

Merchant Processing Services

Solicitation Number: 19-20

Presented to:

Region 14 Education Service Center

Submitted by:

Anne Barrett, Sales Executive

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07-23-2020

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07-23-2020

Region 14 Education Service Center
1850 TX-351
Abilene, TX 79601

Dear evaluators:

To help you reduce costs and create a seamless payment environment for each public agency under the National Cooperative Purchasing Alliance and Region 14 Education Service Center (Region 14 ESC), First Data Merchant Services LLC, a wholly owned subsidiary of Fiserv Inc (herein referred to as Fiserv) proposes our robust solutions for your Merchant Processing Services Request for Proposal.

In 2019, Fiserv finalized the acquisition of First Data. This enables us to provide unprecedented capabilities and value to our clients. The strength of our combined organization will empower your public agencies to meet the growing demands as their needs evolve with agile, end-to-end merchant solutions. Fiserv helps your public agencies engage the people they serve and enables them to overcome their current and future challenges with modern and secure payment technology.

Public agencies can leverage the combined technology of Fiserv and First Data to optimize their organizations. Our extensive merchant services capabilities and experience in the industry help you deploy payments strategies, products and services that can help you thrive in today's changing environment. We can help you create a frictionless payment environment and provide more value to your agencies with capabilities that allow them to:

- **Benefit from our Government and Higher Education Experience** – Through our team dedicated to our government clients, we empower public agencies from the smallest municipalities to the federal government to lower costs, secure their transactions and improve back office efficiency through a suite of merchant processing solutions.
- **Secure Every Transaction** – Our wide range of security solutions completely remove valuable data from your payment environment to reduce your scope of PCI compliance and maintain the trust of your constituents.

By selecting Fiserv as your payments partner, public agencies will have access to a range of award winning solutions, teams and platforms to support your continued growth while driving added value, delivering tangible benefits and providing insight/thought leadership. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Anne Barrett".

Anne Barrett, Sales Executive
520-241-8271 | Anne.Barrett@fiserv.com

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Executive Summary

As a proven leader in the FinTech industry for several decades, we created next generation solutions like Clover POS devices, Least Cost Routing debit acceptance, insightful analytics, TransArmor Data Protection and hundreds of other products and services that enable businesses, governments and organizations to capitalize on the latest technology in commerce.

Fiserv is a global leader in payments and the FinTech industry across issuer processing, merchant acquiring and account processing. Through an incremental investment of \$500 million over the next five years, we will focus on helping our clients solve their business challenges and make the most of the opportunities ahead.

- #1 global issuer processor
- #1 global merchant acquirer
- #1 global core account processing provider
- #1 U.S. ACH and bill payment presentment provider
- Thousands of financial institutions and millions of businesses supported in 100+ countries
- Hundreds of millions accounts processed
- More than 1 billion accounts processed
- Billions of transactions facilitated daily
- 35 years of FinTech leadership – the original FinTech
- Named a FORTUNE World's Most Admired Company 7 years in a row

fiserv.

With the enhanced capabilities of Fiserv, public agencies can build for the future and create customer experiences that are effortless, imaginative and innovative across your entire business. By inviting Fiserv to join your team, public agencies will be among the first to deploy our next generation of innovations.

In the past, we have worked alongside leading technology companies, including Google and Apple, to develop advanced payment technology to propel the industry forward. Through these collaborations, we helped develop solutions like Google Pay and Apple Pay, and became the first to enable merchants around the world to take advantage of these transformative technologies.

As we look to the future, Fiserv will support your business and keep you informed of changes that affect your business through:

- Industry Thought Leadership:
 - Regular whitepapers, podcasts, master-class videos

- Industry-specific blogs focused on trends and industry expertise
- Events and Conferences:
 - Speaking engagements at all events highlighting trends in the industry and inviting clients to appear with us in panel format to speak about their experiences
 - Bespoke events and conferences focusing on industry trends; digital advisory groups, and intimate fireside chats
 - Forum – annual event inviting clients to participate in educational sessions and peer groups
- Webinars:
 - Monthly webinars discussing vertical specific trends with SMEs from internal resources and industry associations
 - Educational on-demand webinars focused on key Fiserv solutions

Through a long-term relationship with Fiserv, public agencies gain greater insight and control across the entire payment lifecycle. We redefine how people and governments move money and information. We understand the diverse requirements of governments, and we have the tools to help you succeed in the evolving landscape of payments.

Benefit from our Government and Higher Education Experience

From the smallest municipalities and townships to states and the federal government, our consultants and development staff are constantly improving government operations. We develop and implement the strategies that continually improve how revenue is collected and how programs are delivered across the country. Fiserv has a long history of successful performance providing card issuing, payment processing and innovative payment solutions to high-profile government and commercial clients, including more than 250 public-sector federal, state and local agencies with complex, highly-secure programs. Our industry-leading experience will help public agencies save money, increase revenue and grow trust with your constituents while improving their overall payment experience.

Additionally, managed convenience fees offer government organizations and higher education institutions a way to eliminate the impact of Interchange fees. To properly qualify for this payment model, you must be registered for the Visa and Mastercard Higher Education and Government Program; otherwise, you could face legal issues or even lose your processing rights. Fiserv works closely with Visa and Mastercard to manage the registration process for public agencies to simplify your qualification and avoid any errors or delays.

Additionally, Fiserv offers a “Managed” Convenience Fee model with all-inclusive pricing so you never have to deal with the convenience fee funds. This solution is managed by Fiserv directly

and offers one rate that covers Interchange, per transaction and other expenses included in merchant processing. We also offer devices that work with the “Managed” Convenience Fee model. These devices offer 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.

We also support alternatives that allow the County to manage your own convenience fee program. Fiserv will work with you to determine which model best meets your needs.

Secure Every Transaction

Fiserv provides a full suite of Security and Fraud solutions that will benefit Region 14 ESC and your agencies by securing all transactions, protecting personal data, reducing PCI compliance questions and providing one consistent token for all transactions. Our suite will protect public agencies from fraud, reduce chargebacks and increase your transaction acceptance rate, as well as shift liability to the issuer on certain transactions.

Tokenization and Encryption

To minimize your risk and reduce the scope of your PCI compliance, we offer tokenization and encryption solutions that protects and removes payment card data completely from your payment environment; however, the issued tokens can still be used for other business and sales functions such as returns, sales reports, and analysis.

Our security experience:

- *14 billion transactions secured annually*
- *Used by 1.9 million merchants*
- *62+ billion secured transactions over the past 10 years*

Additionally our token service allows omni-channel tokenization for your agencies that choose to use multiple payment processors. It can be utilized by merchants with multiple gateways that offer different tokenization services. This service allows your agencies to tokenize PAN data separate from the authorization process for a consistent tokenization solution across their payment environment.

Fiserv can also tokenize the Personally Identifiable Information (PII) and Sensitive Personal Information (SPI) – such as name, address, SSN, passwords and many other personal data elements – to keep your constituents’ information out of criminals’ hands.

For your ultimate needs, our P2PE data protection solution combines both end-to-end and point-to-point encryption and tokenization for total payment security. As a PCI validated P2PE solution across a growing number of devices, Fiserv can help your agencies at every phase of their security transformation.

Fraud Prevention

Fiserv offers an integrated solution that can address total loss prevention needs. It is an eCommerce solution that enables public agencies to reduce chargebacks while driving profits and providing a frictionless customer experience. Our solution built on machine learning utilizes

decisions made by artificial intelligence and human analysis to improve accuracy and effectiveness.



Fiserv supports 3-D Secure Authentication (Verified by Visa, American Express SafeKey, Discover ProtectBuy) as well as EMV 3-D Secure, the EMVCo specification service which replaces these legacy 3-D Secure services for the global payment network brands.

In addition to providing our own services on a direct basis, Fiserv has partnerships with top global 3-D Secure providers and also supports the merchant's use of any third party 3-D Secure service.

Why Choose Fiserv

With clients across nearly every industry, size and phase of their lifecycle, our experts have the knowledge to help you succeed now and in the future, no matter how big your organization grows or how much your goals change. As Fiserv continues to invest in and rollout services to support ever-evolving commerce models it is our hope to demonstrate to you our leadership in digital payments.

**5 Points of Differentiation for Fiserv,
a proven leader in Global Digital Commerce**

<p>Complete Visibility into Payments Ecosystem</p> <p><i>We are the only FinTech company who is an acquirer, a network, and an issuer processor.</i></p>	<p>Direct Global Acquirer</p> <p><i>We have direct access, whereas, PSPs rely on third-party providers, thus increasing touchpoints.</i></p>	<p>Powerful Relationships At-Scale</p> <p><i>Our reputation lets us advocate on your behalf creating unique benefits.</i></p>	<p>Unmatched Enterprise Solutions</p> <p><i>We have an unparalleled solution suite for emerging enterprise eCommerce business needs.</i></p>	<p>Transparent, Responsible Partner</p> <p><i>We believe in transparent partnerships and keeping promises, never risking your reputation.</i></p>
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Fiserv is much more than a payment processor. We enable the transactions of our everyday experience. With a full range of processing solutions supported by robust reporting options that put the information you need at your fingertips and innovation to grow in the future, Fiserv will work with you to optimize your payment environment.

With one eye on the future, we maintain the other eye on the present. Fiserv continues to be a leader in payments processing, leading the industry in debit for eCommerce, ACH processing, currency solutions, core card processing, and so much more.

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>First Data Merchant Services LLC</u>
Address	<u>255 Fiserv Drive</u>
City/State/Zip	<u>Brookfield, WI 53045</u>
Telephone No.	<u>(402) 222-3397</u>
Fax No.	<u>(402) 315-5105</u>
Email address	<u>Shane.McCullough@fiserv.com</u>
Printed name	<u>Shane McCullough</u>
Position with company	<u>Authorized Signor</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 24, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and First Data Merchant Services (“Vendor”).
LLC

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020, referenced as Contract Number 11-47, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Merchant Processing Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.


<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: August 24, 2020

Vendor:

Name: Shane McCullough
Title: Authorized Signer
Address: 255 Fiserv Dr
Brookfield WI, 53045
Signature: 
Date: August 31, 2020

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Brookfield, State of WI

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: Service provider using our own proprietary system

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: We have a shared service model and this person is assigned at time of contract award.

Title:

Company:

Address:

City:

State:

Zip:

Phone:

Email:

▪ Purchase Orders

Contact Person: We have a shared service model and this person is assigned at time of contract award.

Title:

Company:

Address:

City:

State:

Zip:

Phone:

Email:

▪ Sales and Marketing

Contact Person: Anne Barrett

Title: Sales Director

Company: First Data Merchant Services LLC

Address: 255 Fiserv Drive

City: Brookfield

State: Wisconsin

Zip: 53045

Phone: 520-241-8271

Email: Anne.Barrett@fiserv.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

The administrative fee is calculated on the invoice price less any passthrough/interchange costs.

Yes No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

Company’s official registered name.

First Data Merchant Services LLC, a wholly-owned subsidiary of Fiserv, Inc.

Brief history of your company, including the year it was established.

For 35 years, Fiserv has been a leader in financial services technology. Fiserv was formed on July 31, 1984, through the combination of two major regional data processing firms located in Milwaukee, Wisconsin, and Tampa, Florida. These firms - Fiserv Milwaukee and Fiserv Tampa - began their operations in 1964 and 1971, respectively, as the data processing operations of their parent financial institutions.

On January 16, 2019, Fiserv and Fiserv announced plans for the transformative combination of the two companies to create 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. Fiserv was 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 combined company began operating, as Fiserv, on July 29, 2019.

For more information on the rich history of Fiserv, please visit our website:
<https://www.fiserv.com/en/about-fiserv/our-history.html> .

We are a publicly traded NASDAQ with the ticker symbol "FISV".

Company’s Dun & Bradstreet (D&B) number.

The Fiserv D-U-N-S Number is 12-159-4832.

Company’s organizational chart of those individuals that would be involved in the contract.

All members of the client account will be determined during the contract negotiation phase of the RFP process. Table 1 outlines the roles that will be assigned to client as well as each role’s functional responsibilities.

Table 1. Fiserv Relationship Management Model for Region 14 ESC.
A team of tenured professionals will support your merchant processing services.

Title	Functional Responsibilities
<p>National Relationship Manager Anne Barrett, Sales Executive</p>	<p>Your national relationship manager is responsible for:</p> <ul style="list-style-type: none"> • The strategic relationship and is the go-to person on a global basis • Providing contract management • Answering rate / fee inquiries • Owning the holistic client relationship • Identifying new product or solution opportunities • Developing and leveraging strong, collaborative relationships • Conducting business reviews
<p>National Account Manager Assigned at contract award</p>	<p>Your national account manager is responsible for:</p> <ul style="list-style-type: none"> • Serving as the key point of contact for day-to-day operational activity • Meeting SLAs for new account setup • Escalating operational issues • Training clients with new tools/product offerings • Providing project management for strategic initiatives • Managing the client's profile information
<p>National Inside Sales Executive Jeff Seymour, Director of Inside Sales</p>	<p>Your Inside Sales Executive responsible for:</p> <ul style="list-style-type: none"> • Lead generation campaign management • Lead and response management • Campaign performance • Coordination of inside sales and outside sales handoff
<p>Contract Manager George Love, Director of Government Solutions</p>	<p>Your Contract Manager is responsible for:</p> <ul style="list-style-type: none"> • Administer and negotiating contracts • Review of contract terms and conditions • Provide understanding of payment card industry and government policies, regulations and legislation
<p>National Implementation Coordinator Assigned at contract award</p>	<p>Your Implementation Coordinator is responsible for:</p> <ul style="list-style-type: none"> • Program design and conversion • Administration and operation details • Budget and timeline management • Turn over to account team

National Enterprise Sales Executive

Crystal Cooper, VP of Government Solutions
Jose Garcia, SVP of Government Solutions

Your Senior Sales Executive is responsible for:

- Remaining engaged throughout the sales process
- Contract negotiation
- Serving as the key point of contact during Implementation
- Partnering with Global Account Executive and Global Account Manager
- Being your executive advocate

Chain of Command for problem resolution and escalation:

There is a comprehensive Fiserv Escalation Procedures document that is solidified at the time of implementation, enabling client to have multiple escalation levels.

The Chain of Command for issue resolution is as follows:

- Level 1 – National Account Manager
- Level 2 – National Relationship Manager
- Level 3 – CSO Management
- Level 4 – VP of Government Solutions
- Level 5 – SVP of Government Solutions

Customer Service and Help Desk representatives are available 24/7. Account managers and account executives are available 8 a.m. – 6 p.m. ET. 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.

Corporate office location.

- **List the number of sales and services offices for states being bid in solicitation.**
- **List the names of key contacts at each with title, address, phone and e-mail address.**

The Fiserv corporate headquarters have been located at 255 Fiserv Drive, Brookfield, WI since July 1992. We have several other offices, print facilities and data centers located across the continental United States. The public agencies will be served by sales personnel across every state. Our organization has shared and dedicated resources and the specific relationship team will be fully designed following contract award.

Define your standard terms of payment.

Our standard payment term is net 30 days.

Who is your competition in the marketplace?

For decades, Fiserv has developed solutions to keep our clients covered across the next generation of commerce technologies and ahead of their competition. We have invested in the technology, human capital and talent to maintain our innovation lead in the payments industry.

We compete with merchant acquirers that include Worldpay, and Global Payments, in addition to financial institutions that provide acquiring and processing services to businesses on their own, such as Chase Paymentech Solutions, Elavon (a subsidiary of U.S. Bancorp), and Barclaycard. Additionally, payment networks such as Visa and Mastercard are increasingly offering products and services that compete with our suite of solutions. Competitors of our next-generation services include PayPal, Braintree (a subsidiary of PayPal), CyberSource (a subsidiary of Visa Inc.), Adyen, and Stripe, along with integrated point of sale providers such as Micros, Square, and others.

The primary competitive factors impacting Fiserv are brand, data security, breadth of features and functionality, ease of technological integration, strength of financial institution partnerships, price, and servicing capability. Other factors impacting Fiserv include consolidation among large businesses and financial institutions, the pace of integrated point of sale solution development, and the creation of new payment methods and related technologies.

How Fiserv ranks among our competition:

- #1 Merchant Acquirer
- #3 U.S. Debit Network
- #1 Issuer Processor
- 6 million business locations
- 1.1 million STAR location
- Thousands of financial institutions

From the largest multinational retailers to the smallest operators – the depth and breadth of payments and business management services is beyond compare. From card and check acceptance solutions, to customer loyalty, mobile commerce, security, analytics, and more, we continue to innovate for our clients, enabling them to succeed and grow in a swiftly evolving competitive and technological landscape.

In addition to offering the widest spectrum of products and solutions, we proudly differentiate ourselves on service, serving as a consultative, proactive business partner to our clients before, during and long after the sale. Perhaps our greatest differentiator of all is our staff of over 40,000 owner-associates worldwide, representing the industry's top talent and expertise, all singularly focused on our clients' successes.

All partnerships are unique, but one thing is constant – the success of a partnership relies on meeting the needs of each individual partner. Fiserv is the industry leader at enabling financial institutions to enhance their market position via a comprehensive and tailored merchant services partnership.

Our mission is to help our clients grow through unique and compelling merchant services programs while providing transformative customer service. We believe that Fiserv is uniquely positioned to serve and grow Region 14 ESC merchant programs into the future given the cultural alignment we have with financial institutions and the resources we have to help them be successful.

What differentiates your company from competitors?

In July 2019, Fiserv acquired First Data, a global leader in merchant acquiring, financial institution issuer services, and an instrumental partner in helping clients navigate the rapidly changing landscape of global commerce.

Since our announcement in January to combine Fiserv and First Data, there have been two other acquisitions among our competitors that have realigned the FinTech industry. These acquisitions have intensified competition, leaving some clients feeling apprehensive about the direction of the industry. However, by combining the very best of solutions from both heritage companies and continuing to place significant investment in market leading technology and unparalleled service quality, we intend to deliver a true FinTech landscape – delivering innovative, integrated technology, and payment solutions for the way people live and work. We truly are Partners in Possibility.

Original Fiserv strengths include:

- Robust Debit Switch
- Core Integration with DataSafe
- ATM Managed Services
- Superior Risk Solutions
- Award Winning Card Control App
- Card Manufacturing
- Relationship & Service model

Original First Data strengths include:

- “Always On” Credit Platform
- Versatile and Scalable Rewards Platform
- Strong Credit Analytics

- Commercial Cards
- Loans Processing
- Merchant Acquiring
- Robust Prepaid Solution

In the New Fiserv, these blended capabilities generate:

- Unmatched market connectivity
- Faster and better innovation
- Powerful access to data
- Broadened solution set and robust platforms
- Superior servicing model and operational excellence.

As a result of the synergies and efficiencies we have created by combining Fiserv and First Data, we have the ability to deliver even more in the months and years to come. Our approach to delivering more value to our issuers is to:

- Accelerate client value through differentiated solution integration
- Develop new capabilities based on market trends and client need
- Transform digital experiences reflecting changing client need

The following are key differentiators between Fiserv and our competitors:

- **Global Experience and Reach** – Fiserv’s payment technology solutions have the depth and breadth to support your global operations. As a global industry leader, Fiserv supports clients in 100 countries. Plus, with Fiserv operations in 27 countries and a global team of 40,000 owner-associates, we can bring our innovative payment solutions to support your operations and customers around the world.
- **System Capacity and Stability** – We maintain one of the best system availability rates in the industry. Our multiple-site design delivers fully redundant and fail-safe capabilities, so there is no single point of failure. Systems capacity is provisioned so that any single data center can experience a complete site outage, and the remaining site has more than adequate capacity to accommodate traffic during the busiest hour of the year.
- **Innovation and Investment** – Fiserv continues to focus on our clients’ needs by investing in technology development. Additionally, we continue to acquire cutting edge companies that enable us to far outpace the rest of the industry while pioneering new ways for our brands to connect with their customers.

- **Business Support** – Fiserv’s marketing and ongoing business support includes: quarterly business reviews with KPI benchmarking, annual Consumer Insight study, fraud white papers, legislative updates, Fiserv’s *Connected* Magazine, Gift Solutions blog, annual Leadership Conference, and access to our Joint Security Operations Center (JSOC) and Learning and Innovation Center.

The following are advantages of our solution:

- **Unparalleled Security** – Fiserv’s Cyber Fraud and Security teams proactively monitor fraud across all of our payment products and clients, thereby preventing data breaches, protecting customer information and mitigating fraud. In addition, our proprietary message specification and account numbering scheme are inherently resistant to attack.
- **Reporting** – Fiserv’s unique Business Intelligence solution provides power and flexibility for custom and ad hoc report generation.
- **Professional Services** - We support advanced implementation projects needing API and/or ERP integration with professional services provided by our U.S. based corporate resources. Our subject matter experts have years of Financial Services and payment solutions experience, complementing capabilities of our wide depth and breathe of products. We have specific knowledge in the public sector and will discuss specific requirements with the public agencies and offer best practices and deep experience for success towards an integrated, streamlined, automated and efficient operational solution.

Professional Services for Advanced Payments Solutions IT Services To Maximize Your Investment

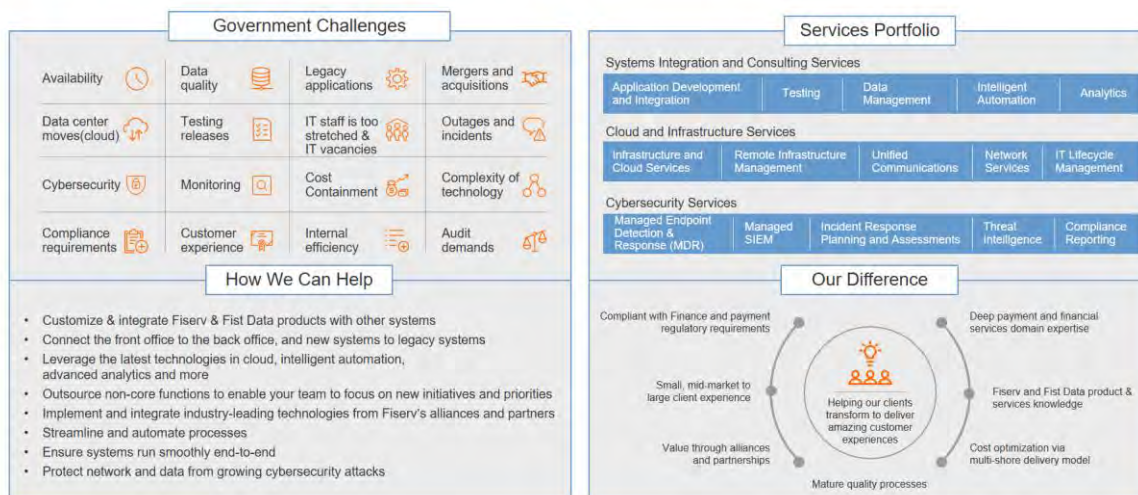




Figure 1. Professional Services

Industry Awards and Recognition

	<p>Named a FORTUNE® World’s Most Admired Company for the seventh consecutive year in 2020. Among companies in the Financial Data Services category, Fiserv ranked second, with the highest marks for People Management</p>
	<p>Named to the 2020 Fortune 500, FORTUNE magazine’s annual ranking of the 500 largest companies in the U.S. The Fortune 500 is the corporate benchmark for profitability and financial stability</p>
	<p>Named No. 966 on the 2019 Forbes Global 2000, a comprehensive ranking of the world’s largest public companies</p>
	<p>Named No. 98 on the 2019 Top 100 Digital Companies ranking by Forbes, the top publicly-traded IT, hardware, media, digital retail, and telecommunication companies that are shaping the digital world</p>
	<p>The Human Rights Campaign recognized First Data for its commitment to equality in the workplace for the fifth year in a row. First Data received a perfect score of 100 percent in the Index</p>
	<p>First Data was recognized by DiversityInc. as a Noteworthy Company for Diversity, and as a top company for veteran employment. DiversityInc. provides a leading assessment of diversity management in corporate America and globally</p>
	<p>First Data was ranked as the No. 1 employer on the Military Times’ annual “Best for Vets: Employers” 2019 list, which recognizes the best employers for veterans and military spouses</p>
	<p>First Data was recognized as a “Best Place to Work for Disability Inclusion.” The Disability Equality Index (DEI) is a unique, joint initiative of Disability:IN and the American Association of People with Disabilities (AAPD)</p>

Describe how your company will market this contract if awarded.

The strong inside sales and marketing organization at Fiserv provides the lead generation and management capabilities to large targeted public agencies before handing off to the dedicated sales teams. We will offer very strategic target marketing campaigns promoting our capabilities with public agencies throughout the U.S. We will drive incremental growth through execution and high degrees of service to all our customers. Our campaign methodologies and state of the art tools will meet and exceed your expectations and substantially support your existing and future membership growth. We propose the following marketing strategies to drive incremental growth and promote the products available under this contract:

- Email clients to announce the contract award (to be sent at time of new contract award) to existing clients with a description of available services and products available via this contract award and periodically notify clients of available promotions.
- Very specific outbound calling campaigns to targeted public agencies following our lead generation methodologies (see Tab 8 - Value Added Products and Services)
- Quarterly updates via e-mail to NCPA members that will focus on advertising and promoting the contract and products available.
- Promotion of the NCPA contract at key public sector trade shows and webinars and will deploy lead generation tactics executed through a measurable follow-up campaign after the events.

Also, Fiserv proposes quarterly review meetings with NCPA to review sales and marketing progress and discuss other avenues for achieving successful sales.

Describe how you intend to introduce NCPA to your company.

Firstly, we will work closely with NCPA to explore and agree on multiple notification methods to announce the new contract award and promote the use of the new purchasing vehicle to both NCPA current members and targeted new members of state, local government and education accounts.

Secondly, internally to Fiserv we will inform the public sector sales executives and account executives across the United States of the agreed upon notification methods via regularly weekly scheduled forums while also providing internal scheduled sales orientation conference calls for the entire extended sales teams to gain awareness and alignment to the call to action.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Fiserv platforms and solutions provide our clients a multitude of capabilities and payment functionality for their online catalogs and websites. From simple hosted payment forms to flexible and feature rich gateway's, API's and hosted solutions, as well as many pre-integrated

third party solutions, We have developed our architecture to allow easy API interfacing both internally with our own applications and with Region 14 ESC systems. The core of our strategy is a service oriented architecture ensuring we utilize a “build once, use often” philosophy. Our clients can leverage an easy –to use system to access customer data then in turn, provide it to their customers through a variety of channels (i.e., Call Center, Web, Mobile, and online) easier and with less cost.

RESTful Web Services provides an architecture style that has gained widespread acceptance across the Web as a simpler alternative to Simple Object Access Protocol (SOAP) and Web Services Description Language. We have updated our API library with over 600 API’s available in the RESTful Web Services architecture. This is a popular building style for cloud-based APIs, such as those provided by Amazon™, Microsoft®, Google®, etc. because they are lightweight, highly scalable and maintainable with less use of bandwidth. Rather than using complex protocols to connect between systems, simple HTTP is used to make calls in order to facilitate faster communication and more dynamic APIs for web-based applications.

Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

The relationship with our clients is the most important aspect of our business. We take the necessary steps to ensure our Client Services teams are well staffed, fully trained and readily available for customer assistance. Our Client Services Operations (CSO) are performed in-house, and our team members are payment experts focused on the client experience, aiming for first call resolution and quick and accurate responses to inquiries.

The CSO Support Team has additional resources available to assist with the various needs of client’s business units/departments. Some of the areas that provide resources, as needed, are product development, front-end authorization network, telecommunications, network planning/engineering, activations and conversions, settlement, Interchange, compliance and retrievals/chargebacks. In addition, we have multilingual capability in our centers – English/Spanish in the United States and English/French in Canada. The CSO Support Team’s responsibilities and availability are described below.

- Help Desk – Our Customer Service Help Desk is your first line of contact for your customer locations. We provide toll-free numbers, which allows us to accurately and efficiently route calls through an automatic call distributor (ACD) to Customer Service and Help Desk representatives trained to professionally answer questions pertaining to your specific industry or account. Our Client Services and Terminal Help Desk 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 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 point-of-sale (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. All of our call centers operate on a 24/7 basis. Our professionals are always available should client's staff need assistance. We have approximately 5,000 customer service representatives across our call centers.

Green Initiatives

- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

Although Fiserv does not have a formal environmental/sustainable policy, the majority of Fiserv operations have minimal impact on the environment. Fiserv is naturally a clean and non-polluting business. We endeavor to operate in an environmentally responsible manner. This commitment includes business practices aimed at conserving, recycling and reusing resources where practical and product offerings that represent ecologically sound alternatives – including digital banking and payments, digital document delivery and storage, etc. – that enable clients and consumers to accomplish tasks with lower resource impact than traditional methods. Fiserv also encourages associates to participate in environmental preservation, recovery and conservation efforts that reflect their personal appetites for engagement.

We believe that our strategy and business model, products and services, business practices, and corporate giving activities have a significant positive environmental impact.

While there may be variations in specific practices and areas of focus across the enterprise, some of our exemplary efforts include:

- Fiserv moved six Atlanta-area operations to a single campus in Alpharetta, Georgia. We elected to refurbish an existing building, upgrading its systems to include an intelligent energy management system, energy-efficient lighting, furnishings from recycled materials and an array of solar panels that supplement the building's energy supply.

- With being “green” on top of mind, Fiserv recently combined several Dallas-area offices that now include the use of chairs that are 99 percent recyclable, LED energy-efficient lighting, HVAC equipment controlled by energy management system, installing recycling bins in all break rooms, and more.
- We recycle most office paper and printer supplies.
- Internally, Fiserv has built an online collateral ordering site for events and tradeshows that deliver Fiserv collateral as PDFs to avoid waste and unnecessary shipping.
- Our national master agreement for building maintenance requires the use of eco-friendly cleaners and cleaning techniques.
- Fiserv partners with e-Cycle, a cell phone recycling company, to implement a company-wide policy to recycle all company-owned mobile devices and accessories.
- Fiserv was a founding member of PayItGreen, a group committed to educating consumers and businesses about the positive environmental impact of choosing electronic payments, bills and statements over paper.

Vendor Certifications (if applicable)

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

As a leader in the financial services sector, we are an active member of several well-known industry organizations, responsible for the founding of key advocacy groups that foster open standards. Our company is certified in payment industry standards. Across the company, representatives including our executives participate on advisory councils for Mastercard, Visa, Discover and STAR Network. We are a founding member of Debit Network Alliance, Merchant Advisory Group, Secure Remote Payment Council and in 2018 we joined to form Secure Payment Partnership. We are also:

- An American Bankers Association Member
- PCI Certified
- Registered with the FFIEC
- ISO Approved

Since Fiserv products and services are vital to the business of our clients, Fiserv strives to deliver and maintain quality, security and professionalism at all levels of the company.

Throughout the company, critical processes are documented and adhered to. Where the business model has warranted it, Fiserv business lines have relevant industry certifications including PCI, SSAE 18 SOC 1 Type II or SOC 2 Type II, HIPAA/HITRUST and so on. In addition, Fiserv is fortunate to have a large number of skilled software developers, engineers, information security specialists, client services professionals, and project managers, including many Six Sigma practitioners.

Tab 5 – Products and Services

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

We bring a deep understanding of the business of government and have products and/or services to address the terms under this agreement. Our team will work with each participating agency to identify their needs and provide the best solutions and added-value services to empower their payment environments. Whether consulting on transformative health and human services projects, providing independent verification and validation services to DMVs or integrated eligibility, our consultants and development staff are constantly improving how governments operate. From the smallest municipality to individual states to the federal government, our teams develop and implement the strategies that continually improve how revenue is collected and how programs are delivered.

- Fiserv helps government entities drive revenue, improve operating efficiency and mitigate risk. Our broad portfolio of solutions for over 6 million merchants will help you build customer-centric, frictionless and secure payment experiences, while delivering significant value to NCPA participating agencies. Our team will assist Region 14 ESC with the relevant solutions to address the following areas:
- Provide maximum payment security
- Enhance the customer experience
- Streamline efficiencies and technologies that help drive revenue, while decreasing costs
- Reduce PCI scope and costs



Figure 2. Fiserv Government Solution Overview

While we have a diverse set of solutions as well as hundreds of third party solutions certified to our platform for your payment processing needs, we begin each unique relationship with a core set of services common to most participating agencies. These core services include:

- Acquiring
- Data and Analytics
- Billing and Payment Solutions
- Security and Fraud
- eCommerce
- PCI Scope Reduction
- Check/ACH Solutions
- Clover POS

The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

Full-Service Credit Card Processing Services

Fiserv will work with you to optimize your payment environment. We continue to be a leader in payments processing, leading the industry in core card processing, debit for eCommerce, ACH processing, currency solutions, and so much more. We authorize and settle transactions for Visa, Mastercard, American Express, Discover, Diners Club, JCB, all EBT networks, all debit networks and the majority of third-party fuel cards. We also support Apple Pay, Google Pay, Samsung Pay, Amazon Pay, PayPal, PayPal Credit and TeleCheck ®. In addition, we have proprietary gateways and have hundreds of certified third-party gateways that integrate with our payment platforms through simple and modern APIs. It is our continued desire to offer clients the latest payment options available to accommodate how consumers want to pay for goods and services today and to help your citizens.

UNIQUE GOVERNMENT PAYMENT OPTIONS

1. Managed Convenience Fees for Credit Cards

We offer comprehensive guidance with constructive and ongoing support of compliant procedures for the assessing and processing of managed convenience fees. Our team will do a custom rate review on your behalf as a part of the cost analyses. This is used to calculate a rate to be applied through the life of each merchant's unique contract. The managed convenience fee is an all-inclusive cost outside of devices that is covered by the managed convenience fee percentage (please refer to Tab 7 - Pricing). If implemented, Region 14 ESC will not incur gateway fees, transaction fees, or interchange and assessment fees charged by the card brands.

Managed Model:

The department never has to deal with the convenience fee funds.

- The only funds the department will see; will be the transaction of the payment.
- The convenience fee for the transaction will go into account the merchant processing company owns.
- All of the cost and expenses will be withdrawn from the account that the merchant processing company owns.

2. Government Interchange Programs for Credit Cards

Fiserv participates in the Visa Government and Education Payment Program. Through this program, we will register qualifying agencies through Region 14 ESC merchants to ultimately be allowed to assess variable service fees and rate programs in the card-present and card-not-present environments resulting in significant savings on card processing to our agencies.

The expanded program will include government, tuition, and education merchants with the following Merchant Category Codes (MCCs):

- 9311-Tax
- 9222-Fines
- 9211-Court Costs
- 9399-Miscellaneous Government Services
- 8220-College Tuition
- 8244-Business Schools
- 8249-Trade Schools
- 8211-Elementary and Secondary Schools

3. ACH and eCheck Processing

With more than 50 years' experience in the check industry, 50 percent of the top 20 retailers in the country use our TeleCheck® services – accounting for 60 percent of the U.S. check acceptance market. We process an average of 1.5 million daily transactions, which equates to 500+ million transactions annually through over 370,000 active subscribing locations. With our robust TeleCheck solutions, we can reduce your cost and risk associated with check- and ACH-based payments.

TeleCheck services allow you to accept ACH payments with less risk and a higher level of protection against fraudulent and returned checks. TeleCheck uses leading risk assessment technology and extensive check writer negative and activity databases to evaluate the risk of accepting a check. Our database contains data on 98 percent of all point-of-sale (POS) check writers and is the largest in the industry, resulting in the highest acceptance rate in the industry. Using leading risk assessment technology and the nation's most complete database of check-writer history, TeleCheck evaluates and advises whether to accept or decline a transaction so you can close a sale instantly. With warranty service option, you are protected against bad check losses—giving you peace of mind.

Through our TeleCheck solution, we offer customers payment choice, accelerate your cash flow, reduce your transaction processing costs and mitigate risk with our best-in-class check/ACH solutions for connected commerce.

4. Security

Our experience with Government and Education offers a wide range of security measures that will protect you from the damage of a security breach while helping you meet PCI compliance standards. We support end-to-end encryption and tokenization with multi-pay

tokens. With our encryption and tokenization tools, your data is protected in flight and at rest, providing protection for your customers and significantly reducing your 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. Our Point to Point validated solution will further reduce your PCI scope and SAQ to only 33 questions.

We also provide validated Point to Point encryption with certain POS systems and hardware types which adds another layer to the multiple layers of protection already provided making cardholder data significantly more secure and safeguards against cybercrime, both in transit and at rest.

5. Fraud

Our 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 Region 14 ESC 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.

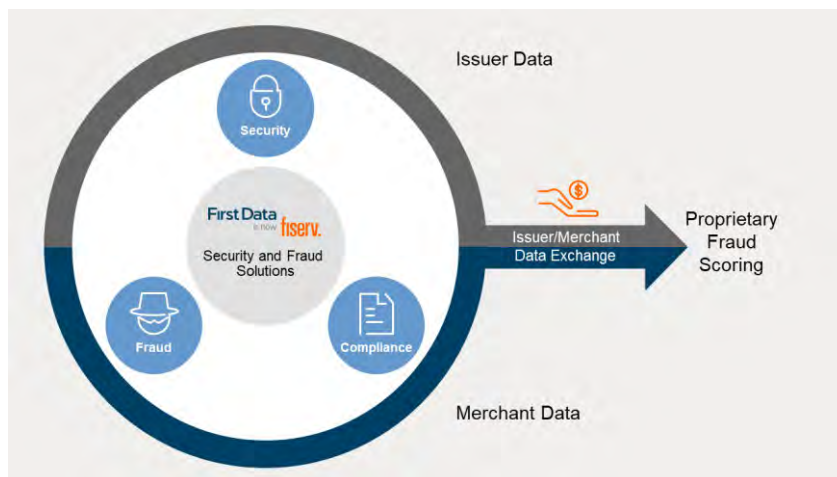


Figure 3. Security and Fraud Prevention

Our fraud prevention tools 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, our machine learning platform uses profiles to compute thresholds that are updated with each incoming transaction as it happens. Region 14 ESC 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

Pricing - What are your costs for Processing Services

Please refer to Attachment B – Region 14 ESC Merchant Services Core Pricing, under Tab 7.

Reporting - Online reporting tools

Our Web-based reporting tool is our single-source reporting and reconciliation platform containing over 80 prebuilt reports with multiple years of data, flexible search tools, and the ability to generate on-demand or scheduled reports in a variety of common formats. We offer various formats to reach the data, including web-tools, direct data downloads, and sophisticated dashboards. Our reporting solutions provide a comprehensive, easy-to use reporting suite from your statements and alerts to our next-generation online portal and dashboard, giving your clients the ability to analyze transaction details 24/7.

The following are key reporting features offered in our tool:

- A web-based tool that gives your clients 24/7 access to your electronic payment information
- Access to recently processed transactions, charges and bank deposits
- Information available to download into Excel, PDF, HTML and CSV files
- 13 months of detailed transaction information

- 25 months of summary information, including trending reports to help you identify opportunities that may reduce processing expenses
- Research tools to help your clients identify both internal and external fraud, resolve chargebacks and answer your customers' inquiries

Listed below is a small sample of standard reports available:

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

Please refer to Attachment C – Sample ClientLine Summary Reports.

For larger, more sophisticated public agencies we offer sophisticated real-time dashboard capabilities that can allow a client to monitor authorization rates, transaction volumes, and even performance at a card network, location, or even BIN-level. The dashboard includes interactive, clickable charts/graphs and can be fully customized for key/hot metrics.

Our consumer-drive insights tool provide analysis of macro trends across the country, region, and key industries. For individual clients, our tools help clients understand their consumer spend behavior, perform marketing/ad attribution, and build custom ad audiences.

The graphics below depict various screens within our Business Track portal.

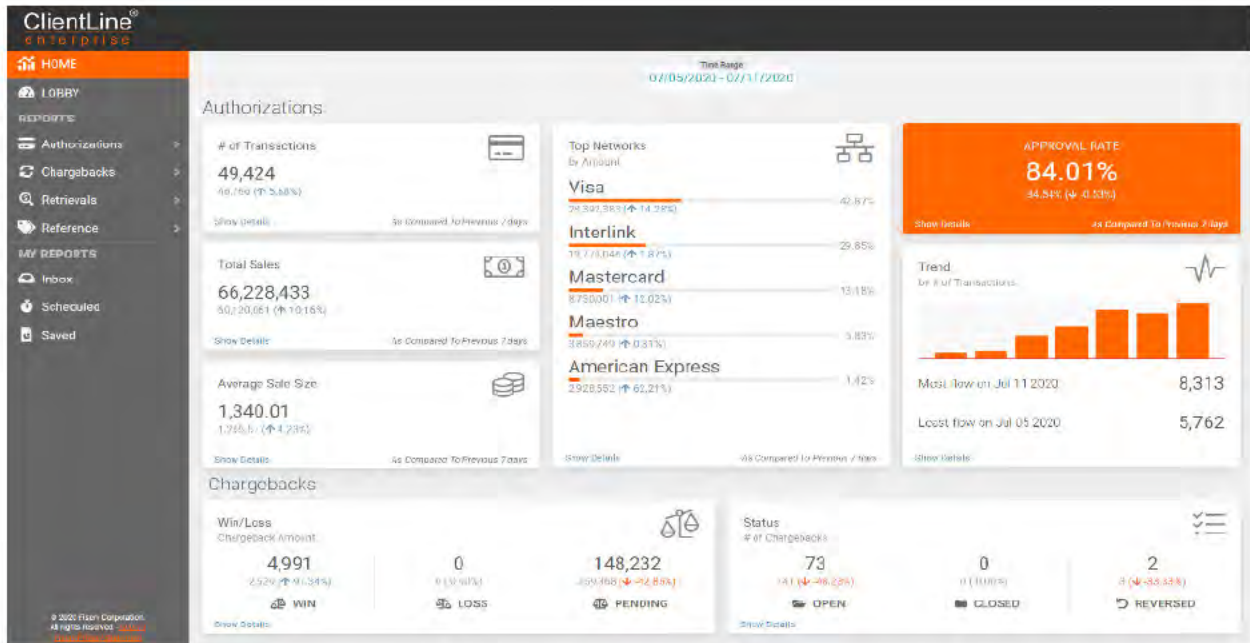


Figure 4. Reporting Dashboard

Table 3 provides additional information on the features and tools available with this portal.

Table 3. Business Track SM Portal		
<i>Fiserv provides key information to all of your clients on all of their payment streams, including credit, debit, prepaid/gift card and check, in a single, consolidated web tool.</i>		
Key Features	Self Service and Online Support	Links to Popular Applications
<ul style="list-style-type: none"> • Card Processing Summary – displays seven-day processing summaries • Statements – provides link to monthly statements for all credit and debit card activity • Disputes – view summary information on open disputes with a hotlink to the online tool 	<ul style="list-style-type: none"> • Account Maintenance – update statement delivery method, address and contact information • User Preferences – ability to change password, request additional applications and update the user profile • Contacts – convenient reference of bank contact information • Resources – convenient links to training demonstrations, industry news and business glossaries • What's New – latest announcements and time-sensitive information 	<ul style="list-style-type: none"> • ClientLine® online Reporting – view payment processing information with access to over 150 scheduled reports • Dispute Manager Service – receive, view and respond to chargeback and retrieval disputes online • Alerts – notifications by email or text for events related to Reconciliation and Dispute activities • Data File Manager Solution – create, test, manage and generate raw data files daily or on demand

Systemic Reports

Hierarchy Reports

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.

ClientLine Systematic Reports

Clientline offers the ability to schedule customized reports in a variety of common formats that can be downloaded from the dashboard and/or emailed to a list of users and aliases defined.

Data File Manager

Many large merchants use raw data files to download merchant processing data into their internal and/or proprietary reconciliation tools. Our Data File Manager application, pricing will be provided upon request, brings a best practice approach to this often time-consuming process with a focus on flexible, self-service capabilities so that you get the data you need, right when they need it. The following are key Data File Manager features:

- Conveniently access the raw data files necessary for reconciliation and reporting
- Build your own files by choosing the specific records and fields to be included
- Receive summary, detail, dispute, Interchange and funding records in one file
- Generate files at any hierarchy level, from bank marker to location
- Access a long retention period for historical data (13 months of transaction detail data and 25 months of summary data)
- Access Data File Manager through the Business Track portal with secure and easy single sign-on

Ad-hoc reporting

We can provide ad hoc reporting via ClientLine, allowing you to report on virtually any data point or element captured in our database. Many of our large merchants use raw data files to download merchant processing data into their 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, our 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.

Funding Time Frames

Same day and 24 hours/next day funding is available to merchants, depending on products, services or products selected by the participating agency. We will work with you to provide the most optimal funding for your particular solution need. No integration is required by the Region 14 ESC for this functionality.

As an example, the daily settlement window could be 11:30 p.m. ET. The payment schedule for Visa® and Mastercard® transactions is reflected in Table 4, Funds Availability Schedule. We deduct fees on a daily basis, and our clients can dispute charges if necessary. A more favorable schedule can be provided based on Region 14 ESC's sponsor bank.

Table 4. Sample Funds Availability Schedule.
The following table outlines when Region 14 ESC receives funds following transaction settlement.

Transaction Day	Settlement File sent to Fiserv (Cut-off time before 11:30 p.m. ET)	Interchange Processing	Fiserv Initiates ACH	ACH Delivered to Bank
Monday	Tuesday a.m.	Tuesday	Tuesday	Wednesday
Tuesday	Wednesday a.m.	Wednesday	Wednesday	Thursday
Wednesday	Thursday a.m.	Thursday	Thursday	Friday
Thursday	Friday a.m.	Friday	Friday	Monday
Friday	Saturday a.m.	Saturday	Monday	Tuesday
Saturday	Sunday a.m.	Sunday	Monday	Tuesday
Sunday	Monday a.m.	Monday	Monday	Tuesday

Reconciliation schedule:

- **Daily**
- **Weekly**
- **Monthly**

Our Web-based ClientLine reporting tool contains over 80 prebuilt standard reports to serve daily, weekly and monthly reconciliation needs of your public agencies. Listed below is a small sample of standard reports available through ClientLine:

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

Service Level Agreements

We offer our clients common performance standards and metrics that cover critical systems and services such as Authorizations, Customer Service, File Transmissions, etc.

Examples of some of the common performance standards and metrics are represented in Table 5.

Table 5. Standards and Metrics	
Metric	Measure
Authorization Availability	System Available 24/7
Customer Service	Abandoned, ASA or % SLH
File Transmissions	Available for transmission by target time

During the term of the agreement, we will negotiate any reasonable and appropriate measures of service level commitments to provide Region 14 ESC the assurance it requires of our service delivery on changes in technology, improvement in productivity, or different business requirements. We view the business as a shared experience between our companies, and complete satisfaction and success are our absolute measures. In addition to the regular measurement bound monitoring, we apply regular contact from our senior executives to your designated representatives to ensure an open and ongoing dialogue.

New Account Setups

All members of the Region 14 ESC account will be determined during the contract negotiation phase of the RFP process. Table 6 outlines the roles that will be assigned to Region 14 ESC as well as each role’s functional responsibilities.

Table 6. Fiserv Relationship Management Model for Region 14 ESC . <i>A team of tenured professionals will support your merchant processing services.</i>	
Title	Functional Responsibilities
Global Relationship Manager	<p>Your global relationship manager is responsible for:</p> <ul style="list-style-type: none"> • The strategic relationship and is the go-to person on a global basis • Providing contract management • Answering rate / fee inquiries • Owning the holistic Region 14 ESC relationship • Identifying new product or solution opportunities • Developing and leveraging strong, collaborative relationships • Conducting business reviews

Global Account Manager	Your global account manager is responsible for: <ul style="list-style-type: none">• Serving as the key point of contact for day-to-day operational activity• Meeting SLAs for new account setup• Escalating operational issues• Training Region 14 ESC with new tools/product offerings• Providing project management for strategic initiatives• Managing Region 14 ESC's profile information
Global Implementation Coordinator	Your Implementation Coordinator is responsible for: <ul style="list-style-type: none">• Program design and conversion• Administration and operation details• Budget and timeline management• Turn over to account team
Global Enterprise Sales Executive	Your senior sales executive is responsible for: <ul style="list-style-type: none">• Remaining engaged throughout the sales process• Contract negotiation• Serving as the key point of contact during Implementation• Partnering with Global Account Executive and Global Account Manager• Being Region 14 ESC's Executive Advocate

Customer Service

The Command Center and the Incident Management teams provide 24/7 support for all our production systems. We use a variety of automated monitoring tools as well as direct client calls for all production issues.

Every issue received is classified by urgency and client impact, and scored with a priority (1 through 5) to ensure the appropriate level of support and resolution is achieved. High Impact and High Urgency receive a priority score of 1 and is the most important issue to resolve. Issues that receive a score of 2 through 5 are resolved as well, but they do not have the same internal Service Level Agreement.

Our internal goal for priority issues are:

- Priority 1 – 30 minutes to start the investigation and resolved within 24 hours
- Priority 2 – 60 minutes to start the investigation and resolved within 48 hours
- Priority 3 – six hours to start the investigation and resolved within five days

- Priority 4 – 48 hours to start the investigation and resolved within two weeks
- Priority 5 – five days to start the investigation and resolved within a commercially reasonable timeframe

***Account Management**

Chain of Command for problem resolution and escalation:

There is a comprehensive Fiserv Escalation Procedures document that is solidified at the time of implementation, enabling Region 14 ESC to have multiple escalation levels.

The Chain of Command for issue resolution is as follows:

- Level 1 – National Account Manager
- Level 2 – National Relationship Manager
- Level 3 – CSO Management
- Level 4 – VP, Government Solutions
- Level 5 – SVP, Government Solutions

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.

Equipment and Gateways:

List of all equipment compatibility

Fiserv has multiple hardware solutions as well as certifications to hundreds of third party hardware solutions. Our flagship Clover suite of hardware solutions offer simple POS solutions with the options to advance into customized hardware APPS and APIs.

Innovative Point-of-Sale (POS) Systems

As one of the largest providers of POS equipment, Fiserv Hardware Services provides the latest POS devices to assist your pursuit of PCI compliance while offering your customers the most complete and secure payment options available today. With a full complement of PCI-certified and EMV-enabled devices, Fiserv enables Region 14 ESC clients to accept payments securely, reliably and effectively without the hassles and costs of PCI non-compliance.

Our high-quality POS solutions and progressive end-to-end service offerings set us apart from the competition, enabling us to provide our clients with all the equipment, support and service necessary to be successful. We offer 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), multilane and printers. Regardless of the size or scope of service that you need, we have the scale and capacity to seamlessly handle your fulfillment requirements.

Clover Suite of Products

Clover is the business management system that makes every aspect of merchants' businesses easier. Small business owners are empowered with the latest technologies, prepared for the future and ready to harness the power of data in one small package. Clover can still accept payments and conduct transactions if an Internet connection goes down. All Clover systems come stocked with powerful applications to create menus, update inventory and manage staff. Business owners also get the power of Clover Security to protect merchants and their customers. Clover grants instant access to a growing app marketplace filled with dozens of powerful tools to empower businesses. Below are additional features of our Clover line of products:

Clover Station Features

- Large and brilliant 11.6" touchscreen
- High-speed printer and cash drawer included
- Multiple payment methods – magnetic stripe, debit, EMV, Apple Pay, and more
- Simple setup, ready in minutes
- Sleek and attractive style
- Embedded camera to scan barcodes and QR codes
- Proprietary pivot arm swivels smoothly between merchant and customer
- Ethernet, wireless and Bluetooth options for optimal connectivity
- Four USB ports to connect peripherals
- Additional accessories available to customize your Clover experience



Clover Flex Features

- Portable POS and payment capability in a compact, all-in-one package



- Ready to integrate or act alone – SDK to wirelessly extend the POS or take on the road in full independence
- Multiple payment methods – EMV, NFC, magnetic stripe, QR code, mobile wallet, PIN, signature.
- Integrated printer, 2D barcode, camera, Wi-Fi, Bluetooth, 3G (standard), hard key screen overlay for ADA compliance
- Secure Android based “App” architecture for easy addition of new features, or support of different use cases throughout the enterprise

Clover Mini Features

- Smaller footprint to save counter space
- Easy-to-read 7” touchscreen
- Built-in, high-speed printer
- Wireless connection through Wi-Fi or 3G or with a standard Ethernet cable
- Multiple payment methods – magnetic stripe, debit, EMV, Apple Pay, and more
- Four USB ports to connect peripherals
- Integrated camera to scan barcodes and QR codes



Fiserv Line of Terminals

- **FD150 Terminal** – Combines performance, reliability and ease of use in a compact, feature-rich device that enables you to accept transactions when a customer presents you with an EMV card.
- **FD35 PIN Pad** – Citizens can insert their chip cards into the EMV chip card reader, tap their contactless cards, or swipe traditional cards through the magnetic card reader – all without relinquishing control of their cards. This comprehensive device accepts PIN and signature debit cards, all major credit cards, gift and EBT cards and STAR® network transactions. In addition, the FD35 enables mobile phone payments that help merchants drive loyalty and repeat business by generating and redeeming special offers.



List of compatible gateways

Fiserv owns and maintains multiple gateways and there are hundreds of third-party gateways that are certified to our processing platforms.

Gateways

We offer agencies basic and advanced gateway solutions that support many common features and functionality critical to their success.

Gateway Managed Convenience Fee

Fiserv offers gateways, hosted payment pages, multiple terminal devices (some P2PE validated) and Virtual Terminals that can be used to support a managed Convenience Fee model.

- These items are available to merchants enrolled into the Higher Education card brand programs.
- Fiserv will enroll qualified merchant ID's in to the program for the merchant.

The screenshot shows a payment gateway interface. On the left, under 'Payment Information', there is a 'Payment Amount' field with the value '10.01' and a 'Payment Method' dropdown menu set to 'CREDIT/DEBIT (SELECT CARD)'. Below the dropdown are icons for Visa, Mastercard, American Express, and Discover. On the right, a 'Transaction Summary' box displays: 'Amount Due \$10.01', 'Convenience Fee \$0.58', and 'Total Amount Due \$10.58'. Below the summary, a note states: 'A convenience fee of 3.5% will be charged by a third party processor for this transaction.' A 'Submit' button is located at the bottom right of the form.

A convenience fee or surcharge is automatically added to the invoice amount. Example methods below:

Table 7. Managed Convenience Fee and Gateway Features

Virtual Terminal	Hosted Payment Page	Embedded iframe
<ul style="list-style-type: none"> • Automatically calculates fees and totals • Easy to use, minimal required fields • Allows up to 10 Custom Fields (customer ID, invoice number, etc) • Simple export to Excel of all transaction data, including Custom Fields 	<ul style="list-style-type: none"> • eCommerce Integration, website only • Customer is redirected from the merchant's site to the gateway • Payment is made on the gateway site • Customer returns back to merchant site • Automatically calculates fees and totals 	<ul style="list-style-type: none"> • eCommerce Integration, website only • Customer remains on merchant's site • Gateway embeds hosted Credit Card field • Keeps Merchant website from ever seeing the Credit Card number • Automatically calculates fees and totals

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • Can send email confirmation, if desired • Can be used for Card Present or Phone orders • PCI Compliant with P2PE device support • Supports EMV, Swipe, and Card Numbers Keyed into the terminal | <ul style="list-style-type: none"> • Simplified POST form implementation • Allows up to 10 Custom Fields (customer ID, invoice number, etc) • Simple export to Excel of all transaction data, including Custom Fields • Can send email confirmation, if desired • Fully PCI Compliant with tokenization • Works with ACH and Credit Cards | <ul style="list-style-type: none"> • Simplified POST form implementation • Allows up to 10 Custom Fields (customer ID, invoice number, etc) • Simple export to Excel of all transaction data, including Custom Fields • Can send email confirmation, if desired • Fully PCI Compliant with tokenization • Works with ACH and Credit Cards |
|--|---|---|

Gateway Omni Commerce Capabilities

When using our BOLT P2PE solution hardware - Our Advanced gateway solutions provide shared tokens between card present terminals and eCommerce integrations/API's offering a unique optional configuration parameters to exclude card bin numbers from being tokenized for unique circumstances an agency may wish to implement unlike other solutions in the marketplace. This functionality enables a merchant with private cards as one example to utilize the device built in MSR swiper to read the card track data yet not tokenize it.

Our payment gateway provides extensive payment processing functionality for Card Present and Card Not Present transactions. The gateway's REST JSON web APIs facilitate data tokenization and payment processing integration within a multi-channel payment environment. The APIs enable merchants to integrate real-time tokenization and encryption, transaction processing, P2PE terminal device integration, batch authorization service and payment processing.

Our payment gateways also provides a Virtual Terminal application for accepting credit card payments (Card Present or Card Not Present). The Virtual Terminal seamlessly integrates with our proprietary P2PE devices to help protect sensitive data and reduce PCI scope

The payment solution supports omni commerce electronic payments with data tokenization directly via the following:

- Payment gateway Web APIs - credit card payment processing (Visa, Mastercard, Discover, Amex, China Union Pay, JCB, Debit card, PIN Debit, EBT)
- Hosted Payments Page

- Hosted IFrame Tokenizer - gets embedded within a payments page for credit card tokenization - can be utilized with a P2PE device for card data entry, supports look and feel customizations
- Virtual Terminal payments - supports recurring billing, one-time payments, transaction reporting, card data entry via P2PE device
- P2PE Terminal devices for integration into POS or home-grown applications
- E-check payment processing
- Mobile payments
- Apple/Google/Samsung Pay, Private label/Gift cards support (Card Present and Card Not Present)
- Batch authorization processing
- Stand-alone payment terminals
- Customer account payment profiles

Third Party pre-integrations (Netsuite, Oracle, etc)

Some of our gateways offer pre-built integrations for several ERP based accounting packages like JD Edwards, SAP and Oracle to synchronize invoices and payments. Our gateways published APIs also simplify integrations to other accounting systems like NetSuite. Citizens can view and pay open invoices or set up automatic/recurring payments through an easy-to-use online portal. They can even make full or partial invoice payments and pay multiple invoices with a single payment. With all your information in one place, the goal – simplify your sales reporting, automate payments and provide real-time invoice line item details.

APIs and Hosted Order Pages

Our gateways support many of the industry leading API's and programming languages used today. Including but not limited to REST JSON, JAVA, etc.

Our tokenization solutions provide credit card data tokenization within merchant web payment pages and reduces PCI scope for merchant web applications. Merchants use the Hosted iFrame to securely process card-not-present transactions that typically take place on a merchant's payment page within an eCommerce website or mobile app. We provide a hosted payment page for merchants requiring to redirect all payment data entry to a PCI-validated payment processing solution. This Hosted Payment page can be utilized as a standalone page (as a modal window that opens or redirect from the merchant website) or embedded in an iFrame within the merchant's website.

Features:

- Reduces website PCI scope to the PCI SAQ-AEP (139 questions)
- All sensitive data is entered into a highly secured hosted tokenization data field
- Creates a seamless checkout experience (Iframe provides styling options)
- Quickly generates a token upon receiving an on-blur event (tabbing to a different field)
- Supports error catching logic when validating credit card data
- Supports disabling standard keyboard from entering a full credit card number
- Supports forcing data entry via a P2PE secured keypad only

One size does not fit all so we offer many integration methods with custom data fields that allow developers to pass unique information needed to support the agency and their specific data needs.

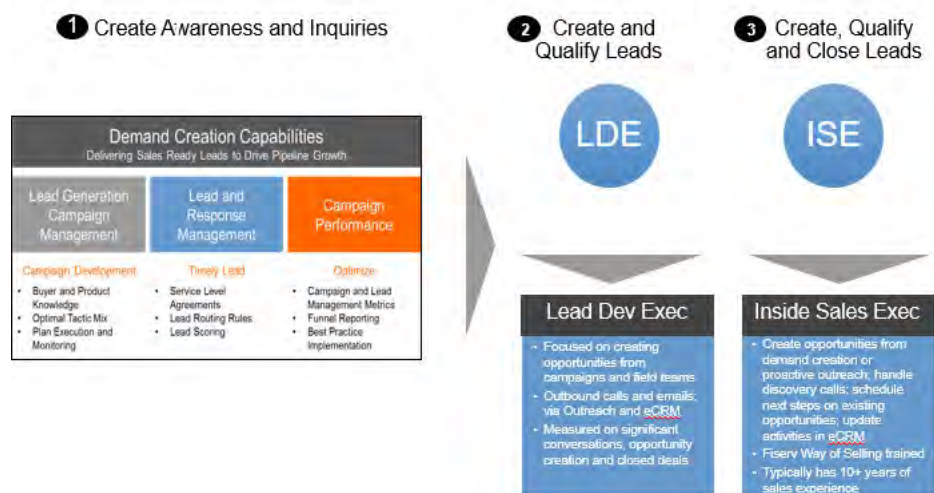
Tab 8 – Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Sales and Marketing Campaign / Lead Generation

Fiserv has a well-established function for lead generation and management using best practice process and technology to execute on our go to market plans. The function is leveraged by the enterprise to create, qualify and route leads and is built to scale up to meet demand for use.

Lead Generation Functions and Process



a. Create Awareness and Inquiries

To begin an engagement, the campaign request is received by a centralized team and data is collected about the scope of the campaign that includes market, buyer, and product information, available marketing assets mapped to buying stage and other pertinent information. A plan is created and approved by all stakeholders.

From there, lead management processes are set up to define a 'sales ready' lead and determine the process that is followed to ensure timely management. Routing rules with service level agreements are created and signed off on by all functional leaders in the routing process.

Once execution begins, reporting begins and is shared with stakeholders to address the following;

- Are the tactics working and achieving the expected results?
- Are the lead management SLAs being followed?

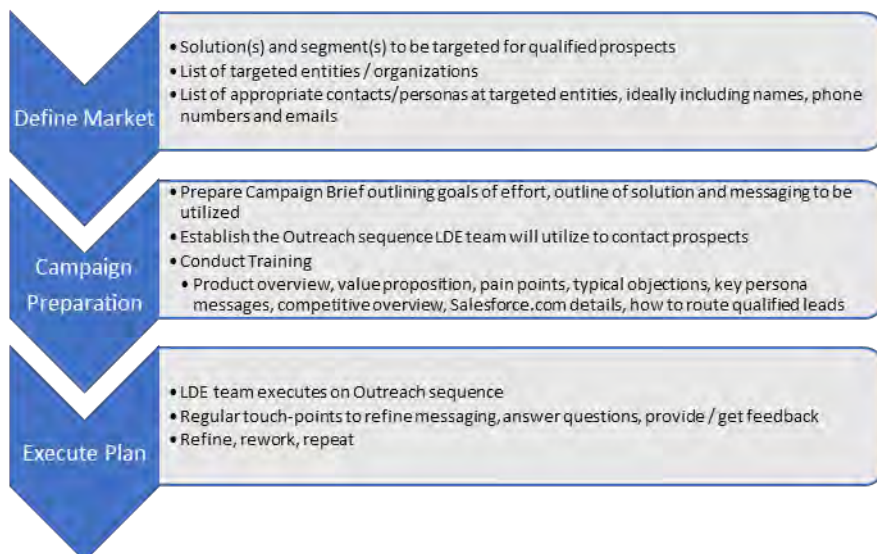
Initially, the reporting is used to validate the direction of the campaign and where results are measured against benchmarks to gauge our ability to achieve the stated goal. If the results show that we are not, the team is able to make the proper adjustments to the campaign to correct its course towards goal achievement.

Once the campaign is completed, a series of reports are developed as a part of a campaign post-mortem process. These reports are intended to show the campaign plan, summarize the results, and document key learnings and best practices. The results of any testing are also shared. Final campaign reports are shared with the immediate campaign stakeholder team and with the demand creation team to encourage the enterprise leverage of all new learning and best practices uncovered in the campaign.

b. LDE - Create and Qualify Lead

The Fiserv Lead Development Executive (“LDE”) team leverages a well develop process, sales engagement and tracking technology, third-party B2B contact databases and sales training to maximize the creation of sales qualified leads on every campaign.

LDE Campaign Overview



In the *Define Market* campaign phase, stakeholders align on the solution(s) and market segment(s), including the development of detailed lists of appropriate entities to include as part of the effort. All stakeholders provide input to ensure that the solution, segment and buying personas are all appropriately matched.

Once the market for the effort has been established, *Campaign Preparation* begins and includes the development of a formal Campaign Brief that will be used to communicate the effort to the LDE team and is the basis for their campaign training. Key components of the Campaign Brief include a Market Overview, Product Overview/Problem Statement, Target Segments, Target Audience/Personas, Solution Value Proposition, Pain Points, Key Messages with tie-in to key Personas and a Competitive Overview.

Within a short time after the completion of training the team moves to the *Execute Plan* phase where emails and calling efforts begin, all managed via sequences established in our sales engagement software tool, Outreach. During the execution of the campaign, when LDEs qualify a lead, they pass these leads to the appropriate product specialist via Salesforce.com and set a time for the prospect to speak with the product specialist. Further, regular touch points are established for the LDE team and the stakeholders to 'share notes' on what messaging is working, answer questions and make and necessary adjustments.

c. ISE - Create, Qualify and Close Leads

For solutions that fit an inside sales model, another resource that is available to our market facing teams is the Inside Sales Executive ("ISE") team that can be leveraged to augment a team's market presence, address new or materially expanded markets and/or accelerate go-to-market efforts.

This full-cycle sales team is ideally suited to addressing market segments with a large number of prospects that are buyers of less complex solutions, where the existing sales team may not have the capacity to effectively serve the market in a timely manner.

All ISEs are Fiserv Way of Selling trained, are proficient at sales prospecting, discovery calls, managing a sales process, deal tracking in Salesforce.com and working with internal and external partners. Further, on many sales efforts, this team works tightly with the LDE team to address large market segments in an optimal go-to-market structure.

d. Handoff From Inside Sales to Field Sales

The handoff between inside and field sales is one of the most critical points in our sales pipeline so we create shared messaging and a culture that aligns the two sales teams, and by ensuring that the right logistical processes are in place, sales leaders support a smooth, timely sales handoff that enhances our customer experience. We have a national outside sales force of account managers who reach out to hundreds of clients every week via phone and email. Our outside sales force of seasoned veterans is more strategic in nature, so can meet with public agency decision-makers to help them devise and implement strategies for selling more complex products and services and as payments move into a digital decade of transformation, we are well equipped to help the widely diverse public agency marketplace.

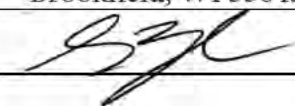
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	First Data Merchant Services LLC
Print Name	Shane McCullough
Address	255 Fiserv Drive
City, State, Zip	Brookfield, WI 53045
Authorized signature	
Date	July 21, 2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

July 21, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	First Data Merchant Services LLC
Address	255 Fiserv Drive
City/State/Zip	Brookfield, WI 53045
Telephone No.	(402) 222-3397
Fax No.	(402) 315-5105
Email address	Shane.McCullough@fiserv.com
Printed name	Shane McCullough
Position with company	Authorized Signor
Authorized signature	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

Attachments and Exhibits

Attachment A – FDMS Legal Exceptions

Attachment B – Region 14 ESC Merchant Services Core Pricing

Attachment C – Sample ClientLine Summary Reports

Attachment D – Redacted Fiserv Response

Attachment E – Redacted Vendor Questionnaire

Exhibit A – Payment Solutions Agreement

Exhibit B – Convenience Fee Service Schedule

Exhibit C – SaaS Addendum SnapPay

Exhibit D – Fraud Detect 2.0 Service Schedule

Exhibit E – TransArmor Service Schedule

Exhibit F – Data File Manager Schedule

Exhibit G – Gateways Services Addendum

Exhibit H – Clover Curbside Services and Equipment Schedule

Exhibit I – Equipment Rental and Purchase Schedule

We have also provided redacted versions of our bid response and pricing that include proprietary and confidential information we safeguard as trade secrets.

Statement of Proposal

This proposal is meant solely to provide information about the products and services described herein and your company's use thereof. This proposal does not constitute an offer to contract, and neither Fiserv nor your company shall be obligated to provide or purchase the products or services described in this proposal until a definitive agreement is executed by Fiserv and your company. All proposed terms and information herein assume the use of Fiserv's standard contract terms and conditions, which Fiserv shall provide to you.

Fiserv welcomes the opportunity to respond to this Request for Proposal. The responses of Fiserv, including the pricing set forth herein, are non-binding, and are being provided for informational purposes only and do not constitute or give rise to a contractual commitment on behalf of Fiserv. While Fiserv has endeavored to provide thorough and helpful responses herein, the contractual terms and conditions, and the associated pricing for the solutions described herein are subject to Fiserv's standard agreements, which will be supplemented and refined based on the specific array of solutions and services to be provided after selection.

This proposal and the information contained herein is valid for 120 days. Fiserv reserves the right to withdraw or otherwise modify this proposal and the information herein after that time.

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Information subject to change.