (Excel, Word), PDF, and comma separated values (CSV). You will have virtual access to an unlimited number of customized reporting options.

The proposed reporting tool has the capabilities to deliver daily raw data transaction files via a dial-up connection, VPN, or mainframe-to-mainframe connection to merchants upon request (i.e., FTP). The raw data file allows Agencies to import transaction level detail into their Agency system. This provides the freedom and flexibility to warehouse data and develop reports based on specific needs. In addition to the reporting feature, ClientLine® offers "action queries" which allows specific searches online to be performed such as: Interchange Qualification, Bank Deposit and Card Usage History.

The combination of these reports and action queries within ClientLine® allows for a robust reporting package that merges the need for standardized ad hoc reporting capabilities. Once custom report requirements are defined, a project request is submitted through the Account Manager.

n.	Describe the ability to search for credit card transaction(s) or refunds by merchant number, credit card number (using a portion of the credit card number {example: first 6 and last 4 or first 4 and last 6}, dollaramount or date range. Search results must include transaction date and

authorization number.

Response:

To search credit card transactions or refund by merchant, the User will use the selected Search feature to assist with any research activities. Whether it's researching cardholder activity or looking up information on one of the State outlets, designed to assist with researching needs.
Enter ID and select corresponding level if you would like to search for a specific location or hierarchy level outside of the standard view. Additional transaction features to search by include:

- Card Number/ Invoice Number/Token

- Date Range/Date Type (Submit Date, Transaction Date)
- Amount Range
- Card Type (Both, Credit, Debit)

When searching by the cardholder number either the full card number or just the last four digits needs to be entered (ex. 1234567891234567 or *1234).

Click on Cardholder Number hyperlink to view Credit Transaction Detail. This will include the date and authorization information for the transaction. When the End-User logs onto the ClientLine® online reporting
portal, the search option is selected and the following screen appears:

There are two ways to perform a Card Search:
 1. Cardholder Activity
 2. Card Issuer Information

The search feature details each occurrence based on credit or debit card numbers over time, the card number entered, and the specific time period selected. Once the selection is completed, the End-User can generate a report to assist with researching needs. There are five (5) card search options when

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generating reports:
1. Transactions
2. Authorizations
3. Chargebacks
4. Retrievals
5. Gift Cards

o.	Describe how to search by card number, batch number or batch total.

Response:

The search by card feature for, card, batch and batch total numbers for the State and its Agencies can be achieved via the ClientLine® online reporting portal as described in answer N above. Similar to credit card transactions, which includes searching by refunds by merchant number, credit card number (using a portion of the credit card number. dollar amount, or date range), the same search rules would apply.
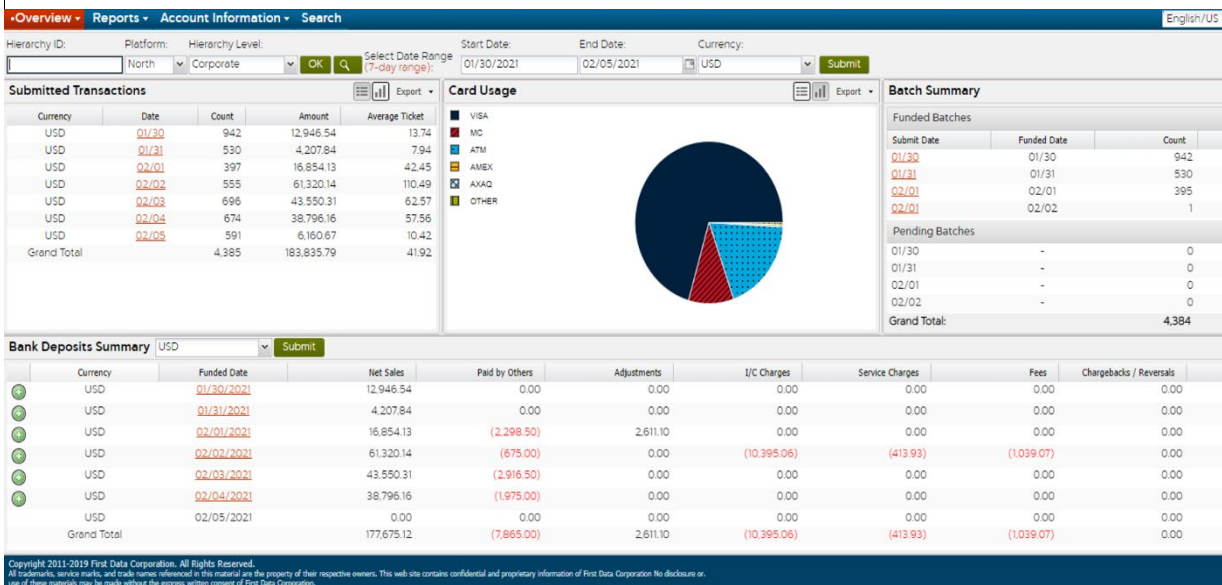
The Batch Summary feature can be found under the Business Track section of ClientLine®. The reporting dashboard displayed below includes the count and amount breakdown by batch for transactions processed over a seven (7) day period. The breakdown shown includes funded batches vs. batches pending funding to the Merchant's bank account. The State and its Agencies can adjust the date range to view previous batches.

The State has the ability to export the data into a searchable spreadsheet where they can search by batch total and batch number.

p.	Describe the transaction retention period. The State requires a minimum of 13 months.

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Most historical ClientLine® online reporting data is readily available to merchants for summary data for a period of twenty-five (25) months, archive data for a period of twenty-four (24) months. Additional transaction data is kept off-site for a period of one year per Fiserv or as long as the Visa/Mastercard brands require. Upon request, the Account Manager can retrieve up to seven (7) years of transaction data.

q.	Describe the capability to search on a date range. The range must include specific criteria such as beginning date, ending date and by a specific month. The minimum search criteria must include the time,account number, order ID, MID, transaction date, authorization number, amount, card type approvals anddeclines.

Response:

The reporting tool has the capability to search criteria based on the time,account number, order ID, MID, transaction date, authorization number, amount, card type approvals and declines as well as much more:

The search criteria(s) highlighted below details the following results:

- **Date Range** -Reports can be generated and filtered by time/date range configurable down to the minute.
- **Selected Locations** – The State or it's Agencies will have the ability to generate and use data available by location, selected group type or across multiple locations.
- **Drill Down Capabilities** – ClientLine® offers "action queries" that allow you to perform specific searches online, review information such as downgrades, Interchange qualifications, bank deposit and card usage history.

Fiserv Takes Reporting to the Next Level

- Normalize domain models and access hierarchies across various platforms
- Self-service experience through a single API entry point
- Enhanced reporting exists within the already established ClientLine platform
  - Unifies multiple hierarchies, outlets, and terminals into a single access point
  - Capability to drill down, slice and dice the data, in a clean, easily viewable format
- Reconcile authorizations versus settlement, settlement versus batch, chargebacks and more, are not at the fingertips of the user (coming soon)
- Download options conducive to the client's environment
  - S3 bucket, Dropbox, Single File Transfer and more

The combination of reports and action queries within ClientLine® online reporting tool allows for a robust reporting package merging the need for standardized reporting with ad hoc request capabilities.

r.	Describe the ability and the process to initiate manual authorizations and manual credits.

Response:	

Fiserv supports the ability for Agencies to perform manual authorizations, transactions and credit. The process of completing manual authorizations and manual credits is dependent on the gateway and device being used.

Additionally, Fiserv provides a voice authorization transaction processing system in which the cashier calls an 800 number and manually keys the transaction data into a Voice Response Unit system. Stand-alone, cellular-enabled POS terminals can be used as a backup solution.

s.	Describe the process to return or refund all or part of an order.

Response:

The proposed solution supports a variety of ways to refund a transaction, both through an API and Administration portal. Once an authorization is executed, a transaction ID is assigned. Prior to the daily settlement, if a merchant wishes to return the money, they can issue a void against that transaction ID, which immediately cancels the authorization and the corresponding hold on the customer's account. *Note:* that not all issuing financial institutions support voids. Once a settlement occurs (or if a merchant doesn't wish to immediately release funds), a refund can be issued against the transaction ID, which will return the funds back to the customer's account, following the standard settlement times.

If a partial refund is desired, a refund can be issued against a transaction ID for an amount less than the original amount. Fiserv will keep track of the total amount refunded and will prevent a refund greater than the amount that's part of the transaction ID.

The process of completing a refund depends on the gateway and device currently in use.

t.	Describe the ability and procedure used to void an order.

Response:

When an authorization is executed, a transaction ID is assigned. Prior to the daily settlement, if a merchant wishes to give back the money, they can issue a void against that transaction ID, which immediately cancels the authorization and the corresponding hold on the customer's account. *Note:* Not all issuing banks support voids. The process of completing a void is dependent on the gateway and device currently in use.

u.	Describe how the agency can review user access to the online solution. Allowing agency managers to view employee access and terminate access with role or staff changes.

Response:

The assigned Account Manager manages User access via the Business Track reporting tool. The State would work with the Account Manager to update or terminate access. If using the SnapPay solution, user access is role-based and can limit or enable permissions to both users and groups. If using a third party gateway, user access would be dependent on the gateway and the State would work with their Vendor contact to make any necessary changes.

FR 5 – Transaction Batching, Authorizations, and Processing

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a.	Provide a diagram reflecting the processing of a credit card transaction beginning with the point of sale (either internet or terminal) to the deposit of funds. The diagram must indicate the functions performed by the contractor and those performed by others including subcontractors along with dates when each function occurred.

For Managed Service Fees (MSF): The above flow represents functions performed when the State utilizes the suggested SnapPay Gateway.

Example FR 5-1- SnapPay Solution Flow. The Certified Vendor Flow, as seen below, represents processing utilizing a certified vendor terminal or gateway.
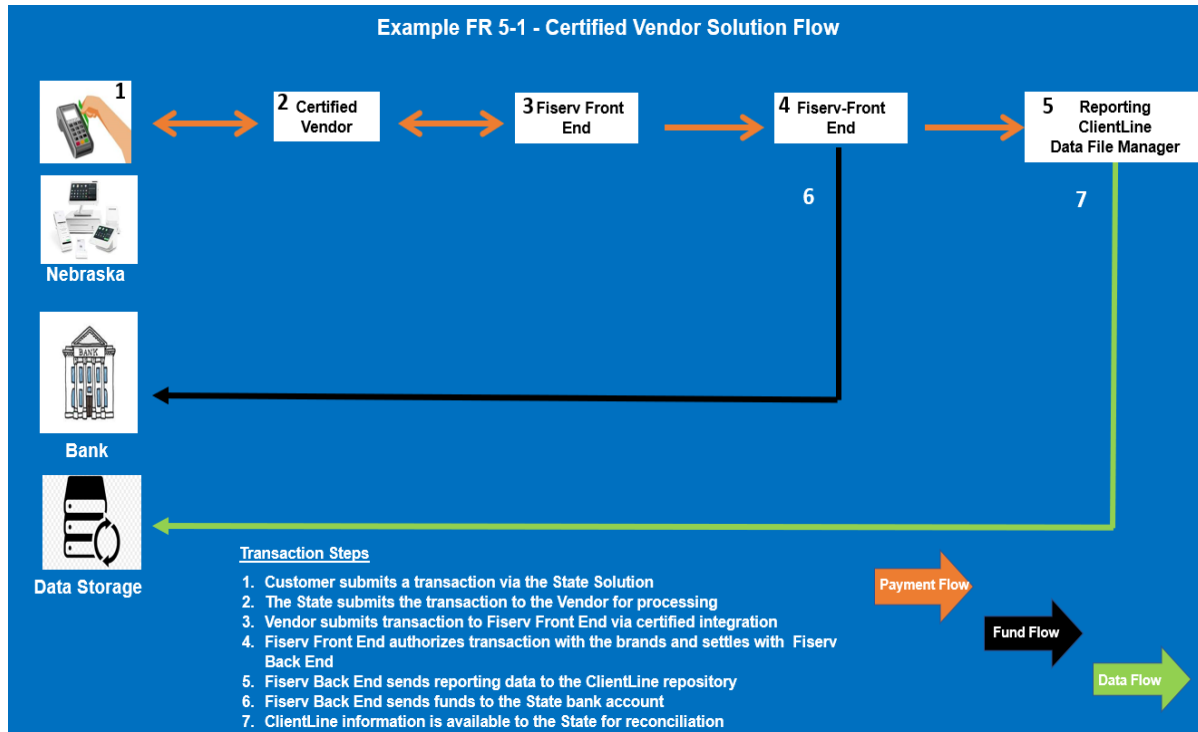
- The terminal/gateway sends a request to the contractor's front-end authorization platform;
- Fiserv sends the request to the appropriate authorizer;
- The authorizer searches its records to determine if it is approved or declined;
- The authorizer sends the approval or decline code and the response or reply, back to contractor;
- Fiserv records the code and other data then sends the response to the terminal/gateway; and
- Lastly, the terminal/gateway prints the receipt and sends the end of transmission to Fiserv; this process takes as few as 4 seconds.

Example FR 5-1- SnapPay Solution Flow
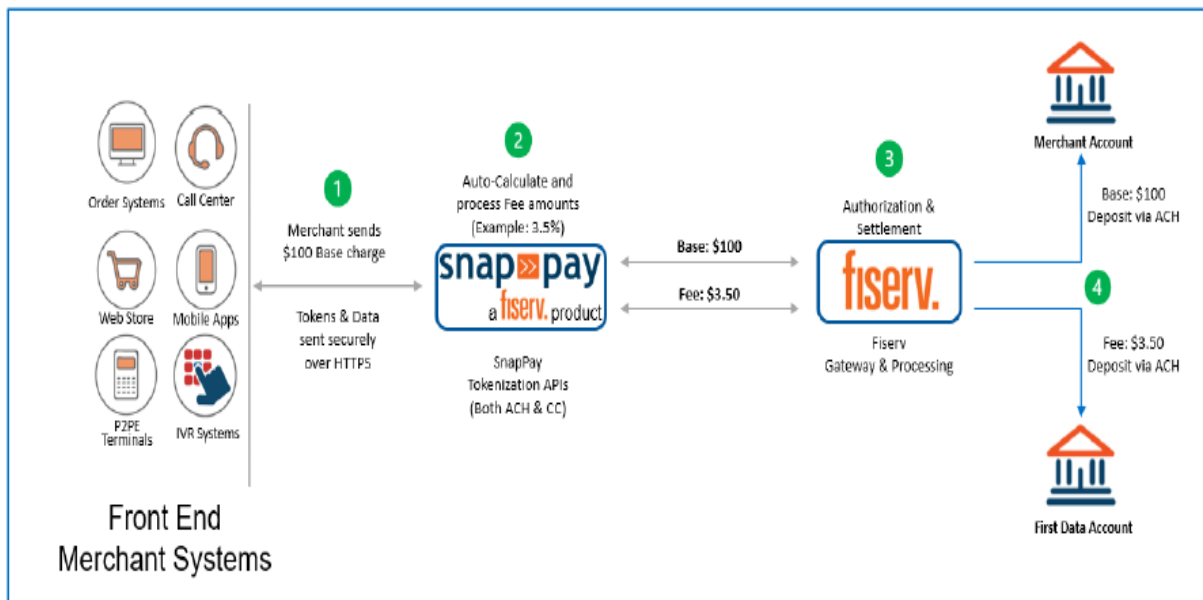
Throughout the day, all transactions are logged and stored until the settlement time established by the client. The files are forwarded to the contractor's backend processing platform. The backend processor sends the files via ACH to the Federal Reserve. The Federal Reserve distributes funds to the bank. The bank distributes funds to the merchant's account.

Example FR 5-1- Certified Vendor Solution Flow. The Certified Vendor Flow, seen below, when utilizing one of the many certified vendors.

Example FR 5-1 - Certified Vendor Solution Flow

Transaction Steps
1. Customer submits a transaction via the State Solution
2. The State submits the transaction to the Vendor for processing
3. Vendor submits transaction to Fiserv Front End via certified integration
4. Fiserv Front End authorizes transaction with the brands and settles with Fiserv Back End
5. Fiserv Back End sends reporting data to the ClientLine repository
6. Fiserv Back End sends funds to the State bank account
7. ClientLine information is available to the State for reconciliation

b.	Describe available government discount rates are available and explain how the State can qualify.

Response:

Comprehensive guidance is provided to government agencies in support of discount rates and ongoing support of compliant procedures for the assessing and processing of Managed Service fees. If implemented, the State nor its Agencies will not incur any gateway, transaction, or Interchange and assessment fees charged by the card brands.

Fiserv has a Managed Service Fee model (convenience fee), that adheres to the rules and regulations of card brands. The specialized team dedicated to support the State of Nebraska will handle all aspects of servicing, processing, setup, and the collection and administration of the convenience fee account(s) for the State and its Agencies.

Managed Model:
- The State never has to deal with the service/convenience fee funds.
- The only funds the department will see; will be the transaction of the payment.
- The State or its Agencies will not incur gateway fees, transaction fees, or Interchange and assessment fees charged by the card brands.
- The managed service (convenience) fee for the transaction will go into a DDA account owned by Fiserv.

- All of the payment card processing fees will be withdrawn from the DDA account owned by Fiserv.

The Visa Partner Program ("VPP") and the MasterCard Participating Program ("MPP") are programs unique to each Merchant. Merchants can only be set up for one program per card brand. Below is a list of
additional program availability:

- Visa Utility Program
- Visa Debt Repayment Program
- Visa Performance-based Fee Structure (Retail and Supermarket Tiers)
- Visa Government and Educational Payment Program
- Visa Government to Government (G2G) Program
- Visa Member Supplied Fee Program (MSI)
- Visa Co-Brand Interchange Programs
- Visa SIGIS IIAS Certification
- Visa VPP Interchange Program
- MasterCard Tier Threshold Programs
- MasterCard Charity Interchange Programs
- MasterCard MPP Interchange Program

The Visa Government and Education Payment Program allows participating merchants to assess cardholder fees on approved transaction types. The program allows a variable or a flat/fixed service fee on Visa consumer debit, Visa consumer credit, and Visa commercial products. This fee is called a Service Fee. This is not a Convenience Fee as the rules differ for a Service Fee. Only merchants enrolled in the Visa Government & Education Payment Program may implement this Service Fee model.

Eligible Merchant Category Codes are defined below:
- 8211 – Elementary and Secondary Schools
- 8220 – College Tuition
- 8244 – Business Schools
- 8249 – Trade Schools
- 9211 – Court Costs
- 9222 – Fines
- 9311 – Tax Payment
- 9399 – Miscellaneous Government Services

c.	Describe any program(s) that would assist agencies to use best processing practices to avoid downgraded transactions.

Response:

To assist Agencies with best processing practices when avoiding downgraded transactions, Fiserv hosts webinars to review new information with Merchants directly. Typically these webinars are scheduled to be released during Spring and Fall. However, special initiatives may warrant additional webinars. Webinars allow Merchants to learn about upcoming changes and ask questions in real-time.

Internal Interchange Monitoring. Recognizes and addressed the needs for a system capable of merchant-level monitoring of Interchange by creating a patent-pending, web-based analysis tool called Interchange Management System ("IMS").

IMS. Is a powerful web-based application that offers users the ability to quickly and easily monitor Interchange performance. IMS is capable of generating a series of alerts based on historical trend comparisons that identify analysis of qualification shifts resulting in increased Interchange costs. The alert reporting functionality of IMS displays the origin of adverse shifts in Interchange performance down to the merchant location level.

IMS also allows for the review of Visa/Mastercard reclassification advices. The IMS reclass report details critical reclass information such as sales and transaction totals that reclassed to and from Interchange categories, including incremental Interchange cost. IMS allows for Interchange analysts to quickly view daily qualification statistics and recognize abnormalities that may exist.

Relationship Support. In addition to the technological tools used to manage Interchange, Fiserv Customer Relations Support personnel have the knowledge and capabilities to not only provide ad-hoc reports focusing on Interchange Management but truly serve as a consultant offering you recommendations for expense reduction related to Interchange.

As part of Fiserv daily Interchange Management or Quarterly Review process, any and all recommendations to reduce the costs associated with Interchange, rather its downgraded transactions or opportunities to improve qualification, the Agencies are notified immediately. Additionally, Level 2/3 discount interchange rates are available when using the SnapPay API.

Fiserv will provide you with monthly/quarterly and annually Interchange Analysis Reports. These reports are extremely useful because they show Visa®/MasterCard® transactions by the specific Interchange category.
The effective Interchange rate and average ticket are shown for each category. The report also details the downgraded transactions. Finally, the report produces an overall Best Qualification Rate which shows the percentage of all transactions that qualified for the best possible Interchange rate. Typically, Fiserv customers qualify over 99% of their Visa/MasterCard transactions for the best possible rate(s).

d.	Describe the ability to identify and eliminate duplicate transaction and batches, how is the notification provided? Detail how duplicate batches are handled and how notification is provided.

Response:

Fiserv detects duplicate transactions based on order number. If a duplicate order is placed, the gateway will detect and reject duplicates. A separate API will be provided to show the original order status.

The State or its Agencies will determine the applicable duplication lockout time window.

Duplication is detected at the settlement layer which automatically checks for duplicate transactions. As part of the duplicate detection, a repository of transactions is maintained of each settled transaction, which is then matched against a prior transaction to ensure the same transaction criteria has not been processed. If a match is detected the transactions are rejected from the settlement.

The same procedure is followed to eliminate duplicate transactions regardless of the card brand (i.e. Mastercard, Visa, American Express, Discover and PIN-debit card types).

Once a reject is detected in the system, a notification is sent to the email address on file. Additionally, a Root Cause Analysis is completed if the settlement issue occurred at the settlement layer.

e.	Provide a list of all card brands supported and any details regarding those card brands.

	Response: Fiserv supports the following forms of electronic payment: Visa®, Mastercard®, Diners Club®, American Express®, Discover®, JCB®, Internet Payments, Payroll, Debit, Electronic Benefits Transactions (EBT), Private Label, Stored Value (Gift), Loyalty Programs and more.
f.	Describe the batch transaction process. Detail any limitations on the number of transactions in a batch or the number of batches submitted in a day per Merchant ID Number or Merchant Chain.
	Response: The Fiserv batch interface allows the State to integrate payment functionality via an off-line mode. This interface can be used by any integrator which does not require a real- time response to an authorization request. In order to transmit batch files, the State or its Agencies must first contact customer service and request a File Transmission Protocol ("FTP") Account designated to send and receive files to a Secure FTP (SFTP) site. There are no limitations on the number of transactions processed daily. Depending upon how authorizations are obtained. EDC Batch file has a limit of 999 and PTS has a limit of 999,999. Automatic batch closures will be determined by the State and configured on a MID by MID basis.
g.	Describe the ability to offer both real time and batch processing. Provide details for both options.
	Response: Fiserv supports real-time authorizations that can be originated from terminals, websites, and many other systems. Most gateways support automatic closure of batch also referred to as auto settlement. If manual batch closing is required, Fiserv supports this feature by API and Web Portal. The services detailed below utilizes information to shape up retry logic in real-time or deferred mode: • Issuer Behavior and Profiling • Payload Optimization to confer to technical specs as issued by network • Account Updater services • Customer Spending Pattern to formulate Deferred Retry **Premium Authorization Optimization (Dynamic Retry, Deferred Retry, Real Time Account Updater** Fiserv works on behalf of the State and its Agencies to formulate the best retry logic for a declined transaction. New PAN\expiry or account closure statuses are promptly provided back to the State and its Agencies to use for their subsequent transactions. The State and its Agencies will decide which transactions should go through Authorization Optimization and which transactions should not. Thus, providing the State and its Agencies with absolute control over the services at the transaction level. With Premium Authorization Optimization, the State and its Agencies will benefit from the ability to leverage the largest segment of acquiring data, formulated into actionable rules. Fiserv has successfully recouped approximately ten (10%) percent of all credentials of all on-file declines. **Batch Account Updater** – This service enables the State and its Agencies the opportunity to inquire on all their customer PAN, in addition to receiving the latest information about new PAN, new expiry or changes in account status (Closed\Contact Customer). In partnership with the State and its Agencies industry best practices will be shared in order to take advantage of this service. Batch Account Updater can provide excellent benefits to merchant-initiated transactions. Fiserv supports Visa, Mastercard, Discover and American Express account updater services.

h.	Describe in detail what transmission methods are available. Describe what monitoring and notification processes exist if a transmission fails.
Response:	

Fiserv supports a 24/7 Network Operations Center ("NOC") which is responsible for monitoring network availability and performance. Since Fiserv networks are designed for redundancy, customers will not experience degradation in service. The redundant network paths is designed for load balancing and hot failover. Although performance may be impacted if one path fails, the systems will continue processing. Authorization systems include hot backup to allow instantaneous recovery into separate physical locations.

In the event the client elects not to have a redundant or backup network solution and a failure were to occur, the Fiserv NOC would notify the customer's designated network operations of the network failure. Fiserv utilizes a client notification system to communicate global-impacting issues to the State. These notifications will be delivered via SMS text or email depending on the preference of the State.

Authorizations are processed simultaneously at the primary and disaster recovery locations. In the event of the loss of either authentication site, customers transparently fail over to the alternate.

Fiserv supports all major data connection methods, individual locations or a centralized corporate location by way of Dial, MPLS, Internet, Gateway and Satellite. For authorizations, an MPLS circuit is recommended for optimal transaction processing performance. For settlement or any other files, Fiserv recommends a leased line using SFTP.

i.	Describe the average time for terminal authorizations for both peak and non-peak hours.
Response:	

The Fiserv network response time shown below includes the communication method in addition to peak vs. normal response times recorded per second.

Average System Response Times (seconds)		
Communication Method	Peak	Normal
MPLS	1.5 - 3.83	1.5 - 2.81
Dial	10.83	8.81

Fiserv average response time is 2.1 seconds. Fiserv achieves this time or better 99.5% on all of the transactions processed. This interval response time is monitored and defined from the time the inquiry is received to the network until the time a response message is issued to the network. However, it does not include any latency to and from the originating POS terminal or register.

Fiserv does not guarantee a minimum response time when external parties are engaged outside of our control, who transmits transactions to the Fiserv network. The response time is dependent on four (4) key factors:

1. Fiserv processing/switching
2. Propagation delay inherent to telecommunications
3. Card Brand/Issuer processing/switching and its' related telecommunications
4. The State and its Agencies equipment and related telecommunications.

The first two factors: The Fiserv processing/switching and Propagation delay inherent to telecommunications are relatively static, show very small deviation, and are within Fiserv control.

The remaining two factors: Card Brand/Issuer processing/switching and its' related telecommunications and the State and its Agencies equipment and related telecommunications, are outside the Fiserv parameters and we cannot effectively measure these factors because we have no control over them.

j.	Describe the average time for internet authorizations for both peak and non-peak hours.

Response:

Fiserv has one (1) of the best network availability statistics in the industry, maintaining a 99.95% or better uptime monthly. Fiserv maintains multiple-site, geographically diverse data centers with each center having the capability to handle 100% of its peak volume. All production systems are maintained in a secure data facility which is monitored 24/7 to ensure continuous processing capability to give the State and its Agencies confidence in Fiserv's ability to process all transactions with speed, accuracy and efficiency.

Fiserv data centers are fully redundant processing platforms offering dual-site, continuous processing capability. The authorization platform consists of numerous platforms installed in geographically-diverse data centers in Omaha, Nebraska and Phoenix, Arizona. These platforms are scalable for ensuring overall transaction processing capacity. With the merger of Fiserv and First Data there will be an additional add of three (3) data centers for a total of five (5) by the end of 2021.

Capacity is maintained well above what is needed within each redundant online environment (terminal-driving and switching). Each online environment runs in multiple data centers. The authorization system is capable of performing, even at peak periods, with the loss of one (1) data center.

k.	Describe in detail the procedures to reverse an incorrect authorization.

Response:

The procedures to reverse an incorrect authorization/same-day reversals, once detected, can be reversed and/or returned through the Merchant's POS terminal, if permitted by the POS application. These reversals/returns are transparent to the cardholder. After an authorization, the cardholder will see reversals or return/adjustments on statements if the transaction was not performed on the same day. Each issuer varies in time period until reversals are adjusted and credited back to the cardholder's account. If the POS system used does not allow for authorization reversal, then the cardholder's issuing bank must be contacted immediately.

Once an authorization is run, a transaction ID is assigned. Prior to the daily settlement, if a merchant decides to return money, they can issue a void against that transaction ID, which immediately cancels the authorization and the corresponding hold on the customer's account. *Note:* not all issuing banks support voids. Once the settlement occurs (or if a merchant doesn't wish to immediately release

funds), a refund can be issued against that transaction ID, which will return the funds back to the customer's account, following the standard settlement timing. If utilizing the SnapPay API solution, the same process hold true.

If a partial refund is desired, a refund can be issued against a transaction ID for an amount less than the original amount. The total amount refunded will be tracked to prevent a refund greater than the amount of the transaction ID.

While not recommended, for the average merchant, refunds without a transaction ID (sometimes called refund without reference) will be issued. Typically, only a few specialists within a Merchant organization will have this capability. This prevents a malicious user from issuing themselves credits to their own personal cards or other unauthorized behavior specific to transactions.

l.	Describe how to authorize international credit card transactions.
Response:	

Since all transactions are identified as US Dollars, credit cards issued internationally will run through the same rails as domestic cards and settled in US Dollars.

m.	Describe the ability to handle seasonal merchant activity. Do seasonal merchants receive a break inmerchant fees during months there is no activity?
Response:	

The account management team is able set the account to an inactive status after the final batch has been submitted and funded to State's bank account. To activate a seasonal account that have been deactivated, it is recommended reaching out to the Account Manager 2-3 business days, prior to the start of business to ensure activation is complete.
The proposed fee structure is either interchange plus or managed fee for each agency or merchant. In both of those fee structure, costs to agencies are only incurred when charges are processed, so limited or no activity would reduce or eliminate costs to merchant.

n.	Describe what is needed for an agency to set up a seasonal MID. Can a MID be changed to seasonalafter it is already set up? If so, describe what is needed to change a MID to seasonal.
Response:	

For an agency to set up a seasonal/non-seasonal MID, a request for set up will be required and completed. The below requirements must be met to for an account to qualify as seasonal:

- Activity must be consecutive, not sporadic;
- Closed at least one or more months per year; and
-

Lastly, an account can be updated to reflect a seasonal status by sending a request to the assigned Account Manager if the MID has already been created.

o.	Provide the system availability statistics for the last 12 months. Provide the longest period that you were unable to authorize transactions in the last year, including the source of the problem and how long it took to resolve the issue.

Response: Fiserv standard Service Level Agreement ("SLA") for system uptime is 99.95% and measured monthly. Fiserv top of the line systems have a 100% system availability record for both current and past years. Successfully, there has not been any period experienced where authorized transactions were unable to be processed on processing platform.	
p.	Describe the communication options available to advise of system outages.
Response: Fiserv supports a 24/7 Network Operations Center ("NOC") which is responsible for monitoring network availability and performance. Since Fiserv networks are designed for redundancy, customers will not experience degradation in service. In the event a client declines a redundant or backup network solution and a failure were to occur, the Fiserv NOC would notify the customer's designated network operations of the network failure. Fiserv utilizes a client notification system to communicate global-impacting issues to the State of Nebraska. These notifications will be delivered via SMS text or email depending on the preference of the State. Unless a specific path of communication has been established within the written agreement between Fiserv and the customer, notification would be made through the customer's normal relationship management channels with Fiserv.	
q.	Describe when and how often updates are made to the credit card system. What is the average downtime caused by the updates?
Response: There are scheduled maintenance windows for application updates and code changes. The State and its Agencies will be notified of this downtime via bulletins, in addition to the monthly statements generated, Fiserv includes account changes via a newsletter. There are no scheduled network downtimes. System updates can vary in frequency based card acceptance changes issued by the Credit Card Associations and system improvements.	
r.	Describe the methodology to process fuel payments and detail how fuel transaction acceptance variescompared to a regular credit card transaction.
Response: Fuel payments require processing on specific platforms, gateways and devices. Not all solutions have the ability to accept fuel cards. Fiserv has the capability to support full service processing of fuel cards and is currently integrated with the State's existing fuel service Vendor. The State will have the option to allow Fiserv to offer full service entitlement for Wright Express and Voyager cards. Full Service Entitlement includes: Disputes, reconciliation and funding research. Fiserv also offers the State the option for a direct agreement with these established partners. If the State choses the direct agreement, then the fuel cards will be settled and funded by Wright Express and Voyager.	
s.	Describe the methodology to simultaneously process routine credit card transactions.
Response: Authorizations are processed simultaneously at the primary and data recovery locations. In the event of a loss of either authentication site, the State fail over would default to the alternate data recovery	

location. Authorization systems include hot backup to allow instantaneous recovery into separate physical locations.

Fiserv supports a redundant network path for load balancing and hot fail over. In case one path fails, this configuration allows the systems to continue processing.

t.	Describe the ability and the methodology to provide a hosted payment page that is secure and can beredirected from the agency website and is PCI compliant.

Response:

The proposed SnapPay API solution, which is PCI compliant provides a hosted payment page that is secure and can be redirected from the Agencies website. This solution offers multiple variants of hosted payment pages. All hosted payment pages are PCI compliant and returns secure tokens along with the payment data to the merchant. Additionally, each page can be configured to support the name, address data, and up to ten (10) custom data fields. These data fields will be stored as part of the transactional data at the gateway and SnapPay SaaS application levels. Managed Service Fees are also available as part of the solution. SnapPay offers a redirect page, a JavaScript Modal window, as well as an embedded iframe option.

u.	Describe what payment types can be processed on the hosted payment page.

Response:

Credit, Debit and ACH are available via the SnapPay hosted payment pages. Managed Service Fees are also available as part of the solution.

v.	Describe bidder's ability to process NCSPC credit card transactions as described, including any additional process improvement opportunities. Receipt information made on the website is entered by the payor and redirected to the contractor's website and transmitted to the contractor. A report of the previous day's payments is retrieved from the contractor's website and contains an excel spreadsheet with the totals and payors' information (name, phone number, and Agency Related Person(ARP) ID) and a text file is retrieved from their website in a NACHA CIE format that populates database tables withinKidCare.

Response:

The Fiserv gateway allows the State the ability to process standard and custom data fields with each transaction processed. These custom data fields are available for use via a user-friendly web portal. The State authorized user can create and download a custom file at will, with as many or as few of the desired data fields necessary, including a file to include the name, phone number, and ARP ID. This data is also available via API, if direct integration is desired.

Describe bidder's ability to process NCSPC credit card transactions as described, including any additional process improvement opportunities. The automated phone system processes payments in asimilar manner. The payor is assigned a unique bank card ID which identifies his/her payor information. Once the phone system has identified the payor, the payor can proceed to enter their credit card information NCSPC employees log into their website to retrieve credit card payment information forcredit card transactions made by phone. Kiosk bank card payments are retrieved on their website and
the CIE file is downloaded in the same manner as web and IVR payments.

Response:

The Fiserv gateway allows the State the ability to process standard and custom data fields with each

transaction processed. These custom data fields are available for use via a user-friendly web portal.

The State authorized user can create and download a custom file at will, with as many or as few of the desired data fields necessary, including a file to include the name, phone number, and bank card ID/secure token. This data is also available via API, if direct integration is desired.

Describe bidder's ability to process NCSPC credit card transactions as described, including any additional process improvement opportunities. The day the funds are received from the bank and the data is gathered from the terminal and E-Payment website, the payments are posted through KidCare Queue Manager and given the proper effective date. A cut off time of 11 PM CT was established, and funds received at the bank are carried over to the next business day if received between 11 PM CT and12 AM CT. The amounts per the bank information reporting system are compared with the data downloaded into KidCare and statements from the merchant processor and the settlement reports generated by the lone terminal.

Response:

The Fiserv gateway allows the State the ability to process standard and custom data fields with each transaction processed. Data can be sorted and combined on a MID by MID basis, as desired. These custom data fields are available for use via a user-friendly web portal, along with all the standard processing data fields.

The State authorized user can create and download a custom file at will, with as many or as few of the desired data fields necessary, including a file to include the name, phone number, and bank card ID/secure token.

Fiserv is excited to discuss additional options that can improve and/or streamline processes and functionality, as this data is also available via API, should direct integration be desired. This would help automate the reconciliation and data import process. The SnapPay API offers a single front end entry for ACH and credit/debit card payments servicing multi- channel integrations: ecommerce, MOTO, card present and more. SnapPay offers access to PCI P2PE Validated devices, enabling the most secure payments and the deepest PCI Compliance scope reduction. There are also hosted iframe tools available to enhance ecommerce applications with secure tokens and keep web servers from ever seeing an account number.

Describe bidder's ability to process NCSPC credit card transactions as described, including any additional process improvement opportunities. NCSPC also receives receipts from payments taken by acollection representative. The recovery staff member uses a credit card terminal to get immediate approval on the payment. These amounts are later compared to the settlement report credited the following day from the terminal the card was processed on and the merchant's previous day's bank statement. The NCSPC also uses web portal for bank card items that will be applied towards bad debt. NCSPC employees retrieve an .xml file containing all recovery payments made via the web portal.

Response:

The Fiserv gateway allows the State the ability to process standard and custom data fields with each transaction processed. Data can be sorted and combined on a MID by MID basis, as desired. These custom data fields are available for use via a user-friendly web portal, along with all the standard processing data fields.

The State authorized user can create and download a custom file at will, with as many or as few of the desired data fields necessary, including a file to include the name, phone number, and other custom

fields.

Fiserv is excited to discuss additional options that can improve and/or streamline processes and functionality, as this data is also available via API, should direct integration be desired. This would help automate the reconciliation and data import process.

Describe bidder's ability to process NCSPC credit card transactions as described, including any additional process improvement opportunities. NCSPC charges a 2.49% surcharge for web, phone and
Kiosk credit card transactions; however, the surcharge does not apply on debit card transactions and thesurcharge is waived when payments are made via the terminal and recovery web portal.

Response:

The SnapPay solution offering will include registration into the Visa Government and Higher Education program. This will allow the State to offer a Managed Service Fee on all forms of payment types, which can exclude debit at a competitive price point. The SnapPay Managed Service Fee program works in ecommerce, over the phone, and in card present transactions. SnapPay offers PCI Validated P2PE devices for maximum PCI scope reduction, cyber-attack prevention, and enhanced security.

Describe bidder's ability to allow DOR to continue using current contractors, Official Payments and Brown Paper Tickets, including any additional process improvement opportunities. If keeping current contractors is not an option, bidder must provide DOR with a product description, system capabilities, a sample application or website if available for consideration. DOR does not absorb any merchant fees associated with card payments. Bidder must disclose all the potential user fees associated with the transaction processing reporting or file creation for this type of program in the cost proposal of the RFP, including any fees charged to the taxpayer. DOR and the State Treasurer's Office will give final approval prior to solution implementation.

Response:

Fiserv offers two primary options that meet or exceed the State's requirements:

- The ability to support DOR's current environment with new Merchant IDs, keeping the process as it is currently.
- Official Payments are already certified with Fiserv and Brown Paper Tickets are supported as part of the integration.

The recommendation is to transition the DOR to the SnapPay solution. The SnapPay solution offering will include registration into the Visa Government and Higher Education program. This will allow you to offer a Managed Service Fee on all forms of payment desired at a competitive price point. The SnapPay Managed Service Fee program works in ecommerce, over the phone, and in card present transactions. SnapPay offers PCI Validated P2PE devices for maximum PCI scope reduction, cyber-attack prevention, and enhanced security.

Describe bidder's ability to provide DOR the information required, including any additional process improvement opportunities. The card payment origination services transmit payments to the merchant contractor for authorization and processing with funds settling to an account at the direction of the StateTreasurer. Additionally, electronic files containing payment card transactions are transmitted to DOR inthe NACHA standard CCD+ or PPD+ formats. These files will not include any reversal transactions. The vendors also provide a daily report of detailed payment transaction information by Merchant ID with the settlement date. File and reports must be made available for DOR to pick up through FTP viaSecure Socket Layer by 5:00 AM CT on the day following the effective settlement time.

Response:

Contractor (Union Bank) Response:

Yes, in addition to being available through Business Banking Online, these reports can be pushed to the State using SFTP by the time required.

Subcontractor (Fiserv Response):

The Fiserv gateway allows the State the ability to process standard and custom data fields with each transaction processed. Data can be sorted and combined on a MID by MID basis, as desired. These custom data fields are available for use via a user-friendly web portal, along with all the standard processing data fields.

The State authorized user can create and download a custom file at will, with as many or as few of the desired data fields necessary, including a file to include the name, phone number, and other custom fields.

Fiserv is excited to discuss additional options that can improve and/or streamline processes and functionality, as this data is also available via API, should direct integration be desired. This would help automate the reconciliation and data import process.

| ac. | Describe bidder's ability to provide NGPC with the following requirements, including any additional process improvement opportunities. NGPC uses POYNT.net to review all locations via an HTML dashboard. Configurable settings ensure the use of virtual terminals, reports, and electronic receipts. Each location is unique and may have 20 or more users logging into a MID, each with unique user ID's and passcodes. Refunds through the POYNT device are possible via the dashboard or the device that processed the original transaction. Refunds may be less than the original transaction but may not be more than the original transaction. Refunds may be processed through the dashboard by management. |

Response:

Poynt solutions is currently integrated with Fiserv using the Credit Call Gateway and the ability to support this environment if the connection is presently in use. It is recommended to move from the NGPC environment to the SnapPay Gateway with corresponding PCI validated P2PE Devices for ease of use functionality.

Describe bidder's ability to provide NGPC with the following requirements, including any additional process improvement opportunities. NGPC uses POYNT.net to review all locations via an HTML dashboard. Configurable settings ensure the use of virtual terminals, reports, and electronic receipts. Each location is unique and may have 20 or more users logging into a MID, each with unique user ID's and passcodes. Refunds through the POYNT device are possible via the dashboard or the device that processed the original transaction. Refunds may be less than the original transaction but may not be more than the original transaction. Refunds may be processed through the dashboard by management.

Response:

Poynt solutions are currently integrated with Fiserv using the Credit Call Gateway and the ability to support this environment if the connection is presently in use. It is recommended to move from the NGPC environment to the SnapPay Gateway with corresponding PCI validated P2PE Devices for ease of use functionality.

| ad. | Describe the process used to assist the University of Nebraska to connect the POS system. |

Fiserv currently has certifications with the gateways and POS systems being utilized by the University of Nebraska. During the implementation phase the assigned Implementation Manager will work with the State to ensure all gateways connections are complete and POS devices are programmed accordingly.

It is suggested that the University consider the universal SnapPay API to take advantage of additional features that will support the Managed Service Fee program, which eliminates the University's costs for interchange and other processing fees.

ae.	Describe the options available to accept mobile transactions.

Response:

Fiserv supports the use of mobile payment methods as a way for merchants to increase sales volume and market share while minimizing PCI scope and additional expenses. Today, Fiserv can provide access to a suite of various alternative payment solutions through a single integration point. The Fiserv card present and card-not-present environments and platforms support digital wallets, PayPal, Alipay, Apple Pay, Google Pay, Samsung Pay and ACH on file.

If the State wishes mobile application development, the Universal SnapPay API works across all modern devices, including cell phones, tablets, laptops and other devices.

FR 6 – Daily Settlement Report

a.	Describe what time the settlement reporting is available in a method which is easy to use and not requireState staff to look up each individual MID.

Response:

Debit transactions are processed seven days a week. The cut-off time for end-of-day processing is 3:00 pm ET. A daily reconciliation file (user file) is sent to The State and its Agencies each day by 6:00 p.m. ET for debit transactions and is used to do a compare against the posted transactions by the cardholder's host authorization system. Any differences identified are adjusted by you to the cardholders' accounts or charged back.

All of the networks in which the State is connected to and provide settlement reports, as well as files to assist with this process will be supported by Fiserv. Reporting includes break downs by network including volume, fees and Interchange revenue. Additionally, the settlement system provides an accounting function for the exchange of transactions between The State or State Agencies and other financial institutions (ATM activity) and/or merchants POS activity. All of the monetary information that the State receives or sends each day is balanced and reconciled. The end result of this accounting function is a net settlement dollar amount to the State or State Agencies. In addition, all reports and data files are also produced as a result of this process. The net settlement can be positive or negative. A negative net settlement amount means you have a higher outgoing amount than incoming for the processing day. A positive net settlement amount means you have a higher incoming amount than outgoing ticket exchange. The actual transfer of money for debit transactions occurs through an automated clearinghouse (ACH) transfer.

Daily settlement of funds flow via ACH from the account you designate. You have the option of moving funds into a General Ledger ("GLs") for daily transactions, Global/Signature debit funding, adjustments, surcharges, Interchange and billing. Participant Accounting Summary report, which summarizes both

issued and acquired total activity by service class (ATM, POS, etc.), also separating out any adjustments by total debit and total credit by service class for reporting purposes will be provided.

| b. | The settlement report must include the following information: transaction processed date, MID name and number, merchant chain number, and the batch total for each MID. (no bank account numbers should belisted on the reports). Describe the ability and methodology used to comply with the requirements and provide a sample of this report. |

Response:

The State and its Agencies will have access to one of the most robust and merchant-friendly reporting solutions in the payment processing industry. The Web-based ClientLine® online reporting tool contains over 80 prebuilt reports and gives you the ability to generate a variety of reports on demand. You can create reports on a daily, weekly, monthly, and annual basis by card number, date and location, and in a variety of formats – Microsoft® Excel®, Word®, PDF and comma separated values CSV.

For reconciliation, ClientLine® provides access to centralized and comprehensive payment processing information. Reports are easy to generate and use with data available by location, selected groups or across multiple locations. Users can access information virtually anywhere for greater flexibility and effectiveness in managing the State of Nebraska needs. With ClientLine®, you will have the ability to efficiently conduct sales audits, manage processing fees, investigate chargebacks, and reconcile The State of Nebraska checking account.

To help you report at different hierarchies, ClientLine® can provide reporting at a location, merchant identification (MID) prefix, chain and master chain level. The group builder module within ClientLine® allows user-defined group reporting; the user picks from the location he/she owns to create custom groups that may be permanent or temporary. Access is granted at any of the mentioned levels to allow users to view only their locations, or particular departments within a corporate office to view only certain regions. This hierarchy is defined up front, so the appropriate chaining convention can be used.

Report Availability

The ClientLine® Graphical User Interface ("GUI") provides access to over 80 prebuilt standard reports. Listed below is a small sample of the standard reports that are available:

- Transaction Summary
- Batch Summary
- Transaction Listing
- Chargeback Summary
- Retrieval Listing
- Funding Reconciliation
- Bank Deposit Adjustment Detail
- Qualification Analysis Summary

Data File Manager

If the State or State Agencies prefers to download raw data files directly to the State of Nebraska systems. The Fiserv Data File Manager, product provides the user-friendly, web-accessible tools to automate this critical process. Data File Manager brings a best practice approach to this often time-consuming process, with a focus on flexible, self-service capabilities so you get just the data you need, right when you need it.

This self-service, automated toolset allows you to receive raw data files with just the records and data elements you specify, delivered daily or on demand with historical data. Record options include:

- Transaction detail
- Interchange
- Funding
- Dispute and chargeback records
- Summary records by location or for the entire file

Chargebacks with Dispute Manager

Fiserv's Dispute Manager service is a highly secure Web-enabled front-end interface to help merchants and/or customers effectively manage sales disputes (chargebacks and retrievals) with greater efficiency in a real-time environment. This Web-based tool was created to assist merchants simplify back office processing and expedite response time on retrieval requests, as well as improve response times that can result in reduced non-response chargebacks. Dispute Manager can also provide information to merchants to help them gain control of their sales dispute expense management.

Dispute Manager is easy for the State or State Agencies to use and provides the following key features:

- Sends merchants confirmation and acknowledgement that response has been received
- Alerts merchants if all required documentation has not been submitted (can reduce chargebacks for non-response)
- Provides work queues of all outstanding chargebacks and retrievals in need of a response
- Provides the ability to query or sort chargeback or retrieval requests online for prioritization and management of disputes (by cardholder, sale amount, etc.)
- Offers imaged cardholder, bank and other supporting documentation, as well as provides the merchant the ability to scan in documentation to support fulfillment
- Provides the ability to manipulate images, e.g., magnify, rotate, flip, scroll, for optimal viewing capability

- Assists merchant with navigating the Dispute Manager program, and provides educational information that can be updated with new release information through Online Help

Custom reports can be made available according to the State of Nebraska needs. Once custom reporting requirements are defined, the State and/or Agency will submit a project request, and a project manager will subsequently be assigned to assist with the request.

Ad Hoc Reporting

Along with custom reporting development, ad hoc reporting is available via ClientLine®, allowing you to report on virtually any data point or element captured in the database. Many of the States Fiserv serves uses raw data files to download merchant processing activities into the State internal and/or proprietary reconciliation tools. The combination of reports and action queries within ClientLine® online reporting allows for a robust reporting package merging the need for standardized reporting with ad hoc request capabilities.

In addition, the Data File Manager application brings a best practice approach to this often time-consuming process, with a focus on flexible, self-service capabilities so you get just the data you need, right when you need it. Fiserv does not white-label reporting options.

c.	Describe the ability and methodology used to download the settlement report in an excel format as well asany other available formats.

Response:

Reports can be exported to a number of formats, including Microsoft Excel where filters can be used to sort information. Within ClientLine®, users can choose from a wide range of standard data fields to personalize, filter and sort transaction information, ad hoc and scheduled reports. Other downloadable reporting formats include PDF, HTML and CSV files.

Through the online merchant portal, the State and its State Agencies can run a myriad of on-demand reports that will allow you to filter through authorizations, transactions and settlements. The

authorization detail report provides the authorization decline reason codes so the State can understand why transactions were declined.

d.	Describe the ability and methodology used to view all transactions that make up a batch settlement total. Please provide an example.

Response:

The ClientLine® dashboard offers an easy solution to view all transactions within a batch settlement total. You simply click on the batch date under the Batch Summary. You will be taken to a breakdown

Batch File Transactions View

of the batch detail. There is an option in the righthand corner to export to PDF/CSV/EXCEL. Please see the Batch File Transactions View.

The State can also set-up a report to be generated via email or ClientLine® mailbox daily, weekly, monthly.
Please see Reporting Frequency Options.

Reporting Frequency View

Specify Report TYPES/Desired REQUENCY

| Overview ▾ | •Reports ▾ | Account Information ▾ | Search |

> Reports > Schedule Report

You will receive the [Bank Deposit Summary] every [Day ▾] starting on [11/12/2020 📅]

The report will contain information from [11/11/2020 📅] until [11/11/2020 📅]

The report will be provided as a(n) [XLS ▾] file and made available via [Select Delivery Meth ▾]
                                               Email
The name of the schedule will be [Enter Schedule Name]   Report Mailbox

Would you like to be notified when the report is Available? [Select from list ▾]

| e. | Describe the methodology used to create a customized report showing settlement data. |

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Response:

Fiserv supports multiple reporting systems based on Agency needs. Depending on the software and gateways being utilized the solution(s) the data may appear various formats. Below are two examples of the Cardpointe reporting tool, representing gateway reporting and ClientLine® representing processing reporting.

| Dashboard | My Account | Reporting | Virtual Terminal | Catalog | Administration | Support |

Transactions | Gateway Batches | Funding | Chargebacks | Retrievals | Statements

Saved Reports ▼ | Unsaved Report ▼ | Show Filters ▼ | Unsaved

Date ▼ | Location ▼ | Amount ▼ | Method ▼ | Status ▼ | Brand ▼ | Front End ▼ | Entry Method ▼

⬇ Export | Search Columns: All ▼ | Search 🔍

Reporting is available for all transactions that ran in the past year.

🔄 Total Count: 174   Total Amount: $60,473.32

Choose Columns ▼

Search

☑ Transaction #
☑ Location
☐ MID
☐ Serial #
☑ Date
☑ Method
☑ Name
☐ Company
☑ Brand
☑ Last 4
☑ Amount
☑ Auth Code
☑ Status
☐ Parent Transaction #
☐ User
☐ Plan ID
☐ Currency
☐ Tip
☐ Plan Name
☐ Order #
☐ Invoice #

Transaction #	Location	Date	Method	Name	Brand	Last 4	Amount	Auth Code
R196067345665	New England	07/15/2021...	Sale	ENGINEERING SY...	Visa	1111	$107.25	PPS692
R696051245143	New England	07/15/2021...	Sale	ENGINEERING SY...	Visa	1111	$20.00	PPS634
R196055344692	New England	07/15/2021...	Refund	ENGINEERING SY...	Visa	1111	-$64.35	PPS603
R196114244451	New England	07/15/2021...	Sale	ENGINEERING SY...	Visa	1111	$64.35	PPS524
R196050344085	New England	07/15/2021...	Sale	CAPITAL SYSTEM	MC	5454	$120.93	PPS010
R196641239116	New England	07/15/2021...	Sale	ABE MONTEL	MC	5454	$273.62	PPS010
R196241335151	New England	07/15/2021...	Sale	ABE MONTEL	MC	5454	$273.62	PPS010
R196199332119	New England	07/15/2021...	Sale	CUSTOM SOLUTI...	Visa	1111	$5.20	PPS344
R196522232113	New England	07/15/2021...	Sale	CUSTOM SOLUTI...	Visa	1111	$0.14	PPS369
R196292223509	New England	07/15/2021...	Verify	CDI TECH	MC	4209	$0.00	PPS421
R696969223449	New England	07/15/2021...	Verify	CDI TECH	Visa	5165	$0.00	PPS417
R195043382863	New England	07/14/2021...	Sale	NELSON DISTRIB...	Visa	4242	$25.50	PPS081
R695008282841	New England	07/14/2021...	Sale	FINANCIAL SERVI...	Visa	4242	$500.00	PPS080

ClientLine® reporting:

Once the State has selected the type of report needed, the data will appear. There are a variety of options available when viewing or generating reports.
Cardpointe Reporting:

Click on Advanced Customization Button Result: The customize report screen will appear. The fields available in the report selected will appear. The fields can be reordered by dragging the fields above or below in the Columns Present in Report box. Fields can also be removed if they are not needed by clicking on the field name and using the << button.

Customize Report

Available Columns

Column Name

Columns Present in Report

Column Name	Group By	Options
Merchant ID	☐	
External MID	☐	
DBA Name	☐	
Transaction Date		
Submit Date	☐	
Funded Date		
Currency Code	☐	
Sales Count		
Sales Amount		
Refund Count		
Refund Amount		
Rejected Count		
Rejected Amount		
Average Ticket		
Processed Amount		

Back

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FR 7 – Settlement and Availability of Funds

a.	Describe the transaction processing/transmission cutoff times for the Central Time Zone. Describe the process to adjust the nightly settlement time to ensure the settlement report exactly matches daily fundsdeposited into the Treasurer's bank account.

Response:

Transactions are processed based on processing platforms, alliance relationship and products or features used by the State and its Agencies. Once an implementation plan is determined, the State and its Agencies is provided a settlement cut-off time to ensure transactions are processed within the daily funding cycle. The State has the ability to change its settlement time to match the bank's nightly settlement time, but funding may be delayed by one business day.

FR7-01. Funds Availability Schedule. Below includes a payment schedule for debit transactions.

FR7-01. Funds Availability Schedule				
The following table outlines when the Agency customers should expect to receive funds following transaction settlement.				
Agency Transaction Day	**Settlement File sent to Fiserv (Cut-off time before 12:30 p.m. CT)**	**Interchange Processing**	**Fiserv Initiates ACH**	**ACH Posted by Agency Bank to DDA**
• Monday	• Tuesday a.m.	• Tuesday	• Tuesday	• Tuesday
• Tuesday	• Wednesday a.m.	• Wednesday	• Wednesday	• Wednesday
• Wednesday	• Thursday a.m.	• Thursday	• Thursday	• Thursday
• Thursday	• Friday a.m.	• Friday	• Friday	• Friday
• Friday	• Saturday a.m.	• Saturday	• Monday	• Monday
• Saturday	• Sunday a.m.	• Sunday	• Monday	• Monday
• Sunday	• Monday a.m.	• Monday	• Monday	• Monday

Payment for Visa®, Mastercard®, Discover®, American Express®, Diners Club® and JCB® transactions can occur the next business day if you elect a wire transfer option or you maintain a DDA account with one of Fiserv's partner banks and the batch is submitted to us for processing by 10 p.m. CT.

In this Funds Availability Schedule, funding for Fridays, Saturdays and Sundays would be funded on Mondays. Please keep in mind that bank holidays might delay funding.

b.	Describe how MIDs can have different settlement times and how those various settlement times can besupported.

Response:

Fiserv supports different batch settlement times down to the terminal level. For example, if a location has two terminals, batches are able to be closed at different times throughout the day. However, they will need adhere to the settlement cut-off time that will be provided to the State during implementation.

c.	Describe the process used to have transactions settle automatically or manually as selected by theagency and how you support the best settlement time for the agency.

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Response:	

The State has the option to settle their own transactions automatically or manually. The process for settlement will be dependent on the device or gateway being used at each location. During implementation all MIDs will be set up properly to support the Agencies and ensure settlements are received without issue.

d.	Bidders answering questions i. – vi. should assume there are no banking holidays included and Saturday/Sunday are the only non-business days. Bidders should also assume that State Agencies haveeither closed the batches manually in time for bidder's processing cutoff's or are having batches auto- close in time for the bidder's cutoff. Bidders should use this sample calendar dates to provide their answers: • Thursday, October 29 • Friday, October 30 • Saturday, October 31 • Sunday, November 1 • Monday, November 2 • Tuesday, November 3 • Wednesday, November 4
i.	If the transaction is processed and batched on Thursday, October 29, what day and time will funds settle into the State's bank account?

Response:

Funds processed and batch on Thursday, October 29, would be delivered to the bank Friday, October 30, in the AM. Exact settlement time(s) will dependent upon the platforms funding run, which will be communicated during the implementation phase.

FR7.02. Funds Settlement Schedule

Date Payment Processed	Payment Method	Number of Transactions	Amount	Date Settled to State Account
Thursday 29- Oct.				
	American Express	27	32,568.05	Oct 30th
	VISA	370	130,099.82	Oct 30th
	MasterCard	176	69,977.37	Oct 30th
	Discover	22	12,844.61	Oct 30th
	E-check	2405	11,893,528.65	Oct 30th
	Other payment types offered			

ii.	If the transaction is processed and batched on Friday, October 30, what day and when will funds settle into the State's bank account?

Response:

Funds processed and batch on Friday, October 30, would be delivered to the bank Monday, November 2, in the AM. Exact settlement time(s) will dependent upon the platforms funding run, which will be communicated during the implementation phase.

iii.	If the transaction is processed and batched on Saturday, October 31, what day and time will funds settle into the State's bank account?

Response:

Funds processed and batch on Saturday, October 31, would be delivered to the bank Monday, November 2, in the AM. Exact settlement time(s) will dependent upon the platforms funding run, which will be communicated during the implementation phase.

iv.	If the transaction is processed and batched on Sunday, November 1, what day and time will funds settle into the State's bank account?

Response:

Funds processed and batch on Sunday, November 1, would be delivered to the bank Monday, November 2, in the AM. Exact settlement time(s) will dependent upon the platforms funding run, which will be communicated during the implementation phase.

v.	If the transaction is processed and batched on Monday, November 2, what day and time will funds settle into the State's bank account?

Response:

Funds processed and batch on Monday, November 2, would be delivered to the bank Tuesday, November 3, in the AM. Exact settlement time(s) will dependent upon the platforms funding run, which will be communicated during the implementation phase.

vi.	If the transaction is processed and batched on Tuesday, November 3 what day and time will funds settle into the State's bank account?

Response:

Funds processed and batch on Tuesday, November 3, would be delivered to the bank Wednesday, November 4, in the AM. Exact settlement time(s) will dependent upon the platforms funding run, which will be communicated during the implementation phase.

e.	Describe how the State can use multiple settlement bank accounts depending on how the merchantwishes to structure funds settlement.

Response:

Agencies will be set up for multiple DDAs to drive deposits and withdrawals. Agencies can have up to five (5) DDAs on file regardless of the financial institution. The most common is a dual DDA set up where one (1) account is designated for deposits and one (1) account is designated for withdrawals.

f.	Describe how settlement amounts will be listed separately on the bank statement either by chain numberor by MID. Bidders should detail how Saturday and Sunday transaction activity will be listed on the bankstatement (will funds be co-mingled with another day's activity or listed individually). Please provide an example.

Response:
Each MID or chain number will be listed separately on the bank statement as reflected below:

UBT
Union Bank & Trust

```
=================================================================
Union Bank & Trust                    TELEPHONE:402-323-1828
PO Box 82535
Lincoln, NE 68501
=================================================================
    Add security to your business account with e-Statements.  Business
    e-statements can reduce your risk of fraud, through the mail or from
    paper left unattended in an office.  Best of all, they are free!  Cont
    Treasury Management at 402.323.1557 to get started.
=================================================================
                    BUSINESS ANALYSIS ACCOUNT
=================================================================
       DESCRIPTION              DEBITS      CREDITS    DATE          BAL
BALANCE LAST STATEMENT ...........................  05/31/16    215,08
DEPOSIT                                     431.44  06/01/16    215,51
DEPOSIT                                     496.62  06/01/16    216,01
FDMS-SETTLEMENT DEPOSIT 376038601997        123.00  06/01/16    216,13
FDMS-SETTLEMENT DEPOSIT 376038603993        155.48  06/01/16    216,29
FDMS-SETTLEMENT DEPOSIT 376038601997        269.32  06/01/16    216,55
FDMS-SETTLEMENT DEPOSIT 376038609990        288.08  06/01/16    216,84
FDMS-SETTLEMENT DEPOSIT 376038604991        295.24  06/01/16    217,14
FDMS-SETTLEMENT DEPOSIT 376038609990        313.24  06/01/16    217,45
FDMS-SETTLEMENT DEPOSIT 376038600999        334.24  06/01/16    217,79
FDMS-SETTLEMENT DEPOSIT 376038605998        414.03  06/01/16    218,20
FDMS-SETTLEMENT DEPOSIT 376038608992        495.48  06/01/16    218,69
FDMS-SETTLEMENT DEPOSIT 376038604991        608.92  06/01/16    219,30
FDMS-SETTLEMENT DEPOSIT 376038603993        612.05  06/01/16    219,92
FDMS-SETTLEMENT DEPOSIT 376038600999        619.61  06/01/16    220,54
FDMS-SETTLEMENT DEPOSIT 376038605998        663.39  06/01/16    221,20
FDMS-SETTLEMENT DEPOSIT 376038602995        780.07  06/01/16    221,98
FDMS-SETTLEMENT DEPOSIT 376038606996        824.44  06/01/16    222,80
FDMS-SETTLEMENT DEPOSIT 376038602995        837.08  06/01/16    223,64
FDMS-SETTLEMENT DEPOSIT 376038606996      1,067.78  06/01/16    224,71
FDMS-SETTLEMENT DEPOSIT 376038608992      1,201.01  06/01/16    225,91
FDMS-SETTLEMENT DEPOSIT 376038610998      1,563.43  06/01/16    227,47
FDGL LEASE PYMT 052-1093483-000     37.47          06/01/16    227,44
                    * * * C O N T I N U E D * * *
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Subcontractor (Fiserv) response:

The State has the option to decide how funding will be sent to their bank account(s). There are three (3) ways in which funds can be transferred by: location MID, Chain MID and Corporate MID. Activity occurring on Saturday and Sunday will be sent to the banks separately and treated individually.

g.	Describe how the settlement of funds will be made to the State's bank account. State will not accept afunds availability schedule or settlement that would net merchant fees from the daily credit card batch settlements for any State Agency.

Response:

Depending on the State preference, settlements or batches can appear on the State of Nebraska bank statement in one of four ways. **As shown in FR7-03 Bank Statement Appearance Options**. The Roll Up Code Indicator drives how these appear on The State of Nebraska account statement and can be manipulated at any time. This type of change comes as no cost from Fiserv but suggest reaching out to the financial institution to ensure the bank does not regulate the number of debits and/or credits that can pass through the State checking account within a specified date range/timeframe.

Fiserv has variable setups for funding ways including lump sum, break down by type/card. Saturday/Sunday funding is sent and will fund on the following business day but will show in reporting as separate days.

FR7-03. Bank Statement Appearance Options		
Settlements appear on State of Nebraska bank statements in four different ways depending on preference		
l-up Code	Indicator	

Roll Up 0	The State sees every debit and credit transferred to your bank account. It may also increase bank charges as some banks bill a per transaction fee for each entry to the account. Example: $100.00 deposit and $5.00 statement fee each show up as a separate entry.
Roll up 1	The State receives all credits/deposits generated on the same day as one transfer, and all debits generated to their account on one day as a separate transfer by category (fees/discount/Interchange). Example: The Merchant submits deposit in the amount of $100.00 and another for $50.00 but has the following fees. A $5.00 statement fee and $20.00 Interchange Fee, The Merchant sees three transfers – one transfer for the deposit and two transfers for the fees – one transfer for each category.
Roll up 2	Within this transfer, all debits and credits for one day are combined. Example: A $100.00 deposit and a $5.00 statement fee shows as a net deposit of $95.00.
Roll up 3	The State sees every credit transferred to your bank account. All debits are generated to your account on one day as one transfer.

FR 8 – Credit Card Customer Service and Support

a.	Describe how customer support will be available toll-free 24x7x365 to State Agencies. Customer supportmust be able to help resolve terminal, authorization, and transmission issues at a minimum. Provide detailed information about the services offered by customer support.

Response:

Fiserv strategically aligns our services with the needs of the State to simplify and improve the overall experience. The Fiserv collaborative approach to relationship and service management consists of four primary roles, which include: executive sponsorship, senior account executive, account manager and as-needed services.

Additionally, Fiserv offers a truly interactive customer support help desk 24/7 through our call centers. Representatives have online, real-time access to the transaction database as they are processed. They also have access to merchant and terminal profiles that contain the information necessary to provide technical assistance. The satisfaction of the State, its Agencies, and customers are the primary focus of our representatives, and measurable performance standards are in place to provide high-quality assistance.

The Account Executive will manage communications at the State level. The Account Manager will work with States individual departments on a day-to-day operational basis. All assigned individuals are committed to providing a solid solution with excellent delivery and service to the State and they are ready to partner with you to harness the technologies needed to meet your goals. State's assigned account manager will be assigned during the contract negotiation phase.

The State of Nebraska Client Service Operations (CSO) support team assignments will be identified later in the selection process and will consist of the support referenced below. **FR8-01**. **State of Nebraska Service Operations Team Responsibilities.**

FR8-01. State of Nebraska Service Operations Team Responsibilities	
Title	Functional Responsibilities
Senior Account Executive	• Manages contract • Conducts rate/fee inquiries • Owns holistic relationship across verticals • Identifies product solution opportunities • Partners with account manager • Develops and leverages strong, collaborative relationships • Conducts business reviews
Account Manager	• Serves as operational point of contact across all State of Nebraska products • Manages daily State of Nebraska needs • Facilitates operational escalations • Conducts strategic servicing with State of Nebraska communications (Association Release) • Trains customers with new tools/product offerings • Manages projects for strategic initiatives • Updates the State of Nebraska profile information • Focuses on the State of Nebraska satisfaction at the transactional level • Retains expert-level knowledge of systems/tools • Maintains product level expertise • Delivers high-quality service

The CSO support team has additional resources available to assist with product development, front-end authorization network, telecom, network planning/engineering, activations and conversions, settlement, interchange, compliance, retrievals and chargebacks as described in **FR7-05. T**h**e State of Nebraska Additional Help Desk and Call Center Support.**

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FR8-02. State of Nebraska Additional Help Desk and Call Center Support	
Support Teams	**Functional Responsibilities**
Help Desk	Our Customer Services Help Desk will be your first line of contact. A toll-free number allows us route calls through an automatic call distributor (ACD) to Customer Service and Help Desk representatives trained to answer questions pertaining to your specific account. Our client services and terminal Help Desk teams are staffed 24/7 with knowledgeable and experienced personnel. We strive for first call resolution on every call. In the event an issue is not resolved on the first merchant contact, most research and resolution is completed within 72 hours, and the highest priority issues impacting operations are assigned resources first. Our customer service team is focused on the customer experience by measuring your customer's voice through first call resolution and other continuously monitored and analyzed performance measures.
Technical Help Desk	Our Technical Help Desk is truly interactive, operating 24/7. Representatives have online, real-time access to the transaction database as transactions are processed. In addition, they have access to merchant and terminal profiles that contain the information necessary to provide technical assistance. We can also be the first/front line contact point for many POS partners. If the problem is determined to be external to us, our representatives route the caller to the next level or outside contact.
Call Centers	We support primary call centers in Omaha, Nebraska; Hagerstown, Maryland; Marietta, Georgia and Coral Springs, Florida. In addition, we have a small call center presence in Toronto, Canada, supporting our Global Gateway. Some functions are outsourced, as needed.

b.	Describe the length of time Merchant activity (specify by months, days) is available to customer supportstaff and the ability to view and provide batch detail information to the caller immediately. If research isrequired due to older information, what is the time frame the information will be available?

Response:

Fiserv Customer Service Support centers have access to thirteen (13) months of batch detail readily available to assist the State immediately. Customer Service Support has access to summary data for a period of twenty-five (25) months, archive data for a period of twenty-four (24) months. Additional transaction data is kept off-site in a secure location for a period of one (1) year after contract expiration per Fiserv policy or as long as the Visa/Mastercard brands require.

Upon request, your Account Manager can retrieve up to seven (7) years of transactional data. If research is required, we ask for a time frame of 2-3 business days in an effort to gather the requested information.

c.	Describe service/performance level reports for customer service, technical support, ticket resolution,phone authorizations, and merchant onboarding.

Response:

All SLAs are negotiated and mutually agreed upon during the contract negotiation phase. Below are examples of the Fiserv SLAs stages and measurements of performance.

Help Desk
- The response times for selected metrics are as follows:
- Help Desk average speed of answer – 45 seconds or less
- Help Desk Service Level – 80 percent of calls answered within 45 seconds
- Help Desk abandoned rate – Less than 4.9 percent of calls greater than 45 seconds

System Performance Service Levels
- The minimum system performance service levels are:
- 99.95 percent host availability
- 95 percent of transactions processed at the host in less than 3 seconds
- Average time within the host – 3 seconds or less

Notification
Notification is made by the State or State Agencies relationship manager or the business consultant.

Fiserv conducts multiple, on-going satisfaction surveys with all Clients that include major milestones, products, specific transactions and the overall relationship status. Measuring the effectiveness of Fiserv delivery. The Client survey programs focus on Sales, Solution(s), Implementations, Service & Support, and the Overall Relationship.

These survey programs help Fiserv promote a superior Client experience by ensuring the Clients' voices are consistently at the forefront of strategic business decisions, account management strategies, and product and service investments. Executive Leadership, Business Leaders, and their teams monitor results and follow-up with Clients based on the feedback provided.

d.	Describe the process used for notification of scheduled and non-scheduled down time.

Response:

Fiserv supports a formal Issue Management program, administered by the Global Service Desk. Downtime for upgrades and maintenance are scheduled at times with the least potential for negative impact. With Fiserv dual-system redundancy, when one system is brought down for maintenance, the remaining system handles the load with no noticeable impact. Clients are notified of this downtime either through bulletins or Fiserv Documentation.

Fiserv will provide the State with at least ten (10) days' notice of scheduled maintenance window, with the exception of temporary freezes, which are communicated as they are announced. Outages resulting from implementation changes received from third party vendors will be excluded from all SLAs. Fiserv tries to ensure minimal downtime as much as possible when performing scheduled maintenance. Unplanned emergency maintenance is performed when there is a customer or possible customer impacting issue that needs to be remedied or when a government mandate needs to be implemented due to changes in financial laws.

Notification times can vary depending on the nature and severity of the issue. In the event of a disruption, clients can expect to be notified by their Client Relationship Manager as soon as reasonably possible following the event assessment conducted as part of the incident management process.

Fiserv provides Agencies a view of Fiserv's major systems and their current operational status as well as alerting Agencies of upcoming maintenance. With this tool, Agencies can receive updates via email and/or SMS text notification and allows Fiserv to notify clients much quicker for improved awareness of production impacting issues. All Agencies will be setup to receive status updates. Fiserv Operational Status Board.

e.	Confirm bidder will provide an account representative as a single point of contact responsible for the Stateand describe how this position handles escalation of contract related processing issues.

Response:

The State and its Agencies will be assigned an Account Manager as the single point of contact. Escalated matters follow the Chain of Command for problem resolution and escalation as outlined below:

There is a comprehensive Fiserv Escalation Procedures document that is solidified at the time of implementation, enabling the State and its Agencies to have multiple escalation levels.
The Chain of Command for issue resolution is as follows:

- Level 1 – Customer Service/Help Desk
- Level 2 – Account Manager
- Level 3 – CSO Management
- Level 4 – Account Executive
- Level 5 – Vice President of Relationship Management

Issues are logged, managed and escalated using Customer Relationship Management (CRM) tracking solutions. The resource at each level is empowered to engage the resources necessary for a quick and permanent resolution. Issues are assigned priorities with those impacting operations receiving the highest priority.

Service Change Requests:

The State and its Agencies will work with the assigned Account Manager.

Special Project Requests:
The State and its Agencies will work with the assigned Account Manager.

Afterhours and Emergency Support:
Customer Service and Help Desk representatives are available 24/7. Account Managers and account executives are available 8 a.m. – 6 p.m. ET.

f.	Describe how the agencies will be informed of upcoming changes related to terminals, online merchant portal and/or brand regulations.

Response:

Agencies will be informed of upcoming changes related to terminals, online merchant portals and/or brand regulations via the Card brand release. These releases happen during the Spring and Fall in addition to monthly compliance notifications.

Terminal notifications are communicated by initiatives at which time alerts are generated and sent to the

agencies. Fiserv has a dedicated product team that communicates changes and updates for Fiserv related equipment. These notifications are generated from the product team and coordinated with the State of NE should there be an impact to the State.

FR 9 – Chargebacks, Reversals and Refunds

a.	Describe how quickly a merchant is notified of a chargeback once the contractor is notified. Describe theprocess of sending all chargeback information directly to the State agency responsible for the MID the chargeback relates to.

Response:

The State will be notified within 24 hours of the initial dispute notification to Fiserv.

Chargeback Management

Fiserv uses an internal process known as the Integrated Dispute System ("IDS") to provide the most accurate and efficient chargeback processing in the industry. There is a 100% review of chargebacks by a proprietary, expert, business rule-based system (over 100 timeframe and rule edits, by reason code) that encompasses all pertinent Visa and Mastercard rules.

In addition, electronic file handling of case images and data speeds resolution. Prior to a chargeback being returned to the merchant, this expert system interrogates the chargeback against a predetermined set of parameters to determine work-flow resolution and output to the merchant. In some cases, this results in automatic resolution of incoming chargebacks. As part of the business rules and internal procedures, Fiserv validate issuer and cardholder requirements as part of the overall dispute investigation.

The State and its Agencies are required to provide all applicable sales transaction documentation by attaching it to the letter received with the request. If additional pages need to be included, you must ensure the case number is written on each page. The information should be faxed to the number provided on the request letter by the due date. Please retain the fax confirmation for your records.

Merchants will have up to twenty (20) calendar days to respond to the Payment Card Company Retrieval Requests. A second notification request/reminder for fax and Dispute Manager as described below is setup on the 18th day for items not previously fulfilled. Currently, several options are available for the State and its Agencies to receive and respond to retrieval notifications, which are all driven by merchant setup. Those options include fax, electronic file, Dispute Manager, or standard and special delivery mail options.

Incoming merchant responses from electronic delivery methods or fax are received through a network of 24/7 high-speed, high-capacity fax gateways that capture:

- The image sent
- The time the item was received
- The incoming fax number
- Date received

All responses received via electronic delivery, fax, or mail are downloaded into the back office systems for processing. These responses are permanently stored in the dispute management system. Also all

retrieval requests and responses received are subjected to a full end-to-end audit to safeguard the process.

Fiserv also provides confirmation on items received for those merchants that are set up for fax and the Dispute Manager service. If the item is not a valid response; i.e., wrong item, missing values, etc., it will be updated to enable the merchant to provide an accurate response. second notification request/reminder for fax and Dispute Manager as described below is setup on the 18th day for Payment Card Brand retrieval requests not been previously fulfilled for fax and Dispute Manager Merchants.

Dispute Manager

Dispute Manager is a highly secure, web-enabled front-end interface to help merchants and/or customers to effectively manage sales disputes, chargebacks and retrievals with greater efficiency in a real-time environment. Fiserv created this tool to help merchants simplify back-office processes and expedite response time on retrieval requests. The improved response time that Fiserv customers experience can result in reduced non-response chargebacks. Dispute Manager can also provide information to the State and its Agencies to help gain control of the sales dispute expense management system.

b.	Describe what options are available and the process for chargeback information notification back toagencies.

Response:

Merchants are informed of disputed chargebacks either by mail, fax, electronic file or Dispute Manager based on available functionality and merchant setup. A Chargeback Notification form is provided for all disputes adjusted to the merchant, and the debit will appear on the merchant's bank statement as well as other reporting tools. The merchant will have access to this process electronically through the Dispute Manager Service. Reversal of a debit will occur when a remedy has been supplied within the required timeframe.

As part of the business rules and internal procedures, we are able to validate select issuer and cardholder requirements as part of the overall dispute investigation. In terms of reporting, the merchant can utilize the ClientLine® reporting tool, accessible within the Business Track online solutions suite to be notified of disputes that Fiserv was able to reverse back to the issuer upfront, thus avoiding merchant impact financially.

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Business Track Online Solutions Suite

ClientLine Reporting	Dispute Manager	Data File Manager
View payment processing information such as sales, bank deposits, and statements.	Receive, view and respond to chargeback and retrieval disputes online.	Create, test, manage, and generate raw data files daily or on demand as needed.
Tax Center	Alerts	Gift Card Reporting
Access and manage your gross reportable sales reports, and retrieve a copy of your 1099-K.	Receive notifications by email for events related to Reconciliation and Dispute activities.	Access to your prepaid program data.

c.	Describe what assistance or training the agency will receive to resolve chargebacks.

Response:

The following training will be provided to the State and its agencies to resolve chargebacks:

Initial new merchant training
For each merchant, the assigned Fiserv implementation coordinator organizes and schedules new merchant training. The implementation coordinator works with the merchant team to develop a customized training program to address the different needs of the organization, according to function, group, or whatever configuration is needed.

Ongoing training
On an ongoing basis, courses are provided for the ClientLine® Online Reporting, Fraud Management, and Payment Card Program Management, which includes courses on topics such as: Credit Card 101, Interchange 101, and Retrieval & Chargeback basics. The State and its Agencies will receive comprehensive Payment Card Industry Data Security Standards (PCI DSS) training as well.

Fiserv offers a variety of training options to Agencies for products and services provided by Fiserv, including Train-the-Trainer sessions, onsite instruction and Web-based training.

d.	Describe the percentage of chargebacks, received in 2020, that did not require Merchant intervention/involvement that was successfully resolved (the chargeback was reversed). (These would be cases where a transaction was returned as a duplicate charge, but it was clearly evident there was no duplicate charge to customer.)

Response:

Overall, Fiserv is very effective with representments that are processed. The actual percentage of chargebacks passed on to the merchants may vary by merchant type and category. Approximately 9% in retrieval fulfillment on behalf of the merchants, and 4% in disputes. Fiserv current representment

effectiveness rate is approximately 55 % for similar transactions of chargebacks occurring in the face-to-face environment. This number is less significant than in years past because MasterCard and Visa are tightening controls on issuing banks that abuse the chargeback system by sending floods of chargebacks from at-risk card accounts in the hopes of reducing their risk exposure. This is one area where the Fiserv size and dominant presence in the acquiring space to influence rules changes and increased enforcement is a benefit for all state federal and government agencies supported by Fiserv.

Note: Percentages are based on card present transactions for Fiserv overall.

Fiserv uses an internal process known as the Integrated Dispute System (IDS) to provide the most accurate and efficient chargeback processing in the industry. There is a 100% review of chargebacks by a proprietary expert business rule-based system (over 100 timeframe and rule edits, by reason code) that encompasses all pertinent Visa and MasterCard rules. In addition, electronic file handling of case images and data speeds resolution. Before a chargeback is sent to the merchant, this expert system interrogates the chargeback against a predetermined set of parameters to determine workflow, resolution, and output to the merchant. In some cases, this results in automatic resolution of incoming chargebacks. As part of the business rules and internal procedures, Fiserv validates issuer and cardholder requirements as part of the overall dispute investigation.

e.	Describe the methodology used to provide card reversals/chargeback procedures required by DOR. Cardreversals or chargebacks are not to be debited through the banking system. The following steps are to be taken in situations regarding card payment reversals and chargebacks.
	a. The contractor must notify DOR in writing or through a web interface before any action istaken associated with a card payment reversal or chargeback.
	b. The notification from the card service provider must contain the original paymenttransaction information.
	c. DOR will research the payment to determine that the payment has not been refundedand will then send a notice of approval authorizing the card service provider to invoiceDOR for the amount of the payment (net of fees).
	d. DOR will process the invoice and generate a payment to the card service provider.

Response:

Fiserv will work with the State to ensure chargebacks and reversals are invoiced rather than debited from the banking system. Fiserv will work with the State during contract negotiations to ensure that all DOR chargeback and reversal processes and are outlined prior to implementation.

f.	Describe how the State bank account will be debited for chargebacks. Provide an example of how achargeback will be shown and identified on the bank statement.

Response:

Fiserv has the ability to have the chargebacks debited as a separate line item when sent to the bank. The Description Line on the bank statement will state: CCD Chargeback. Unfortunately I do not have an example of this to share.

g.	NCSPC requires that all returns (refunds, reversals and chargebacks) be debits to their bank accountrather than offsetting daily credits, describe in detail how this requirement can be met.

Response:

Fiserv will ensure that NCSPC is set up with the proper roll up codes to ensure debits to the account are not netted from the daily transaction funding.

h.	Explain the arbitration process and the pass-through fees associated with the process.

Response:
Fiserv has an arbitration process in and adhere to arbitration procedures set forth by the card brands. Fiserv can initiate arbitration to Mastercard. The issuer initiates the pre-arbitration for Visa. . Fiserv supports arbitration and allows the cases to go to ruling when Agencies have provided a valid remedy to their disputes. Fiserv does not charge fees to initiate arbitration.

FR 10 – Contract Management

a.	Describe how State Agencies' credit card transaction information will be reviewed on an annual basis.Provide recommendations on how the State Agencies can reduce merchant processing fees.

Response:
The Fiserv Account Manager will meet annually with each merchant in the State portfolio to evaluate credit card patterns such as average ticket size, card brand choice, channel and other available data and then collaborate on a strategy that may be used to aid in minimizing merchant fees.

b.	Describe how new services will be offered to Merchants.

Response:
The Fiserv Account Manager and Fiserv Account Executive collaborate regularly on the existing production performance and outstanding needs for each merchant in the State of Nebraska portfolio. In this regular cadence, the Account Manager identifies enhancements required or technology gaps to be addressed for each merchant and then formulate a solution roadmap or strategy that makes use of all available Fiserv solutions. The Account Manager and Account Executive then meet with the State and the specific merchant to present Fiserv findings and determine if an additional schedule with a new service offering should be incorporated into the Statewide agreement and made available to all merchants for use.

c.	Discuss what key performance measures are tracked and how this information is relayed to Merchant clients.

Response:
All SLAs are negotiated and mutually agreed upon during the contract negotiation phase. Below are examples of the Fiserv SLAs stages and measurements of performance. **Help Desk** • The response times for selected metrics are as follows: • Help Desk average speed of answer – 45 seconds or less • Help Desk Service Level – 80 percent of calls answered within 45 seconds • Help Desk abandoned rate – Less than 4.9 percent of calls greater than 45 seconds **System Performance Service Levels** • The minimum system performance service levels are: • 99.95 percent host availability

- 95 percent of transactions processed at the host in less than 3 seconds
- Average time within the host – 3 seconds or less

Notification

Notification is made by the State or State Agencies relationship manager or the business consultant.

Fiserv has a dedicated team for our "Voice of the Customer" ("VOC") initiative along with the Customer Experience Strategy. This team manages the design, data collection, analysis and communication of the feedback customers provided. Additionally, a transactional outbound phone survey is conducted within 24 to 48 hours of the State and its Agencies/customers call into any of the Fiserv call centers. There are roughly 2,000 surveys completed monthly, as well as monthly VOC meetings with Senior Leadership, Operations, Training, Quality and other areas of the business to discuss trends and results.

Fiserv is deeply committed to customer feedback regarding implementations and solicit feedback via multiple channels starting with the assigned project management team, which oversees the implementation. The project management team utilizes Key Performance Indicators
to measure implementation progress.

d.	Describe how monthly reports will be sent to the contract manager. Two monthly reports are required. First report must include each MID and the transaction volume and counts, including any credits processed. Second report must include each MID and the types of transactions processed. Reports will be sent by the 10[th] calendar day of the following month.

Response:

ClientLine® is a web-based tool, where the contract manager will be able to create/modify reports to be automatically generated and sent via email. Monthly statements, summary (MID/Volume/Count) and detail (MID/Transaction detail) are available online to be downloaded or can be sent via email or paper statement.

In addition to the statements, reports can be generated to include summary or transaction details in CSV, HTML, TXT or PDF format to be received daily, weekly and monthly.

e.	Describe the notification process to the contract manager in the event of a disaster, including the approximate length of time the contract manager will be notified after a disaster occurs.

Response:

If any issues are detected or reported with the service or a customer account, the appropriate Fiserv personnel are notified and work begins to identify, prioritize and resolve the problem. Incidents are tracked and resolved using an issue tracking (trouble ticket) system with each assigned a unique ticket number that is referenced on all related communications. Regular status updates are communicated to designated client contacts according to a defined escalation/priority status.

Timely communication is a critical element in minimizing adverse effects on Fiserv and our clients during any disruption or disaster. Communication methods are in place for use from initial notification through the recovery effort. These methods are used for managing communications to Fiserv staff, clients, business partners, vendors, service providers, processors and regulatory agencies.

In the event of a disruption, the Fiserv Crisis Management and Communications Teams, as well as their designated backups, will take a proactive approach by providing status updates to our clients that address the current situation including any alternate procedures and estimated time to recover operations. Communication methods may include any or all of the following methods:

- Email
- 800 number voice status line
- Fax
- Telephone
- Web Portal
- Regular mail or courier service

The Account Manager will sign you up for alerts via system related issues known as status page.

FR 11 – Compliance Issue Support
a.	Describe how assistance and support will be provided to State Agencies to interpret Card Associationrules and regulations, how will agencies be informed of new rules and regulations.
Response:

Card brands have Spring and Fall releases. Webinars will be set up to review new information directly with the State and its Agencies. however, special initiatives may warrant additional webinars. Webinars allow Clients to learn about upcoming changes and ask questions in real-time. In addition to the Spring/Fall releases, Fiserv provides monthly compliance notifications as well. |
| b. | Describe the process to train and inform agencies on changes and updates to Card Association rulesand regulations, fraud-management and compliance mandates. |
| Response:

The State and its Agencies will receive a notification to join via email. This affords the State and its Agencies the opportunity to participate in a training webinar sponsored by the Fiserv compliance team regarding Spring and Fall releases at which time, the State is informed of all industry changes. |
| c. | Describe the process to assist and support State Agencies in maintaining PCI DSS compliance. Participation in meetings and providing support services as necessary with compliance or data security issues is required. |

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Response:

Fiserv may be a resource for understanding PCI-DSS requirements and can help advocate a merchant's position to the PCI-DSS Council, or the Card Brands, if necessary to assist a merchant.
Fiserv has a growing suite of security products which help customers maintain PCI compliance. Fiserv has the TransArmor Solution. The TransArmor Solution is a bundle of the following products that bring a multi layered approach to a merchant payment card environment.

- TransArmor Data protection provides encryption and tokenization services to help protect card holder data while in motion as well as at rest.
- PCI Rapid Comply is an easy-to-use online tool established to assists level 4 merchants understand, achieve and maintain PCI DSS compliance. The PCI Rapid Comply solution includes a guided, step-by-step SAQ tool help to complete the annual questionnaire with ease, an integrated scanning tool for merchants that are required to pass quarterly scans and comprehensive support available online and via chat, email and phone to ensure questions get answered.
- POS Software Monitor is a downloadable agent for POS systems which performs a series of scans, to identify vulnerabilities, areas of concern and over all network health.
- POS Hardware Monitor is a terminal inventory management tool, which allows the merchant to identify each terminal with its location and validate that it has not been tempered with.
- Liability Wavier is provided up to $100,000 per for an expenses that may be incurred should a breach occur.

d.	Describe requirements needed to add credit card payment options to an agency website.

Response:

After initial implementation, if the State opts to accept the additional payment options, the State will partner with their Account Manager to acquire the necessary addendum/contract as a new payment option which may require a new project/implementation to board within the ecommerce environment.

e.	After a new MID is set up, describe the amount of time to complete PCI requirements before a Non-compliance fee is charged. If there is a time difference per level, detail the time for each level.
Response:	

Once a merchant signs up with Fiserv they have ninety (90) days to become
compliant before being charged a monthly non-receipt of PCI validation fee. There is not a difference in the time period per level.

f.	Currently the State is grouped into three levels for PCI Compliance. State Agencies are a level 2, the University is a level 3 and the State Colleges are level 4. Describe the ability and methodology that will be used to continue these levels of compliance.
Response:	

The PCI DSS merchant level, Payment Card Industry Data Security Standard Merchant level is a ranking of merchant transactions per year. Ranges are broken down into four (4) levels. The chart below represents the four (4) levels of the merchant criteria.

	Merchant Criteria

Merchant Level: 1	Any merchant, regardless of acceptance channel, processing more than 6,000,000 Visa transactions per year. Any merchant that has had a data breach or attack that resulted in an account data compromise. Any merchant identified by any card association as Level 1.	
Merchant Level: 2	1 million – 6 million Visa or MasterCard transactions annually (all channels).	
Merchant Level: 3	Merchants processing 20,000 to 1 million Visa or MasterCard e-commerce transactions annually.	
Merchant Level: 4	Less than 20,000 Visa or MasterCard e-commerce transactions annually, and all other merchants processing up to 1 million Visa or MasterCard transactions annually.	

The Payment Card Industry ("PCI") uses merchant levels to determine risk and ascertain the appropriate level of security for their businesses. Specifically, merchant levels determine the amount of assessment and security validation that is required for the merchant to pass PCI DSS assessment.

PCI Compliance Validation

Clients have two (2) options to achieve their **PCI compliance** status:

1. **Complete their PCI requirements through PCI Rapid Comply (Level 4 only)**

2. **Send in PCI Compliance requirements from a Qualified Security Assessor (QSA) to Fiserv.**

PCI Compliance will contact the assigned AM to notify them when a client is due or past due for their **PCI** Compliance validation. The Account Manager is responsible for notifying the client.

Fiserv recommends utilizing a combination of secure payment tokens and PCI Validated P2PE devices to keep payment cards from ever entering into the State of Nebraska's network, storage systems or other electronic payment environments. The SnapPay universal API works with hosted iframes as well as the above mentioned P2PE devices. Most merchants who completely implement the SnapPay solution choose to use SAQ A for their annual assessment.

g.	Currently the University and the State Colleges provide PCI details through an online portal provided bythe current contractor. Describe how level 3 and 4 Merchants are to provide details relating to each MID's compliance. What options are available to report PCI compliance?

Response:

Fiserv has an expansive suite of security products which helps the States and their Agencies maintain PCI compliance. The TransArmor Solution is a bundle of the following products that bring a multi-layered approach to the merchant payment card environment:

- **TransArmor Data** - protection provides encryption and tokenization services to help protect card holder data while in motion as well as at rest.
- **PCI Rapid Comply**- is an easy-to-use online tool established to assist level 4 merchants understand, achieve and maintain PCI DSS compliance. The PCI Rapid Comply solution includes

a guided, step-by-step SAQ tool help to complete the annual questionnaire with ease, an integrated scanning tool for merchants that are required to pass quarterly scans and comprehensive support available online and via chat, email and phone to ensure questions get answered.

- **POS Software Monitor-** is a downloadable agent for POS systems which performs a series of scans, to identify vulnerabilities, areas of concern and over all network health.
- **POS Hardware Monitor**-is a terminal inventory management tool, which allows the merchant to identify each terminal with its location and validate that it has not been tempered with.
- **Liability Wavier** is provided up to $100,000 per for an expenses that may be incurred should a breach occur.

The TransArmor Support Experts provides assistance when a merchant contacts Fiserv regarding questions about the TransArmor Solution or PCI Compliance questions.

The State and its Agencies Account Manager will work with a Channel Compliance representative on issues related to Credit and Debit PCI-DSS merchant obligations. Which includes:

1) Notification of the merchant's PCI level (based upon previous year transaction counts).
2) Notification of the merchant's PCI compliance obligation (since each level may require difference validation steps).
3) Tracking the merchant's compliance through automatic feeds from the merchant's assessor.
4) Conducting conference calls with the merchants, if requested and desired.
5) Explaining PCI-DSS and PA-DSS compliance requirements, if requested or desired by the merchant.
6) As required, escalating or advocating on the merchant's behalf for matters that should be discussed or addressed with the PCI Council (Visa, MC, etc.).
7) If requested, attending joint conference calls with the Merchant, their Assessor, and if needed, a Visa or MC representative.
8) Monthly and quarterly reporting to VISA, MC, and Discover to help avoid non-compliance fines.
9) Other interventions as requested to help the merchant work towards their compliance obligation.

To assist the Channel Compliance with these efforts or any items that require escalation, Fiserv supports a dedicated PCI Compliance team within its TPO organization.

FR 12 – Disaster Recovery	
a.	Describe how often the disaster recovery plan is tested including but not limited to the data replicationprocess including real-time failover between various data centers.
Response: The Fiserv disaster recovery program is formally outlined in the 2020 Enterprise Business Continuity and Disaster Recovery Standard. Business Resiliency Plans are updated, approved, and tested annually. Simulated exercises are conducted to test and validate all business continuity plans and any associated dependencies. A full-scale test includes full functional test with business end-user validation of connectivity, application functionality, data integrity (if applicable) and event management involvement.	
b.	Describe an incident where the disaster recovery plan was implemented. How long was the disaster recovery solution implemented for? How quickly after the disaster were the credit card transactions processed?

Response:	

This information is considered proprietary. Should the Client be impacted by an incident they would be notified by their Account Manager. Fiserv has a 100 %system availability and has not experienced any period where transactions were unable to be authorized on the proposed processing platform designated for the State of Nebraska.

c.	Describe any instance that the **merchant services reporting** has been down. Describe the disaster recovery solution to implement for reporting.

Response:

Fiserv has no instances to report where reporting has been down. In the event of a full outage, Fiserv has a fully redundant disaster recovery environment in which traffic would be routed to ensure reporting is not down or compromised and available to Clients without interruption.

In the event of a network issue that affects reporting, Fiserv is committed to correcting all reporting errors as soon as the accurate information is corrected and settled with the appropriate networks. Fiserv will create and send the corrected reports as soon as verified and settled.

d.	Describe any instance that **bank reporting** has been down. Describe the disaster recovery solution toimplement for reporting.

Response:

Business Banking Online a 99.95% or better uptime rate monthly.

Busines Recovery Plan Summary

Union Bank & Trust Company was founded in 1917 as the Farmer's State Bank. In 1935, the name was changed to Union Bank, and in 1959, with the addition of trust powers, the company became Union Bank & Trust Company (Union Bank). In 1965, Union Bank was purchased by the Dunlaps, a long-time Nebraska banking family. Now, 50 years later, still owned and managed by the same family, Union Bank has developed into a financially diverse organization serving Nebraskans across the state, as well as the Bonner Springs and Kansas City, Kansas areas. Recognized for our innovation and progressive ideas, we've grown significantly during the past decade, both in size and diversity.

Ensuring business continuity in the event of a significant interruption or disaster is of critical importance at Union Bank.

Policies, procedures, and processes are in place to ensure that essential functions can continue during and after an interruption. The need to implement the plans may arise from natural disasters, system or equipment failures, utility disruptions, or any other number of causes. The goal of our Business Recovery Plan is to return the organization to normal operation levels as quickly as possible following an emergency, business interruption or disaster. The plan will strive to accomplish this objective while minimizing both service disruptions to customers and the organization's financial losses.

Union Bank's Board of Directors is responsible for providing direction and approval of the Business Recovery Policies and Procedures, and for identifying and supporting four key positions to the recovery process: Business Recovery Administrator, Administrator Alternate, Coordinator, and Coordinator Alternate. The Administrator and/or Alternate are primarily responsible for declaring a disaster and determining the level, activating the Business Recovery Plan, identifying the location of the Command and Control Center, and maintaining communication with the Board of Directors regarding updates.

The primary responsibilities of the Coordinator and/or Alternate are to carry out the Business Recovery Plan, supervise and control activities, communicate with bank staff, business partners, and regulators as appropriate. Members of the Executive and Management Committees are responsible for receiving initial disaster notification, activating communications and individual division and department plans, ensuring the plans are up-to-date and effective, monitoring ongoing operations and communicating with the Command and Control Center. The Coordinator and Executive Committee Members are also able to declare a disaster and activate the Business Recovery Plan if the Administrators are not available.

Union Bank has a Business Recovery Committee which ensures compliance with the Federal Financial Institutions
Examination Council (FFIEC) Guidelines for Business Contingency Planning and provides direction for plan update formats, risk assessments, communication methods, testing, and training. A taskforce then carries out the goals of the committee and coordinates all plan updates, testing, and training.

A Business Recovery Plan is in place and updated annually for each department of the bank and is separated into Business Continuity and Disaster Recovery to identify the different actions that must take place based on the level of interruption.

Annually, each department completes a Business Impact Analysis, Business Recovery Risk Assessment, in addition to other regulatory required risk assessments to ensure vulnerabilities are identified and addressed. Critical process testing is required by all business areas which also participation in various formats of Mock Disaster Testing.

The Business Recovery Plan is periodically reviewed by auditors according to the standards established in the Business Continuity Planning Examining Handbook issued by the FFIEC. In addition, the bank is subject to the State of Nebraska and FDIC annual examinations.

Upon declaration of a disaster, Emergency Mode Operations are enacted and a Command and Control Center is set up to facilitate recovery and communications. Union Bank has multiple facilities at which the command center can be located, depending on the scope of the disaster. The preferred order of relocation is documented in the plan.

Technology Center
Industry-standard hardware from major vendors forms the core of our network. Our technology center is maintained in a secure, restricted-access environment with safeguards against intrusion and environmental disruption. In addition, the center is equipped with automated environmental monitoring and alarm tools. If temperature, humidity, or other monitored parameters fall outside of pre-established tolerance ranges, alarms are generated and personnel are dispatched to isolate and correct the problem. Leading technology including virtual servers, disk-to-disk backup, storage area network, and penetration and intrusion detection systems are utilized to facilitate business recovery and network security. Diverse item processing operations, consisting of both branch and remote capture image technology, allow for redundancy and flexibility. A diesel generator is onsite in the event of an external power failure, and is tested on a regular
basis.

Contingency and Backup Procedures
The bank has over 30 locations in Nebraska and Kansas with primary campuses in two metropolitan areas, providing for flexibility in the case of a disaster. Union Bank has established a dedicated Remote Disaster Site to facilitate timely recovery of the network and mainframe in a disaster situation. The entire network is backed up to an electronic storage vault outside of the region periodically throughout the day, and also saved to electronic storage and maintained in two regional locations. Much of the documentation bank-wide is stored in an image format for business recovery purposes and is included in the backup

process. Identified employees have been assigned virtual private network (VPN) access for disaster recovery purposes, which allows offsite access to Union Bank's network. In addition, many applications are browser-based and can be accessed from any facility with internet availability.

Third Party Risk Management
Union Bank utilizes vendor partnerships in a number of different capacities. Through the Third Party Risk Management Process, critical vendors have been identified and their Business Recovery Procedures have been reviewed for adequacy.

In addition, alternate providers and communication methods have been identified in many cases in the event that the primary provider is not available.

Electronic Transactions
Provided the critical nature of electronic transactions in the financial industry, specific alternatives have been established to maintain ability to process these items. Union Bank utilizes the Federal Reserve to process ACH transactions, and redundant tools are in place. In the event that connectivity to the Federal Reserve is unavailable, a relationship has been established with a correspondent bank partner that is able to directly accept and process files. Wire transfers are processed through a third-party provider that also has a direct connection with the Federal Reserve. Multiple alternatives exist should this provider experience an interruption, including using the online systems of the Federal Reserve or correspondent bank partners, and calling either of the above. All of these procedures have been successfully tested and documented.

Conclusion
Union Bank & Trust Company understands that our customers rely on the availability of the services provided, and we have gone to great lengths to ensure that these are maintained at peak availability. Through effective risk evaluation, planning, testing, and training, the bank is prepared to address interruptions with minimal customer and business impact. Our dedication to research and evaluation of solutions with advances in technology will ensure that the effectiveness of the Business Recovery Plan will continue.

Confidentiality Statement
All information contained within this Business Recovery Plan Summary is considered confidential and remains the property of Union Bank & Trust Company. This information is published by Union Bank for the sole benefit of its current and prospective clients. Information in this document is not to be reproduced, distributed, or disclosed to third parties without prior written approval of Union Bank.

Disclaimer
Union Bank reserves the right to revise any of the policies, procedures, and processes described herein at any time without notice. Flexibility of processes and procedures are essential due to the varying nature of disaster situations which may dictate a different response than described in this document.

FR 13 – Online Bank Reporting	
a.	Describe how a secure online solution to view bank activity can be provided.
Response:	
Business Banking Online (BBO) gives you control over your bank account from anywhere you can access the internet.	

- Multi-Layer Security including unique user credentials and challenge questions, device identification and geographic indicators
- Customize and define access per employee
- Multifactor authentication available (hard or soft tokens)
- Dual control approval required for all external transfers

b.	Describe hardware requirements for the online solution for bank transactions related to credit cardactivity.

Response:

No hardware requirements-only access to the internet.

c.	Provide a link to demo the online bank solutions. If no demo is available, provide details for standard reports.

Response:

https://www.onlinebanktours.com/mobile/?BID=209

Online Education Center

d.	Describe available user security levels and/or user entitlements for the online solution, including whethersecurity levels can be set by user, account, or dollar amount.

Response:

Security levels are completely customizable and can be set by User, Account, and services. Dual Control and Client/User limits help protect accounts with wire access. Dollar limits may also be set for transfers upon request. UBT also offers Client Self Administration. This access would provide 1-2 Users access to employee permissions along with the ability to manage the accounts employees have access to.

e.	Describe the security measures the State's Treasurer's Office will be responsible for.

Response:

	The State will be responsible for maintaining secure internet access, and each authorized user will be responsible for protecting their password.
f.	Describe the bank firewalls to protect customer information.

Response:

INFORMATION SECURITY OVERVIEW SUMMARY
Union Bank and Trust Company was founded in 1917 as Farmer's State Bank. In 1935, the name was changed to Union Bank, and in 1959, with the addition of trust powers, the company became Union Bank and Trust Company ("Union Bank"). In 1965, Union Bank was purchased by the Dunlaps, a long-time Nebraska banking family. Now, over 50 years later, Union Bank is still owned and managed by the Dunlap family, and has developed into a financially diverse organization serving Nebraskans across the state, as well as the Bonner Springs and Kansas City, Kansas areas. Recognized for our innovation and progressive ideas, we've grown significantly during the past decade, both in size and diversity.

Information Security Controls
As a financial institution, privacy of information and the trust of both our customers and the community are paramount to our continued success. We take the security of our network and the information therein very seriously and work continuously to keep it safe. As new threats emerge at a rapid pace, the strength of any network is found in multiple layers of security. Union Bank employs seven different layers of protection, each of which represents multiple solutions. All of the systems and servers are updated regularly as new patches become available.

Oversight
Union Bank's Board of Directors is responsible for providing the direction and approval of the Information Security and Information Technology Plans and understanding cybersecurity risks. Multiple bank committees help to pave the direction and provide recommendations to the Board as necessary, including Executive, Operations, Enterprise Risk Management, and Business Recovery Committees. Various taskforces and individuals then, work in tandem to ensure common understanding and correlation of security matters throughout the organization in order to carry out the plan updates, testing, and training.

The Information Security and Information Technology Policies/Programs are periodically updated, tested, and reviewed by auditors, according to the standards established in the Examining Handbook issued by the FFIEC. In addition, annual reviews by the State of Nebraska and FDIC have been completed. Externally, Union Bank receives oversight from the FDIC and Nebraska Department of Banking, including annual Information Technology Exams. Information Technology controls are also considered in regular Internal Audit reviews and an annual external review for the SSAE-16 completed for the Trust Division. All internal and external assessment results are reviewed by the Board and Management Audit Committees.

Physical Security – Technology Center
Industry-standard hardware from major vendors forms the core of our network. Our technology center and remote disaster site are maintained in secure, restricted-access environments with safeguards against intrusion and environmental disruption. In addition, the centers are equipped with automated environmental monitoring and alarm tools. If temperature, humidity, or other monitored parameters fall outside of pre-established tolerance ranges, alarms are generated, and personnel are dispatched to isolate and correct the problem. Leading technology including virtual servers, disk-to-disk backup, storage area network, and penetration and intrusion detection systems are utilized to facilitate business recovery and network security. Diverse item processing operations, consisting of both branch and remote capture image technology, allow for redundancy and flexibility. A diesel generator is onsite in the event of an external power failure and is tested on a regular basis.

Information Technology

Our Information Technology Policy represents a summary of standards and guidelines that apply to all end users of the Bank's computing systems, network, and data. Information is secured within an in-depth architecture, utilizing both multi-vendor and multi-layered techniques and technologies. These layers are constructed with firewalls, detection/monitoring systems, filtering devices, and management systems that are strategically located throughout the network and allow for constant data and system protections.

Changes to systems and infrastructure, including applications, databases, servers, significant hardware, networks and network devices, follow a rigorous change management and testing process. Development, test, production, and other environments for the Bank systems are logically separated, and the required segregation of duties in user roles and access level controls are adhered to. The Bank also uses state-of-the-art application scanning technology to validate that internally developed software is free of known vulnerabilities.

Information Asset Protection and Privacy

At least annually, the Bank revises and updates its information security and privacy programs to keep pace with changes in technology and the industry. A copy of the Bank's Privacy Policy is available on our website located at: www.ubt.com/privacy.

Training

A well-trained workforce is one of our greatest defenses against potential threats. Annual Information Security Training is provided, along with regular awareness campaigns. In addition, we employ services to periodically test information security awareness. Union Bank uses a network vulnerability assessment tool to test all systems frequently. External security firms are retained to complete Network Security Assessments, and Penetration Tests. This is done from both an external and internal basis. These tests are all used to evaluate and continually strengthen
the network.

Third Party Risk Management

Union Bank utilizes vendor partnerships in a number of different capacities. Through the Third-Party Risk Management Process, vendors are risk rated based on priority characteristics (e.g. availability, confidentiality, financial standing, corporate history and other management considerations). Additional due diligence reviews are conducted initially, as well as throughout the life of the relationship, with level of depth being based on the defined rating. This is primarily accomplished through periodic vendor performance reviews, right-to-audit agreements, periodic assessments of third-party assurance reports, such as SSAE16, SOC 1 or SOC 2 reports, as well as other supporting documentation.

A Third-Party Risk Management Administrator ensures the completion of initial and ongoing risk evaluations, due
diligence reviews, and analysis of any regulatory action pertaining to third parties. Individual contract owners are designated for each third-party relationship and these individuals are provided training on a periodic basis to ensure risk-based oversight.

Conclusion

Union Bank & Trust understands that our customers rely on the availability, confidentiality, and integrity of the services provided, and we have gone to great lengths to ensure that these are both secure and maintained at peak availability. Through effective risk evaluation, planning, testing, training and the use of multiple layers of security, the bank is prepared to address any interruptions with minimal customer and business impact. Our dedication to research and evaluation of solutions with advances in technology will ensure that the effectiveness of our Information Security Plans will continue.

Confidentiality Statement

g.	Describe the additional types of user authentication available besides user ID and password.

Response:

Multifactor Authentication is available through either hard token (a physical key fob) or soft token (a digital token, accessible through an app on your phone). This same Multifactor Authentication is standard for those customers processing wires and optional for all other Business Banking Online Users that may want additional protection.

h.	Describe the number of users the State can allow access to the online solution and how many can be onat one time.

Response:

Number of users is unlimited, and all can access the system at the same time.

i.	Describe how the previous day reporting will be available by 8:00 AM CT.

Response:

Transaction reporting Is available in real time within the BBO site. Customers can export transactions into multiple formats such as .csv, Microsoft Money, Quicken and QuickBooks. Transactions are archived and are available for export for 24 months. Transaction search can be defined by statement cycle, transaction date, amount, type of transaction as well as specific check number for easy reporting. Customers can also conveniently export their account statements and analysis statements to PDF on the same day UBT generates the statement.

j.	Describe when funds are available to transfer after settlement (same day, next day, etc.).

Response:

Funds are available to transfer next day from settlement date.

k.	Describe the deposit information listed on the previous day report and how each deposit can be tied backto the agency and provide an example.

Response:

Both the bank statement and previous day reporting in Business Banking Online will display location deposit detail, assuming that deposit slips with location coding is utilized. Merchant Services Deposits will display the MID or chain number, allowing the State to tie deposits back to various agencies.

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=====================================================================
                    BUSINESS ANALYSIS ACCOUNT
=====================================================================
      DESCRIPTION            DEBITS       CREDITS   DATE        BALANCE

BALANCE LAST STATEMENT .............................. 06/30/21    497,672.15
TRANSFER FROM BASIC BUSINESS ACCOUNT          200.00 07/01/21    497,872.15
DEPOSIT # 947                                  30.00 07/01/21    497,902.15
DEPOSIT # 208                                  40.00 07/01/21    497,942.15
DEPOSIT # 210                                  60.00 07/01/21    498,002.15
DEPOSIT # 210                                 165.50 07/01/21    498,167.65
UNL Bursar Coin                             1,000.00 07/01/21    499,167.65
DEPOSIT # 210                               1,126.25 07/01/21    500,293.90
DEPOSIT # 210                               1,137.50 07/01/21    501,431.40
UNL Bursar Coin                             1,430.31 07/01/21    502,861.71
DEPOSIT # 210                               1,612.50 07/01/21    504,474.21
DEPOSIT # 210                               2,261.50 07/01/21    506,735.71
DEPOSIT # 205                               2,541.00 07/01/21    509,276.71
UNL Bursar Coin                             4,972.75 07/01/21    514,249.46
DEPOSIT # 571                               6,367.52 07/01/21    520,616.98
DEPOSIT # 114                              12,801.13 07/01/21    533,418.11
DEPOSIT # 114                            1332,891.81 07/01/21   1866,309.92
```

l.	Describe all reports available online. Describe how the reports can be customized.

Response:

CTX notices, Analysis Statements and Account Statements (excluding loan statements) are available reports. Transaction history is also available through BBO real-time. Transaction history can be customized by date range, type of transaction, etc. for up to 24 months' worth of activity

m.	Describe information available on current day and previous day reporting. Example: Merchant ID ormerchant name and amount.

Response:

Both current and previous day reporting provide MID and amount

n.	Describe the ability to view, print, and download daily reports for previous day and current day activity,include all formats available.

Response:

The State can export or print any current day's transactions, and transactions up to 24 months. Formats are available for CSV, Quicken, QuickBooks, PDF, and Microsoft Money.

o.	The contractor must charge the State for all banking fees, excluding merchant fees, on a monthly analysisstatement. Describe the ability to provide monthly analysis statements online. The account analysis must be made available online no later than the 15 of each month for the previous month's charges. Onlinereporting must be downloadable in an editable file format. List available formats.

Response:

All bank account and services fees will be charged via account analysis and will be available next business day after month end.

p.	Describe the length of time data is retained and how to retrieve it. Explain any options for extending thedata retention time frames.

Respond:

Data is available to the State via Business Banking Online for 24 months. Additionally, the banks standard retention schedule is 7 years.

q.	Describe how to initiate and complete wires, as well as make book transfers using the online solution.

Response:

BBO Wires are completed in dual control and with Multifactor Authentication login (hard or soft token). One User initiates the wire through an open template or a pre-defined template. A Secondary User approves the wire through BBO. Once the secondary approval has been performed, UBT will review the wire, performing any necessary call-backs based on dollar amount or outstanding questions prior to release. Foreign Currency Transfers may also be booked in a similar manner based on entitlements.

r.	Describe the method used to accept real-time payments and post them the same day.

Response:

UBT accepts ACH Same-Day transactions as well as Same-Day wire transfers. Incoming Wire Transfers are posted periodically throughout the day up until approximately 4:45 pm. Incoming Same-Day ACH payments are posted periodically throughout the day prior to 5:00 pm.

s.	Describe how repetitive wire templates can be set up online and for call in wires. Describe the process toset up and process both options.

Response:

We offer the ability for customers to setup recurring/repetitive wire templates. Customers can access the template any time via BBO or by calling UBT during business hours with a pre-established wire PIN. BBO uses a Dual Control process for wire initiation and approval. BBO access for wires also utilizes additional MFA (token) upon login as described above. UBT will then review the wire, performing necessary call-backs based on dollar amount or outstanding questions prior to releasing BBO-initiated wires.

t.	Describe the notification received by the Treasurer's office for incoming and outgoing wires and how it willbe provided. Please provide a sample notification.

Response:

Any outgoing wire initiated through BBO is available to the customer online as well as any incoming wire detail. For wires initiated over the phone by providing a PIN, the Customer will receive an email notification as confirmation when the wire sent or received. Additional detail can also be obtained by contacting UBT's Wire Desk.

The following wire notifications can be setup to Auto-generate when UBT either sends or receives any wire transfer, whether it's a transfer initiated through Business Banking Online or initiated with assigned PIN over the phone with UBT's Wire Desk.

- This email can be generated to individuals or distribution group
- Content includes Transfer amount, date, last 3 digits of account received or sent from, and Fed Confirmation details (IMAD/OMAD).

Example: Incoming

To:	
From:	Union Bank Wire Desk[wirenotification@ubt.com]
Subject:	Incoming Wire Notification
Message Body:	Thank you for banking with Union Bank & Trust. Our records indicate that a wire transfer in the amount of $355.00, was received on 07/29/21. The wire was credited to your account (*****597). For detailed account information, please visit www.ubt.com and log into your account.

If you have any questions regarding this transaction, please contact our Wire Desk at (800) 297-2837, and refer to your wire sequence number, 49644437. This is an automated response; please do not reply to this email.

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20210729B6B7HU4R000450

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Example: Outgoing

To:	
From:	Union Bank Wire Desk[wirenotification@ubt.com]
Subject:	Outgoing Wire Notification
Message Body:	Thank you for banking with Union Bank & Trust. Our records indicate that your wire transfer on 07/29/21, in the amount of $13,213.49, was successfully sent. For detailed wire information, please visit www.ubt.com and log into your account.

If you have any questions regarding this transaction, please contact our Wire Desk at (800) 297-2837, and refer to your wire sequence number, 290690. This is an automated response; please do not reply to this email.

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20210729GMQFMP01004817

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Business Banking Online (BBO) Wire Detail:

Wire Confirmations aren't received via Business Banking Online (BBO), but the email notifications above can be used in conjunction with these wire detail reports for incoming/outgoing wires. Detail can also be exported into CSV format. BBO will display outgoing wires sent through BBO Wire Manager and would not display detail on wires that were phoned-in to UBT's Wire Desk. That detail, however, can be produced upon request if needed. BBO is a great way to initiate all types of wires—domestic, international, and even foreign currency.

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Wire

Wire Number:	275932	IMAD:	20201223GMQFMP01023772
Transfer Start Date:	Dec 23, 2020	OMAD:	20201229GMQFMP0102551212233422FT01
Effective Date:	Dec 23, 2020	Amount:	$2.00
FED Acceptance Date:		From Account:	
FED Acceptance Time:		Account Type:	DDA
Transfer Status:	Complete		

Beneficiary

Identification Type:	DDA Account Number	Message To Beneficiary:	
Identification Number:			
Name:	John Customer		
Address:	PO BOX 82535		
	Lincoln NE 68501	Beneficiary Reference:	

Beneficiary Institution

Identification Type:	Fed Routing Number	Name:	UNION BANK AND TRUST COMPANY
Identification Number:	104910795	Address:	PO BOX 82535
			LINCOLN NE

Receiving Institution

| Routing Transit number: | 104910795 |
| Institution Name: | UNION BK TR LINC |

Incoming Wire

Wire Number:	49667634	IMAD:	
Transfer Start Date:	Jul 29, 2021	OMAD:	
Effective Date:	Jul 29, 2021	Amount:	$42,312.80
FED Acceptance Date:	0729	Credit Account Number:	
FED Acceptance Time:	1352	Credit Account Type:	GL
Transfer Status:	Complete		

Beneficiary

Identification Type:	DDA Account Number	Message To Beneficiary:	
Identification Number:			
Name:	UBATCO & CO		
Address:	UNION BANK & TRUST COMPANY		
	ATTN TRUST OPS	Beneficiary Reference:	GOLDMAN SACHS AS
	LINCOLN, NE 685012535		

Beneficiary Institution

| Identification Type: | | Name: | |
| Identification Number: | | Address: | |

Receiving Institution

| Routing/Transit number: | 104910795 |
| Institution Name: | UNION BK TR LINC |

Sender Institution

| Sender Institution: | |
| Sender Institution Name: | NORTHERN CHGO |

Originating Institution

Identification Type:	DDA Account Number	Name:	GOLDMAN SACHS TRUST ON BEHALF OF
Identification Number:		Address:	ITS PORTFOLIOS REDEMPTION ACCOUNT
			71 S. WACKER
			CHICAGO, IL 60606

Originator

Identification Type:	DDA Account Number	Name:	UBATCO
Identification Number:		Address:	6811 S 27TH ST
			LINCOLN NE 68512

Done

u.	Describe the method used to provide a daily Comma Separated Value (CSV) export of transactions on the bank account's prior day activity by 8:00 AM CT.
Response:	

.csv files are available for any real-time transaction s with up to 24 months' worth of activity.

v.	Describe the layout of the CSV format to be exported.

Response:

The CSV file contains transaction description, amount of transaction, date of transactions, whether the transaction is a credit or debit, as well as the account number and current balance.

x.	Describe how earning credits are calculated and provide a list of the prior 12 months Earning Credit Rate(ECR) used for bank analysis also include the current rate.

Response:

The Earnings Credit Rate is based on short-term market rates and is applied to your average positive available balance (fewer reserve requirements). The Earnings Credit has remained steady for the past twelve months at .05% on available balances below $50,000. For balances above that, the ECR is .10%.

FR 14 – Implementation and Post Implementation Support	
a.	Provide a detailed example that includes a step by step process of the implementation plan.

Response:

Fiserv will serve as the lead in the management of the project, partnering with the State to ensure that a seamless conversion is achieved. Fiserv will provide a dedicated startup staff to the State and asks that you assign a dedicated startup team for the project as well to ensure resource availability.

The Implementation Team is comprised of a dedicated staff of technical analysts, technical data mappers and business project managers. This is the most experienced team in the industry with senior implementation management possessing over 110 years of combined experience. These individuals are divided into teams to ensure that portfolios are seamlessly implemented onto the Fiserv System. Each team consists of both implementation personnel and project coordinators who perform the specific tasks outlined within the project plan.

The following graphic depicts the phases of the State's implementation process:

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State of Nebraska Implementation and Post Implementation Support.

Phase One
Discovery & Planning

Phase Two
Development

Phase Three
(Delivery, Mock, Testing, M Cycle).

Phase Four
Post Implementation

- Initiate conversion Planning
- Complete due-diligence
- Define business/technical requirements

- Establish system/portfolio configurations
- Develop data conversion program
- Define software development & functional testing
- Planning for Adequate Systems capacity

- Validate mock conversions
- Complete testing (integration/client acceptance)
- Implement production software
- Execute conversion

- Implement production support program
- Complete post implementation review

Implementation and conversion projects require the commitment from dedicated resources from the State of Nebraska and Fiserv. The required resources are defined, as the size and scope of the project and development effort are determined. Fiserv will work with the State through the Discovery process to determine the specific resources needed.

| b. | Provide an implementation timeline giving estimated lengths of time. |

Response:

Typically, the timeline for implementation is six (6) to eight (8) weeks. Fiserv implementation team will work with The State and its Agencies to determine the appropriate implementation plan based on the desired rollout schedule, resource availability and business needs. This planning activity will typically happen during project kick-off meeting with all of the key stakeholders are present.

Fiserv has a proven methodology for implementation, refined over the years and improved with advances in technology and time-saving solutions. Fiserv methodology has consistently focused on meeting the following objectives:

- Provide a single point of contact for all stakeholders during the implementation lifecycle;
- Manage the implementation project from initial scope to the final rollout;
- Ensure new customers are properly implemented, fully trained and processing with all elected entitlements.

The State of Nebraska will be assigned an experienced and skilled implementation team to walk you through each step in the process, to ensure a smooth and expeditious transition. This includes an implementation coordinator, who will work closely with the Fiserv relationship management team to ensure

that all requirements are properly addressed, and the communication flow is steady throughout the project.

FR14-01. State of Nebraska- Implementation Timeline.

The following steps outline the major components of the implementation methodology:

1. Initiation – During Initiation, request are reviewed, consult the implementation team, and introduce any appropriate partners required for project execution;

2. Requirements – At the Requirements phase, we evaluate the current set up, compare functionality, define scope and review implementation options identified for the State;

3. Planning – The Planning phase involves defining the approach in detail; reviewing and analyzing the State portfolio; defining mappings; and determining what equipment, software providers and third-party support will be required;

4. Set up – At project set up, mapping tasks are completed and systematically upload to the account demographic/pricing;

5. Testing – During the testing phase, we run quality check programs and confirm production readiness;

6. Implement – In the Implement phase, we redirect, deploy/activate, and update software;

7. Closure – Once implementation is complete the closure phase begins. This includes monitoring,

FR14-01. State of Nebraska Implementation Timeline	
Defining Business Requirements – The implementation process is initiated during contract execution, followed by internal evaluation and completed initial discovery meeting.	Week 1
Project Scoping – Initiate exchange of technical information for authorization and settlement interface specifications.	Weeks 2 – 4
Store Profiles/Setup – We add the merchant scheme to the host establishing all settlement files and implementing all desired and approved card types.	Weeks 2 – 4
Communications – Installing and testing network connectivity between Fiserv and the State of Nebraska	Weeks 2 – 6
Certification Stage – Although we are proactively supporting the development process, we begin a three-week certification process to certify the application once all development and communication tasks are complete.	Ongoing
Pilot and Beta Testing – Following certification, the State of Nebraska can begin processing transactions	2 Weeks
Full Conversion Begins	Determined Prior to Start of Implementation

validating and transitioning to normal business support activities.

Fiserv develops and customizes each conversion to meet the needs of the State and establishes a set of conversion specifications. Exact timeframes are defined and conversion dates are secured as a result of the due- diligence and conversion mapping processes in place.

A generic project plan is used as a guideline for planning and implementing a projects. It includes all critical milestones and due dates for meeting the final implementation date. Fiserv maintains the project plan and continuously republishes it for review with the State to ensure all parties are aware of project progress and critical timeframes.

An Implementation Analyst will be assigned to oversee the implementation process and work with resources within the necessary Fiserv departments to complete projects with minimal to no impact to the State. Throughout the course of the conversion, the Implementation Analyst serves as a consultant on product and service functionality, technical and operations planning. The Implementation Analyst manages those conversion tasks assigned to the various internal "fulfillment" departments within the Fiserv organization (e.g., training, quality assurance, technical departments, etc.).

This will ensure that each department(s) understands the scope of the conversion; and be prepared to execute its respective assignments within the targeted timeframes prescribed within the master project plan.

Prior to conversion, the Implementation Analyst ensures that the technical environment is certified using established quality assurance processes. Following successful certification, the conversion is staged into the production environment and the State is notified that testing can begin.

At the time of conversion, the Implementation Analyst and the necessary technical resources monitor the conversion, ensuring that each facet of the conversion operates in accordance with the State's expectations. Following validation, the implementation analyst turns over the successful conversion to support day-to-day activities within Fiserv.

| | c. | Describe the resources that will be available during the implementation plan, including but notlimited to technical support, on-site visits and weekly or monthly calls. |

Response:

Throughout the onboarding process, Fiserv Implementation team will assign an implementation advisor to ensure the onboarding of your Agencies exceed expectations. This individual will work with you on a daily basis to monitor status and address any onboarding questions. The Fiserv team maintains an action item log to ensure all support activity is tracked and responded to according to the State expectations. Weekly meetings will be held with the State to review the project status. Depending on project needs, meeting frequency may fluctuate.

Fiserv is dedicated to meeting the State objectives at all phases of the project lifecycle. The State project team – senior account executives, Account managers and implementation coordinators – will deliver quality and enforce accountability, capturing Fiserv view of a responsive and collaborative approach to relationship management. A dedicated implementation team is assigned to complete the State conversion. This includes an assigned implementation coordinator or project manager whose contact information is provided later in the selection process. During the discovery phase for the State's, specific personnel can be named that will take responsibility for merchant implementation and training.

A dedicated implementation team is assigned to complete the State of Nebraska conversion.
- Director
- Implementation Manager/Coordinator
- Key personnel representing Account Management, Business Management, IT Systems, Customer Service, Training, Accounting, Settlement, Deployment and any other departments deemed essential to the conversion

Post Implementation/Support also includes:
- Monitoring of initial days of activity to ensure the State's achieves the most cost-effective Interchange qualification.
- Review of reconciliation process with the State's through first complete statement cycle
- Address and resolve any open issues
- Complete turnover to relationship manager and service executive for ongoing maintenance/servicing when applicable
-

When the State account has fully transitioned to Fiserv, you will have an assigned account manager to address your maintenance needs as they arise.

d.	Describe the methods used to communicate industry updates, rules and regulations. How often arethey distributed or published?	
Response:		

Agencies will be informed of upcoming changes related to terminals, online merchant portals and/or brand regulations via the Card brand releases. These releases happen during the Spring and Fall in addition to monthly compliance notifications.

Terminal notifications are communicated by initiatives at which time alerts are generated and sent to the agencies. Fiserv has a dedicated product team that communicates changes and updates for Fiserv related equipment. These notifications are generated from the product team and coordinated with the State of NE should there be an impact to the State.

e.	Describe any on-going training available as upgrades or system changes occur.	
Response:		

As upgrades and system changes occur, Fiserv provides "train the trainer" and "end-user training" programs; these are customized training plans. Participants and topics will depend on the solution offering and support options chosen by the State. Training materials are tailored to the services provided so information can be communicated accurately to the State customers.

f.	Describe the warranty on any terminals, including all hardware components Detail how terminals aresupported post implementation to provide uninterrupted service.	
Response:		

Equipment provided by Fiserv includes a one (1) year warranty. The equipment is deployed, programed, and ready for processing when received by the State. Updates are pushed to devices automatically and the technical support team is available to address any trouble-shooting issues and provide resolution.

g.	Describe how trained maintenance staff will be available and must be capable of diagnosing andisolating issues with the terminals.	

Response:	
The Technical Help Desk is interactive, operating 24/7. Representatives have online, real-time access to the transaction database as transactions are processed. In addition, they have access to merchant and terminal profiles that contain the information necessary to provide technical assistance. Fiserv can also be the first/front line contact point for many point-of-sale (POS) partners. If the problem is determined to be external to Fiserv, and representatives route the callers to the next level or outside contacts.	

h.	Describe how credit card terminals that no longer function as designed will be replaced at no cost tothe State.

Response:

For all merchants who have elected to enter into a maintenance agreement with Fiserv, all POS equipment will be swapped/replaced in an expeditious manner. The decision to overnight a replacement unit is initiated while helping the State and its Agencies problem-solve to see if the issue can be resolved locally. If the merchant elects not to pay for a maintenance agreement, the merchant is directed to send damaged equipment or hardware to the Fiserv deployment facility for repair or replacement at a flat rate fee. The Account Manager will assist as needed. The pricing addendum includes for cost details. The State will work with the State Vendor of the third- party equipment for replacement options and pricing (if applicable).

FR 15 – Other

a.	Describe what types of training will be offered on bank processes and procedures during the transition.

Response:

Union Bank will provide either in person or virtual training to any State personnel with approved access to bank products. In addition, we are available for follow up questions or additional training as requested by the State.

b.	Describe how test cards can be used. Will test cards be provided upon request? What is their functionality and features? What is the lead time to set this up? Will there be a charge to provide testcards?

Fiserv Test cards are available in several sets depending on testing requirements and supplied by b2ps.com. The lead time to setup a testing environment is approximately ten (10) business days. Shipping of Test cards are dependent upon the type of set required. Fiserv will work directly with the State of NE and its Agencies to accommodate UAT and/or the certification process.

The global card set was specifically designed for Fiserv to perform UAT application development, testing, training support personnel and perform demonstrations. This set includes cards from a range of countries and currencies. All cards are English -language, contain a chip, and magstripe. Individual cards denoted as "Dual Interface" support EMV contactless. Additionally, some cards will contain Dual Application Identifiers ("AID").

Test cards designed specifically for the U.S. market includes a set of 21 EMV test cards.. Individual cards noted as "Dual Interface" operate in both EMV contact and EMV contactless modes. The Mastercard dual interface cards support both contactless EMV and contactless Magnetic Stripe Data ("MSD"). The Visa, Amex and Discover dual interface cards support contactless EMV only and do not support contactless MSD.

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	Example of Cards Sets are Highlighted Below:	
Test Card 01	Visa, 476173******0119, Dual Interface, Online Only, Online PIN	
Test Card 02	Visa, 476173******0119, Dual Interface, Offline Capable, Offline PIN	
Test Card 03	Visa, 476173******0119, Online Only, Signature	
Test Card 04	Visa, 476173******0010, NO CVM	
Test Card 05	Visa, 476173******0267, Chip Error (Technical Fallback)	
Test Card 06	Mastercard, 541333******4111, Dual Interface, Online Only, Signature	
Test Card 07	Mastercard, 541333******4111, Dual Interface, Offline Capable, Offline PIN	
Test Card 08	Mastercard, 541333******0011, ARPC Verification Fails (Chip Decline)	
Test Card 09	Mastercard, 541333******0029, Chip Error (Technical Fallback)	
Test Card 10	Mastercard, 541333******0011, Empty Candidate List (Fallback)	
Test Card 11	Interac, 450644******1933, Canadian Interac, Debit, Online Only, Offline PIN	
Test Card 12	Amex, 374245*****1006, Dual Interface, Online Only, Online PIN	
Test Card 13	Amex, 374245*****1003, Dual Interface, Online Only, Signature	
Test Card 14	Amex, 374245*****1006, Chip Error (Technical Fallback)	
Test Card 15	Discover, 651000******0133, Dual Interface, Online Only, Online PIN	
Test Card 16	Discover, 651000******0216, Dual Interface, Online Only, Offline PIN	
Test Card 17	Discover, 651000******0331, Chip Error (Technical Fallback)	
Test Card 18	DNA, 400000******0028, Debit Network Alliance, Online PIN	
Test Card 19	Visa, 476173******0135, U.S. Debit (Global and Common AIDs), Single Funding Acct	
Test Card 20	Mastercard, 541333******9130, U.S. Debit (Global and Common AIDs), Single Funding Account	
Test Card 21	Mastercard, 222360******0329, Mastercard "222360" BIN	

c.	Describe any fines received for violation of rules or regulations of any Card Association not caused by amerchant customer, include when it happened and what it was for.	

Response:

Contractor (Union Bank and Trust) response: Union Bank has not violated the rules or been fined.

Subcontractor (Fiserv) response: Any material claims and judgments are listed and publicly available In our SEC filings.

d.	Describe how the merchant will be notified of any interchange and assessment fee changes.	

Response:

Fiserv attends the payment card release meetings with each of the major brands, and several Fiserv teams are dedicated to the understanding and implementation of the brand changes. Training is provided to all support staff for the release changes, and communication to clients and vendors is completed through a variety of methods. Fiserv Clients receive communications through our online portal, Business Track. They also receive an invitation to attend a live seminar with the Payments Acceptance subject matter experts through their account management team. These communications are completed in the

	Spring and Fall to align with the card brand releases.
e.	Describe what supplies or signage can be provided or purchased to be used in conjunction with services offered.

All supplies for hardware can be obtained by the account management team, such as thermal paper, terminal cleaning supplies. Decals for Visa/MC/AMEX/DISC can also be obtained by the Fiserv account management team.

f.	Describe how adjustment will show on the merchant bank statement for pricing errors for a specificagency.

Response: Any bank pricing error for an agency would be adjusted through the banks analysis statement. The State Treasurer's office received the analysis statement monthly.

g.	List all industry-related associations or organizations your company is a member or in which it has direct representation. Including but not limited to any company representation on MasterCard or Visa's boardsor committees.

Response:

Fiserv executives sit on the advisory councils and committees for Mastercard, Visa and Discover. Fiserv provides input related to new products, business lines, releases and best practices. With Fiserv strong working relationship with Mastercard and Visa, Fiserv is a regular consultant on potential industry impacts (e.g., issuers, acquirers, merchants and technology) that might arise in the event of card brand rule change.

The dedicated senior executives from both Mastercard and Visa ensures Fiserv is aware of Payment Card Brand-sponsored venues for participation. Fiserv and the Payment Card Brands meet to discuss and understand industry changes.

Mastercard and Visa Representation

At this time, Fiserv participates in the following Mastercard Committees and advisory groups:

- Mastercard Acquirer Advisory Group
- Mastercard Commercial Products Group
- Mastercard Customer Alliance Program
- Mastercard POI Advisory

Additionally, Fiserv participates in the following Visa committees:

- Visa Acquirer Steering Committee for QPCA (Qualified Payment Card Agent)
- Visa Acquirers Steering Committee
- Visa CISP Stakeholder Group
- Visa Senior Executive Risk Council

In addition, Fiserv also participates in the following:

- National Grocers Association (NGA)
- Discover Acquirer Advisory Committee
- Discover Acquirer Operations Advisory Council (AOAC) – Member
- Merchant Advisory Group (MAG)
- National Association of Convenience Stores (NACS)

- National Automated Clearinghouse Association (NACHA)
- PCI Security Standards Council Board of Advisors – Elected Representative
- SmartCard Alliance
- Special Interest Group for IIAS Standards (SIGIS) – Founding member and Board of Directors
- AMEX, Alipay, China Union Pay – Advisors

Fiserv is also a member of the board directors for the Electronic Transaction Association (ETA), the National Retail Federation (NRF), the Association of Financial Professionals (AFP), National Grocers Association (NGA), National Association of Convenience Stores (NACS), a member of numerous regional and local trade organizations. Fiserv is also a direct member of Visa and Mastercard in Australia and throughout Europe. In addition, Fiserv has a portfolio of BIN sponsors that are represented at Visa and Mastercard.

h.	Describe how the State will receive assistance ensuring each MID is collecting all information required toavoid a downgraded transaction.

Response:

The ClientLine® reporting tool is extremely user friendly. The State can review and download MID activity via the ClientLine® Reporting tool. For this reason, Fiserv does not activity monitor MID activity unless a threshold is reached. Once the Report is downloaded by the State, the Fiserv Account Manager will assist the State with interpreting the report findings. The State Account Manager does periodic reviews, audits, and checks for any downgrades and areas of improvement.

i.	Describe how the State will receive assistance with Fraud Identification, including but not limited to thethresholds in place and how notification would occur.

Response:

During the creation of each account, per agency, a threshold would be determined based on high ticket, average ticket, and total amount processed per month. Anything above the agreed upon threshold, per merchant account, will be flagged. The account and the State would be notified and asked to respond for confirmation.

The Fiserv Fraud Detect solution, a loss prevention platform for eCommerce, is an integrated, intuitive, cutting edge fraud detection and analytics tool that can address total loss prevention needs for payment and non-payment fraud. Powered by machine learning models, Fraud Detect helps detect more fraud than conventional rules based eCommerce fraud solutions and enables the State and its Agencies to keep more of your profits while saving time and thousands of dollars in potential chargeback losses.
Fraud Detect can detect subtle anomalies and signs of fraud without requiring new code or new configurations. This continuous feedback loop allows detection rates to increase over time. Every transaction is evaluated in less than one second, using a best-in-class fraud prevention engine and an extensive payments history database to provide, accept, review or decline recommendations.

The Fraud Detect solution is one of the strongest omni channel, enterprise solutions in the market today that is architected from the ground up to detect payments fraud using machine learning at big data scale. The comprehensive risk management platform is designed to meet the current fraud detection needs of merchants and to be future proof against evolving fraud patterns.

Fraud Detect helps you successfully address current challenges surrounding fraudulent transactions, reduce the number of flagged orders requiring review and lower false positive rates. Fraud Detect adapts to newer fraud patterns with greater agility through a fully integrated modeling and run-time environment. Unlike traditional rules-based solutions that rely on hard-coded rules thresholds. Fiserv machine learning platform uses profiles to compute thresholds that are updated with each incoming transaction as it

happens. the State or State Agencies receives a single fraud prevention solution, including both rules engine and machine learning, to make payment and operations safe across all card-not-present channels.

Fraud Detect exposes the growing fraud threats in eCommerce and card-not-present channels. The underlying objective is to deliver a centralized solution that meets the high expectations of system accuracy, performance and flexibility. The success of Fraud Detect is tied to three key business objectives:

- Reduce potentially fraudulent transactions thereby reduce chargeback activity
- Improve customer satisfaction by reducing false decline rates
- Improve the efficiency of resources dedicated to managing at-risk transaction case reviews

Fraud Detect Product Components

Machine Learning Technology Platform: Protected by the hardened data infrastructure of Fiserv, the high-speed machine learning server processes Fraud Detect proprietary algorithms and external third-party models is scalable to 2,400 transactions per second. This server has been built and optimized to cope with the low latencies required for in-flight payment transaction scoring.

Rules Engine: Fraud Detect powerful visual rules editor allows the State or State Agencies' users to easily create, manage and update fraud prevention rules. Rules can be defined based on expert knowledge about fraud patterns and business needs. Furthermore, the rules engine is tightly integrated with a list management system supporting both white and blacklist(s).

Live Scoring Engine: Real-time in-memory engine processes and scores 100% of transactions, enabling in-flight transaction scoring. This engine ingests all required data, continuously tracking and updating metrics of each individual entity (account, merchant, channel, etc.). Additionally, it performs complex analytical computations and continuously monitors business data to uncover complex and unknown patterns.

Device Fingerprinting: is SDK embedded in the State website or mobile application, up to 160 data elements from the cardholder device will be extracted and passed to Fraud Detect as part of the scoring model. This data has proven to be incredibly predictive in detecting potential fraud.

Automated Fraud Scoring: The scoring process will collect and compile transactional, merchant and chargeback data (and potentially other Fiserv internal data or third party data sources) from the data modeling environment to analyze the fraudulent nature of transactions and provide an Accept, Review or Reject result.

Works with TransArmor tokens: Data is never exposed to third parties as Fraud Detect can score tokens from the Fiserv proprietary tokenization and encryption solution, TransArmor

Transparent Results: Fraud Detect white box machine learning algorithms provide full transparency into the factors driving risk scores. Fraud analysts will be provided with clear and understandable reasons behind the score for each transaction.

Recognizes Customers, Not Segments: Fraud Detects "Segment of One" approach drives superior accuracy by continuously profiling every single customer.

Intuitive Dashboards: Web-based reporting and administration dashboards are accessible from any standard browser without the need for the State or State Agencies installation.

Case Management System: Single portals allow you to monitor both alerts generated by the fraud prevention engine, as well as manage all open investigative cases as result of those alerts. With a strong emphasis on usability and fraud analysts' productivity, it provides a complete solution for fraud prevention operations.

Fraud Detect with First API Integration for data access
As consumers have come to expect the ability to order and pay anywhere, any way and from any device as new technology is introduced into the marketplace, which leverages Fiserv extensive experience, partnerships and capabilities to capitalize on these emerging themes and developed an integration that works with any payment gateway technology. Therefore allows ease when integrating Fraud Detect securely and receive real-time scoring responses through a single API integration solution.

Through the propose API, the State and its State Agencies can access Fraud Detect services through a simple Web Service integration independently of the State current gateway connectivity. This can be used in combination with multiple solutions and is compatible with multiple technologies and gateways. Fiserv solutions allows the State to easily integrate to Fraud Detect with simplified RESTful APIs.

Exhibits

01- Addendum Acknowledgement Form
02- Payment Solutions Agreement
03- Merchant Card Processing Statement
04 -Form A BIDDER Proposal Point of Contact

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Exhibit 01

Addendum Acknowledgement:

Name of Addendum	Date of Addendum
Addendum One - Questions and Answers Statements June 2020 July 2020 August 2020 September 2020 October 2020 November 2020 December 2020 January 2021 February 2021 March 2021 April 2021 May 2021	06/25/21
Addendum Two - Questions and Answers - Round Two 07/14/21	07/14/21
Addendum Three - Additional Questions and Answers – Round three	07/16/21
Addendum Four - Intent to Bid	07/26/21

Addendum will become part of the Request for Proposal and should be acknowledged with the Request for Proposal response.

Per the RFP requirements, we acknowledge the above Addendum(s) which will become a part of the Request for Proposal and therefore a part of the final contract.

Exhibit 02

Payment Solutions Agreement

This Payment Solutions Agreement (**Agreement**) is among the State of Nebraska (**State**); First Data Merchant Services LLC (**First Data**); and MetaBank, National Association (**Bank**).
The parties agree:

1   Services

First Data (along with the Bank or Debit Sponsor Bank, as described in this Agreement) will provide the State with services according to the terms of this Agreement, the services described in Schedule 1 (**SaaS Services Schedule**) and Schedule 2 (**Managed Convenience Fee Schedule**), as well as additional services that the parties agree to in writing (together, **Services**). First Data may provide the Services itself or through its affiliates; and, except for the Bank's or Debit Sponsor Bank's specific responsibilities described in this Agreement, First Data is solely responsible for the Services.

2   Acquiring Services

2.1   Bank's Role. The Bank is a member of the Visa and Mastercard Networks, permitting it to acquire Visa and Mastercard payment transactions. The Bank sponsors First Data as a Member Service Provider under the Network Rules, allowing First Data to process payment authorizations, transmissions, and settlement activities for Visa and Mastercard transactions under the Bank's direction. With respect to Visa and Mastercard transactions that are part of the Acquiring Services described below, references to First Data include the Bank; however, *__the Bank's responsibilities are limited solely to the sponsorship and settlement of certain card transactions submitted in accordance with this Agreement and the Visa and Mastercard Network Rules, and Bank will not have any obligation or liability of any nature in connection with any services of any kind provided by First Data or its affiliates. Specifically, the Bank is: (1) the only entity approved to extend Visa and Mastercard product acceptance to merchants; (2) responsible for educating merchants on applicable Visa and Mastercard Network Rules (available, respectively, at: usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf and mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf), which may be provided through First Data; and (3) responsible for all funds derived from settlement that are held in reserve.__* The Bank's interests or obligations under this Agreement may be assigned or otherwise transferred to another financial institution that is a member of the Networks; further, Bank may assign any of its rights or delegate any of its obligations under this Agreement to a subsidiary, affiliate, or entity that is acquiring all or any portion of its assets.

2.2   First Data will acquire the State's electronic transactions for payment organizations and networks (together, **Networks**) identified below (**Acquiring Services**). First Data will be the State's exclusive provider of the Services during the Term of this Agreement.

2.3   Networks. First Data will provide the State with Acquiring Services for the following Networks:

(1)   Visa
(2)   Mastercard
(3)   American Express

(4)   Discover

2.4   Additional Card Acquiring Services

    2.4.1   Additional Cards. First Data, and not the Bank, will provide the Acquiring Services to the State for its transactions that are initiated with Cards issued by Networks other than Visa and Mastercard, and that are identified in this Agreement. A Card is a card, code, device, or other means allowing access to a credit, debit, prepaid, stored value, or similar account. An Additional Card is a Card issued by a Network other than Visa or Mastercard

    2.4.2   Additional Card Network Agreements. Payment transactions for Additional Cards are subject to separate agreements between the State and the Additional Card issuing Networks (**Additional Card Network Agreements**). The State will comply with the terms of its Additional Card Network Agreements and obtain any consents required by these Networks to submit Additional Card transactions to First Data for processing. The State will promptly notify First Data if any of its Additional Card Network Agreements expire or terminate. First Data will not be obligated to process the State's Additional Card transactions if State does not have an effective Additional Card Network Agreement with the applicable Network. First Data and the Bank have no responsibility to the State for a Network's performance obligations, responsibilities, or liabilities to the State under their Additional Card Network Agreements.

    2.4.3   Processing. First Data will only provide the State with data capture and authorization processing services for transactions initiated with Additional Cards; First Data will not provide settlement services for the Additional Card Networks. First Data will submit settlement files for Additional Card transactions to the appropriate Networks on behalf of the State. Additional Card transactions will be settled directly between the State and the corresponding Network according to their Additional Card Network Agreements.

2.5   Debit Transactions. First Data will also provide the State with Acquiring Services for its debit Card transactions (**Debit Services**). First Data will process the State's debit Card transactions based on: (1) availability of the debit Networks; (2) whether a debit Card is enabled for a particular debit Network; or (3) other factors. First Data will have discretion to choose any available debit Network when routing a particular debit Card transaction for the State, subject to applicable Laws. First Data will provide the Debit Services using a financial institution (**Debit Sponsor Bank**) that is a member of a debit Network that is accessible to the State and can sponsor acceptance of the State's debit Card transactions within the debit Network. First Data will choose the financial institution that acts as the Debit Sponsor Bank for the State's transactions. The Debit Sponsor Bank may assign its interests or obligations under this Agreement to another financial institution that is a member of the debit Networks. First Data may also substitute, or assign, the Debit Sponsor Bank's interest or obligations under this Agreement to another financial institution that is a Member of the debit Networks. References to the term "Bank" in this Agreement include the Debit Sponsor Bank with respect to the Debit Services; however, the financial institution that is the Debit Sponsor Bank is only responsible for the performance obligations described as the Bank's under this Agreement with respect to the State's debit Card transactions.

2.6   Network Rules. The State will comply with all rules, requirements, and standards of each of the Networks (together, **Network Rules**). State acknowledges receipt of First Data's current

payments acceptance guide (**Your Payment Acceptance Guide**), which will assist the State with properly accepting and submitting its transactions for processing. Under Network Rules, the State does not own the Card account, Cardholder, personal, or other payment transaction information generated when a payment transaction is processed using the Acquiring Services. The State will not use, retain, disclose, sell, or disseminate any Card or Cardholder information (including, names, addresses, and Card account numbers) obtained in connection with payment transactions except for (1) authorizing, processing, and settling transactions; or (2) resolving chargebacks, retrieval requests, or similar issues related to its transaction. The State will not reproduce electronically captured Cardholder signatures except as requested by First Data or the Networks. A Cardholder is the individual who was issued a Card.

2.7   Locations. First Data will perform the Acquiring Services for payment transactions submitted from all the State's locations in the United States (excluding Puerto Rico, and other U.S. territories).

2.8   Submitting Transactions. The State is responsible for:

(1)   properly transmitting the transaction data (including all transaction detail required by the Networks) to First Data's systems using the format and specifications provided by First Data (the State will maintain and update the systems that it uses to accommodate changing Network requirements as specified by First Data);

(2)   all payment transactions submitted for processing under its merchant identification numbers (**MID**s), including, without limitation, all returns, refunds, or chargebacks, whether charged back by Cardholders or Card issuers;

(3)   preventing its employees, agents, and others from submitting returns or refunds that do not reflect valid returns or refunds corresponding to prior transactions;

(4)   retaining transaction records according to the timelines required by the Network Rules or applicable Laws; and

(5)   maintaining transaction fraud and chargeback rates below thresholds established by the Networks.

2.9   Transaction Acceptance. The State will only accept and submit transactions where:

(1)   the transaction represents a genuine sale of the State's goods or services to the Cardholder;

(2)   the transaction is not materially different than the transactions the State has described to First Data with regard to the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to the Cardholder;

(3)   the transaction complies with all requirements of the applicable Network Rules, the laws of all relevant jurisdictions, and all other requirements of this Agreement;

(4)   the transaction is not a duplicate of any other transaction;

(5)   the transaction is authorized by the rightful Cardholder for the amount of the transaction in satisfaction of the Cardholder's obligations to the State;

(6)   the transaction is in payment of goods or services provided simultaneously with the payment transaction (except for delayed delivery, advance deposit, or other partial transactions specifically allowed under the Network Rules and explicitly authorized by First Data in writing);

(7)   the transaction is not a refinancing of an existing obligation;

(8)   the transaction is valid, collectible, and is not subject to any dispute, setoff, or counterclaim; and

(9)   in the case of a refund, the transaction is submitted to reimburse the Cardholder for a sale transaction that was previously submitted.

The State represents and warrants that each transaction that it submits will comply with this Section.

2.10   Sales Drafts. The State will provide First Data a copy of any sales draft(s) upon request.

2.11   Settlement

2.11.1 The State will identify a bank account held in the State's name (the **Settlement Account**) that First Data will use in connection with all Services. The State authorizes First Data to initiate: (1) credits to the Settlement Account for proceeds of transactions submitted, and (2) debits to the Settlement Account for any amounts that may be owed or required to be paid under this Agreement. First Data will process credits to the Settlement Account via Automated Clearing House (**ACH**) entry unless the parties agree to transfer funds by wire. State hereby authorizes First Data to process debits to the Settlement Account via ACH entry.

2.11.2 The State may identify more than one bank account as the Settlement Account. If the State designates more than one Settlement Account, credits to any of these Settlement Accounts will satisfy First Data's obligations, and successful debits to any of the Settlement Accounts will satisfy the State's obligations under this Agreement.

2.11.3 Each banking day, First Data will initiate a transfer to the Settlement Account of the funds that the Networks deliver for the State's Card payment transactions, less any amounts due from State for fees, refunds, chargebacks, pass through expenses, or other of its obligations.

2.11.4 The State does not have a property or ownership interest in any proceeds of transactions or funds received by First Data in connection with the State's Card transactions (including any funds held in a Reserve) until those funds are transferred to the Settlement Account. First Data's obligations to fund the State represent a general obligation and not a property interest in any specific funds.

2.11.5 All deposits into the Settlement Account are provisional. Cardholders, Card issuers, and the Networks have the right to require reimbursement of transactions, to impose obligations relating to violations of the Network Rules, to assess additional interchange or other assessments, and to impose fees, fines, or charges relating to the qualification of transactions.

2.11.6 The State must promptly notify First Data if it fails to receive any settlement funding or if there are any changes to the Settlement Account. Transfer of settlement funds may be delayed or misdirected if the State provides inaccurate information about, or fails to notify First Data of changes to, the Settlement Account. First Data is not responsible for settlement errors that arise if the State provides inaccurate information about, or fails to notify First Data of changes to, the Settlement Account.

2.12 MATCH Reporting. Under some circumstances, First Data may be required to report the State to the Member Alert to Control High Risk (**MATCH**) listing or similar listings maintained by the Networks. The State acknowledges that First Data's obligation to State in regard to such reporting is limited to submitting any corrective notice if any such reporting is in error.

2.13 Mark License, Network Decals

2.13.1 First Data grants the State a revocable, royalty free, non-exclusive, limited license that cannot be assigned, transferred, or further sublicensed to use the Networks' trademarks and service marks (together, **Protected Marks**) in the United States according to the applicable Network Rules. This license does not grant the State any other intellectual property right, title, interest, or claim (express or implied, by estoppel, or otherwise) to the Protected Marks. The State will not take any action that impairs an owner's intellectual property rights in its Protected Marks.

2.13.2 The State will discontinue use of the Networks' decals, Protected Marks, promotional, or other materials immediately after termination of this Agreement.

2.13.3 The State will not indicate that its products or services are endorsed by any of the Networks.

3 Financial Information; Audit

The State will promptly provide any financial or other information reasonably requested by First Data to perform credit risk, security, qualification, and other reviews related to the provision of the Services, transactions submitted, fulfillment of obligations to First Data or Cardholders, or the financial condition of the State. The State authorizes First Data to obtain information from third parties when performing credit risk, security, qualification, and other reviews. First Data, the Bank, or their designees may perform a reasonable audit of the State's records related to its performance under this Agreement with 30 days' advance written notice to the State, during the State's normal business hours, and at First Data's or the Bank's expense.

4 Notice of Material Changes; Third Parties

The State will provide First Data with reasonable advance notice of any material change in the nature of the State's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets, or any change to the State's operations that would materially affect the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to a Cardholder). The State will provide First Data with written disclosure identifying the third parties, systems, and services the State uses to receive, transmit, process, or otherwise manage information or its information technology systems (e.g., without limitation, encryption or firewall providers) related to the transaction information or payment data processed in connection with this Agreement (these third parties must be registered providers with the Networks).

5   The State's Payment Obligations

The State will pay First Data for:

(1)   all fees and charges for the Services;

(2)   all transactions that are charged back by Cardholders, Card issuers, or the Networks;

(3)   all refunds submitted in connection with the State's transactions;

(4)   all costs, liabilities, or other obligations imposed on First Data by the Networks or other third parties as a result of transactions submitted by the State or the actions taken (or not taken) by the State or its third party service providers; and

(5)   the Early Termination Fee.

6   Reserve

6.1   First Data may require the State to fund a cash reserve (**Reserve**) in an amount that reflects First Data's assessment of risk, as it may determine in its discretion from time-to-time. The Reserve is a payment obligation of First Data, established by holding back transaction proceeds or debiting the Settlement Account in order to potentially offset any obligations that the State may have to First Data. The Reserve is not a segregated fund that the State may claim to own. First Data is obligated to pay to the State any amounts remaining from the Reserve after all other then-current and contingent liabilities or obligations related to the State's payment transactions have expired (as provided for under the Network Rules).

6.2   The obligations due to the State from the Reserve will not accrue interest unless required by applicable Laws.

6.3   First Data will notify the State if a Reserve is established (including its amount) or if the amount of the Reserve is modified.

6.4   First Data may set off any obligations that the State owes to First Data from the Reserve.

6.5   Although the State acknowledges that the Reserve is a general obligation of First Data, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of the State that is held by First Data, the State grants and acknowledges that First Data has a security interest in the Reserve and, at First Data's request, will provide documentation to reflect this security interest.

7   Setoff and Priority

All funds that First Data owes to the State under this Agreement are subject to the State's payment obligations under this Agreement. First Data may set off amounts the State owes to First Data against any funds that First Data owes to the State.

8   Statements, Reporting

First Data will provide the State with statements or electronic reporting (either, **Statements**) reflecting the fees, settlement amounts, and other information related to the Services. The State must review the Statements and inform First Data of any errors within 60 days following the date that the error was, or should have been, reported. The reporting of any errors will enable First Data to

recover amounts or prevent the errors from continuing. First Data will have no obligation to provide refunds for errors that the State reports more than 60 days after they were, or should have been, reported. The State and First Data will work together to resolve issues or disputes that arise in connection with the Statements, or the funds credited or debited to the Settlement Account.

9   Term and Implementation Period

9.1   This Agreement commences on the later of the dates it is signed by First Data or the State (that date, the **Effective Date**).

9.2   Following the Implementation Period, this Agreement will continue for an initial term of 5 years (**Initial Term**), unless terminated as allowed under the terms of this Agreement. This Agreement will renew for successive 1-year periods (each a **Renewal Term**), unless either party gives the other 90 days' advance written notice of non-renewal before the end of the Initial Term. Either party may terminate this Agreement for any reason (without cause) during a Renewal Term by giving the other party 90 days' advance written notice of termination. Together, the Initial Term and any Renewal Term(s) are the Term of this Agreement.

9.3   This Agreement's exclusivity requirements will not apply and State will not be charged any Acquiring Fees during the Implementation Period until State processes its first transaction through First Data.

10   Confidential Information

10.1   Confidentiality. No party will disclose non-public information about another party's business (including the terms of this Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (together, **Confidential Information**). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.

10.2   Disclosure. The recipient may disclose another's party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors or vendors) that need to know it in connection with the recipient's performance under this Agreement, and are bound by confidentiality obligations materially similar to those required under this Agreement; and (2) in response to a subpoena, court order, request from a regulator, or as required under applicable Laws or Network Rules.

11   Data Security

11.1   The State is responsible for any unauthorized access to any transaction data from the State or from third parties retained by or on behalf of the State.

11.2   First Data is responsible for any unauthorized access to the State's transaction data on First Data's systems.

11.3   The State must comply with Payment Card Industry Data Security Standards (**PCI DSS**) and obtain timely certification of its systems and processes (which must be maintained during the Term) as required under the Network Rules. The State will comply with all additional

standards that the Networks may require. The State will allow the Networks, First Data, or the Bank to audit its PCI DSS compliance and information technology systems related to the Services provided under this Agreement.

11.4   First Data must comply with all PCI DSS requirements and the Network Rules that apply to its performance under this Agreement.

11.5   Security Incident.

11.5.1   If the State becomes aware that there has been unauthorized access to transaction data (a Security Incident), it will promptly notify First Data. If requested by First Data, the State will retain a reputable firm that is certified and approved by the Networks that provides forensic information security services and risk assessments in order to: (1) assess the nature and scope of the Security Incident; and (2) identify the access controls or transaction data involved in the Security Incident. The State will take appropriate steps to contain, control, stop, and remediate any Security Incident.

11.5.2   The State will provide reasonable details regarding the Security Incident to, and cooperate with, First Data, any Networks, and the forensics firms that are involved in the investigation and remediation of a Security Incident. The State will take all actions that the Networks require in connection with the investigation and remediation of a Security Incident.

11.5.3   The State will reimburse First Data and/or the Bank for all fines, fees, penalties, assessments, or other obligations of any kind imposed by a Network or a regulator on First Data or the Bank due to a Security Incident caused by the State or its third party service providers (together, **Network Security Fees**).

11.6   Data Use. First Data may use transaction data obtained from providing the Services to the State to fulfill performance obligations under this Agreement and investigate fraud, or suspected fraud, related to the State's transactions. First Data may also use transaction data obtained from providing the Services under this Agreement in aggregated and anonymized form (as required by applicable Laws) for research and development, or to provide services generally.

12   General Suspension; Termination

12.1   General Termination. Either the State or First Data may terminate this Agreement by giving 30 days' advance written notice if the other materially breaches this Agreement and fails to remedy the breach within 30 days of receiving notice of it.

12.2   Risk Termination. First Data may immediately suspend or terminate this Agreement, in its discretion, upon notice if the State:

(1)   engages in fraud, misrepresentation, or intentional misconduct related to its performance under this Agreement;

(2)   experiences excessive chargebacks, irregular, or fraudulent payment transactions (based on Network thresholds), or engages in business practices creating excessive risk for Cardholders or First Data;

(3)   experiences a material adverse change in its financial condition;

(4)   fails to provide notice of a material change in the nature of its business;

(5)   fails to disclose the third parties or systems it uses in connection with the transaction information or payment data processed under this Agreement;

(6)   fails to fund a Reserve when required under this Agreement;

(7)   experiences a Security Incident or fails to comply with PCI DSS or a material Network requirement;

(8)   materially changes its operations, products, services, or procedures for payments acceptance;

(9)   sells substantially all of its assets, undergoes a change in ownership or control, merges, or effects an assignment without obtaining the prior consent of First Data;

(10)   defaults under any other agreement it has with First Data or its affiliates; or

(11)   a Network, a governmental authority, or the Bank instructs First Data to suspend its performance under or terminate this Agreement (in which case the Early Termination Fee will not apply).

Together, the events described in this Section are **Default Events**.

12.3   First Data's and Bank's provision of Services under this Agreement is expressly contingent upon First Data's and Bank's satisfactory completion of their risk, credit and regulatory reviews of State. State agrees to provide First Data and Bank with any documentation and assistance as may be reasonably required from time-to-time to facilitate these reviews. Should First Data and Bank be unable to satisfactorily complete their reviews as described in this Section, the parties agree to terminate the Agreement without penalty, such termination to be memorialized in writing.

13   Early Termination Fee

First Data will suffer substantial injury, and it would be difficult to determine the damages, if the State breaches this Agreement's exclusivity requirements or this Agreement is terminated before the end of the Term due to any Default Event. First Data and the State agree an accurate reflection of the damages caused by an early termination of this Agreement is an amount equal to 80% of the average monthly fees paid to First Data during the 12-month period preceding the termination, multiplied by the number of months (including partial months) remaining in the Term (the **Early Termination Fee**). The State will pay First Data an Early Termination Fee if this Agreement terminates prior to the end of its Term because the State breaches this Agreement's exclusivity requirements or there is a Default Event (no Early Termination Fee will be due if this Agreement is terminated due to First Data's uncured breach).

14   Indemnification

14.1   The State will indemnify First Data and the Bank (including their respective affiliates, directors, officers, managers, and employees) for losses, damages, costs, or expenses (together, **Losses**) due to third party claims that result from the State's or their third party service providers gross negligence, willful misconduct, or breach of this Agreement. First

Data will indemnify the State (including its respective affiliates, directors, officers, managers, and employees) for Losses due to third party claims that result from First Data's gross negligence, willful misconduct, or breach of this Agreement.

14.2 The indemnified party will promptly notify the indemnifying party of any third party claim that is subject to indemnification under this Agreement. The indemnifying party will have the opportunity to defend these claims using counsel it selects and will have the authority to enter into a settlement for monetary damages provided that it pays such amounts. The parties will cooperate with regard to any other conditions of settlement as well as in providing records, access to personnel or other information reasonably necessary to defend any indemnified claims.

15 Exclusion of Damages

First Data, the Bank, and the State will not be liable to each other for lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether direct or indirect) under this Agreement; regardless of whether these damages were foreseeable or a party was advised they were possible. Network Security Fees, the Early Termination Fee, and other amounts for which a party is liable under this Agreement (including, without limitation, amounts imposed by a regulatory authority that are specifically due to a party's failure to perform its obligations under this Agreement) are not excluded by this Section.

16 Limitation of Liability

First Data's and the State's aggregate liability to the other for losses arising from any cause (regardless of the form of action or legal theory) in connection with this Agreement will be limited to $500,000.00 (**Liability Cap**). The Liability Cap will not apply to: (1) First Data's obligation to remit the proceeds of the State's transactions that are processed under this Agreement (after accounting for all offsetting obligations); or (2) the State's payment obligations related to the Services, Network Security Fees, the Early Termination Fee, and other amounts for which it is specifically liable under this Agreement (including, without limitation, amounts imposed by a regulatory authority that are specifically due to a party's failure to perform its obligations under this Agreement). The Bank will have no liability to State except for what is set forth in *Section 2.1*.

17 Notices

Written notices (other than normal operations) required under this Agreement will be sent by email, certified mail, or courier (all with tracking and delivery confirmation). Notices will be effective upon receipt.

Notices to the State will be sent to:

_____

Notices to First Data will be sent to: First Data Merchant Services LLC, Attn: Legal Department, 4000 NW 120th Avenue, MS/CON – MER, Coral Springs, Florida 33065; with a copy to First Data Merchant Services LLC, Attn: General Counsel, 6855 Pacific Street, Omaha, Nebraska 68106. Emailed notices to First Data will be sent to: legalpapers@fiserv.com

Notices to the Bank will be sent to: MetaBank, National Association, Attn: Vice President - Operations, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108; with a copy to: MetaBank, National Association, Attn: Legal, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108.

18 Third Party Beneficiaries, Providers

There are no third party beneficiaries to this Agreement other than First Data's or the Bank's subsidiaries and affiliates involved in providing the Services to the State. Each party is responsible for the performance of any third parties it uses in connection with the Services, and their compliance with the terms of this Agreement.

19 Waivers

A party's waiver of a breach of this agreement will not be considered a waiver of a subsequent breach.

20 Compliance with Law, Choice of Law, Waiver of Jury Trial

The parties will comply with all laws, rules (including Network Rules), and regulations (together **Laws**) that are applicable to their respective performance obligations under this Agreement. This Agreement will be governed by Nebraska law (without regard to its choice of law provisions). The courts with the appropriate jurisdiction in the State of Nebraska will be the proper venue for legal proceedings brought in connection with this Agreement. First Data and the State each waive their right to a jury trial for claims arising in connection with this Agreement.

21 Entire Agreement, Amendment, Counterparts

The defined term **Agreement** includes its schedules, addenda, and any amendments (capitalized terms used in the schedules, addenda, or amendments without definition will have the meanings given to them in this Agreement). This Agreement is the entire agreement between the parties and replaces any prior agreements or understandings (written or oral) with respect to its subject matter. Schedules, addenda, amendments, or any other modifications to this Agreement related to Services that are provided solely by First Data and not the Bank need only be executed by the State and First Data (references in these Schedules to **party** or **parties** will mean First Data and the State, as applicable, and not the Bank). This Agreement and any addenda, or amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic and other copies of the executed Agreement are valid.

22 Assignment

The parties may not assign this Agreement without the others' written consent (not to be unreasonably withheld), except as provided in *Sections 2.1* and *2.5*, or otherwise under its terms. This Agreement will be enforceable against a party's permitted successors or assigns.

23 Publicity

State and First Data may make general references about each other and the Services to third parties, such as auditors, regulators, financial analysts, and prospective customers and clients, provided that State or First Data does not breach *Section 10*. First Data may issue a press

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release regarding this Agreement, including its renewal and the Services provided, subject to State's review and approval, which shall not be unreasonably withheld or unduly delayed. State must obtain prior written approval for any publicity, statements, or references related to the Bank and its role in connection with this Agreement.

Authorized Signatures:

_____

First Data Merchant Services LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MetaBank, National Association
as Bank and Debit Sponsor Bank under Section 2.5 By First Data pursuant to a Limited Power of Attorney

By: _____

Name: _____

Title: _____

Date: _____

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Acquiring Fee Schedule

1   Acquiring Fees

The State will pay First Data the fees described below (**Acquiring Fees**) for the Acquiring Services. The Acquiring Fees are based on the State's business methods and the types of transactions it will submit for processing that the State disclosed to First Data. First Data may modify the Acquiring Fees if the State materially changes its business methods or the types of transactions that it submits for processing.

Acquiring Fees	Amount	Driver
Transaction[1] (Visa and Mastercard Cards)	$	per transaction
Transaction[1] (Other Cards)	$	per transaction
Transaction[1] (Debit Cards)	$	per transaction
Authorization (Voice)[2]	$	per call
Authorization (IVR)[2]	$	per IVR call
Chargeback	$	per chargeback
Retrieval	$	per retrieval
Adjustment	$	per adjustment
ACH Deposit	$	per deposit
ACH Reject	$	per rejection
Wire Deposit	$	per wire
ClientLine Reporting	$	per month
Paper Statement	$	per statement
Imprinter (includes plate)	$	per imprinter
Activation	$	per POS terminal
Down-line Loads (full)	$	per load
Down-line Load (partial)	$	per load
Implementation Fee	$	per project
Application Fee	$	per application
Maintenance Fee	$	per month
Merchant ID Set-Up Fee	$	per MID
Merchant ID Monthly Fee	$	per MID
PCI Compliance Program Fee (per MID)	$	per year
PCI Non-Compliance Fee (per MID)	$	per month
Custom Reporting	$	per hour
Custom Report (recurring reports)	$	per report

[1] This amount is charged for each authorization attempt (whether approved or declined), purchases, reversals, or returns. This amount includes authorization and data capture for Visa, Mastercard, American Express, and Discover transactions; and settlement for Visa and Mastercard transactions. American Express and Discover charge settlement processing fees separately to the State under separate agreements these Networks have with State

[2] This fee is in addition to the applicable transaction fee

2   Network Fees

The Networks and other third parties impose fees on the State's transactions, some of which are charged to First Data. The State will pay First Data for all fees and charges that are imposed by the Networks and other third parties (together **Network Fees**) on the gross amount of State's transactions that are processed using the Acquiring Services. The Networks and other third parties may modify their Network Fees during the Term of this Agreement. Modifications to the Network Fees will be effective on the dates set by the Networks or other third parties. Network Fees are in addition to the Acquiring Fees and include:

Interchange
Excessive Chargebacks
Dues and Assessments
Access Fees
Debit Network Fees
Other Fees (including Network Security Fees)

Schedule 1
SaaS Services Schedule

This Schedule 1 (**Schedule**) adds the SaaS Services Schedule to the Payment Solutions Agreement (**Agreement**) between First Data and State. The terms of the Agreement and this Schedule apply to the SaaS Services, but if anything in this Schedule conflicts with the Agreement, this Schedule will control. The SaaS is a **Service** under the Agreement and is provided by First Data, for itself and any Affiliates providing services hereunder, and not by Bank. Bank is not a party to this Schedule and is not liable to State in connection with the Service or this Schedule.

The Parties therefore agree:

1. **Agreement**.
   1.1. This Schedule will be effective on the later of the dates it is signed by State or First Data (the **Effective Date)**.
   1.2. First Data, itself or through its Affiliates, agrees to provide to State, and State agrees to obtain from First Data, the SaaS Services and Documentation described in Section 2 (along with certain implementation, conversion, operational and technical support, development, professional, consulting, and training services, collectively the **Deliverables**), subject to the terms in this Schedule and applicable Schedules. An **Affiliate** is an entity that controls, is controlled by, or is under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity or party. The SaaS Services, along with other services provided by First Data or its Affiliates under separate agreements, are collectively **First Data Services**.
   1.3. First Data and State understand and agree that: (1) some or all of the SaaS Services may be provided by First Data or its Affiliates, (2) the provisions of this Schedule are deemed to be provided by First Data and apply to First Data and its Affiliates as if they are one entity, (3) First Data may collect Fees on behalf of its Affiliates for parts of the SaaS Services or other First Data Services provided by First Data or its Affiliates, (4) State's Affiliates may use the SaaS Services only upon First Data's prior written consent, (5) State will pay for the SaaS Services described in the SaaS Services and Fees Schedule, and (6) the Support Services outlined in the SaaS Services Support Schedule apply to the SaaS Services.
   1.4. This Schedule, together with any schedules, appendices, or statements of work related to the SaaS Services, sets forth the terms and conditions that apply to the SaaS Services and supplements the Payment Solutions Agreement (PSA) between Customer and First Data. The terms and conditions of the PSA are incorporated into this Schedule. If there is any conflict between this Schedule and the documents listed below related to the SaaS Services, the conflict will be resolved by giving precedence in the following order: (1) this Schedule; (2) PSA, (3) any appendices, statements of work, or schedules to this Schedule; and (4) any schedules, appendices, or statements of work to the PSA.

2. **The SaaS Services**.
   2.1. First Data and its Affiliates provide merchants with business software and payment solutions, including: system integration gateways that transmits payment information (**Gateways**); software platforms to facilitate the acceptance of payment or payment information (**Platforms**, including the **Hosted Services** and **Payment Pages**, as further defined in the Schedule and SaaS Services and Fees Schedule); and other related services as set forth on SaaS Services and Fees Schedule, (**Professional Services**). Together the Gateways, Platforms, and Professional Services, each as set forth on the SaaS Services and Fees Schedule, are the **SaaS Services**.
   2.2. Any manuals and other written materials provided or made available for use with the First Data Services or the SaaS Services, as amended by First Data, are the **Documentation**. Such Documentation is First Data's Confidential Information.
   2.3. The Gateway includes: (1) the system integration that transmits payment information among State,

State's customers, and State's payment services provider, (2) the technical specifications to integrate with the Gateway, and (3) the components described in the corresponding Documentation.

2.4. The **Platforms** (including the **Hosted Services** and **Payment Pages**) are hosted, web payment forms that are designed to accept internet-based transactions.

2.5. First Data may provide State with **Professional Services** as described in the SaaS Services and Fee Schedule. The date that First Data provides notice (via e-mail) to State's project manager that the Professional Services have been completed is the **Delivery Date**. After the Delivery Date, State will have 10 days to determine whether the Professional Services materially conform to the specifications that First Data and State have agreed upon (the **Testing Period**). If State provides First Data with detailed written notice of any material errors, defects, or non-conformities that State discovers during the Testing Period, First Data will correct it in such time and manner as is reasonable under the circumstances. A new Testing Period will begin when First Data notifies State on the new Delivery Date. **Acceptance** occurs when State gives First Data written notice of State's acceptance, or if State fails to give written notice of any errors, defects, or non-conformities during a Testing Period. The date on which Acceptance occurs is the **Acceptance Date.**

2.6. All reports, studies, object and source code (including without limitation the Deliverables and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced through or as a result of or related to any of the Deliverables (collectively, **Works**) or development of any data analytics or usage models hereunder, and all patents, copyrights, and other proprietary rights related to such Works and models, shall be the sole and exclusive property of First Data or its Affiliates or of their third party providers. Nothing in this Schedule shall convey to State any title to or ownership of any Deliverables, Works, or models. State hereby irrevocably assigns and transfers to First Data all rights, title, and interest in any such Works and models. State may use any Works provided to or rightfully accessed by State solely as necessary to use the Deliverables in accordance with the applicable terms and conditions of this Schedule.

3. **State's Systems.**

3.1. Any web site(s) or interfaces(s) to the First Data Services that are operated or maintained by State, or on State's behalf, through which transactions are submitted for processing, and all State's other associated systems, are **State's Systems**. State is responsible for accepting, processing, and filling any orders by its customers. First Data provides the technical specifications to State, and State acknowledges that such specifications alone are insufficient to allow State's Systems to function with each Platform. Programming, development, and maintenance of State's Systems and their functionality are State's sole responsibility. State has the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make State's Systems function correctly with each Platform and the payment services contemplated under this Schedule.

4. **Fees and Payment**

4.1. First Data will invoice State, and State will pay First Data, the **Fees** described in the SaaS Services and Fees Schedule.

4.2. State will pay applicable fees, registrations, assessments, imports, duties, tariffs, and taxes imposed by any international, federal, state, or local authorities with respect to this Schedule.

4.3. First Data may offset against any amounts owed by First Data to Customer under the PSA any amounts owed by State to First Data under this Schedule.

5. **Term and Termination.**

5.1. This Schedule begins on the Effective Date and runs conterminously with the PSA (**Term**). Any actions or events which operate to extend or terminate the PSA will automatically extend or terminate this Schedule simultaneously.

5.2. Notwithstanding Section 5.1, if this Schedule expires or terminates within the first three (3) years after the Effective Date (**Minimum Term**), then, in addition to any other amounts owed by State to First Data, State will pay First Data an amount equal to the sum of the average monthly Recurring SaaS Fees paid to First Data during the 12-month period preceding the termination plus the average monthly Recurring Transactions Fees paid to First Data during the 12-month period preceding the termination, multiplied by the number of months (including partial months) remaining in the Minimum Term (**Early Termination Fee**).

6. Support Services

6.1. State acknowledges that the successful completion of Support Services may depend on the commitment and quality of the assistance that State provides to First Data. State will provide First Data with assistance as First Data reasonably requests related to the Support Services.

6.2. The terms of this Schedule apply to First Data's provision of the SaaS Services, and the Support for the applicable SaaS Services is outlined in SaaS Services Support Schedule. First Data may amend or replace the SaaS Services Support Schedule, but any amendment or replacement of support will not (without State's prior written consent) materially reduce the scope of First Data's obligations under this Schedule.

7. State's Use Restrictions:

7.1. State agrees that it will:

7.1.1. cause any legal entities, Affiliates, or individuals who access or use the SaaS Services or submit information to the SaaS Services (**Users**) to comply with this Schedule, and State is solely responsible for Users' compliance with this Schedule;

7.1.2. immediately notify First Data of any unauthorized access or use and take necessary steps to prevent further unauthorized access or use;

7.1.3. use the SaaS Services (including devices) only in accordance with Documentation that First Data may provide and for the purposes set forth by First Data;

7.1.4. ensure that: (a) each transaction will be genuine and the result of a bona fide transaction for the sale of goods and services sold by State; and (b) State will apply transaction proceeds solely to satisfy the payment obligations owed to State for the sale of goods and services sold by the State and not for other payment obligations of the party that initiated the transaction to include that it may not use First Data Services to receive funds to pay obligations of State's customers or Users;

7.1.5. obtain all legally required consents for information submitted to the SaaS Services; and

7.1.6. comply with all applicable Laws.

7.2. State agrees that it will not, and will not permit Users to:

7.2.1. permit unauthorized access to or use of the SaaS Services, data in the SaaS Services, or related systems;

7.2.2. resell, redistribute, or otherwise make the SaaS Services available to any third party and will not use the SaaS Services to provide services to any third party (for example, business process outsourcing, service bureau applications, time-sharing, or third party training) without First Data's express written consent (which may be withheld in First Data's sole discretion and may be subject to additional fees and terms);

7.2.3. use the SaaS Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

7.2.4. use the SaaS Services to store or transmit viruses, worms, time bombs, or other harmful or malicious code, files, scripts, agents, or programs;

7.2.5. interfere with or disrupt the integrity or performance of the SaaS Services, or third-party data contained in the SaaS Services;

7.2.6. send First Data, or give First Data access to personally identifiable information or consumer data;

7.2.7. attempt to gain unauthorized access to the SaaS Services, or their related systems or networks;

7.2.8. submit or deposit any transaction in connection with the SaaS Services that is illegal, fraudulent, or not authorized;

7.2.9. receive funds from any person, User, or customer through a transaction for the purpose of making any payment to a third party on behalf of such person that would constitute the provision of money transmission services for the benefit of such person;

7.2.10. use the SaaS Services to: (a) process personal data revealing consumer information; or (b) upload, incorporate, process, or otherwise provide First Data with, any "protected health information" within the meaning of the Health Insurance Portability and Accountability Act of 1996, as amended; and

7.2.11. engage in any activity or submit any Transaction (in connection with the Services) that fails to comply with applicable Laws.

7.3. State agrees that it is solely responsible for:

7.3.1. the accuracy, quality, integrity, and legality of all transactions and information it submits to the SaaS Services (**State Data**), and of the means by which it acquired all State Data;

7.3.2. the security of data residing on servers owned or operated by State or a third party designated by State (other than First Data); and

7.3.3. maintaining any necessary records of State Data and transactions.

7.3.4. For clarity, State acknowledges that First Data has no obligation to maintain any State Data other than as necessary for First Data to perform the SaaS Services.

8. **System Passwords and Security.**

8.1. **Passwords**. Parts of the SaaS Services are password protected. State will solely and exclusively control the creation and provision of passwords for access to the SaaS Services.

8.2. State is responsible for the confidentiality of all passwords and access obtained by State passwords, and State is liable for all access to the SaaS Services other than First Data's access.

8.3. Except for access to the SaaS Services by First Data, or access to the SaaS Services granted by First Data to a third party, State is liable for all access to the SaaS Services.

8.4. First Data will promptly suspend access rights for a State-generated password if State informs First Data in writing (including via electronic mail) of potentially improper access to or use of the State-generated password.

8.5. **Security**. State agrees that it is responsible for: (1) the safety, security, and administrative safeguards of its systems, (2) unauthorized access through State's systems, SaaS Services, or First Data systems as a result of State's integration with the First Data's systems, or State's receipt of the SaaS Services, other than access by First Data; and (3) access to State's Systems, the SaaS Services, or First Data systems through State's integration with First Data systems, or State's receipt of the SaaS Services, other than access by First Data. State will promptly reimburse First Data for any fines, fees, assessments, penalties, costs, liabilities or other obligations imposed by a governmental authority, regulator, payment network, or applicable Law due to a breach of this Schedule (**Network Security Obligations**).

8.6. **Suspension.** First Data may immediately suspend State's access to the SaaS Services if First Data in its sole discretion, has reason to believe that there has been any unauthorized access or use of the SaaS Services, State's integration with the SaaS Services, or other First Data Services.

9. **Allocation of Risk**.

9.1. First Data and State will each be responsible for maintaining appropriate technical, physical, and administrative safeguards to prevent unauthorized access to each of their respective systems, the First Data Services, or State's integration with the First Data Services.

9.2. *First Data disclaims all warranties (express or implied) related to the SaaS Services;*

including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, and uninterrupted or error-free operation.

9.3. **Consequential Damages.** *Neither party will be liable to the other under any circumstances for any exemplary, punitive, special, indirect, incidental, or consequential damages, or for any lost profits (except for Fees owed under this Schedule), lost revenues, lost business opportunities, loss of value, or reputational harm; regardless of whether these damages were foreseeable or either party was advised they were possible*. *Network Security Obligations are not excluded by this Section.*

9.4. **Limitation of Liability.** First Data's (and its Affiliates') total aggregate liability to State for all Losses arising in connection with this Schedule (regardless of the form of action or legal theory) will not exceed the Fees paid to First Data for the use of the SaaS Services provided under this Schedule in the 2 months preceding the event giving rise to such claim.

10. **General.**

10.1. **Networks** include any national or international payment brands or networks (e.g. Visa, MasterCard), or and any other payment card, payment instrument, or payment system governing organization (e.g. PCI-DSS, Nacha, issuing banks). The **Network Rules** are the rules, requirements, and standards of each of the Networks. Each party will comply with the Network Rules, and any other laws, rules, and regulations that apply to its respective performance under this Schedule (together, **Laws**).

10.2. Neither party may assign this Schedule without the other's written consent (which will not be unreasonably withheld); however, First Data may assign this Schedule to an Affiliate or an entity that acquires substantially all of the stock, assets, or business unit without State's written consent. Assignments in violation of this Section are void.

10.3. This Schedule is binding upon the parties, their participating or authorized Affiliates, and their respective successors and permitted assigns. State represents and warrants that it has the authority to bind any participating or authorized Affiliates to the terms of this Schedule, and State and its Affiliates are jointly and severally liable for their obligations under this Schedule.

Authorized Signatures:

State of Nebraska	**First Data Merchant Services LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

UBT
Union Bank & Trust

SaaS Services and Fees Schedule

	Schedule A - Fees					

#	Product / Services / Offering	Unit Price	Units	Extended Price	First Invoice Date	Frequency	Notes
1.	Onetime Professional Services						
1.1.							
1.2.	SnapPay Set-up / Configuration Fee			$0		Onetime	Reference SoW
1.3.	Integrated Receivables Set-up fees						
1.4.	Enhancements , customization fees					T & M	Billed twice a month
1.5.	Token Conversion			$		Onetime	Specify approximate number of tokens that will be converted
1.6.	Device Acquisition						Specify the device name
1.7.	Total						

#	Product / Services / Offering	Unit Price	Units	Extended Price	First Invoice Date	Frequency	Notes
2.	Recurring SaaS Fees						
2.1.							
2.2.	Base Technology Foundation Fees					Annual	Based on tiered pricing. Also we may limit number of users in certain cases
2.3.	Electronic Invoice Presentation & Payment (EIPP)					Annual	Based on tiered pricing
2.4.	ERP Integration (identify ERP)					Annual	Based on tiered pricing
2.5.	API Integration					Annual	Based on tiered pricing - Name 3rd party integration

2.6.	Invoice History		___ Years			Annual	Based on tiered pricing
2.7.	Bank Reconciliation with ERP					Annual	Based on tiered pricing
2.8.	Device fees					Annual	Based on tiered pricing
2.9.							
	Total						

3.	**Recurring Transaction Fees**						
3.1.							
3.2.	Gateway Fee					Annual	This is fixed annual fee per mid
3.3.	Gateway Per Transaction processing Fees					Monthly	Based on tiered pricing
3.4.	Integrated Receivable - Per Credit					Monthly	Based on tiered pricing
3.5.	Integrated Receivable - Per Invoice Line					Annual	Based on tiered pricing - Name 3rd party integration
3.6.	Integrated Receivable - Per Check Scanned					Annual	Based on tiered pricing
3.7.	Integrated Receivable - Per Check or remittance captured via mobile device		___ Years			Annual	Based on tiered pricing
3.8.							
	Total						

SaaS Services Support Schedule
Introduction

This SaaS Services Support Schedule provides an overview of the **Support Services** offered by First Data for multi-tenant SaaS Services. The Support Services described in this document apply only to multi-tenant SaaS Services under this Schedule. First Data will provide these Support Services after the Acceptance Date. First Data reserves the right to alter the solution, Documentation, and specifications without notice.

Technical Support Services

Availability of Technical Support Services. First Data has two Support Tiers:
1. **24 X 7**: 24 hours per day, any day of the year.
2. **Business Hours**: Monday – Friday, 9am to 5pm US Central Time (not including federally observed holidays).

State can contact First Data for Support Services via CRM (*logging detailed tickets*), email, or telephone as follows:

- Email Support: spaysupport@firstdata.com
- Telephone Support: +1 (630) 429-9844 (*Voicemail during Business Hours; Helpdesk after hours*)

Issue Qualification and Response Protocol

First Data classifies State issues by Severity Level to effectively allocate resources and respond to State in a timely manner. Once qualified, issues are treated according to the following response protocols. First Data will provide Technical 24 x 7 Support Services for Critical issues until resolution or a fix has been implemented. First Data will provide Technical Support Services during Business Hours for High and Moderate issues.

Issue Qualification		
(1) Critical	**(2) High**	**(3) Moderate**
• Renders SaaS Services effectively inoperable; • Prevents or significantly delays the completion of transactions; • Causes data loss or data corruption; • Creates a condition wherein necessary work cannot proceed; or • Impacts more than 20% of the users for the above situations.	• Causes significant problems with normal workflow; • Requires highly impractical or unreasonable efforts to resolve; • Produces unsatisfactory, sub-standard, or incomplete final output within the scope of the product in question; or • Impacts more than 33% of the users for the above situations.	• Causes moderate levels of inconvenience or inefficiency with no major impact on the normal workflow; • Is of limited scope and impact; • Has a reasonable, satisfactory work-around; or • Is potentially significant but limited to non-essential functions or features.

Response Protocol			
Severity Level	**Support Tier**	**Acknowledgement of Issue**	**Begin Working on Resolution**
(1) Critical	24 x 7	ASAP after receipt of the Technical Support Request	ASAP from acknowledgement
(2) High	Business Hours	Up to 1 Business Day from the receipt of the Technical Support Request	2 Business Days from acknowledgement

(3) Moderate	Business Hours	Up to 1 Business Day from receipt of Technical Support Request	5 Business Days from the acknowledgement

Support Request Process

To initiate a technical support request, the State must contact First Data Technical Support in order of priority:

Critical:
a. Log the ticket in CRM with details (*This ensures that the appropriate Support Services staff receive the acknowledgement email along with State*);
b. Send an email to the Support Helpdesk (*spaysupport@firstdata.com*); and
c. Call the helpdesk (*Note: This would direct you to a voicemail during Business Hours. After hour calls will be answered by the helpdesk*).

High and Moderate:
a. Log the ticket in CRM with details (*This ensures that all the Support staff receives the acknowledgement email along with the customer*); and
b. Follow up can be sent to Director of Support / Support Manager if a timely response is not received.

Note: Upon initiation of a support request by phone, the support desk representative will:
1. Record details of the support request logged in to First Data's ticketing system (*This system is internal to First Data. The CRM access provided to the customer would still serve to be the primary ticket logging portal*)
2. The support request may be passed on to a Tier 1 technical analyst to attempt to resolve the issue while the State is on the telephone.
3. The support representative will coordinate with the State and the Technical Analyst through resolution of the support request.
4. Only State Contacts (as defined below) can initiate a ticket. Regular users of SaaS Services may not be able to report tickets.

Contact Prioritization and Escalation
First Data manages the escalation of State issues internally. A call not resolved within the applicable technical resolution period will be escalated to management for resolution.
State may request a call to be escalated to First Data SaaS Services Support Management if the applicable response period has elapsed or First Data has been unable to resolve the issue to the State's satisfaction.

Support Contacts
For security purposes, State must designate at least one primary point of contact authorized by the State (the **State Contacts**) to make decisions regarding the SaaS Services. This person must be fully trained in the system operational environment and be capable of supporting the software. The State must ensure a trained representative is available with the authority to shutdown/work on the system or provide access to the site if required. Any representative of State that submits a request for support may be required to verify his or her identity as the State Contact in accordance with First Data's standard procedures for such verification. First Data will not be liable for any delay or failure to provide Support Services as required by this document to the extent such delay or failure results from the unavailability of a trained representative with proper authority and/or ability to verify themselves as an authorized representative of State, or any failure by State to provide cooperation, input or feedback as reasonably required and on a timely basis.

Schedule 2
Convenience Fee Service Schedule

This Schedule 2 (Schedule) adds the Convenience Fee Service Schedule to the Payment Solution Agreement (Agreement) between First Data and the State. The terms of the Agreement and this Schedule apply to the Convenience Fee Service, but if anything in this Schedule conflicts with the Agreement, this Schedule will control. The Convenience Fee Service is a Service under the Agreement and is provided by First Data and not by Bank. Bank is not a party to this Schedule and is not liable to State in connection with the Service of this Schedule.

1   Convenience Fee Service

1.1   First Data will provide State with the Service as described in this Schedule.

1.2   **Service** means the creation and operation of a portal hosted by First Data and/or Interactive Voice Response (IVR) system and a gateway to allow State to submit internet payments from State customers with an appended convenience fee paid by State customers using credit, PIN debit, signature debit, and pre-paid debit cards and ACH. The Convenience Fee services includes the creation of a portal along with a gateway that allows State to connect to First Data's payments system in order to provide the merchant acquiring services in the Agreement for the payments submitted through the Portal or IVR.

1.3   The Portal will integrate with State's website through a hyperlink. State will be able to provide reasonable input into the basic configuration of client logo, colors and field labels for the Portal.

1.4   The Portal will include the following capabilities:

1.4.1   Provide the option to pay with a debit or credit card or via ACH (ACH requires separate TeleCheck Schedule). Payment pages redirect State consumers to a payment form hosted by First Data. To accomplish this a "Checkout" button is displayed within an HTML form on State's website.

1.4.2   The Portal will inform the customer of the requirement and amount of the convenience fee and obtain consent to levy the convenience fee or allow termination of the transaction. If the customer accepts, Processor will submit the transaction consisting of the amount due to State and the convenience fee for authorization over the applicable debit or credit, network or via TeleCheck.

1.4.3   State customers will be provided the opportunity to provide an email address to receive notification of completion of the transaction.

1.4.4   For convenience fee transactions pursuant to this Schedule, State will receive the principal amount owed to State and First Data will receive the convenience fee through settlement. State shall not be charged transaction authorization fees, gateway transaction fees, or related fees such as interchange or discount fees from the Card Brands or transaction fees related to ACH (eCheck) transactions, which shall be paid by First Data.

Chargebacks and associated chargeback fees are charged to State and netted daily. Service does not include dispute management and is State's responsibility.

1.4.5 Processor will daily batch the payments received and generate a payment file of amounts paid. State can receive an online report showing transactions processed on a range date using Processor's Business Track (SM) reporting portal.

1.4.6 Graphical depiction of the typical steps involved in transaction flow.

Step	Step Description
Account Look-Up	**STEP 1:** • State customer enters Account number to find amount due and other Account details
Choose to pay	**STEP 2:** • State customer elects to make a payment against the amount due
Collect card or eCheck details	**STEP 3:** • State customer enters payment card or eCheck (ABA/DDA) details, if applicable
Agree to convenience fee	**STEP 4:** • State customer agrees to convenience fee in addition to amount due
Payment processing	**STEP 5:** • If State customer agrees to convenience fee, processor facilitates the payment processing
Payment completion	**STEP 6:** • Processor will notify State customer of payment completion if email is provided. • Processor updates State on payment status

Fees

State customers will pay a convenience fee in the amount of 2.75% of the sum paid to State per transaction.

License, Restrictions, and Requirements

1.5   Subject to the terms and conditions of this Schedule (including additional rights and licenses granted in the Documentation or an exhibit to this Schedule), First Data grants to State a non-sublicensable, royalty free, non-exclusive, nontransferable, revocable, limited license to use the Service during the term of this Schedule only for (1) the purpose of submitting payment transactions to First Data for processing, and (2) the purposes described in this Schedule. All references to the Service or its components in this Schedule include the applicable Software.

1.6   Subject to the terms and conditions of this Schedule, First Data grants to State a non- sublicensable, royalty free, non-exclusive, non-transferable, revocable, limited license to use the Documentation during the term of this Schedule only for the purpose of supporting State's use of the Service. Documentation means all manuals and other written materials in any form provided for use with the Portal, as amended from time to time by First Data; provided, First Data agrees to provide State with notice of any modification thereof. State must strictly comply with all Documentation provided to State, and First Data may amend the Documentation in First Data's discretion. If there is any conflict between the Documentation and the terms of Schedule, the terms of this Schedule will control.

1.7   State acknowledges that the Service and Documentation are First Data's intellectual property, and State must not, and must not cause or permit any third party to:

(1)   Use the Service except as permitted by this Schedule or the Documentation or as permitted by First Data in writing;

(2)   Use the Service or Documentation, either directly or indirectly, for benchmarking purposes or to develop any product or service that competes with the Service;

(3)   Disassemble, decompile, decrypt, extract, reverse engineer, or modify the Service or otherwise apply any procedure or process to the Service in order to ascertain, derive, or use the source code or source listings for the Service or any algorithm, process, procedure or other information contained in the Service;

(4)   Provide the Service or Documentation to any third party, other than to State's authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of the Agreement;

(5)   Use, modify, adapt, reformat, copy or reproduce the Service or Documentation or any portion thereof, except as is incidental to the purposes of this Schedule, or for archival purposes (any permitted copies must contain all appropriate proprietary notices);

(6)   Rent, lease, upload, assign, sublicense, transfer, distribute, allow access to,

or time share the Service or Documentation;

(7)   Circumvent or attempt to circumvent any security measures of the Service;

(8)   Attempt to access or actually access portions of the Platform or Service not authorized for State's use; or

(9)   Use the Service in any unlawful manner or for any unlawful purpose.

1.8   The licenses granted under this Schedule may be subject to other licenses currently held by First Data or its subcontractors. If any license held by First Data to certain technology or software is terminated or suspended, the corresponding license(s) granted to State under this Schedule may also be terminated or suspended in First Data's sole and absolute discretion. State acknowledges and agrees to the potential termination or suspension of such licenses. To the extent permitted by applicable law, State waives all damages (whether actual, incidental, or consequential) resulting from termination or suspension of a license granted hereunder.

1.9   Except for the limited licenses granted above, this Schedule does not grant State any rights or licenses (express or implied) in any patents, copyrights, trademarks, trade secrets, or other Intellectual Property Rights in or related to the Service, all of which are and will remain the sole and exclusive property of First Data, its vendors, or its licensors. First Data reserves and withholds all rights, title, and interests associated with the Service that are not expressly licensed to State in this Schedule. First Data may revoke this license if State (1) fails to comply with this Schedule, or (b) misuses the Service.

1.10   If State is acquiring the Software on behalf of any part of the United States Government (the Government), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. First Data is the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the Government or any of its agencies will be governed by the terms of this Schedule and will be prohibited except to the extent expressly permitted by the terms of this Schedule.

1.11   The limited licenses provided above will automatically terminate when this Schedule terminates. Within five days after termination, State must either return or destroy the Software and the Documentation and must certify to First Data in writing that the return or destruction has occurred.

UBT
Union Bank & Trust

Exhibit 03.
Merchant Card Processing Statement

BANK LOGO HERE
4000 Coral Ridge Dr
Coral Springs, FL 33065

YOUR CARD PROCESSING STATEMENT

ABC SERVICES INC.
JOHN SMITH
123 MAIN STREET
ANYTOWN NY 12345-6789

Page 1 of 7		*THIS IS NOT A BILL*
Statement Period	04/01/17 - 04/30/17	
Merchant Number	123456789995	
Customer Service	Website - www.businesstrack.com	
	Phone - 1-877-274-7915	

SUMMARY — An overview of account activity for the statement period.

Page	2	**Total Amount Submitted**	$108,747.99
Page	4	**Third Party Transactions**	-$9,777.52
Page	4	**Chargebacks/Reversals**	0.00
Page	4	**Adjustments**	0.00
Page	5	**Fees**	-$338.89
Page	6	**Interchange**	-$1,041.48
		Total Amount Processed	**$97,590.10**

UBT
Union Bank & Trust

Exhibit 03
Merchant Card Processing Statement

YOUR CARD PROCESSING STATEMENT

Merchant Number	123456789995		
Customer Service	Website - www.businesstrack.com	Page 2 of 7	
	Phone - 1-877-274-7915	Statement Period	04/01/17 - 04/30/17

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

SUMMARY BY DAY

Date Submitted	Submitted Amount	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees	Interchange	Amount Processed
03/31/17	$4,355.04	-$617.04	0.00	0.00	0.00	0.00	$3,738.00
04/01/17	$6,245.65	-$40.00	0.00	0.00	0.00	0.00	$6,205.65
04/03/17	$5,283.86	0.00	0.00	0.00	0.00	0.00	$5,283.86
04/04/17	$8,389.68	-$126.00	0.00	0.00	0.00	0.00	$8,263.68
04/05/17	$3,362.87	-$68.00	0.00	0.00	0.00	0.00	$3,294.87
04/06/17	$2,087.81	-$89.00	0.00	0.00	0.00	0.00	$1,998.81
04/07/17	$6,849.60	-$3,042.50	0.00	0.00	0.00	0.00	$3,807.10
04/08/17	$1,982.19	-$292.00	0.00	0.00	0.00	0.00	$1,690.19
04/10/17	$9,343.65	-$296.50	0.00	0.00	0.00	0.00	$9,047.15
04/11/17	$2,696.90	-$192.00	0.00	0.00	0.00	0.00	$2,504.90
04/12/17	$4,053.08	-$37.00	0.00	0.00	0.00	0.00	$4,016.08
04/13/17	$5,873.06	-$20.00	0.00	0.00	0.00	0.00	$5,853.06
04/14/17	$4,599.32	-$162.00	0.00	0.00	0.00	0.00	$4,437.32
04/15/17	$4,463.95	-$565.45	0.00	0.00	0.00	0.00	$3,898.50
04/17/17	$2,992.84	-$40.00	0.00	0.00	0.00	0.00	$2,952.84
04/18/17	$1,806.07	-$229.00	0.00	0.00	0.00	0.00	$1,577.07
04/19/17	$1,627.78	-$51.98	0.00	0.00	0.00	0.00	$1,575.80
04/20/17	$3,959.42	-$552.00	0.00	0.00	0.00	0.00	$3,407.42
04/21/17	$5,771.08	-$119.00	0.00	0.00	0.00	0.00	$5,652.08
04/22/17	$2,248.45	-$300.00	0.00	0.00	0.00	0.00	$1,948.45
04/24/17	$4,227.07	-$2,164.50	0.00	0.00	0.00	0.00	$2,062.57
04/25/17	$1,916.04	-$67.00	0.00	0.00	0.00	0.00	$1,849.04
04/26/17	$2,201.33	-$480.35	0.00	0.00	0.00	0.00	$1,720.98
04/27/17	$2,928.88	-$258.70	0.00	0.00	0.00	0.00	$2,670.18
04/28/17	$2,613.27	$166.50	0.00	0.00	0.00	0.00	$2,779.77
04/29/17	$6,869.10	-$134.00	0.00	0.00	0.00	0.00	$6,735.10
Month End Charge	0.00	0.00	0.00	0.00	-$338.89	-$1,041.48	-$1,380.37
Total	**$108,747.99**	**-$9,777.52**	**0.00**	**0.00**	**-$338.89**	**-$1,041.48**	**$97,590.10**

SUMMARY BY CARD TYPE

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Items	Amount
Mastercard	$133.31	138	$18,396.51	0	0.00	138	$18,396.51
VISA	$109.80	357	$39,614.31	3	-$86.01	360	$39,528.30
Discover	$77.45	20	$1,549.04	0	0.00	20	$1,549.04
American Express	$175.07	46	$8,394.98	1	-$166.50	47	$8,228.48
Debit/Atm	$88.84	462	$41,045.66	0	0.00	462	$41,045.66
Total		**1023**	**$109,000.50**	**4**	**-$252.51**	**1027**	**$108,747.99**

Exhibit 03
Merchant Card Processing Statement

YOUR CARD PROCESSING STATEMENT

Merchant Number	123456789995
Customer Service	Website - www.businesstrack.com
	Phone - 1-877-274-7915

Page 3 of 7

Statement Period	04/01/17 - 04/30/17

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
930954310834	04/01/17	$65.38	25	$1,634.54	0	0.00	25	$1,634.54
930954310835	04/01/17	$80.01	34	$2,720.50	0	0.00	34	$2,720.50
930954010836	04/02/17	$232.96	22	$5,125.11	0	0.00	22	$5,125.11
930954010837	04/02/17	$86.20	13	$1,120.54	0	0.00	13	$1,120.54
930954030838	04/04/17	$131.41	21	$2,759.66	0	0.00	21	$2,759.66
930954030839	04/04/17	$140.23	18	$2,524.20	0	0.00	18	$2,524.20
930954040840	04/05/17	$441.40	17	$7,503.76	0	0.00	17	$7,503.76
930954040841	04/05/17	$49.22	18	$885.92	0	0.00	18	$885.92
930954050842	04/06/17	$62.69	25	$1,567.31	0	0.00	25	$1,567.31
930954050843	04/06/17	$89.78	20	$1,795.56	0	0.00	20	$1,795.56
930954060844	04/07/17	$50.18	11	$552.00	0	0.00	11	$552.00
930954060845	04/07/17	$109.70	14	$1,535.81	0	0.00	14	$1,535.81
930954070846	04/08/17	$157.97	33	$5,213.06	0	0.00	33	$5,213.06
930954070847	04/08/17	$58.45	28	$1,636.54	0	0.00	28	$1,636.54
930954080848	04/09/17	$72.32	21	$1,518.69	0	0.00	21	$1,518.69
930954080849	04/09/17	$38.63	12	$463.50	0	0.00	12	$463.50
930954100850	04/11/17	$225.85	34	$7,678.94	0	0.00	34	$7,678.94
930954100851	04/11/17	$104.04	16	$1,664.71	0	0.00	16	$1,664.71
930954110852	04/12/17	$123.06	11	$1,353.65	0	0.00	11	$1,353.65
930954110853	04/12/17	$95.95	14	$1,343.25	0	0.00	14	$1,343.25
930954120854	04/13/17	$126.55	22	$2,784.02	0	0.00	22	$2,784.02
930954120855	04/13/17	$84.60	15	$1,269.06	0	0.00	15	$1,269.06
930954130856	04/14/17	$351.00	7	$2,457.00	0	0.00	7	$2,457.00
930954130857	04/14/17	$227.74	15	$3,416.06	0	0.00	15	$3,416.06
930954140858	04/15/17	$58.38	46	$2,685.43	0	0.00	46	$2,685.43
930954140859	04/15/17	$47.85	40	$1,913.89	0	0.00	40	$1,913.89
930954150860	04/16/17	$79.81	28	$2,234.70	0	0.00	28	$2,234.70
930954150861	04/16/17	$79.62	28	$2,229.25	0	0.00	28	$2,229.25
930954170862	04/18/17	$59.95	28	$1,789.79	1	-$51.31	29	$1,738.48
930954170863	04/18/17	$54.54	23	$1,254.36	0	0.00	23	$1,254.36
930954180864	04/19/17	$44.09	29	$1,278.50	0	0.00	29	$1,278.50
930954180865	04/19/17	$58.62	9	$527.57	0	0.00	9	$527.57
930954190866	04/20/17	$56.02	19	$1,147.05	1	-$26.70	20	$1,120.35
930954190867	04/20/17	$46.13	11	$507.43	0	0.00	11	$507.43
930954200868	04/21/17	$79.92	27	$2,157.96	0	0.00	27	$2,157.96
930954200869	04/21/17	$128.68	14	$1,801.46	0	0.00	14	$1,801.46
930954210870	04/22/17	$72.00	24	$1,808.02	1	-$8.00	25	$1,800.02
930954210871	04/22/17	$165.46	24	$3,971.06	0	0.00	24	$3,971.06
930954220872	04/23/17	$80.40	15	$1,206.00	0	0.00	15	$1,206.00
930954220873	04/23/17	$74.46	14	$1,042.45	0	0.00	14	$1,042.45
930954240874	04/25/17	$161.94	20	$3,238.88	0	0.00	20	$3,238.88
930954240875	04/25/17	$65.88	15	$988.19	0	0.00	15	$988.19
930954250876	04/26/17	$45.96	13	$597.50	0	0.00	13	$597.50
930954250877	04/26/17	$94.18	14	$1,318.54	0	0.00	14	$1,318.54
930954260878	04/27/17	$64.49	17	$1,096.25	0	0.00	17	$1,096.25
930954260879	04/27/17	$73.67	15	$1,105.08	0	0.00	15	$1,105.08
930954270880	04/28/17	$76.36	10	$763.57	0	0.00	10	$763.57
930954270881	04/28/17	$196.85	11	$2,165.31	0	0.00	11	$2,165.31
930954280882	04/29/17	$82.02	18	$1,724.91	1	-$166.50	19	$1,558.41
930954280883	04/29/17	$70.32	15	$1,054.86	0	0.00	15	$1,054.86
930954290884	04/30/17	$337.70	18	$6,078.54	0	0.00	18	$6,078.54
930954290885	04/30/17	$65.88	12	$790.56	0	0.00	12	$790.56
Total			**1023**	**$109,000.50**	**4**	**-$252.51**	**1027**	**$108,747.99**

UBT
Union Bank & Trust

Exhibit 03
Merchant Card Processing Statement

YOUR CARD PROCESSING STATEMENT

Merchant Number	123456789995		
Customer Service	Website - www.businesstrack.com Phone - 1-877-274-7915	Page 4 of 7	
		Statement Period	04/01/17 - 04/30/17

THIRD PARTY TRANSACTIONS
Transactions that are passed directly to Third Party Service Providers for processing and/or funding.

Date	Description	Amount
03/31/17	Transactions submitted to Discover	-$333.04
03/31/17	Transactions submitted to American Express	-$284.00
04/01/17	Transactions submitted to American Express	-$40.00
04/04/17	Transactions submitted to American Express	-$126.00
04/05/17	Transactions submitted to American Express	-$68.00
04/06/17	Transactions submitted to American Express	-$89.00
04/07/17	Transactions submitted to Discover	-$237.00
04/07/17	Transactions submitted to American Express	-$2,805.50
04/08/17	Transactions submitted to American Express	-$25.00
04/08/17	Transactions submitted to Discover	-$267.00
04/10/17	Transactions submitted to American Express	-$296.50
04/11/17	Transactions submitted to American Express	-$192.00
04/12/17	Transactions submitted to Discover	-$37.00
04/13/17	Transactions submitted to American Express	-$20.00
04/14/17	Transactions submitted to American Express	-$88.00
04/14/17	Transactions submitted to Discover	-$74.00
04/15/17	Transactions submitted to American Express	-$550.45
04/15/17	Transactions submitted to Discover	-$15.00
04/17/17	Transactions submitted to American Express	-$40.00
04/18/17	Transactions submitted to American Express	-$35.00
04/18/17	Transactions submitted to Discover	-$194.00
04/19/17	Transactions submitted to American Express	-$51.98
04/20/17	Transactions submitted to Discover	-$169.00
04/20/17	Transactions submitted to American Express	-$383.00
04/21/17	Transactions submitted to Discover	-$52.00
04/21/17	Transactions submitted to American Express	-$67.00
04/22/17	Transactions submitted to American Express	-$300.00
04/24/17	Transactions submitted to American Express	-$2,164.50
04/25/17	Transactions submitted to American Express	-$67.00
04/26/17	Transactions submitted to Discover	-$37.00
04/26/17	Transactions submitted to American Express	-$443.35
04/27/17	Transactions submitted to American Express	-$258.70
04/28/17	Transactions submitted to American Express	$166.50
04/29/17	Transactions submitted to Discover	-$134.00
TOTAL		**-$9,777.52**

CHARGEBACKS/REVERSALS
Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
		No Chargebacks/Reversals for this Statement Period		
Total				**0.00**

ADJUSTMENTS
The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.

Date	Description	Amount
	No Adjustments for this Statement Period	
Total		**0.00**

Exhibit 03
Merchant Card Processing Statement

YOUR CARD PROCESSING STATEMENT

Merchant Number	123456789995
Customer Service	Website - www.businesstrack.com Phone - 1-877-274-7915

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Statement Period	04/01/17 - 04/30/17

FEES — Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

TRANSACTION FEES

	Amount
MASTERCARD	
MASTERCARD ACCESS FEE 144 TRANSACTIONS AT .0299	-$4.31
MC ASSESSMNT TRAN AMT >=$1K .0006 TRNS $ 7403.06	-$1.48
MASTERCARD ASSESSMENT FEE .0012 TIMES $18396.51	-$22.08
MC LICENSE VOLUME FEE .000207 DISC RATE TIMES $18396.51	-$3.81
MASTERCARD AUTH FEE 144 TRANSACTIONS AT .023	-$3.31
MC CVC2 TRANSACTION FEE 14 TRANSACTIONS AT .0025	-$0.04
VISA	
VISA ASSESSMENT FEE DB .0013 TIMES $9339.14	-$12.14
VISA ACCESS FEE 369 TRANSACTIONS AT .0299	-$11.03
VISA ASSESSMENT FEE CR .0013 TIMES $30275.17	-$39.36
VISA CREDITS TRANS FEE 3 TRANSACTIONS AT .023	-$0.07
VISA AUTH FEE 369 TRANSACTIONS AT .023	-$8.49
DISCOVER	
DISCOVER AUTH FEE 20 TRANSACTIONS AT .023	-$0.46
AMERICAN EXPRESS	
AMEX CREDITS TRANS FEE 1 TRANSACTIONS AT .023	-$0.02
AMEX AUTH FEE 46 TRANSACTIONS AT .023	-$1.06
DEBIT CARD	
NYCE FILE FEE 41 TRANSACTIONS AT .0014	-$0.06
Other	
VI BASE II CR VOUCHER FEE CR 1 TRANSACTIONS AT .0195	-$0.01
VI BASE II CRVOUCHER FEE DB/PP 2 TRANSACTIONS AT .0155	-$0.03
TRANSARMOR TOKEN & ENCRYPT 1017 TRANSACTIONS AT .02	-$20.34
TRANSARMOR TOKEN ONLY 10 TRANSACTIONS AT .02	-$0.20
TOTAL TRANSACTION FEES	**-$128.30**

DEBIT NETWORK FEES

	Amount
STAR NE ALL STAR REGULATED DEC	-$0.20
STAR NE ALL STAR REGULATED	-$60.82
ACCEL	-$15.98
STAR SE	-$0.73
STAR WEST ALL STAR REGULATED	-$0.30
STAR SE REGULATED	-$15.83
STAR NE - ALL STAR	-$0.75
MAESTRO	-$17.97
NYCE PREMIER REGULATED DECLINE	-$0.05
ACCEL DECLINE	-$0.04
STAR NE	-$0.54
NYCE PREMIER DECLINE	-$0.05
ACCEL ADVANTAGE	-$6.67
MAESTRO REGULATED	-$33.75
JEANIE - 065000 DECLINE	-$0.06
PULSE PAY LIMITED/PREPAID	-$2.40
JEANIE - 065000	-$1.14
STAR NE REGULATED	-$1.88
NYCE PREMIER REGULATED	-$3.61
STAR SE ALL STAR REGULATED	-$5.27
MAESTRO REGULATED DECLINE	-$0.08
NYCE PREMIER	-$23.26
DEBIT CARD AUTHORIZATION FEE 435 TRANSACTIONS AT .023	-$10.00
TOTAL DEBIT NETWORK FEES	**-$201.38**

ACCOUNT FEES

	Amount
VISA NETWORK FEE CP 1B-09	-$6.00
MC MERCH MONTHLY LOCATION FEE	-$1.25

Exhibit 03
Merchant Card Processing Statement

YOUR CARD PROCESSING STATEMENT

Merchant Number	123456789995
Customer Service	Website - www.businesstrack.com
	Phone - 1-877-274-7915

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Statement Period	04/01/17 - 04/30/17

FEES — Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

VISA INTL SERVICE FEE - BASE 1 TRANS TOTALING $132	-$1.06
VI TRANSACTION INTEGRITY FEE 9 TRANSACTIONS AT .1	-$0.90
TOTAL ACCOUNT FEES	**-$9.21**
TOTAL	**-$338.89**

INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Rate	Interchange Cost Per Transaction	Sub Total	Total Interchange Charges
MASTERCARD								
MC-HIGH VAL MERIT III BASE	117.00	1	3	2	0.0220	0.100	-2.87	
MC-WORLDCARD MERIT III	3327.20	18	37	27	0.0177	0.100	-62.59	
MC-REG CONSM WFRAUD ADJ MC(DB)	20.00	0	1	1	0.0005	0.220	-0.23	
MC-BUS LEVEL 2 DATA RATE I	156.00	1	3	2	0.0281	0.100	-4.68	
MC-WORLD ELITE MERIT I	40.00	0	1	1	0.0250	0.100	-1.10	
MC-ENHANCED MERIT III BASE	2481.69	13	20	14	0.0173	0.100	-44.93	
MC-REGULATED FRD ADJ COMM (DB)	169.00	1	2	1	0.0005	0.220	-0.52	
MC-CORP DATA RATE I (US) BUS	161.00	1	3	2	0.0265	0.100	-4.57	
MC-WORLD ELITE MERIT III	535.96	3	10	7	0.0220	0.100	-12.79	
MC-REG INCENT FRF ADJ POS (DB)	610.00	3	9	7	0.0005	0.220	-2.29	
MC-COM DATA RATE I FLT NFUEL	5241.30	28	1	1	0.0265	0.100	-138.99	
MC-DOMESTIC MERIT III (DB)	678.97	4	15	11	0.0105	0.150	-9.38	
MC-BUS LEVEL 3 DATA RATE I	74.00	0	1	1	0.0286	0.100	-2.22	
MC-ENHANCED MERIT I	120.00	1	2	1	0.0204	0.100	-2.65	
MC-WORLDCARD MERIT I	1395.00	8	5	4	0.0205	0.100	-29.10	
MC-DOMESTIC MERIT I	130.00	1	3	2	0.0189	0.100	-2.76	
MC-DOMESTIC MERIT I (DB)	210.00	1	1	1	0.0160	0.150	-3.51	
MC-DOMESTIC MERIT III	1138.00	6	20	14	0.0158	0.100	-19.98	
MC-DOMESTIC MERIT I PREPAID	1791.39	10	1	1	0.0176	0.200	-31.73	
MASTERCARD TOTAL	**18,396.51**		**138**					**-376.89**
VISA								
VI-SIGNATURE PREFERRED RETAIL	5619.28	14	44	12	0.0210	0.100	-122.40	
VI-EIRF NON CPS ALL OTHER	7176.00	18	47	13	0.0230	0.100	-169.75	
VI-US REGULATED (DB)	4960.02	12	75	21	0.0005	0.220	-18.98	
VI-US CPS/SMALL TCKT REG (DB)	83.67	0	9	3	0.0005	0.220	-2.02	
VI-BUSINESS CARD TR3 RETAIL	184.00	0	3	1	0.0240	0.100	-4.72	
VI-EIRF NON CPS ALL OTHER (DB)	125.00	0	2	1	0.0175	0.200	-2.59	
VI-US REGULATED NON-CPS (DB)	2548.00	6	8	2	0.0005	0.220	-3.03	
VI-CRVCHR DEBIT CARD (DB)	-78.01	0	2	1	0.0000	0.000	0.00	
VI-CPS SMALL TICKET (PP)	8.45	0	1	0	0.0160	0.050	-0.19	
VI-CPS/REWARDS 1	12418.17	31	93	26	0.0165	0.100	-214.20	
VI-SIGNATURE PREFERRED CRP STD	1887.00	5	13	4	0.0295	0.100	-56.97	
VI-CPS/SMALL TICKET	151.54	0	14	4	0.0165	0.040	-3.06	
VI-BUSINESS CARD TR1 RETAIL	239.97	1	2	1	0.0220	0.100	-5.48	
VI-CPS/RETAIL ALL OTHER (DB)	1563.00	4	22	6	0.0080	0.150	-15.80	
VI-SUPER PREMIUM LAC ISS US AC	132.00	0	1	0	0.0242	0.000	-3.19	
VI-BUSINESS CARD CP (DB)	51.00	0	1	0	0.0170	0.100	-0.97	
VI-BUSINESS CARD TR2 RETAIL	242.90	1	3	1	0.0230	0.100	-5.89	
VI-CPS/RETAIL ALL OTHER	2224.31	6	19	5	0.0151	0.100	-35.49	
VI-CONS NON-PASS TRANS CREDIT	-8.00	0	1	0	0.0176	0.000	0.14	
VISA TOTAL	**39,528.30**		**360**					**-664.59**
DISCOVER								

UBT
Union Bank & Trust

Exhibit 03
Merchant Card Processing Statement

YOUR CARD PROCESSING STATEMENT

Merchant Number	123456789995		Page 7 of 7	
Customer Service	Website - www.businesstrack.com Phone - 1-877-274-7915		Statement Period	04/01/17 - 04/30/17

INTERCHANGE	These are the variable fees charged by Card Organizations for processing transactions.							
						Interchange Cost		Total
Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Rate	Cost Per Transaction	Sub Total	Interchange Charges
DISCOVER PASS-THRU	1549.04	100	20	100	0.0000	0.000	0.00	
DISCOVER TOTAL	**1,549.04**		**20**					**0.00**
AMERICAN EXPRESS								
AMEX PASS-THRU	8228.48	100	47	100	0.0000	0.000	0.00	
AMERICAN EXPRESS TOTAL	**8,228.48**		**47**					**0.00**
DEBIT CARD								
DEBIT CARD NETWORK	41045.66	100	462	100	0.0000	0.000	0.00	
DEBIT CARD TOTAL	**41,045.66**		**462**					**0.00**
TOTAL	**108,747.99**		**1027**					**-1,041.48**

Exhibit 04

Form

A BIDDER Proposal Point of Contact
Request for Proposal Number 6556 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Union Bank and Trust
Bidder Address:	PO Box 82535 4243 Pioneer Woods Drive Lincoln NE 68506
Contact Person & Title:	Jan Sheridan, Vice President Treasury Management Services
E-mail Address:	Jan.Sheridan@ubt.com
Telephone Number (Office):	402-323-1519
Telephone Number (Cellular):	402-416-4311

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Union Bank and Trust
Bidder Address:	PO Box 82535 4243 Pioneer Woods Drive Lincoln NE 68506
Contact Person & Title:	Jan Sheridan, Vice President Treasury Management Services
E-mail Address:	Jan.Sheridan@ubt.com
Telephone Number (Office):	402-323-1519
Telephone Number (Cellular):	402-416-4311

MERCHANT CARD SERVICES COST PROPOSAL
RFP # 6556 Z1

Bidder must specify the cost for the specific line item in the unit of measure (UOM) provided. The UOM should not be changed. Bidder must also specify if there is a daily, monthly maximum per UOM. Bidder must identify a price for each year of the initial period of the contract and for each renewal period.

Assessment fees are pass through fees from the card associations and are not included on the cost proposal. In the event there are fees associated with the services that are not listed on the cost proposal below, the bidder shall list all such additional fees that could be charged under the contract on "Other Costs". The bidder should specify the UOM and any maximum caps and follow the same format as this cost sheet.

The following information is based on 2020 transactions processed by State Agency's as listed on Exhibit 3. The volumes used are estimates and not a representation of future volumes.

Bidder Name: Union Bank and Trust

MERCHANT CARD SERVICE COST PROPOSAL

Authorization Fee:	Estimated Volume	UOM	Year 1 Cost	Year 1 Total	Year 2 Cost	Year 2 Total	Year 3 Cost	Year 3 Total	Year 4 Cost	Year 4 Total	Year 5 Cost	Year 5 Total	Year 6 Cost	Year 6 Total	OR1 Y1 Cost	OR1 Y1 Total	OR1 Y2 Cost	OR1 Y2 Total	OR2 Y1 Cost	OR2 Y1 Total	OR2 Y2 Cost	OR2 Y2 Total	OR3 Y1 Cost	OR3 Y1 Total	OR3 Y2 Cost	OR3 Y2 Total
Visa	1,433,005	Per Transaction	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14	0.028000	40,124.14
MasterCard	454,173	Per Transaction	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84	0.028000	12,716.84
Discover	67,108	Per Transaction	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02	0.028000	1,879.02
American Express	20,979	Per Transaction	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41	0.028000	587.41
Debit Cards	28,706	Per Transaction	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77	0.028000	803.77
Total Authorization Fees:				56,111.19		56,111.19		56,111.19		56,111.19		56,111.19		56,111.19		56,111.19		56,111.19		56,111.19		56,111.19		56,111.19		56,111.19

Transaction Fee:	Estimated Volume	UOM	Y1 Cost	Y1 Total	Y2 Cost	Y2 Total	Y3 Cost	Y3 Total	Y4 Cost	Y4 Total	Y5 Cost	Y5 Total	Y6 Cost	Y6 Total	OR1 Y1 Cost	OR1 Y1 Total	OR1 Y2 Cost	OR1 Y2 Total	OR2 Y1 Cost	OR2 Y1 Total	OR2 Y2 Cost	OR2 Y2 Total	OR3 Y1 Cost	OR3 Y1 Total	OR3 Y2 Cost	OR3 Y2 Total
Visa	1,433,005	Per Transaction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MasterCard	454,173	Per Transaction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Discover	67,108	Per Transaction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Express	20,979	Per Transaction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debit Cards	28,706	Per Transaction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Transaction Fees:				-		-		-		-		-		-		-		-		-		-		-		-

Basis Point Calculation:	Estimated Dollar	UOM	Y1 Cost	Y1 Total	Y2 Cost	Y2 Total	Y3 Cost	Y3 Total	Y4 Cost	Y4 Total	Y5 Cost	Y5 Total	Y6 Cost	Y6 Total	OR1 Y1 Cost	OR1 Y1 Total	OR1 Y2 Cost	OR1 Y2 Total	OR2 Y1 Cost	OR2 Y1 Total	OR2 Y2 Cost	OR2 Y2 Total	OR3 Y1 Cost	OR3 Y1 Total	OR3 Y2 Cost	OR3 Y2 Total
Visa	$97,089,302	Per Dollar	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14	0.0080%	7,767.14

Basis Point Calculation (continued)

	Estimated Volume or Dollar	UOM	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
MasterCard	$35,714,688	Per Dollar	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18	0.0080%	2,857.18
Discover	$4,825,282	Per Dollar	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02	0.0080%	386.02
American Express	$2,606,650	Per Dollar	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53	0.0080%	208.53
Debit Cards	$6,312,074	Per Dollar	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Basis Point Calculation Totals:				11,218.87		11,218.87		11,218.87		11,218.87		11,218.87		11,218.87		11,218.87		11,218.87		11,218.87		11,218.87		11,218.87		11,218.87

Refund, Return or Credit

			Initial Term												Optional Renewal 1				Optional Renewal 2				Optional Renewal 3			
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 1		Year 2		Year 1		Year 2		Year 1		Year 2	
Refund, Return or Credit:	Estimated Volume or Dollar	UOM	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
Visa	34,231	Per Transaction	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47	0.028000	958.47
MasterCard	11,338	Per Transaction	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46	0.028000	317.46
Discover	2,858	Per Transaction	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02	0.028000	80.02
American Express	512	Per Transaction	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34	0.028000	14.34
Visa	$5,571,248	Per Dollar	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-
MasterCard	$2,107,350	Per Dollar	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-
Discover	$568,252	Per Dollar	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-
American Express	$183,097	Per Dollar	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-	0.0000%	-
Total Refund, Return or Credit Fees:				1,370.29		1,370.29		1,370.29		1,370.29		1,370.29		1,370.29		1,370.29		1,370.29		1,370.29		1,370.29		1,370.29		1,370.29

Chargebacks

			Initial Term												Optional Renewal 1				Optional Renewal 2				Optional Renewal 3			
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 1		Year 2		Year 1		Year 2		Year 1		Year 2	
Chargebacks:	Estimated Volume or Dollar	UOM	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
Visa	207	Per Transaction	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00	5.000000	1,035.00
MasterCard	115	Per Transaction	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00	5.000000	575.00
Discover	5	Per Transaction	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00	5.000000	25.00
Visa	$23,328	Per Dollar	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
MasterCard	$9,759	Per Dollar	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Discover	$477	Per Dollar	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Total Chargeback Fees:				1,635.00		1,635.00		1,635.00		1,635.00		1,635.00		1,635.00		1,635.00		1,635.00		1,635.00		1,635.00		1,635.00		1,635.00

Chargeback Reversal

Chargeback Reversal:	Estimated Volume or Dollar	UOM	Initial Term												Optional Renewal 1				Optional Renewal 2				Optional Renewal 3			
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 1		Year 2		Year 1		Year 2		Year 1		Year 2	
			Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
Debit	1	Per Transaction	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50	$ 2.500000	$ 2.50
Credit	11	Per Transaction	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50	$ 2.500000	$ 27.50
Debit	$1	Per Dollar	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit	$1,638	Per Dollar	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Chargeback Reversal Fees:				$ 30.00		$ 30.00		$ 30.00		$ 30.00		$ 30.00		$ 30.00		$ 30.00		$ 30.00		$ 30.00		$ 30.00		$ 30.00		$ 30.00

Chargeback Misc Fee

Chargeback Misc Fee:	Estimated Volume or Dollar	UOM	Initial Term												Optional Renewal 1				Optional Renewal 2				Optional Renewal 3			
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 1		Year 2		Year 1		Year 2		Year 1		Year 2	
			Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
Debit	106	Per Transaction	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00	$ 5.000000	$ 530.00
Credit	2	Per Transaction	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00	$ 5.000000	$ 10.00
Debit	$6,856	Per Dollar	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit	$65	Per Dollar	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Chargeback Misc Fees:				$ 540.00		$ 540.00		$ 540.00		$ 540.00		$ 540.00		$ 540.00		$ 540.00		$ 540.00		$ 540.00		$ 540.00		$ 540.00		$ 540.00

Other Fees

Other Fees:	Estimated Volume	UOM	Initial Term												Optional Renewal 1				Optional Renewal 2				Optional Renewal 3			
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 1		Year 2		Year 1		Year 2		Year 1		Year 2	
			Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
Online access to view Merchant Activity	12	Per Month	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Online Statement Fee	12	Per Month	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Paper Statement Fee	12	Per Month	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00	$ 10.000000	$ 120.00
Non-PCI Compliance Fee	1	Per Month	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99	$ 19.990000	$ 19.99
Total Other Fees:				$ 139.99		$ 139.99		$ 139.99		$ 139.99		$ 139.99		$ 139.99		$ 139.99		$ 139.99		$ 139.99		$ 139.99		$ 139.99		$ 139.99

Initial Term	Optional Renewal 1	Optional Renewal 2	Optional Renewal 3

Banking Services:	Estimated Volume	UOM	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 1		Year 2		Year 1		Year 2		Year 1		Year 2	
			Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
Account Maintenance	12	Per Account	$ 15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00	15.000000	$ 180.00
Electronic Credits	16,377	Per Transaction	$ 0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40	0.200000	$ 3,275.40
Electronic Debits	1,170	Per Transaction	$ 0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50	0.150000	$ 175.50
ZBA Account	12	Per Account	$ 25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00	25.000000	$ 300.00
Deposit Assessment	1	Per Account	$ 350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00	350.000000	$ 350.00
Online Services:																										
Account Analysis	12	Per Account	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Check Filter	9	Per Account	$ 4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96	4.440000	$ 39.96
Current Day Reporting	12	Per Account	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Current Day Per Item	4,776	Per Transaction	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Current Day ACH Addenda	12	Per Account	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Previous Day Reporting	12	Per Account	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Previous Day Per Item	22,585	Per Transaction	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Previous Day ACH Addenda	12	Per Account	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Merchant Detail Reporting	12	Per Account	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
ACH Received Item	1,986	Per Transaction	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
ACH Filter	10	Per Account	$ 4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40	4.440000	$ 44.40
Wire Services:																										
Wire Online Maintenance	1	Per Account	$ 30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00	30.000000	$ 30.00
Wire – Outgoing Fed	1	Per Wire	$ 15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00
Wire – Outgoing Template	1	Per Wire	$ 15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00	15.000000	$ 15.00
Wire – Template Set UP	1	Per Set Up	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Wire – Outgoing Template	1	Per Account	$ -	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
Total Banking Services Fees:				$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26		$ 4,425.26
Total Cost Proposal:				$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60		$ 75,470.60

Optional Supplies

Optional Supplies

Optional supplies:	Estimated Volume	UOM	Initial Term												Optional Renewal 1				Optional Renewal 2				Optional Renewal 3			
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 1		Year 2		Year 1		Year 2		Year 1		Year 2	
			Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
Credit Card Terminal Paper	1	Per Roll	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75	$ 0.750000	$ 0.75
Brand Accepted Signage	1	Per Sign	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Total Supplies:				$ 0.75		$ 0.75		$ 0.75		$ 0.75		$ 0.75		$ 0.75		$ 0.75		$ 0.75		$ 0.75		$ 0.75		$ 0.75		$ 0.75

Other Costs

Description:	Volume	UOM	Initial Term												Optional Renewal 1				Optional Renewal 2				Optional Renewal 3			
			Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 1		Year 2		Year 1		Year 2		Year 1		Year 2	
			Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
$50,000 Hardware Credit. To be used towards purchases of new terminals as desired.	1	HW Credit	$ (50,000.00)	$ (50,000.00)		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Option: Managed Service Fee: 2.10% (as high as 3.00%) *FDMS offers an all inclusive pricing model with its committed rate. If this option is selected, we will perform a review of recent card usage. FDMS may propose a higher service fee in instances where interchange		Per Dollar (Service Fee is paid by the consumer.)		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Optional: Clover Station		Each	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -	$ 1,199.000000	$ -
Optional: Clover Flex		Each	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -	$ 464.000000	$ -
Optional: Clover Mini		Each	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -	$ 664.000000	$ -
Optional: Clover Wireless		Per Device Per Month	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -	$ 15.000000	$ -
Optional: Clover Register Lite		Per Device Per Month	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -	$ 9.950000	$ -
Optional: SnapPay Gateway (Includes Auth, Settle & Token)		Transaction	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -	$ 0.070000	$ -
Optional: SnapPay Gateway Implementation		Hour	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -	$ 200.000000	$ -
Optional: Ingenico iSMP4		Each	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -
Optional: Ingenico iSC Touch 250		Each	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -	$ 550.000000	$ -
Optional: Ingenico iPP320		Each	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -	$ 310.000000	$ -
Optional: Ingenico iPP350		Each	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -	$ 360.000000	$ -
Optional: Annual P2PE Fee		Per Device	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -	$ 160.000000	$ -
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Form B
Notification of Intent to Submit Proposal
Request for Proposal Number 6556 Z1

Bidder Name:	Union Bank and Trust Company
Bidder Address:	PO Box 82535 Lincoln NE 68501
Contact Person:	Jan Sheridan
E-mail Address:	Jan.Sheridan@ubt.com
Telephone Number:	402-323-1519
Fax Number:	402-323-1195

The "Notification of Intent to Submit Proposal" form should be submitted to the State Purchasing Bureau via ShareFile https://nebraska.sharefile.com/r-r5e5f2006534e47829e21d478e61e7fe1 by the date shown in the Schedule of Events.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

JAS NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR DOCUSIGN

FIRM:	**Union Bank and Trust Company**
COMPLETE ADDRESS:	**PO Box 82535 Lincoln NE 68501**
TELEPHONE NUMBER:	**402-323-1519**
DATE:	**June 10, 2021**
SIGNATURE:	*Jan Sheridan*
TYPED NAME & TITLE OF SIGNER:	**Jan Sheridan, Vice President-Treasury Management Services**