



Municipal and Utility Billing Services RFP

Solicitation Number: 24-20

Presented to:

Region 14 Education Service Center

Submitted by:

Anne Barrett, Sales Executive
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November 19, 2020

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November 19, 2020

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

Dear evaluators,

To help reduce costs and create a seamless billing services for each public agency under the National Cooperative Purchasing Alliance and Region 14 Education Service Center (Region 14 ESC), Fiserv Solutions, LLC, a wholly owned subsidiary of Fiserv, Inc. (herein referred to as Fiserv) proposes our robust solutions for your Municipal and Utility Billing Services RFP.

With the transformative combination of Fiserv and First Data in 2019, our organization enables us to provide unprecedented capabilities and value to our clients. With Fiserv, we can help public agencies manage and meet rapidly changing customer expectations while providing cost-effective billing, payment and communication solutions. Fiserv is the partner who capitalizes on the opportunity each communication touchpoint presents and transforms them into more dynamic and more meaningful interactions.

Our multichannel billing solutions offer you the following key advantages:

- **Financial strength and commitment** to invest in industry-leading technology and innovative solutions
- **Deep experience** in government and utility industry
- **Redundant production and load-sharing capabilities in our multiple facilities** for expanded capacity, scalability, efficiency and business continuity
- **A Single-source partner** for your entire billing and payment lifecycle

Only Fiserv has the vested interest, expertise, resources and scale to deliver cost savings and operational excellence to public agencies today and well into the future. We look forward to demonstrating the value Fiserv can offer public agencies and how our comprehensive solution can meet and exceed their expectations.

Sincerely,



Anne Barrett
Sales Executive
520-241-8271

Anne.Barrett@fiserv.com

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Executive Summary

For more than 35 years, Output Solutions from Fiserv has been providing and delivering (in print or digital) high-volume business communication solutions in standard and custom formats to multiple industries including government entities, financial services, healthcare, utilities, insurance, lending, retail, travel and leisure and more. We bring together the core paper and digital competencies to meet any public agency’s requirements for document composition, printing, mailing, digital document delivery and archive services.

Fiserv performs data processing, document preparation, printing and insertion all in-house by Fiserv associates with Fiserv-owned equipment and facilities. We have the proven track record, capacity and processes to meet specific volume and business requirements.

Public agencies can trust Fiserv to deliver targeted, turnkey business communication solutions, tailored to their needs. Our custom solutions provide multichannel communications that builds relationships and loyalty with public agencies. We transform bills, notices, letters and other documents into dynamic tools that drive results and save money.

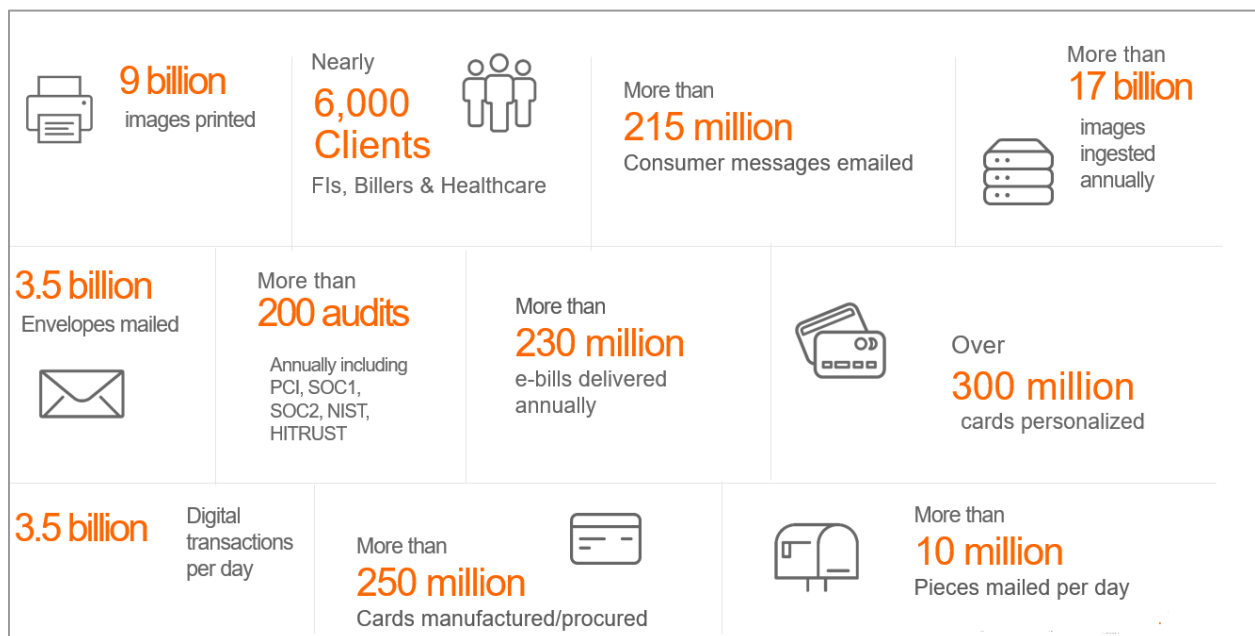


Figure 1: Fiserv Output Solutions by the Numbers



As a Fiserv client, public agencies can take advantage of our expertise in the billing and payment market with actionable insights from our in-depth consumer behavior research, subject matter experts, peer networking, innovation and thought leadership.

[Fiserv Boardroom Series](#), a thought leadership community designed exclusively for Fiserv clients, delivering business insights, market trends and research to help leaders improve the performance of their businesses.

[The Point](#), a news blog focused on the business and technology issues shaping financial services. The Point features articles, opinions and insights from experts within Fiserv and across the industry.

[Fiserv Forum](#), our annual client conference where Fiserv leaders share our insights and innovative technology. Public agencies can get a chance to connect with their industry peers and participate in client panel discussions. It also provides industry-leading information that can assist to create business plans with most up-to-date market research and product information.

We also provide access to market research and similar value-added data, such as research studies and surveys to help public agencies create a better print, mail, e-delivery and archive program.

Financial Strength and Commitment

As a \$10.2 billion company, Fiserv has the financial strength and commitment to make significant investments in industry-leading technology and innovative solutions that public agencies can rely on.

Fiserv invests millions of dollars annually on industry-leading printing systems and insertion equipment to achieve faster run rates and increase our ability to scale as our mail volumes increase. We recently made technical and operational investments of **\$36 million** within our document processing operations.

And with the transformative combination of First Data and Fiserv in 2019, **we are committing \$500 million in incremental investments** to provide our clients with innovative, highly differentiated solutions and services, further enhancing our leadership position. Public agencies can rely on Fiserv not just to develop new products and services, but also have the resources to continuously improve the quality, innovation and cost-effectiveness we provide.

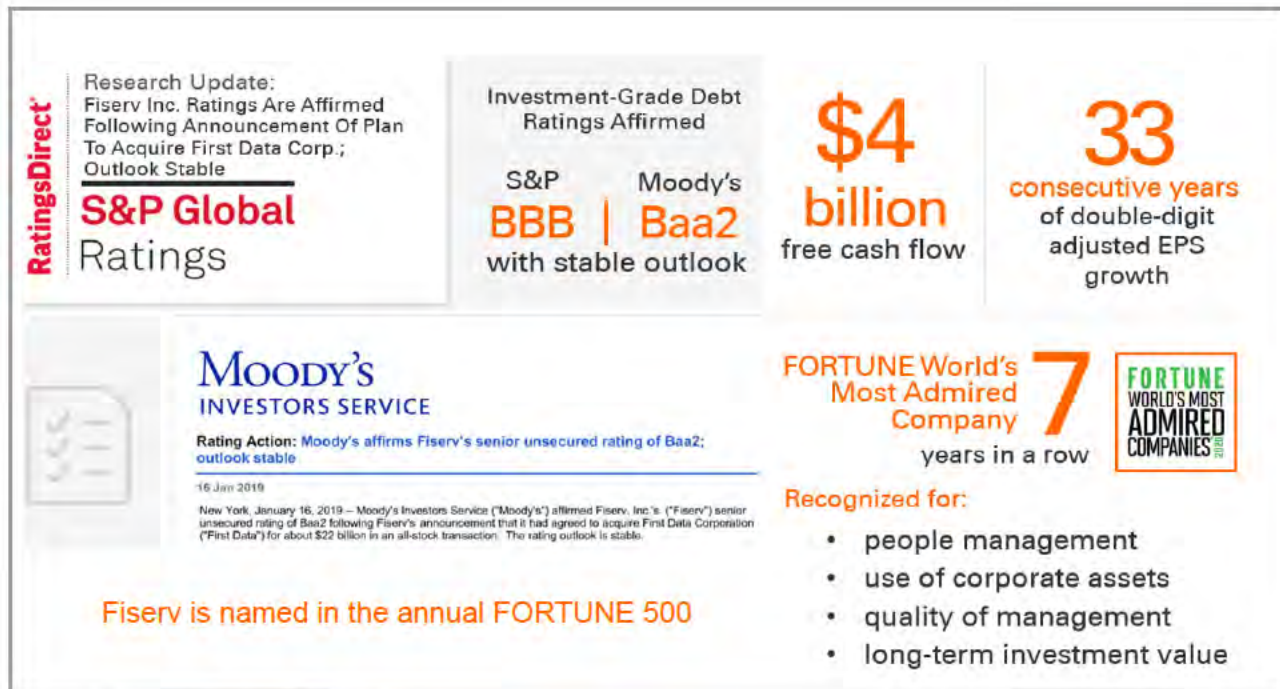


Figure 2: Fiserv's Financial Strength

Fiserv is one of America's leading companies that adapts to the changing world, manages risk, innovates as it continues to lead the industry.

Deep Experience in Government and Utility Industry

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 strategies that continually improve billing presentment processes and how these are delivered across the country. Fiserv has a long history of successful performance providing print, mail and e-delivery of high-volume transaction mail 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 their customers while improving their overall billing and payment experience. This vast experience and success with such a complex and highly regulated environment provide public agencies expertise and efficiencies only Fiserv can achieve.

Today, Fiserv supports clients in various industry representing the insurance, utility, telco, healthcare, lending and banking industries. By far the largest vertical of clients we serve are in the utility industry. **We provide services to more than 3,000 utility companies.** This includes powering a range of billing and payment services for a majority of the nation's top utilities.



Our utility clients benefit from a wide array of services that help them meet the needs of their customers – from convenience fee payments, to walk-in payment services for customers who prefer to pay in cash, to providing a bill at a customer’s preferred banking site, allowing to suppress the printing of a paper bill. Fiserv solutions allow public agencies meet the needs of their customers on how and where they want to make their payments.

Like everything else in the utility industry, billing systems themselves are undergoing a technological revolution focused on meeting customers where they want to do business, whether that’s online, text messages, email, or walking over and dropping it in by a U.S. Postal Service as in the old days. We clearly understand that customers are receiving and paying their utility bills more ways than ever before. This requires managing emerging billing and payment channels alongside traditional ones.

Utilities are rolling out new programs that accommodate the flexibility needed across the various regulations and economic drivers they face in their respective territories. The most challenging aspect to current billing practices is the ability to quickly adapt to the myriad of new services that providers today can’t even imagine they will end up offering in the future. Customers are gaining an ever-increasing awareness of their energy usage, rate patterns and competitive options, such as getting off the grid entirely with solar panels. Utility companies cannot continue to view revenue/collections as a collection of unrelated platforms disconnected from the customer experience. Utilities are being forced to change or risk losing market share even in regulated, monopolistic markets due to distributed options and other choices for customers. All billing systems have challenges unique to its market and the territory’s customer base. With the right technology and approach, utilities can provide a simple and seamless experience as an opportunity to strengthen relationships and boost customer loyalty.

Fiserv’s proactive engagement tools and communications across multiple channels, including mobile alerts and notification, and 24/7 self-service, reinforce brands and customer satisfaction. Also, Fiserv powers all of its payment channels through its own network to enable faster and more efficient revenue collection -- the goal for all utilities.

We understand that utilities provide critical services for customers that require convenient bill pay options for a diverse customer base with quick payment posting to avoid service disruptions. Also, many utilities, public sector in particular, are often subject to additional challenges, such as strained internal resources, tight deadlines and specialized reporting needs. With Fiserv, utilities can leverage the insight that we have gained over 35 years of hands-on experience developing and deploying successful billing and payment services in many different environments for clients with diverse needs and goals.

Multiple Redundant Production Facilities

Fiserv has multiple production facilities across the United States with more than enough capacity and production resources to fulfill any specific volume. Our networked facilities have redundant production sharing capabilities as well as technology to route orders effectively to other facility, which is a critical component of our business continuity plan. It gives public agencies an effective disaster recovery solution, if needed.

- Data Center**
Tier III, Redundancy, Business Continuity, Full Disaster Recovery, Back-up Generators, UPS
- Employee Background Checks**
Criminal History Review, Credit History, References, Drug Screen, Global Watch
- Physical Security**
Palm Readers, Cameras, Restricted Access, Man Traps, Security Guards
- Audits**
SSAE18, HIPAA, PCI DSS, Secure Card Vendors, more than 200 Per Year
- Certifications**
Visa, Mastercard, Discover, Amex, ISO 27001, NIST, HIPAA, HITRUST

Fiserv has one of the highest security protocols in the industry. The foundation for the Fiserv security features is based upon certifications from the world’s leading credit issuers including Visa® Mastercard® and other industry-recognized security standards. We undergo in excess of 200 audits per year comprised of SSAE audits, secure-card vendor audits, PCI DSS audits, corporate audits, internal audits and, of course, client audits.

With several strategically located state-of-the-art data centers, we provide the highest levels of protection for public agencies and their data. We provide deep security and compliance experience including, but not limited to, ISO 27001, NIST,

PCI and more. Fiserv processes data in our own secure data centers using the most secure environment for transmitting data. Data stays within Fiserv’s security infrastructure protected by Cisco PIX firewalls and public agencies’ customer data are encrypted even at rest with 256-bit AES Rijandel encryption algorithm.

Single-Source Partner

Fiserv can manage public agency’s entire billing life cycle from ONE partner who can offer vendor management efficiencies; cost reduction; integrated print, mail, archive, presentment, payments and messaging; and seamless communication for the public agency customers regardless of the document delivery method. Choosing Fiserv as the single-source partner provides consistent messaging whether in print or digital, all coming from one data stream.

Fiserv delivers an innovative approach that unifies billing and payment strategy by supporting the presentment and payment channels, methods and services customers demand with the reconciliation process a public agency needs. This helps accelerate the transition from paper to digital communications while driving faster collections through cross channel visibility.

From a single data feed, Fiserv can help public agency:

- **Prepare** the data for the creation of bills and include personalized messages
- **Present** the bills in printed and digital formats to distribute through mail, biller direct and bank channels
- Enable public agencies' customer to **pay** using the channels they prefer
- **Protect** and safeguard public agencies' customer data with highest security and compliance

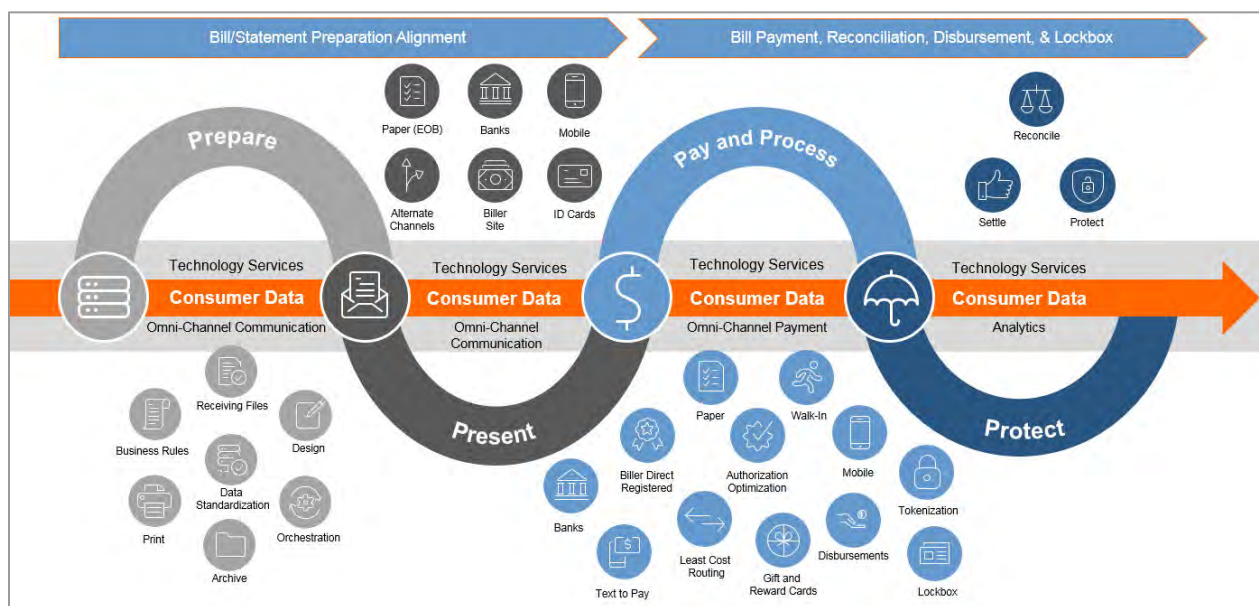


Figure 3: End-to-End Billing and Payment Lifecycle

Fiserv is uniquely positioned to deliver paper and electronic bills. We can help public agencies influence their customers to transition from paper to digital with actionable insights from our annual household studies, webinars, client conferences and other thought leadership events in e-adoption, working with their marketing personnel to offer programs and develop strategies to drive e-adoption. Leveraging Fiserv's expertise can help lower both printing and postage costs.

Fiserv transforms business-critical documents into more dynamic and effective customer communication touchpoints that increase customer experience and engagement.

Public agencies can keep control and visibility of the production and delivery process. Our web client portal provides public agencies a single, integrated view of tracking and reporting of your data from the initial receipt, physical production and delivery. Available 24/7, public agencies can compose targeted messaging, manage selective inserts and onserts, track production, generate reports, view postage costs, manage inventory levels and usage, approve proofs and more.



Our flexible messaging options let public agencies tailor bill content down to the customer level without costly programming fees or IT services needed. Triggers within public agency's data file drive predetermined business rules to create targeted messaging for their customers. By combining transactional content with promotional or educational information, public agencies can send relevant messaging that increases response rates and maximize loyalty.

In Summary

Fiserv not only has the expertise public agencies need to produce and deliver bills in print or digital, we also have direct experience with government agencies and utilities industry. We provide cost-efficient multichannel communication solutions and flexible messaging options that help increase customer engagement.

Having produced more than 3.5 billion mail sets in 2019, all of which have met or exceeded respective service level requirements, Fiserv has the technology and capacity to accurately deliver bills and other communication documents securely and timely. We are highly proficient in supporting large-scale production requirements and deliver on the importance of quality and reliability when delivering bills in print or digital as a direct extension of the public agency's team.

Leveraging our proprietary web client control, public agencies will continue to have visibility into the entire production and delivery process, maximizing the benefits of outsourcing.

We are the only print provider with the financial strength, breadth, depth and scale to drive change and innovation to produce superior customer experiences.

With Fiserv, public agencies can gain operational and cost efficiencies, high levels of customization and flexibility into the entire billing and payment lifecycle.



Fiserv Response

Tab 1 – Master Agreement/Signature Form

Fiserv Response

Please refer to the completed Signature Form attached under this header. Deviations to the terms, conditions and/or specifications of the solicitation are found in **Attachment A – Fiserv Legal Exceptions**.

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 \$20 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 | Fiserv Solutions, LLC |
| Address | 255 Fiserv Drive |
| City/State/Zip | Brookfield, WI 53045 |
| Telephone No. | 678-375-5079 |
| Fax No. | 402-315-5105 |
| Email address | Matthew.Pribus@fiserv.com |
| Printed name | Matthew Pribus |
| Position with company | Authorized Signatory - VP |
| Authorized signature | <small>DocuSigned by:</small>  <small>A8BA47686E084D2...</small> |

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Fiserv Solutions, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 11-53, 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 Municipal and Utility Billing 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 quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous 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 under reporting 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: December 8, 2020

Vendor:

Fiserv Solutions, LLC
Name: Matthew Pribus
Title: Authorized Signatory - VP
Address: 255 Fiserv Drive, Brookfield, WI 53045
Signature: 
Date: November 17, 2020



Tab 3 – Vendor Questionnaire

Fiserv Response

Please refer to the completed Vendor Questionnaire under this header.

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: **Financial 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
Title: of contract award.
Company:
Address:
City: State: Zip:
Phone: Email:

- Sales and Marketing

Contact Person: Anne Barrett
Title: Sales Director
Company: Fiserv Solutions, LLC
Address: 255 Fiserv Drive
City: Brookfield State: WI 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.
 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.**

Fiserv Response

Fiserv Solutions, LLC

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

Fiserv Response

Fiserv was formed on July 31, 1984, through the combination of two major regional data processing firms located in Milwaukee, WI and Tampa, FL. In 1986, the company went public, Fiserv was incorporated in the state of Delaware and changed where it was incorporated on February 2, 1992 to the state of Wisconsin.

Today, Fiserv is a global payments and Fintech company serving thousands of financial institution clients and millions of businesses of all sizes in more than 100 countries. In July 2019, we completed a transformative combination with First Data, advancing our leadership in payments and commerce-enabling technology to serve financial institutions, corporates, merchants and consumers. We provide financial services technology solutions for thousands of financial institutions, millions of businesses of all sizes, as well as government agencies. Fiserv is a member of the S&P 500® Index and the FORTUNE®500 and is among the FORTUNE Magazine World’s Most Admired Companies® seven years in a row!

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

Fiserv Response

D&B Number: 08-926-9476

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

Fiserv Response

Individuals involved in the contract as well as Account Management and Project Implementation team members will be determined during the contract negotiation phase.



Key roles include:

| Title | Functional Responsibilities |
|---|--|
| <p>Relationship Manager Anne Barrett, Sales Executive</p> | <ul style="list-style-type: none"> • Provide contract management • Answer rate/fee inquiries • Own the holistic client relationship • Identify new product or solution opportunities • Develop and leverage strong, collaborative relationships • Conduct business reviews |
| <p>Public Sector Account Executive Region Based – assigned at contract award</p> | <ul style="list-style-type: none"> • Serve as the key point of contact for day-to-day operational activity • Meet SLAs for new account setup • Escalate operational issues • Train clients with new tools/product offerings • Provide project management for strategic initiatives • Manage the client’s profile information |
| <p>Inside Sales Executive Nick Tucker, Director of Inside Sales</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> | <ul style="list-style-type: none"> • Administer and negotiating contracts • Review of contract terms and conditions • Provide understanding of industry and government policies, regulations and legislation |
| <p>Project Manager Assigned at contract award</p> | <ul style="list-style-type: none"> • Coordinate all project activities • Creates, monitors and tracks all project efforts, risks, issues, changes and schedules • Turn over to account team |



| | |
|---|--|
| <p>Enterprise Sales Executive Jose Garcia, SVP of Government Solutions Crystal Cooper, VP of Government Solutions David Natelson, VP of Government Solutions</p> | <ul style="list-style-type: none"> • Contract negotiation • Partner with account executive and solution experts • Be the client’s executive advocate |
| <p>Output Solutions Sales Brad Brogan, VP of Sales RJ Campbell, Senior Sales Executive</p> | <ul style="list-style-type: none"> • Scope the solution required to address customer requirements • Recommend solutions to optimize value • Secure input from stakeholders and obtain necessary resources • Provide understanding of billing policies, regulations and legislation |
| <p>Biller Solutions Sales Steve Ostroff - VP, General Manager Biller Solutions Kevin Wrenn, National Subject Matter Expert Jacqueline Martine, Senior Sales Executive Rob Taylor, Senior Sales Executive</p> | <ul style="list-style-type: none"> • Scope the solution required to address customer requirements • Recommend solutions to optimize value • Secure input from stakeholders and obtain necessary resources • Provide understanding of billing policies, regulations and legislation |

- **Corporate office location.**

Fiserv Response

Fiserv corporate office is located at 255 Fiserv Drive, Brookfield, WI 53045.

- **List the number of sales and services offices for states being bid in solicitation.**

Fiserv Response

Fiserv has multiple state-of-the-art facilities and offices located across the United States where we perform data processing, provide technology support, develop software and offer consulting services for our Output Solutions division. Our primary print production sites include Houston, TX, St. Louis, MO and Omaha, NE.

Once the final solution set has been determined with a public agency, we will mutually agree upon the location that best fits the public agency's business requirements.

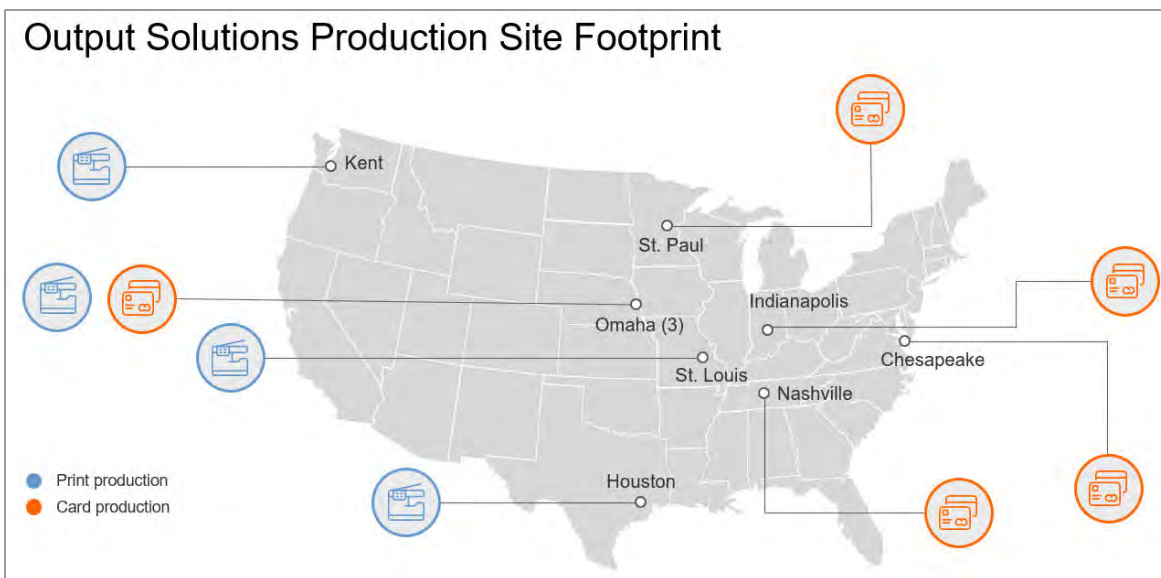


Figure 4: Fiserv Production Facilities

- **List the names of key contacts at each with title, address, phone and e-mail address.**

Fiserv Response

As stated, we have multiple offices and production facilities for our Output Solutions division. Fiserv has a client-centric approach. We will assign a multi-level account management team with distinct roles responsible for sales, servicing and support. These will be your main contacts and provide end-to-end support of Fiserv Output Solutions operations on the account. Specific key contacts will be assigned following contract award.

- **Define your standard terms of payment.**

Fiserv Response

Our standard payment terms are NET 30 days.

- **Who is your competition in the marketplace?**

Fiserv Response

We consider RR Donnelley and Broadridge as our competitors in the print, mail and digital document delivery space. We also view in-house production facility as a primary competitor.

Additional financial information including several years of annual reports and quarterly reports are available for download at <https://investors.fiserv.com/financial-information/quarterly-results>.

- **What differentiates your company from competitors?**

Fiserv Response

One factor that differentiates Fiserv from our competitors is our comprehensive product offerings -- **all from one partner**. With Fiserv, public agencies have the opportunity to consolidate multiple suppliers and use Fiserv's comprehensive solution to deliver customer communication documents in print and digital.



The graphic features five vertical columns of text representing Fiserv's values: 'Our Values', 'Earn client trust every day.', 'Inspire & achieve excellence.', 'Create with purpose.', 'Do the right thing.', and 'Deliver on the promise of one Fiserv.' Below these values is a list of key performance indicators and achievements.

- **#1** global issuer processor
- **#1** global merchant acquirer
- **#1** U.S. core account processing provider
- **#1** U.S. ACH and bill payment and presentment provider
- Supporting **thousands** of financial institutions and **millions** of businesses in **more than 100** countries
- Processing **hundreds of millions** of deposit accounts
- Servicing **more than one billion** card accounts
- Facilitation **billions** of payment transactions
- **\$10.2 billion** revenue
- **35 years** of Fintech leadership
- Named a FORTUNE® World's Most Admired Company **seven years** in a row

Comprehensive Product Offering

- Fiserv has more than 35 years' experience **producing and delivering a variety of best-in-class business critical documents**, including statements, bills, notices, letters, welcome/enrollment kits, EOBs, checks and more across various industries including federal, state and local agencies.

Our St. Louis operation also features extensive **commercial print capabilities**, including full color, variable digital printing and traditional lithographic offset printing. We complement our print capabilities with full bindery services, which translates into booklets, brochures, direct mail, inserts, buck slips, business forms and more.

- Fiserv has **in-house document design services** that enable public agencies to deliver best practice communications that drive customer engagement. Our design team and copywriters are direct marketing experts who know how to present compelling messages to public agency customers that drive successful outcomes and actions.
- Our **multichannel delivery** provides significant opportunities for public agencies to improve customer experience and loyalty by giving them the ability to receive communications the way they want – whether traditional print and mail, electronic delivery, mobile delivery or text. With customers consistently adopting new methods of communication, the complexity and expense of managing multiple channels with disparate suppliers increases.

Fiserv has **proven expertise in increasing digital engagement**. We can help public agency’s customers transition from paper to digital with actionable insights from our annual household study, webinars, client conference and other thought leadership in e-adoption and paper suppression aimed to improving customer experience and lowering printing and postage costs for the public agency.

More than just a paper and digital communications partner, Fiserv offers **end-to-end billing and payment solutions**. From a single data feed, we **prepare** the data for the creation of bills, including messaging; **present** the documents in paper or digital formats based on public agency’s customer preference; and allow their customers to **pay** with the broadest array of pay types and channels, while we **protect** and safeguard public agency’s data with highest security and compliance. Fiserv can manage the entire document communication life cycle providing vendor management efficiencies, cost



Figure 5: Unified Approach to Billing and Payment

reductions, integrated print, mail, archive, presentment and messaging for public agencies regardless of the document delivery method.

Expansive Print and Mail Operations

Fiserv is one of the largest USPS® First-Class mailers in the country, mailing more than 3.5 billion mail sets a year. We have multiple production facilities across the country with built-in redundancies and load-balancing capabilities. Public agencies can benefit from our ZIP sorting capabilities where we commingle mail and sort to the highest five-digit percentage to achieve lowest possible postage possible per mailpiece.

It is important to note that as a provider of essential services to healthcare, financial institutions and major industries and businesses worldwide, we are operating our production facilities in a “business as usual” state amid the COVID-19 pandemic and have not had a need to enact disaster recovery protocols. Responsible actions we are taking as precautionary measures include restricted access to production facilities to only essential personnel, staggered production shifts, temperature checks on essential personnel prior to facility entry, masks, social distancing on production floors, sanitation of equipment between shifts, cross-training, and professional fogging sanitation of all common areas such as break rooms and bathrooms. We also increased the wages of our on-site personnel by 25 percent.

Financial Strength



As a FORTUNE® 500 company, we have the resources to make significant investments in industry-leading technology. We are committed to continuously enhance our production platform to bring additional flexibility, efficiency and quality to our printing, and mailing. We recently made technical and operational investments of over **\$36 million** within our document processing operations. Additionally, we are committing **\$500 million** in incremental investments to provide our clients with innovative, highly differentiated solutions and services, further enhancing our leadership position.

Innovative Technology

Fiserv drives innovation that transforms experiences for more than 12,000 clients worldwide. We are committed to delivering innovative products, improving the cost-effectiveness of our services, seeking opportunistic and strategic acquisitions, enhancing and maintaining our solutions. Enhancements are influenced by Fiserv’s presence in the industry, input from our clients, integrations across over 700 Fiserv products for the financial services market and our market insights consumer research.

As an example, Fiserv is a proud inventor of HOPE - High-integrity Opaque-inset Panel Envelope, which standardizes custom pre-printed envelopes via provisional patent design and innovative envelope print technology. With an increased focus on privacy protection and cost reduction of customer communications, Fiserv has designed a solution to eliminate management and procurement of pre-printed envelopes. Our patent-pending HOPE, coupled with market leading file-based insertion and dynamic, in-line color printing technology, enables fast migration to closed face envelopes providing 100 percent protection against data exposure that may happen through envelope window, while providing public agencies the opportunity to reduce costs.



Figure 6: Innovative HOPE from Fiserv

- **Describe how your company will market this contract if awarded.**

Fiserv Response

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 clients. 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.
- 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.**

Fiserv Response

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 and local government 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 Response

Once the final solution is determined by Fiserv and the public agency, our conversion team will work with the public agency to define the number of file types, file names, production frequency and timing of file delivery. We will also mutually agree on the file transfer protocol and any encryption methods that the public agency want to use. We typically use SFTP for file transmission.

Based on established timing of file delivery, our production environment will find the files sent to Fiserv on the secure server and begin processing the data. Business rules drive each document through to completion as required and sent back to our web client portal. Our web client portal provides public agency the ability to customize documents with marketing messages driven by business rules you create.

With Fiserv, public agency will have access to our powerful self-service web client portal. Available 24/7 at a desktop or mobile device, public agency has access to near real-time production information, such as files received, jobs in progress or completed, what was sent, when it was mailed, locate record level information, view postage costs, inventory levels and usage, special handling requests and more. Public agency will have the ability to search and research by many criteria. With our web client portal, you can:

- Create one-to-one communication with variable messaging
- Manage selective inserts/onserts
- Hold and release jobs
- Save time with online proof/audit
- Analyze production data
- View up-to-date job status
- Manage inventory
- View mail dates and document attributes
- Manage special handling requests (such as holds, pulls, diverts)
- Generate ad hoc reporting



We provide access to our web client portal at no additional charge.

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

Fiserv Response

Fiserv is public agency’s partner in knowing the market and industry landscape. We meet regularly with clients to present research and best practices, giving public agencies the power of Fiserv and recommendations from a trusted source.



We provide preferred access to information via online client portals where public agencies can go at their leisure to see and hear what the research or others in the industry are saying or putting into action. We also provide access to market research and similar value-added data, such as research studies and surveys to help public agencies create a better billing program.

And best of all, Fiserv Forum, our annual client conference, provides industry-leading information that can assist to create business plans with most up-to-date market research and product information.

Fiserv subscribes to the philosophy that what matters most is what we do on a day-to-day basis. Our approach is to become a true extension of the public agency staff, providing valuable support, insight and building a long-lasting relationship that will make a difference. We are your strategic partners to help public agencies achieve organizational goals and continuously find ways to lower costs.

We provide the all-encompassing support to make certain the production process for our printing, mailing and e-delivery services is efficient and does not intrude on the execution of the public agency's core business objectives. The account management team is multi-level to ensure that ownership of the client relationship is well defined. The operating philosophy of this team is to be a client advocate within Fiserv. We act as the eyes and ears for the public agency to ensure that expectations are clearly understood and consistently met.

Sample roles may include:

Client Service Representative

- file reconciliation, job tracking, reporting
- conducts initial research

Account Manager

- manages day-to-day business operation
- incident/issue management
- conducts account reviews
- acts as first point of escalation

Client Executive

- manages overall relationship

These resources have a defined escalation path up to senior leadership to advocate on behalf of the public agency as needed to authorize resources and provide the guidelines to shape decision-making at all levels, empowering people and rewarding achievements.

The account management team is available during normal business hours and provide after-hours contact information (via email or phone). We also have a production support helpdesk that is available 24/7 including weekends for transmission and processing issues or concerns. We will establish mutually agreeable SLAs that includes documented escalation program for issue resolution. This will also define contacts and timing expectations for escalation and notification.



- **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.**

Fiserv Response

Although Fiserv does not have a formal environmental policy, the majority of Fiserv operations have minimal impact on the environment. 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 (for example, digital banking and payments, digital document delivery and storage and more) that enable our clients and their customers to accomplish tasks with lower resource impact than traditional methods.

COMMUNITY INVOLVEMENT **RECYCLING**

ENERGY **CONSERVATION**

We encourage associates to participate in environmental preservation, recovery and conservation efforts. We create opportunities for our associates to support organizations and volunteer through the **Fiserv Gives Back** program. We also match associate donations to the United Nations Environment Programme and World Environment Day.

Digital transformation is a core part of our business.

- Online banking and bill payment services enable consumers to eliminate trips to the bank and the post office and reduce the amount of paper associated with financial transactions. Our systems provide online banking services to 3,300 online banking clients and more than 80 million online banking users.
- Electronic billing replaces traditional paper bills/statements across various industries including public agencies, utilities, credit card issuers, insurance and retailers.
- Remote deposit capture solutions eliminate the need for merchants and consumers to visit their banks to make deposits. Fiserv leads our industry in the development of systems and processes for replacing paper checks with electronic images in the deposit and clearing processes.

The services we provide to our clients help reduce paper consumption/emissions through digital payment processes. As companies are trying to reduce their carbon footprint, they could see an increasing advantage at using our services to replace paper.

Here are "green" things you should know about some of our facilities:

| | | | | |
|--|--|--|---|--|
|  ASSOCIATE RECYCLABLE CHAIRS 99% | HVAC CONTROLLED MANAGEMENT SYSTEMS WITH AUTOMATIC PREDICTION BASED ON WEATHER PATTERNS LED LIGHTING  | REDUCE HAZARDOUS WASTE BY PROPER DISPOSAL OF INK USING KILNS  | ALL PRODUCTS IN WORKSPACES ARE CERTIFIED LOW EMITTING OFF GASSING CHEMICALS  |  CARDBOARD AND PAPER PRODUCTS RECYCLED 100% |
|--|--|--|---|--|

Our St. Louis, Omaha and Chesapeake facilities are Forest Stewardship Council® certified.

- **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.**

Fiserv Response

At Fiserv, we know how to manage the security and privacy challenges of the industry. As a FORTUNE® 500, \$10.2 billion financial services technology company, security and regulatory/compliance activities are an integral part of daily activities in our business and pervasive in everything we do.

Fiserv standards are designed to meet the objectives of applicable security and privacy laws, regulations, governing bodies, industry standards and contractual requirements including, but not limited to:

- Payment Card Industry Data Security Standard (PCI DSS)
- Federal Trade Commission Act (FTC Act)
- Gramm-Leach Bliley Financial Services Modernization Act (GLBA)
- Fair Credit Reporting Act (FCRA)
- Privacy Act of 1974
- Health Insurance Portability and Accountability Act (HIPAA)
- Children's Online Privacy Protection Act of 1998 (COPPA)
- Financial Industry Regulatory Authority (FINCRA)
- ISO 27001
- Numerous applicable state laws



Fiserv production facilities are certified across multiple industry frameworks, regulatory requirements and security control sets; as such, we undergo regular audits to ensure compliance and identify and remediate risks within the environment. Some of our certifications and compliance reporting includes:

- PCI – Data Security Standard (DSS)
- PCI – Card Production (Visa®, Mastercard®, American Express® and Discover®)
- SOC 1 (SSAE 18)
- SOC 2 (SSAE 18) + HITRUST – Based on NIST 800-53 and HITRUST CSF®

We are also SFI certified (sustainable forestry) and CQM certified (in Nashville to manufacture plastics).

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.**

Fiserv Response

Confirmed. For more than 35 years, Output Solutions from Fiserv have been producing and delivering (in print or digital) a wide variety of high-volume documents, such as statements, bills, invoices, letters, notices, welcome kits, checks, coupons and more. We serve a variety of industries including government entities, financial services, healthcare, property and casualty insurance, utilities, large billers and more. We specialize in products and services that include composition, printing, mailing, electronic document delivery and archive services.

Rather than a one-size-fit approach, we provide products and services that are customized and tailored to each public agency's business needs. This includes customized SLAs.

- **Respondents must define the types of billing services they are providing, categorize those services and provide a matrix of pricing for each service, based on the transactions per period, or a similar metric.**

Fiserv Response

Confirmed. Our pricing matrix will cover data processing, the composition or preparation of the bill and the cost for presenting that paper bill via mail.

Fiserv offers an integrated approach that streamlines and enhances bill preparation and presentment while protecting public agencies' data and improving their customer experience and increasing engagement.

Whether customers want to receive their bills, in paper or electronically, our fully integrated offering enables public agencies to cater to their customer's preference without adding complexity or cost to their operation. Simply send data stream from any system (raw data or print-ready), and Fiserv will present bills in printed and digital formats to distribute through mail, biller direct, bank channels and mobile wallet. This allows customers to receive bills how they choose.

Fiserv specializes in developing comprehensive solutions for the composition and fulfillment of critical, time-sensitive transactional documents, such as bills. Our Output Solutions span the entire document creation and distribution workflow process including data processing, composition of documents, printing, mailing e-delivery and archiving with robust, transparent reporting.

Whether a public agency delivers raw data files or print-ready files to Fiserv, we are deeply experienced with both approaches and the execution of successful launches. With raw data files, the public agency can take full advantage of the robust messaging and selective inserting capabilities we offer through our proprietary web client portal.

Please refer to **Attachment B – Fiserv Utility Bill Sample**.



Data Processing

Fiserv processes data in our own on-premise data centers and we have the most secure environment for transmitting data. We encrypt all client data via secure FTP servers, which are protected from unauthorized access by Cisco PIX firewalls. Data is encrypted with a 256-bit AES Rijandel encryption algorithm.

Fiserv accepts multiple file formats (raw data or print-ready). While we accept print-ready files, we encourage public agency to send raw data files to take full advantage of the robust messaging and inserting functionality that Fiserv delivers through our web client portal.

We receive files 24/7 through an automated file receipt process. We have processes in place that will automatically validate and inspect the files once received to determine if we have all the necessary data elements to allow processing. We compare balancing totals contained in header/trailer with calculated totals for verification. Public agency will receive automated acknowledgements when files are received. If an error is detected or a file is not received based on an established SLA, a notification is sent automatically via email.



Composition

Our composition platform features a template building application with advanced document formatting capabilities. This service enables public agencies to create, maintain and control document templates via a unique web-enabled tool. This will also allow public agencies to control and manage the content of any bill or mail correspondence, coupled with powerful decisioning tool to create thousands of varying document formats.



Targeted Messaging

Our secure, web-based client portal is designed to help public agencies maximize the impact of documents sent to their customers. Our flexible messaging option allows them to customize bills at the individual level. Public agencies can build business rules in the decision tool to determine package components each customer receives such as marketing messages, logo, envelope, inserts, checks, coupons and much more.

We can combine transactional content with promotional and educational marketing content to motivate desired behaviors, such as paperless bill adoption. This puts public agencies in control and changes are immediate without costly programming fees or the need of IT development resources.



Printing

We provide full color printing capabilities with sophisticated tools and techniques for color management and color matching to the full Pantone gamut, producing transpromotional quality. We also have the capability to print full-color in 4-up to help drive down cost for our clients; on-the-fly MICR printing for checks; and selective perforation capabilities. Selective perforation capabilities are incorporated inline, offering a variety of sizes, folds and insert options.

Fiserv executes a white paper production model that will lower costs and achieve operational efficiencies for the public agency. We print all messaging, images and logos digitally in-line, using our standard white paper with various standard envelope options. Multiple jobs can be aggregated together. This streamlines operations since it removes extra roll changes and other tasks related to job set-up and insertion. Aggregating jobs together into longer print runs enables increased presort densities and postal savings. This approach delivers flexibility in design when considering changes to documents. It also eliminates the requirement to warehouse redundant supplies of pre-printed paper or custom stock, and thereby, efficiently satisfying disaster recovery procedures.



Inserting

Our web client portal simplifies the management of the inserting process. Public agencies can define selective inserting rules by account type, service type, location or by any data element contained in the data file.

Fiserv can accommodate all kinds of inserts. We are able to use both 24lb and 20lb paper on our print and insertion equipment based on public agency's requirements. We have the ability to insert into #10 envelopes, 6 x 9 envelopes and 9 x 12 envelopes, all in automation. Fiserv also has a hand fulfillment department if manual insertion is required.

In addition, when a raw data file is received, our document composition tool can offer in-line print of onserts, forms and marketing material as additional pages of your document. Public agencies can benefit from converting physical inserts to onserts for both mailed documents and electronic documents, resulting in significant improvement in read rates and cost reduction.



Mailing

Fiserv is the one of the largest USPS® First-Class mailers in the country. Our production facilities mail more than 3.5 billion mail sets annually.

Fiserv runs an internal document tracking system. Our system has the ability to track each individual mailpiece throughout the production process. Each client has a unique Mailer ID and each document has a unique serial number. Using these identifiers, we can track each mailpiece as it moves in real-time through the USPS system. The USPS Tracking® and results are displayed in our web client portal along with the document attributes.

To reduce undeliverable mailings and obtain USPS postage discounts, Fiserv uses USPS compliant software to certify that an address meets all the requirements of the USPS CASS (Coding Accuracy Support System). Our standard move update process uses NCOA (National Change of Address) and ACS (Address Correction Service).

Fiserv uses a combination of direct presentment to USPS through our Detached Mail Unit(s) and our third-party vendor, Pitney Bowes Presorting Services. Each process goes through routine audits by USPS to ensure compliance.

Mail is commingled and sorted to the highest five-digit percentage possible, thus achieving the lowest possible postage per piece.

Based on the high volume we process and mail each day; we are confident that our mail processing solution will result in postage savings for the public agency.



Electronic Delivery

Fiserv supports a number of applications including delivery of bills via online presentment models with desktop/mobile/tablet view capabilities, email and SMS/Text Messaging. By extending comprehensive customer self-care through multiple channels, public agencies can provide customers the convenience they want, all while cutting operational costs by reducing printing and postage costs, physical payment, processing and call center volume.



Archiving

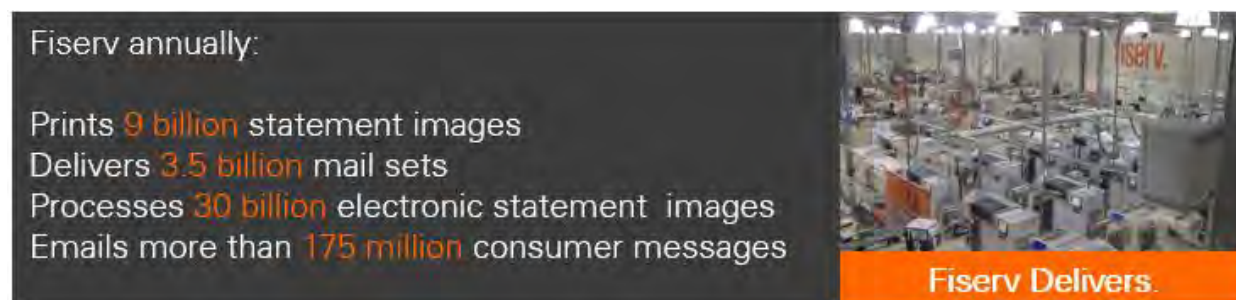
Our fully hosted solution includes web access to archived documents for public agency with search capabilities depending on the document type and format. Documents are stored in the archive and available for user access via customer-facing portal and administrative portal and/or web services. Rich research capabilities include searching by account number, date range, document type and any other index values we mutually identify.

- **Minimum services required – Water, Sewer, Waste Collection, Gas, Electric, Property Management billing services. Billing services must be available via traditional mailed services and or via electronic commerce services by email or website based. Companies that can provide both options are preferred.**

Fiserv Response

Fiserv is uniquely positioned to deliver paper and electronic bills. With Fiserv, our integrated solutions help public agencies:

- Achieve unification across print and digital communications
- Enable registered customers to opt into paperless billing
- Promote paperless adoption through alerts



Fiserv annually:

- Prints **9 billion** statement images
- Delivers **3.5 billion** mail sets
- Processes **30 billion** electronic statement images
- Emails more than **175 million** consumer messages

Fiserv Delivers.

Traditional Mail

As mentioned, Fiserv is the largest mailers by volume in the country and works to achieve the lowest postage rates possible for our clients. We use a combined method of optimizing for postage discounts by doing manifested mailing to extract out the deepest discounted five-digit and three-digit mail, thus achieving the lowest possible postage per piece.

With sophisticated technology and postal management practices, we can help public agencies drive costs down from facilities that mail more than three billion mail sets a year. Our system is designed to help optimize mailings and postage, enabling public agencies to build and prioritize inserts to minimize postage expense. Public agencies also have the ability to identify inserts as mandatory or optional. They can also prioritize the order of inserts. Finally, they can decide what postage weight and thickness are acceptable.

We track each mailpiece as it moves through the USPS system. Fiserv provides automated IMb tracking process for both inbound and outbound mail, available through our web client portal. This eliminates any doubt whether or not a bill was actually delivered or sent.

Digital Communication

As a hosted solution, Fiserv offers highly secured electronic document delivery and archive services to complement the printing and mailing services we provide from a single input data file. This includes ingestion of documents, management of preferences, enrollment/consent, user authentication, archive, notification email, document viewing and document delivery in PDF format. We also offer API integration points depending on complexity of specific public agency needs.

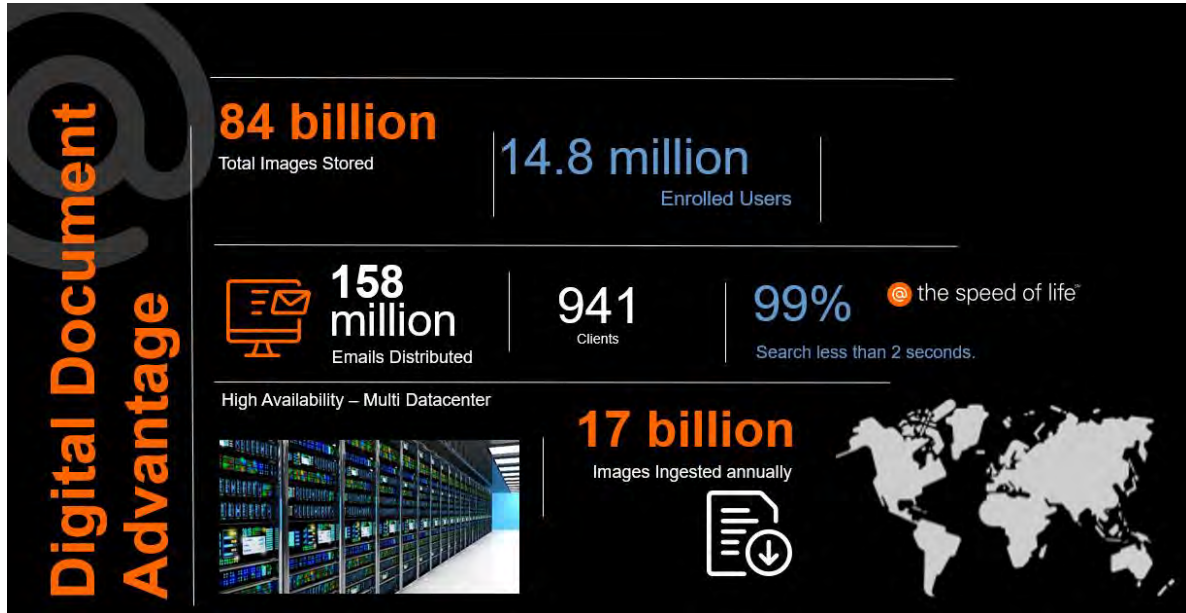


Figure 7: e-Delivery from Output Solutions

Our typical presentation of a document is via a web link in the email notification. The notification routes the public agency’s customer to the public agency website for authentication and the customer can view the document via single sign-on (SSO) to our document archive or API to the public agency site. Our solution also includes web access to archived documents for public agency staff with search capabilities.

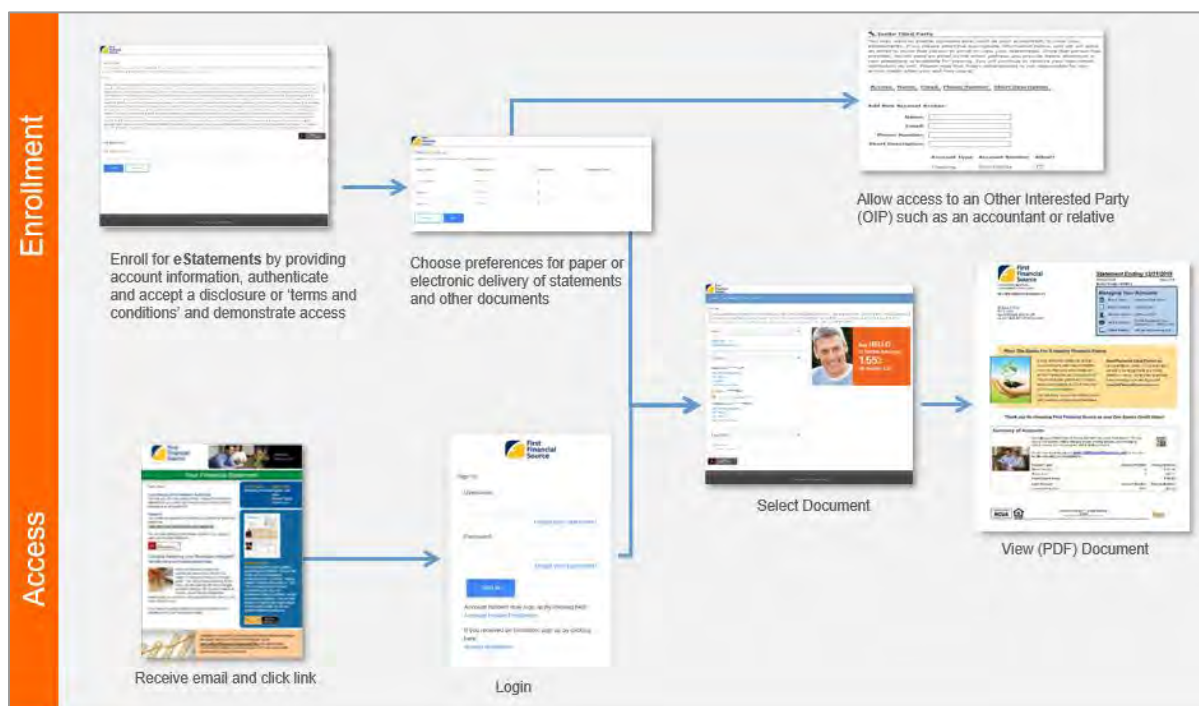


Figure 8: Digital Delivery Process

Fiserv can archive images for any desired length of time. Documents are stored in the archive and available for public agency user access via customer-facing portal and administrative portal and/or web services.

As a natural extension of our print and mail services, **eBill Distribution™** from Fiserv is a solution where we distribute electronic copies of public agency’s bills to their customers via their online banking sites, allowing the public agency to reach all online customers whether they choose to pay their bills on the public agency site or at their financial institution’s site.

And with **eBill Easy Activation™** from Fiserv, public agency’s customers can “try before they buy” with both paper and electronic versions of their bills for a specific period of time. The Fiserv patent-pending process for selecting which customers to enroll in the trial period has increased e-bill activations for our clients.

We also offer **Mobile Bill Presentment** where we allow public agency’s customers to receive, view and pay bills using their smartphone wallet (Apple and Android).

- **Companies are encouraged to provide detailed information about their underlying technology and to provide a robust list of value added and stand alone products and services related to billing services.**

The proposed solution is core to our business; designed, developed, delivered and driven by Fiserv. We perform data processing, document composition, printing and insertion all in-house with Fiserv-owned equipment and facilities. We provide our clients with our proprietary web client portal to help our clients maintain visibility and control of the production process.

Printing and Insertion Equipment

As part of our vision to increase the effectiveness of transactional print documents, we use industry-leading high-speed printing systems from HP, Xerox, Océ, Ricoh, InfoPrint and IBM. Our primary insertion equipment is from Pitney Bowes.

Workflow Tracking System

Fiserv uses proprietary management processes to automate workflow due to the scale of our operations. We run an internal document tracking system. Our system tracks each individual mailpiece and incorporates intelligent matching barcode for all applications throughout the production process. It matches the number of documents received in the print files with the number of pieces mailed. It also includes software that keeps a running history of each job at the piece and page level for research and analysis purposes.

For inserting, we use camera validation technology on our inserters to scan document IDs for one-to-one reconciliation and page level integrity of documents. The insert machine shuts down if it reads a missing sequence or a duplicate sequence. The camera captures an image of any mailpiece that it identifies as a potential problem; an operator will then immediately reconcile the job to ensure all sheets and documents have been accounted for.

We also have process systems that focus on mail optimization and postal optimization. These and other systems will generate benefits to the public agencies through workflow efficiencies.

Web Client Portal

Similar document tracking functionality is provided to public agencies allowing them to monitor their documents processing near real-time via our self-service web client portal.

The web client portal's dashboard and reporting provide production information that can be searched by many criteria. Public agencies can do simple search or full Boolean search including drop down data elements from the data files. The data elements are custom for each public agency data feed and are set up at the time of implementation.



We also offer many standard reports that reflects piece-level information. These reports can also be self-served through the web client portal and can be downloaded in a variety of formats including Excel and CSV. Each public agency user can customize reports directly as needed within the portal. If this doesn't address public agency's specific needs, we also have the ability to create custom reports.

Software Products

Fiserv uses a number of commercial products to integrate print production and mail management data in support of our print platforms. Examples include:

Fiserv uses in-house applications built using Microsoft technologies and the latest software including SQL Server, XML, VB.NET, ADO.NET.

The management of file transmissions is through a licensed product called MOVEit™, which controls the process, provides integrity validation and records traceability logs.

For mail optimization, we use products from Pitney Bowes, Anchor Software and Bell & Howell. These commercial products provide CASS™ (address correction) and NCOALink® (move update) services and are used to generate reporting data for address that are either undeliverable or require move updates. Fiserv commingles and presorts client's mail to the highest five-digit percentage possible. Due to our volume and scale, we can drive postage costs down.

We use GrayHair Software for postal key lines and IMb™ mail tracking and secure destruction.

For composition, we use industry-leading OpenText™ Exstream and Quadient® PrintNet as content management and composition tools that are licensed for providing extensive options with business rule execution, messaging rules, dynamic content, onserts and more.

Any software licenses we use are included in our proposed solution to the public agency.

Other Products and Services from Output Solutions

Direct Marketing

Fiserv is your single resource for results-driven direct marketing campaigns, one-to-one communications, loyalty programs and lead generation strategies that deliver superior return on investment.

- **Strategic and creative services:** Connect with the right audience, with the right message or offer, at the right time using our marketing strategists and creative team to make your message stand out and drive results
- **Commercial Printing:** Choose high-color and top-quality commercial digital and lithographic printing, bindery and finishing services tailored to your unique requirements

In-House Design Services

Public agency can leverage our readily available in-house design services to ensure documents stand out in the mailbox and the inbox based on industry best practices. Our design team and copywriters are direct marketing experts who know how to present compelling messages to public agency's customers that drive successful outcomes and actions. Our composition expertise is valuable for creating documents that drive reader's attention to targeted areas for maximum understanding and better results, drawing attention using color graphics, images and infographics.

Additionally, Fiserv has a Strategic Solutions team who can assist with public agency campaigns by leveraging our experience in engaging and persuading customers to abandon undesirable behaviors and to adopt those behaviors desired by the public agency.

eBill Distribution with eBill Easy Activation

We are the direct provider of the service that connects public agency's customers with the nation's largest online bill pay and paperless electronic bill delivery network comprised of more than 4,000 financial institutions, from the largest national banks to local community credit unions.

With **eBill Easy Activation**, public agency's customers can "try before they buy" with both paper and electronic versions of their bills for a specific period of time.

With **more than 390 million e-bills delivered**, we give you exclusive access to the largest e-bill network, including thousands of banks for paperless e-bill delivery.



BillMatrix® Payment Solution from Fiserv

With BillMatrix Payment Solutions from Fiserv, public agency will introduce their customers to a powerful online user experience that features intuitive navigation and flexible payment types (credit, debit, and ACH) across multiple channels (Web, IVR, CSR, Mobile). BillMatrix solution is a critical component in Fiserv's larger strategy as an undisputed leader in facilitating digital billing and payments. Hundreds of Fiserv clients of all sizes and industries trust BillMatrix and the primary channels it serves.

Mobile Bill Presentment

Our mobile wallet feature allows public agency's customers to add their bill to their smartphone wallet (Apple and Android), receive bill notifications and the option to pay using supported payment types.

CheckFreePay® Walk-In

CheckFreePay from Fiserv is the largest processor of walk-in bill payments network in the U.S, processing **more than 80 million payments** representing over \$12 billion every year.

- **Pricing should be given as a matrix of service options, including Full Service, based on the number of period transactions or a well-defined similar metric. Discounts for NCPA members must be clearly defined in each respondent's price program. All prices should be shown only as part of Tab VII.**

Fiserv Response

Please refer to **Attachment C** for our pricing document.

Tab 7 – Pricing

- **Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.**
- **Pricing should be given as a matrix of service options, including Full Service, based on the number of period transactions or a well-defined similar metric. Discounts for NCPA members must be clearly defined in each respondent’s price program.**
- **Not To Exceed Pricing**
 - **NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.**
 - **The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.**
 - **NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.**

Fiserv Response

The pricing that Fiserv has submitted is our “not to exceed pricing” for programs mailing 100,000 to 200,000 utility bills per month. If public agency has larger monthly mailing needs than this, new and lower pricing will be offered for each opportunity.

Please refer to **Attachment C** for our pricing document.

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.**
- **Additional related products and services respondents provide should also be included in the price proposal.**

Fiserv Response

With continued advancements in such areas as mobile, online banking and investment in core processing capabilities, clients have access to industry-leading solutions that drive growth, increase customer satisfaction in an ever more technically sophisticated world.

Our monthly Biller Bulletin and quarterly Expectations & Experiences consumer trends survey provides insights that public agencies, financial institutions, billers and other providers can use to understand consumer needs to drive adoption, satisfaction and long-term profitable relationships.

Due to our continued involvement with billers, financial institutions, regulatory agencies and consumers, Fiserv is well positioned to stay on top of market changes and consumer demands – and to be ready with viable, high quality solutions for our clients.

BillMatrix® Payments Solutions


With BillMatrix, public agency will introduce their customers to a powerful online user experience that features intuitive navigation and flexible payment types (credit, debit, and ACH) across multiple channels (Web, IVR, CSR, Mobile). Organizations have relied on Fiserv solutions and our expertise to reduce costs, drive revenue and increase customer satisfaction for more than 35 years. Our BillMatrix solution is a critical component in Fiserv's larger strategy as an undisputed leader in facilitating digital billing and payments. Hundreds of Fiserv clients of all sizes and industries trust BillMatrix and the primary channels it serves.

Public agency's customers will have the option to make a one-time payment or establish recurring and automatic payments. For simplicity, we also have a digital wallet option to eliminate re-entry of a customer's payment type, making it easier to make future payments.



We understand the importance of meeting the needs of a diverse customer base across multiple regions. BillMatrix will give public agency’s customers the convenience to make payments how, when and where they choose. The BillMatrix solution uses full responsive design for mobile access to ensure an optimal user experience with public agency branding, whether the customer accesses the system using a PC, laptop, tablet or mobile phone.

| | | | | | | | | |
|---------------------------|---------------------|------------------|--------------------------|----------------------------|-------------------|--------------|-----------|-----|
| How They Want | For Customers | | | | | For Billers | | |
| | CSR | IVR | Online | Mobile | Lockbox | Walk-In | Hosted | API |
| | Registered & Binder | Recurring & Auto | Immediate & Future Dated | Industry Standard Offering | Tailored to Needs | | | |
| When They Want | Check | ACH | Debit/Credit | Apple Pay Google Pay | Cash | More Revenue | Less Cost | |
| With the Method They Want | | | | | | | | |



We are uniquely equipped to maximize the total value for the public agency. With robust functionality, our BillMatrix solution goes beyond merely providing a payment gateway. We deliver efficiency and security at every level and every stage of the bill payment life cycle, authorizing payments in real-time via our direct connectivity and relationships with top merchant processors and networks, and settling, reporting, and funding every payment across ALL payment types and channels. The streamlined workflow minimizes exceptions and reduces errors, while consolidated reporting brings clarity to cash management operations.

| | | |
|---|--|---|
| <h1>1</h1> <h2>Secure, Reliable, Efficient Payments</h2> <ul style="list-style-type: none"> Our settlement processes provide clean payments with next business day funds settlement We manage the complexity and security associated with payment processing. | <h1>2</h1> <h2>Multiple Channels</h2> <ul style="list-style-type: none"> Channels include Web, Mobile, IVR, Agent Assisted Make payments fast easy for on-time payments Choices promote customer satisfaction | <h1>3</h1> <h2>Customizable & Scalable</h2> <ul style="list-style-type: none"> Work with large to small billers Mapping to Client's existing file specifications Support Real-time, Batch, Hosted, and API implementations |
|---|--|---|

Public agencies will be able to process payments more quickly, better manage cash flow, minimize administrative costs and gain increased control and visibility – ALL with increased customer satisfaction and minimal demands on your resources to deploy and support.

BillMatrix benefits:

- Batch vs. real-time processes
- Bill presentment
- Configurable business rules, funding types, payment amounts, payment dates, end of day cutoffs, and so on.
- Separate deposits by line of business and/or specific products
- Support for additional payment fields such as donations or deposits
- Consistent experience on any device (desktop, laptop, tablet, smartphone)
- A robust, multichannel payment and presentment experience
- One implementation for registered/nonregistered payments
- Managed treasury services with next day funding to simplify reconciliation and shorten the revenue collection cycle

Differentiation for our clients:

- Customer engagement and messaging via email and text
- Meeting market needs for alternative payment methods
- Reduced time to value and enhanced quality
- Improved client responsiveness through Agile feature development
- Configurability versus customization

Integration options:

Our solution offers a flexible, services-oriented infrastructure that supports a web service that allows public agency to fully design, construct and host the user experience while Fiserv securely manages the billing and payment capabilities behind-the-scenes. Integration options available for public agencies are listed below:

Fully-Hosted

- Site hosted by Fiserv for guest payments
- Standard look and feel



- Minimal PCI and security risk for the public agency (data is held and stored on Fiserv's servers and data centers)

SSO

- SAML 2.0
- Allows seamless registered user access from public agency site (single login)
- Supports a fully-hosted solution

Encrypted Form Post

- Supports customer account data transferred from public agency site to Fiserv
- Guest payments only, no registration required
- Supports a fully-hosted solution

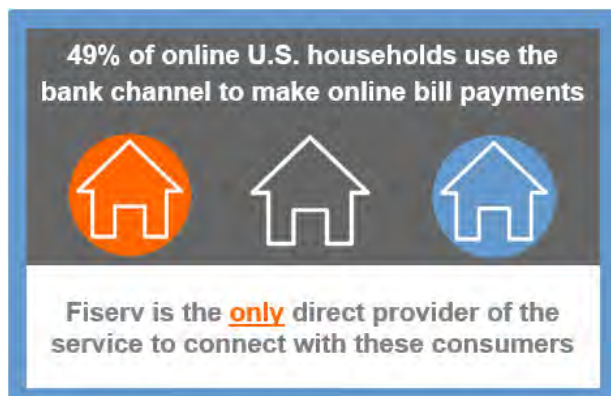
API

- Allows public agency to have full control over the UX and workflow for a consistent user experience
- Public agency uses web services from Fiserv to code the specific desired functions
- Transaction and payment data are passed from public agency's site to Fiserv

iFrame

- Allows public agency to maintain full control over the UX and workflow for a consistent user experience, using a Fiserv-hosted inline framed widget to collect payment card information or access a stored wallet item

eBill Distribution™ with eBill Easy Activation™



The value Fiserv can deliver to public agencies in the area of paperless billing is unmatched. 49 percent of online U.S. households use the bank channel to make online bill payments. We are the direct provider of the service that connects public agencies' customers with the nation's largest online bill pay and paperless electronic bill delivery network comprised of more than 4,000 financial institutions, from the largest national banks to local community credit unions including Wells Fargo, Bank of

America, Citibank, SunTrust, U.S. Bank, USAA and TD Bank. Our eBill Distribution service will give public agency immediate access to the largest population of likely e-bill adopters. Fiserv has direct connections with the financial institutions and uses a completely data-fed approach - no "scraping" - to deliver secure summary and detail bill content for the best available customer experience.

Outside of the public agency's website, the Fiserv (CheckFree) network is by far the largest online bill payment platform with exclusive access to **more than 25 million** active bill pay users and **94 percent** of the total e-bill market share.

Deliver an electronic bill and provide customers choices of where to view it; the end customer's financial institution, mobile wallet or the biller's website.



- **Increase digital engagement** with your customers and provide convenient on-the-go access
- **Reduce costs** with higher paper suppression
- **Improved customer experience** creating better relationship between customer and public agency
- **Improve payment velocity** and customer satisfaction using notifications

Fiserv will help public agency drive paperless adoption with our eBill Easy Activation program. This program identifies public agency customers paying electronically, but still receiving a paper bill, and provides customers both a paper bill and e-bill for a defined period.

There is no cost to public agency for the dual delivery period and program. Results show an average of **20 percent increase** in customers choosing to suppress paper. Public agency will also receive collaborative support from our adoption marketing team and direct influence of the roadmap.

Public agency can distribute bills electronically to their customers and reach all online customers whether they choose to pay their premium bill on public agency site or their financial institution's site. We are the direct provider of the service that connects public agency customers with the nation's largest online bill pay and paperless electronic bill delivery network.

In addition to our paper and e-delivery services, our expertise in e-adoption and paper suppression programs can help public agency increase e-adoption rates, resulting in lower postage costs.

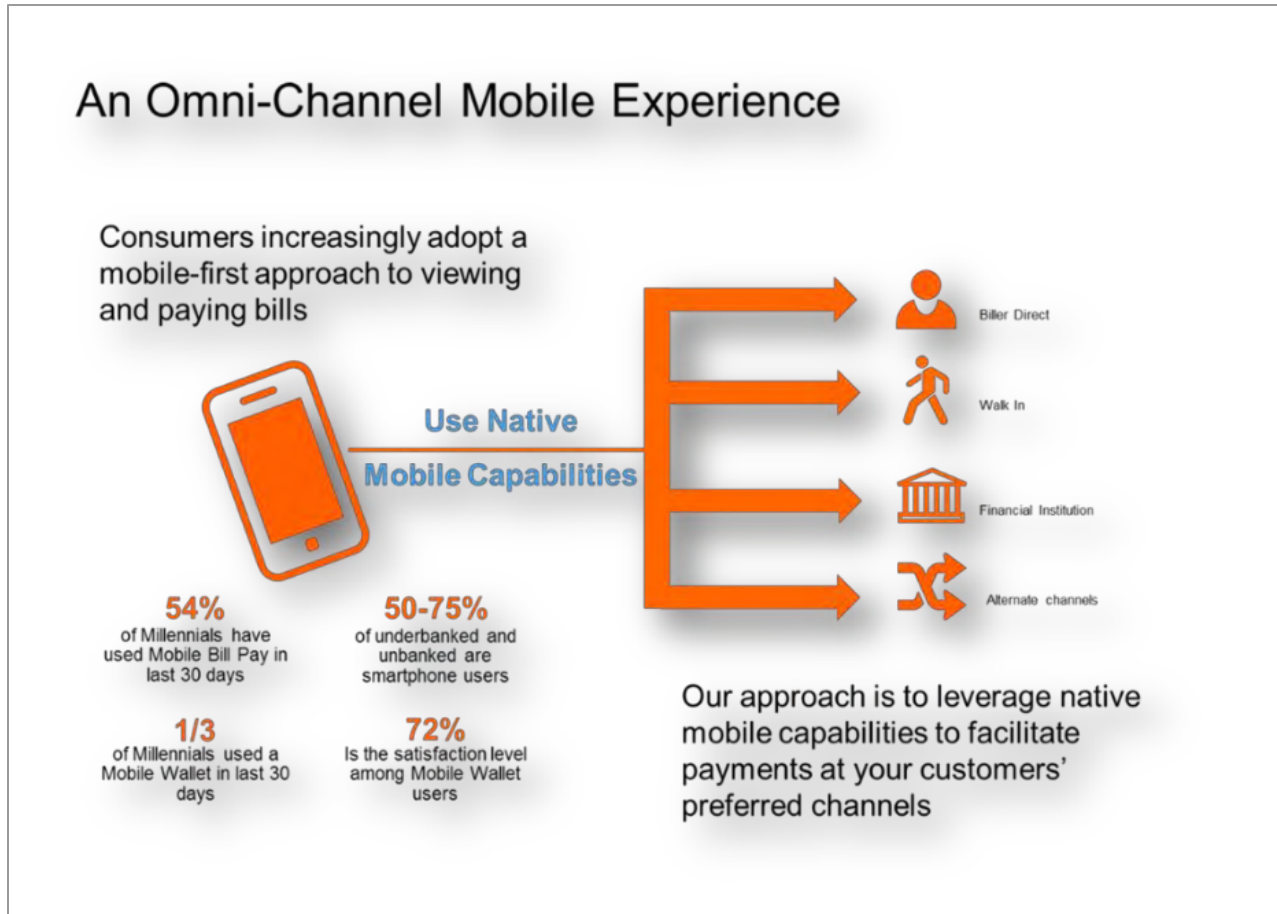
- eBill Easy Activation means public agency customers get to “try before they buy” with both paper and electronic versions of their bills for a specific period. The Fiserv patent-pending process for selecting which customers to enroll in the trial period has increased e-bill activations by more than 230 percent.
- Allow public agency customer to experience eBill and alerts before deciding about turning off paper
- There is no risk – at the end of the trial, paper continues unless the customer chooses to go paperless

See why eBill Easy Activation from Fiserv was awarded the Direct Marketing Association's (DMA) Award for Innovation in Global Sustainability.



Mobile Bill Presentment

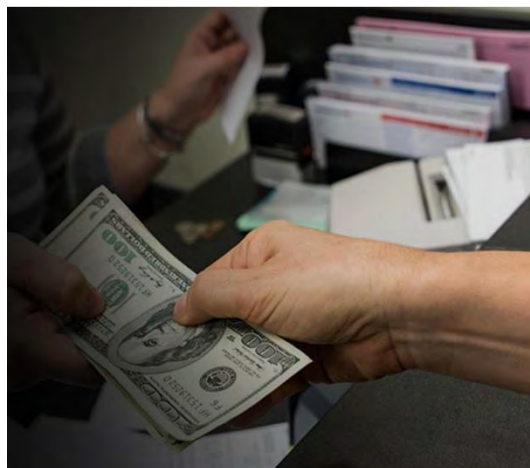
Mobile Bill Presentment gives public agency customers greater convenience than ever before. Our mobile wallet feature allows customers to add their bill to their smartphone wallet (Apple and Android), receive bill notifications and the option to pay using supported payment types. The simplicity of the mobile wallet is effortless, convenient and time saving. Viewing and paying bills becomes a non-event and does not disrupt life's activities.



CheckFreePay® Walk-In Payments

CheckFreePay Walk-in Payments from Fiserv is a complete walk-in payment solution. CheckFreePay is the largest processor of walk-in bill payments network in the U.S processing **more than 80 million** payments representing over \$12 billion every year.

CheckFreePay now offers an innovative solution to enable public agency customers to pay in-person with their preferred payment method at any of CheckFreePay's **30,000 payment locations** across the country. Cash remains the most frequent method of payment in the United States representing 30 percent of transactions.



Using the experience Fiserv has gained from serving leading billers nationwide, we will deliver a walk-in solution that meets core payment requirements:

- highly convenient and accessible with most locations open seven days per week
- efficient and accurate payment processing
- payment transfers that deliver funds within 48 hours
- real-time access to payment transaction information

High-touch, Low Cost Payment Locations

Fiserv works diligently to recruit the best, most convenient sites for public agency customers to make their in-person bill payments and provides continuous monitoring and training of the agents to ensure your customers are satisfied with their experience.

Real-time Delivery of Payments

Fiserv will deliver the payment data from agents in real-time throughout the processing day and offer a complete end-of-day production file to meet any processing deadlines. In fact, it is our experience that this real-time or near real-time approach results in significant savings in associated costs for our clients over daily batch transactions.

Improved Payment Quality

Sophisticated, built-in validation and fraud prevention tools for maximizing the number of valid payments without interfering with public agency customers' experience.



Customized (Consolidated) and Balanced Remittance Streams and Funding

Funds are 100 percent guaranteed and will always balance to daily reports.

Enhanced Customer Satisfaction with Trusted, Convenient Locations

Familiar agent locations with extended operating hours, immediate proof of payment and the ability to complete several tasks (shopping, pay multiple bills and more) with one stop makes it easy to pay the public agency.

Public agency will increase opportunities to reduce costs, improve customer satisfaction and streamline operational efficiencies with increased locations and expanded hours to pay.



Tab 9 – Required Documents

Fiserv Response

We have attached the completed forms required:

Clean Air and Water/Debarment Notice

Contractors Requirements

Antitrust Certification Statements

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 | <u>Fiserv Solutions, LLC</u> |
| Print Name | <u>Matthew Pribus</u> |
| Address | <u>255 Fiserv Drive</u> |
| City, Sate, Zip | <u>Brookfield, WI 53045</u> |
| Authorized signature | <small>DocuSigned by:</small> <u><i>Matthew Pribus</i></u> |
| Date | <small>A8BA47686E084D2...</small> <u>November 17, 2020</u> |

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

DocuSigned by:
Matthew Prius
A8BA47686E084D2...
November 17, 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 | <u>Fiserv Solutions, LLC</u> |
| Address | <u>255 Fiserv Drive</u> |
| City/State/Zip | <u>Brookfield, WI 53045</u> |
| Telephone No. | <u>678-375-5079</u> |
| Fax No. | <u>402-315-5105</u> |
| Email address | <u>Matthew.Pribus@fiserv.com</u> |
| Printed name | <u>Matthew Pribus</u> |
| Position with company | <u>Authorized Signatory - VP</u> |
| Authorized signature | <div style="border: 1px solid black; border-radius: 5px; padding: 2px;"><small>DocuSigned by:</small> <i>Matthew Pribus</i> <small>A8BA47686E084D2...</small></div> |

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/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



Fiserv Attachments

Attached separately:

Attachment A – Fiserv Legal Exceptions

Attachment B – Fiserv Utility Bill Sample

Attachment C – Fiserv Pricing

Attachment D – Master Services Agreement

Attachment E – Output Services Template Schedule

Attachment F – BillMatrix® Services Schedule

Attachment G – eBill Distribution™ Schedule

Attachment H – Walk-In Services Schedule

Attachment I – Fiserv Redacted Response

We have also provided redacted versions of our bid response 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.



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